

# HS2

## **HS2 Project Rescoping: Interim Policy Update**

### **HS2 Payment of Claimants - Professional Fees Policy**

**July 2025**

Version 3.0

# Introduction

**The advice and guidance within the attached document have not yet been updated to reflect the decision not to proceed with Phase Two of HS2** published in '[Network North: Transforming British Transport](#)' on 4 October 2023.

In January 2024, HS2 safeguarding was removed across the majority of the former Phase 2a route (West Midlands to Crewe). Safeguarding was retained close to Handsacre to allow Phase One of HS2 to connect to the West Coast Main Line so that HS2 trains can reach cities in the north of England and Scotland on the existing West Coast Main Line.

In July 2025, HS2 safeguarding was removed across the majority of the former Phase 2b Eastern Leg route (West Midlands to Leeds). A short section of safeguarding was retained in Central Leeds to allow for potential enhancements to the existing station. The Government will set out more detailed plans in due course, including further details of a disposal programme for land and property acquired for HS2 that is no longer required.

Any land acquired for Phase 2 that is no longer required will be sold in line with Treasury rules.

High Speed Two (HS2) Ltd is working with the Department for Transport and we will update our policies and procedures when further information is available.

## Update on Payment of Claimants - Professional Fees Policy

This policy applies where there is no statutory entitlement to reimbursement of fees under the Compensation Code, but where the landowner would later claim under the Compensation Code for compulsory purchase. It applies when it is reasonably necessary for the landowner to obtain professional advice in advance of any land acquisition or compulsory purchase.

HS2 Ltd will not consider new approaches from agents acting for claimants requesting the payment of fees where there is no current entitlement to claim following receipt of a compulsory purchase notice.

Where there has previously been an approach under Section 3 of the policy and an acceptance of a scope of works, reasonable fees will be reimbursed in line with the agreed scope.

If you have further queries, please contact your Case Manager or contact our HS2 Helpdesk on Freephone: 08081 434 434 or Minicom: 08081 456 472.

## When will this document be updated?

When changes are required, HS2 Ltd will update this guidance document as soon as possible.

## Need more information?

We regularly update our 'Frequently Asked Questions' webpage.

It includes questions about our land and property programme and provides the most up to date information. These can be viewed here: <https://www.hs2.org.uk/in-your-area/assistance-for-property-owners/project-rescoping-phase-two-cancellation/>

If you have further queries, the easiest way to contact us is via the HS2 Helpdesk. The HS2 Helpdesk is open all day, every day on 08081 434 434 (freephone); Minicom: 08081 456 472; or email us at [HS2enquiries@hs2.org.uk](mailto:HS2enquiries@hs2.org.uk).

# HS2

## **Payment of Claimants' Professional Fees**

# 1 Introduction

It is important that people who are directly affected by proposed or actual HS2 works obtain professional advice from practitioners experienced in compulsory purchase and compensation.

The statutory framework for payment of compensation typically provides for reimbursement of professional fees upon the property being purchased by the acquiring authority. Since this might be several years away in the case of HS2, a discretionary policy has been introduced to sit alongside the statutory position. Under this policy, HS2 Ltd will consider the advance interim payment of reasonable professional surveyors' fees to landowners and property interests that are directly and significantly impacted by the HS2 scheme and where the landowner will in due course have a claim under the compensation code for compulsory purchase. This applies where it is reasonably necessary for the landowner to obtain professional advice in advance of any actual land acquisition or compulsory purchase.

This policy is intended to assist residents, small businesses and rural landowners who reasonably need access to professional advice at an early stage of the scheme and who may suffer financial disadvantage from having to pay for professional advice, in advance of being able to recover such costs in a compensation claim. Generally, HS2 Ltd will not accept applications from large organisations or from investment and development companies.

Each case will be considered on its own merits, upon application to HS2 Ltd in accordance with the procedure below and within this overall policy. Not every case would necessarily be eligible and the applicant's surveyor should check with HS2 Ltd on each occasion.

The Policy applies across the HS2 route, including Phase 1 (London to West Midlands), Phase 2a (West Midlands to Crewe) and Phase 2b (West Midlands to Leeds and Manchester).

## 2 General Provisions

No fees are payable prior to formal safeguarding of the relevant phase of the HS2 route (apart from Phase 2b in respect of land identified as 'land potentially required during construction' in the working draft Environmental Statement) or if the landowner is not subject to future compulsory purchase of land. If there is no entitlement to compensation under the compensation code, there is no entitlement to professional fee payments.

HS2 Ltd reserves the right to change this Policy from time to time, but any decision would not change an applicant's entitlements under the statutory framework for compensation.

Professional Fees may be payable in advance of the main compensation claim, at the discretion of HS2 Ltd, upon application by the claimant or Agent as described below.

Where surveyors act for several claimants, they are expected to complete HS2's standard Fee Memorandum form, which sets out the rates and other terms that are individually applicable.

The contractual arrangement for the provision of professional advice is between the surveyor and their client, and this relationship is not affected by this Policy. The surveyor should agree their fee arrangements with their client and, in some cases, there may be a shortfall between the surveyor's fees and those that are eligible for reimbursement by HS2. Applicants may be responsible for fees that fall outside of this Policy and we would expect the surveyor to explain this to their client where this might happen.

The Royal Institution of Chartered Surveyors introduced a Professional Statement in April 2017 that is mandatory for chartered surveyors advising in respect of compulsory purchase and compensation. Anybody instructing surveyors to advise them on compulsory purchase and compensation is recommended to familiarise themselves with the professional statement and what they should expect from their surveyor. A copy can be found at:

<https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/land/surveyors-advising-in-respect-of-compulsory-purchase-and-statutory-compensation-1st-edition-rics.pdf>

The Compulsory Purchase Association is a member organisation that promotes best practice in delivering land for infrastructure. It has issued a "Land Compensation Claims Protocol" that evidences what 'best practice' should look like and HS2 Ltd expects surveyors and other professionals advising people affected by the project to follow it in the same way that HS2 Ltd aims to.

### 3 Application Process

To minimise the risk of a dispute, claimants or their agent should follow the process below for each individual case even when they are acting for several claimants and a Fee Memorandum is in place.

- The claimant or the appointed agent must approach HS2 Ltd with a request to consider the payment of professional fees under this Policy, normally covering an interim reimbursement of fees ahead of the settlement of a final compensation claim.
- A copy of the client instruction to the Agent must be included with each application.
- HS2 Ltd will consider each application and confirm if it is willing to pay professional fees directly to the applicant's agent in the particular case.
- The claimant's agent must contact HS2 Ltd to propose the scope of services and an interim fees budget for each individual case, which will be subject to periodic review according to the circumstances of the case.
- In order to benefit from this policy, HS2 Ltd may request claimant's agents who are members of regulatory bodies such as the Royal Institution of Chartered Surveyors or membership bodies such as the Compulsory Purchase Association, to demonstrate compliance with the rules and practice statements of those organisations.

## 4 Statutory Blight and Express Purchase Scheme applications

An application for the Secretary of State to buy property under the Statutory Blight or Express Purchase schemes is subject to a different process.

No professional fees will be paid until such time as the Secretary of State has made a decision to accept the blight notice or Express Purchase Scheme application. Once accepted, fees will generally be paid upon the following stages:

- Upon acceptance of the application, the agent's fee associated with the preparation and submission of the application;
- Upon submission of the fully evidenced claim, the agent's fee associated with its preparation;
- Upon approval of the compensation heads of terms by the appropriate HS2 Ltd governance panel, the agents fee associated with its negotiation;
- Upon completion of the property transfer, any remaining fee associated with finalising the transaction, including legal fees; and
- Upon full and final settlement of the claim after the property transfer, any remaining fee associated with bringing the case to a conclusion.

HS2 Ltd will not generally make interim payments of fees between the stated milestones.

Where a Blight Notice expires and is re-submitted, HS2 Ltd will generally only pay for one submission and not reimburse any duplicated activity.

All agents fee rates associated with claims pursuant to accepted blight notices or Express Purchase scheme acquisitions shall be negotiated with the relevant HS2 Ltd property advisor or case officer according to the provisions of the statutory framework for compensation. Where an agent has entered into a fee memorandum with HS2 Ltd setting out agreed fee rates for work covered elsewhere in this discretionary policy, those rates shall not necessarily apply to claim negotiations for blight purchases.

## 5 Temporary Possessions and Permanent Acquisitions

Where there is an expectation that notices will be served using legal powers such as for surveys (under Schedule 2 of the HS2 Act for Phase 1, for example), for temporary possessions (under Schedule 16) or land purchase (by way of a General Vesting Declaration or Notice to Treat), differing levels of engagement may be appropriate with a landowner and their appointed agent – for example, to discuss “farm packs” or the relocation of a small business. In such cases, interim fees will be reimbursed under this discretionary policy, subject to prior agreement to the scope of discussions, rates and milestones.

Once temporary possession of land is taken using legal powers (eg, Schedule 2 or Schedule 16 of the HS2 Act), reimbursement of fees shall be considered as part of a claim that follows the process in the Act and not under this Policy. As part of considering such a claim, on an exceptional and discretionary basis, HS2 Ltd will consider reimbursement of fees as part of an interim claim where the possession extends to more than 12 months.

Where permanent possession of land is taken (eg, following a General Vesting Declaration or Notice to Treat), fees will only be considered as part of a claim submission and reimbursed upon settlement of such claim. HS2 Ltd must be able to make a reasonable assessment based on the claim (eg, in terms of evidence and justification presented with it) in order for reimbursement to take place.

All agents fee rates associated with claims shall be negotiated with the relevant HS2 Ltd property advisor or case officer according to the provisions of the statutory framework for compensation. Where an agent has entered into a fee memorandum with HS2 Ltd setting out agreed fee rates for work covered elsewhere in this discretionary policy (eg, pre-possession engagement, farm packs, engagement on Phase 2a and 2b, etc), those rates shall not necessarily apply to claim negotiations for temporary or permanent possessions.

## 6 Fee Rates

Notwithstanding the contractual relationship between a surveyor and client, in order to qualify for payment by HS2 Ltd under the provisions of this discretionary policy, it is expected that surveyors will enter into a fee memorandum with HS2 Ltd. This memorandum records an agreed reasonable level of fee that will be applied consistently across a range of clients and cases for the type of activities covered by the policy. The level of fee that is considered reasonable for payment by HS2 Ltd should reflect the experience of the professional advisor and the level of skill appropriate to the type of work to be carried out. The fee memorandum allows for periodic review of hourly rates.

In addition to the hourly rate, reasonable travel, and reasonable expenses may be claimed and must be evidenced by receipts/tickets. Mileage claimed is only be reimbursed at HMRC rates, currently 45p/mile for the first 10,000 miles and 25p/mile thereafter. Public transport costs are only be reimbursed at the cheapest standard fare.

In all cases, surveyors and their clients should seek to mitigate and avoid unnecessary costs.

As stated in Sections 4 and 5 above, rates contained within a fee memorandum shall not automatically be applicable to fees negotiated as part of a compensation claim following notice of possession or in circumstances of an accepted blight notice or Express Purchase Scheme application. In those cases, surveyors will be expected to demonstrate that the basis of their fee reflects the complexity of the case, the level of skill required to negotiate terms, and other factors contributing to the reasonableness of the claimed rate.

## 7 Scope of Professional Services

The agreed scope of services provided by surveyors for their clients and benefitting from this Policy must be agreed with the HS2 Ltd case officer in advance, together with an indicative fee budget where appropriate, but will normally not exceed the following, unless there are exceptional circumstances and are agreed by the HS2 Ltd case officer. The Exclusions referred to in the next section also apply.

On this basis, HS2 Ltd will:

- a) Generally pay up to 3 hours for initial advice to a client on entitlements to compensation consistent with the statutory framework for compensation and options including mitigation and, if applicable, advice regarding the claim going forward. In exceptional cases, if it is felt that the nature of a case is sufficiently complex and needs longer than 3 hours, then an additional timescale and justification must be agreed with the HS2 Ltd case officer in advance.
- b) For Phases 2a and 2b of HS2, by prior agreement HS2 Ltd will pay fees on agreed milestones where HS2 Ltd is of the view that there is a specific requirement for early engagement prior to further detailed design, e.g. to help inform the engineering design or that directly informs the relevant Bill and/or the accompanying Environmental Statement and that will present a significant opportunity to mitigate a future claim for compensation.

In either situation as set out in a) and b) above, the HS2 Ltd case officer will need to be provided with details of the party, including their property address and nature of their ownership/occupation, with a plan showing extent of ownership. The property will need to be within current safeguarding limits, or identified as 'land potentially required during construction' in the working draft Environmental Statement.

- c) Additionally, pay for a maximum of three hours of the professional adviser's time at an agreed rate in respect of meetings and interviews with farmers in respect of Farm Impact Assessments.
- d) As an additional sum, a maximum of £250+VAT (where applicable) will be allowed for the completion of Land Information Questionnaires.

This scope of services may be varied by negotiation and agreement with the HS2 Ltd case officer in exceptional circumstances.

## 8 Exclusions

The following fees and costs are excluded:

- Costs and fees which an agent incurs for the purpose of obtaining information about the HS2 project unrelated to a specific client appointment, or on canvassing for business.
- Costs and fees which a claimant incurs in preparing and submitting responses to consultations (for example, in response to draft Environmental Statements).
- Costs and fees incurred where the applicant has no interest in land or compensatable interest.
- Costs and fees which claimants incur both in drawing up and depositing their petitions and in presenting their case to the Houses of Parliament or in negotiating the settlement of petitions that is not within the compensation code for compulsory purchase.
- Costs and fees associated with applications under HS2's discretionary property schemes (ie, Need to Sell, Rural Support Zone, etc.). These schemes were specifically designed to avoid the need for professional representation and no fees are payable in respect of these.
- Attendance at HS2 public and consultation events.
- Recoverable VAT, or other recoverable sums. It should be noted that it is assumed that a claimant can recover VAT unless adequate justification is presented to the contrary.
- Applicants and claimants should be aware that if they decide to change their appointed professional agent, then HS2 Ltd will not reimburse fees incurred by the new agent in duplicating any earlier work carried out by the previous agent.
- Avoidable expenses, travel and subsistence.

## 9 Fee Budget

Any arrangements for the payment of professional fees under this Policy will be subject to agreement to a fee budget beforehand, which is to be agreed for each case. This is necessary to ensure value for money from public funds.

It is the landowner/agent's responsibility to advise HS2 Ltd in advance if fees are likely to exceed agreed budget and to discuss if additional budget is appropriate.

## 10 Timesheets, Invoicing and Payment

Prior to the submission of any invoice, a landowner/claimant/agent should submit the following for approval by the HS2 Ltd appointed agent or the acquisition case manager:

- Timesheets, diary records and activity logs to demonstrate time spent on the approved and agreed scope of work, and to demonstrate that fees have been mitigated;
- Receipts for any expenses or travel costs in accordance with the agreed fees basis; and
- Draft invoice based on the above.

The HS2 case manager will advise the applicant as to whether the timesheet and draft invoice is accepted or rejected or if there are any queries or further evidence required.

Upon confirmation of acceptance from the HS2 agent or case manager, the applicant should address the final invoice, which should include (i) the name of the HS2 case manager, (ii) the address of the property impacted by HS2 (ie, not merely the client's address which might be different), and (iii) the client's VAT status, and attaching the supporting documentation, to:

Claimant/Client  
c/o HS2 Limited  
Accounts Payable  
Two Snow Hill  
Snow Hill Queensway  
Birmingham B4 6GA

Invoices should be submitted by email to [invoice.landandproperty@hs2.org.uk](mailto:invoice.landandproperty@hs2.org.uk) and copied to the relevant HS2 case manager and property finance officer. The invoice should be clearly marked with the HS2 case manager's name and any specified case number or reference number. A scanned or photocopied document is sufficient, the original document is not required.

The agent should submit a statement every month to HS2 of any outstanding agreed fee invoices if there is an unexplained delay in payment.

Invoices should be submitted no more than once every three months.

## 11 Further Advice

If there are any questions about this policy, please contact the HS2 Helpdesk as follows:-

HS2 Helpdesk  
High Speed Two (HS2) Ltd  
Two Snowhill  
Snow Hill Queensway  
Birmingham B4 6GA  
Email: [hs2enquiries@hs2.org.uk](mailto:hs2enquiries@hs2.org.uk)  
Freephone: 08081 434434

It is important that claimants obtain correct professional advice from practitioners experienced in compulsory purchase and compensation. The Royal Institution of Chartered Surveyors operates a customer helpline that can put people in touch with suitably experienced firms in their area and offer up to 30 minutes free professional advice. Its contact details are:-

Royal Institution of Chartered Surveyors  
12 Great George Street  
Parliament Square  
London SW1P 3AD  
Email: [contactrics@rics.org](mailto:contactrics@rics.org)  
Telephone: 024 7686 8555

The Central Association of Agricultural Valuers may also be able to assist owners in rural areas. Its contact details are:-

The Central Association of Agricultural Valuers  
Harts Barn Farmhouse  
Monmouth Road  
Longhope  
Gloucestershire GL17 0QD  
Email: [enquire@caav.org.uk](mailto:enquire@caav.org.uk)  
Telephone: 01452 831815

