HS2

Guide for Farmers and Growers

www.hs2.org.uk
BC_00116_21

Department for Transport

High Speed Two (HS2) Limited has been tasked by the Department for Transport (DfT) with managing the delivery of a new national high speed rail network. It is a non-departmental public body wholly owned by the DfT.

High Speed Two (HS2) Limited
Two Snowhill
Snow Hill Queensway
Birmingham B4 6GA

Phone: 08081 434 434

General email enquiries: **HS2enquiries@hs2.org.uk**

Website: **https://www.hs2.org.uk**

High Speed Two (HS2) Limited has actively considered the needs of blind and partially sighted people in accessing this document. The text will be made available in full on the HS2 website. The text may be freely downloaded and translated by individuals or organisations for conversion into other accessible formats. If you have other needs in this regard, please contact High Speed Two (HS2) Limited.

© High Speed Two (HS2) Limited, 2026, except where otherwise stated.

Copyright in the typographical arrangement rests with High Speed Two (HS2) Limited.

This information is licensed under the OGL Open Government Licence v3.0.

To view this licence, visit **http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3**, or for more information visit **https://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/about-psi**.

Where we have identified any third-party copyright information you will need to obtain permission from the copyright holders concerned.

recycle

Printed in Great Britain on paper containing at least 75% recycled fibre.

Contents

1	Introduction	4
2	Communication with farmers, landowners and rural business owners	5
3	Acquisition of land – at farmer's request	5
4	Relocation of farm buildings and facilities	6
5	Accessing land for surveys	6
6	Occupation of land for the HS2 works	7
7	Date of entry	7
8	Agricultural liaison officer	7
9	Construction activity	8
10	Accommodation works	9
11	Access	9
12	Fencing	9
13	Land drainage	10
14	Flood replacement areas	10
15	Services	10
16	Land restoration	11
17	Compensation payable	12
18	Construction disputes	13
19	Small Claims scheme	13
20	Residents' and Construction Commissioner	13
Explanatory note for landowners and occupiers		15
Individual plan for affected farms		18

1 Introduction

1.1.1 The purpose of this guide is to explain to farmers the policies currently offered by HS2 Ltd on agricultural property matters. Some of the matters discussed are more fully covered in other documents which are referred to in the text below.

1.1.2 You can claim reasonable compensation for compulsory purchase, temporary possession and survey access in line with the relevant compensation law and practice. This requires us (HS2 Ltd) to compensate you fully for all of your reasonable losses arising from the scheme. It also requires you to keep these losses to a minimum, if possible. Section 17 sets out further information on engaging with HS2 Ltd to submit a compensation claim.

1.1.3 The detailed design of HS2 has yet to be finalised, and many site-specific concerns can only be resolved when that stage is reached. HS2 Ltd recognises that this evolving situation may present difficulties for the farmer. However, the guide aims to manage expectations and engender a spirit of co-operation to help farmers manage the impacts of the construction and operation of the new railway. Our policies explained in this document do not affect your statutory rights to claim compensation under the Compensation Code or the High Speed Rail (London – West Midlands) Act 2017 or the High Speed Rail (West Midlands – Crewe) Act 2021 or the terms of any assurance, undertaking or agreement provided to date to any farmer by the Secretary of State in relation to the Act.

1.1.4 The principles set out in this guide will be adhered to throughout the design, construction and delivery of the railway. The guidance may be subject to revision from time to time, recognising that throughout the life of the project, practices may be improved or modified.

2 Communication with farmers, landowners and rural business owners

2.1.1 HS2 Ltd recognises that good communication will assist all parties during the design, construction and delivery into service of the railway.

2.1.2 HS2 Ltd will maintain regular engagement with all farmers affected.

2.1.3 Topics to be discussed will include:

- information on the railway programme and the evolving detailed design;
- consideration of the impact on the holding and whether any of the farmer's existing or future proposals can be allowed for in the programme of works;
- relocation or re-provision of farm buildings and other facilities affected by HS2 (may be subject to planning) (see section 3);
- detailed proposals for the temporary and permanent accommodation works;
- land restoration; and
- the impact on additional activities, such as fishing and sporting rights, and how best to protect them.

2.1.4 Having identified the concerns of each individual farmer, HS2 Ltd or the Nominated Undertaker will enter into arrangements following the principles set out in this Guide and how they apply to each individual farm.

3 Acquisition of land – at farmer's request

3.1.1 Owners of Properties in the safeguarded area which have not been made subject to Compulsory Purchase can serve a Blight Notice to the Secretary of State.

3.1.2 In addition to Statutory Blight, the Government has introduced a package of discretionary compensation schemes, which are intended to assist people most directly affected by the railway. The scheme which is likely to be of most relevance to owners and occupiers of agricultural property is Rural Support Zone Voluntary Purchase Scheme.

3.1.3 The Voluntary Purchase Scheme applies only to properties which are situated in the Rural Support Zone (RSZ) (if only part of the property is in the zone, either the dwelling or 25% of the whole area of the land must be in the zone). For details of the zones, please see **https://www.hs2.org.uk/map/**.

3.1.4 If the property falls within the RSZ, and the applicant is a qualifying owner-occupier (for an agricultural unit, holding a lease of more than three years remaining and having occupied for at least six months prior to submitting the application, and is the applicant's main residence situated on the agricultural holding), they may be eligible to apply. If successful, you may be entitled to ask the Government to purchase your holding at full unblighted market value, or to ask for 10% of that value to be paid. Please see the HS2 publication Rural Support Zone – Guidance and application form for more detail.

4 Relocation of farm buildings and facilities

4.1.1 HS2 Ltd acknowledges that in some cases, it may be necessary for farmers to relocate or re-provide agricultural buildings displaced by railway works and that these buildings may need to be relocated or re-provided before the original facility is lost. Where such a need arises, HS2 Ltd will provide appropriate assistance, which shall include the provision of a statement of impact and timing, where the replacement facility needs to be provided pursuant to a deemed planning consent under the Town and Country Planning (General Permitted Development) (England) Order 2015 or a separate application for planning consent.

4.1.2 HS2 will discuss requirements with affected farmers on a case-by-case basis.

5 Accessing land for surveys

5.1.1 The High Speed Rail (London – West Midlands) Act 2017 came into force on 23 February 2017. The High Speed Rail (West Midlands – Crewe) Act came into force on 11 February 2021. The Acts mean the Secretary of State for Transport may authorise entry to non-residential land within 500 metres of a proposed route of a high-speed railway line in Great Britain, for survey purposes. This includes the former Phase 2a where the Secretary of State may still need to authorise entry for remediation and other associated purposes.

5.1.2 Where the land is subject to an existing site access licence the terms of the licence (including any entitlement to financial payments) will continue until its expiry or termination, after which time, if access is still required, notice under Schedule 2 of the Act will be given. Further information can be found in Information Paper C14: Site Access for Surveys.

6 Occupation of land for the HS2 works

6.1.1 The Secretary of State may occupy land temporarily rather than using powers of permanent acquisition. The mechanism for occupying land temporarily is that contained in Schedule 16 of the High Speed Rail (London – West Midlands) Act 2017. An explanatory note summarising how this works in practice is attached to this Guide. Any decision to occupy land temporarily, rather than exercise powers to permanently acquire, is subject to the Secretary of State and the landowner entering into a satisfactory agreement, with respect to things such as the reinstatement of the land, the level of compensation payable, and maintenance of any remaining structures or landscape.

6.1.2 Where temporary occupation of land occurs, the Secretary of State will liaise with the farmer/landowner as to their requirements for that land, and the likely duration of the occupation and use of the land.

7 Date of entry

7.1.1 The Secretary of State will provide a minimum of 28 days' notice of entry where land is to be temporarily occupied. See Section 5 for details on when the use of temporary occupation may be applicable.

7.1.2 It is recognised, however, that many farmers would prefer a longer period of notice.

7.1.3 Although it is not proposed to alter the formal notice period, as set out above, HS2 Ltd will be in regular communication with farmers during the design and construction of the railway and will seek to provide early and timely advice on the proposed timescales for the start and duration of works affecting the farm.

8 Agricultural liaison officer

8.1.1 HS2 Ltd has an agricultural liaison officer experienced in agricultural matters who is contactable by telephone 24 hours a day, seven days a week, during construction on agricultural land.

9 Construction activity

9.1.1 The construction activities will be controlled through the provisions contained within the Act and the policies established in the Environmental Minimum Requirements (EMRs), obligations which will be binding on HS2 Ltd and the Nominated Undertaker. The Act also provides for 'qualifying authorities' to exercise control over certain construction arrangements. Further details can be found in Information Paper E1: Control of Environmental Impacts.

9.1.2 The EMRs incorporate a series of documents which HS2 Ltd is required to adopt and implement, including the Code of Construction Practice (CoCP), which set general measures for achieving and maintaining appropriate levels of environmental protection during the construction phase. In addition, more detailed plans which set out measures to be adopted in relation to construction works at particular locations are provided through the line of route through Local Environmental Management Plans.

9.1.3 The CoCP sets out a series of objectives and measures to be applied throughout the construction period. These arrangements include:

- details of the works to be undertaken and the provision of a contact name, telephone number and address to which enquiries should be directed;
- a system for dealing with enquiries or complaints, including a telephone staffed 24 hours a day; and
- a complaint resolutions system as detailed in sections 17 and 18 of this Guide.

9.1.4 The Nominated Undertaker will be required to manage their activities to protect the quality of groundwater and surface water resources, and to manage dust, air pollution, odour and exhaust emissions in accordance with 'Best Practicable Means' (within the meaning of the CoCP). Further details are set out in sections 7 and 16 of the CoCP.

9.1.5 Where works are carried out by statutory undertakers or utility companies in connection with the railway, they will be required to adhere to the same requirements.

9.1.6 Workers' living accommodation provided by the Nominated Undertaker will be confined to specific areas on some construction sites. The CoCP provides for each such area to be agreed and managed in accordance with a scheme to be discussed with the local planning authority.

9.1.7 On completion of the railway works, HS2 Ltd, or the Nominated Undertaker, will provide suitable plans including the final boundaries of the railway and areas and ownership of adjoining lands.

10 Accommodation works

10.1.1 Where land is to be acquired or temporarily occupied for railway purposes, it is likely that some form of accommodation works will be provided to allow the continuation of the activities adjacent to the railway. This may include the provision of new or altered accesses to or around the farm, fencing, the re-provision of built facilities, and the provision of services. Appropriate accommodation works will be discussed with farmers on a case-by-case basis and in a timely manner.

10.1.2 The provision of accommodation works will depend on the individual circumstances of the holding. Accommodation works are taken to include accommodation bridges and access arrangements and will have regard to the commercial justification by the landowner, such as the value, use and location of the lands concerned.

10.1.3 The structures of accommodation bridges, underpasses, culverts or sleeves over or under HS2 will be maintained by the future operator of the railway. The maintenance of access way surfaces or services within will need to be determined on a case-by-case basis. The farmer will normally be responsible for any surface over which they will have exclusive use.

10.1.4 The Nominated Undertaker will discuss with each landowner the provision and timing of accommodation works as part of the compensation package.

11 Access

11.1.1 Permanent access arrangements will be discussed as part of the accommodation works. In some circumstances this may include accommodation bridges or underpasses across the railway or the provision of tracks within the farm. Some of these facilities may be shared with others or incorporate public rights of way. (See Information Paper E24: Private means of Access.)

11.1.2 During construction, the Nominated Undertaker will maintain access to the rural landowner's land under controlled conditions where necessary and reasonably practicable, and without prejudice to the landowner's rights to disturbance compensation. (See information paper D11 Maintaining Access to Residential and Commercial Property during Construction.) Similarly, access across or around construction works for livestock and machinery will be provided under controlled conditions where necessary and reasonably practicable, and without prejudice to the farmer’s right to disturbance compensation.

12 Fencing

12.1.1 Permanent boundary fencing will be provided as appropriate and will be discussed as part of the dialogue on accommodation works. The type of fencing required will depend on both the use of the adjoining land and the security requirements of HS2.

12.1.2 Temporary fencing between the retained land and the land used for construction will be erected as soon as possible after the land has been handed to the contractor for construction. The type of fencing required will depend on both the use of the adjoining land and the security requirements of the construction site.

13 Land drainage

13.1.1 HS2 Ltd will engage with farmers and growers to identify the existing drainage arrangements on land holdings required for the construction of the railway. In the first instance this will be established through correspondence and copies of relevant drainage plans and or specialist survey where deemed appropriate.

13.1.2 Prior to the commencement of significant construction works, land drains affected by the railway works will, where practicable, be intercepted in a manner which maintains their efficiency. Work will be carried out to an appropriate specification after discussion with the farmer affected.

13.1.3 Where appropriate, plans to modify land drainage will be provided by HS2 Ltd.

13.1.4 HS2 will use an appropriate specialist to advise on drainage works. Further details about land drainage can be found in Information Paper E27: Land Drainage.

13.1.5 Where natural drainage patterns are adversely affected by the railway works, the provision of supplementary drainage or irrigation works will be considered, having regard to an assessment of compensation and the commercial justification.

14 Flood replacement areas

14.1.1 The railway is designed so as not to increase the risk of flooding from existing watercourses. As a result, HS2 Ltd has identified a number of areas of land required to provide replacement flood storage areas. This may mean that the Nominated Undertaker will need to re-profile areas of land to a level below the existing ground surface level to accommodate these requirements. As a consequence, an area of land (which can continue to be used as before) may become more susceptible to flooding than before.

14.1.2 Although the broad location of these flood replacement storage areas has been identified in the Act, the exact location and size will be determined through the detailed design process. HS2 Ltd will liaise with affected farmers in respect of the same during the detailed design process.

15 Services

15.1.1 Where private services for a holding are affected by the railway construction works, alternative services will be provided where reasonably practicable. These may include the provision or amendment to an existing private water supply and electricity supply around a farm.

15.1.2 Where a supply needs to cross the railway, services will be installed in sleeves where necessary.

15.1.3 Where public services for a holding are affected by the railway construction works, except when agreed otherwise, alternative services will be installed before the existing service is disconnected.

16 Land restoration

16.1.1 Where land is occupied temporarily, the acquiring authority will give up occupation no later than 12 months after the completion of the relevant construction works unless otherwise agreed with the landowner.

16.1.2 HS2 Ltd will utilise appropriately qualified specialists to provide advice on the restoration of agricultural land. Further details are set out in Information Paper C2: Rural Landowners and Occupiers Guide

16.1.3 Except as provided under section 5 above, where any land is used temporarily, before giving up possession HS2 Ltd will reinstate the land to such condition as may be agreed with the landowner and the relevant planning authority. An agreed record of the existing condition of the land will be made as necessary, before any works start.

16.1.4 HS2 Ltd will work with landowners and farmers whose productive agricultural soils are temporarily affected by the construction of railway works and/or are affected temporarily as a result of land-raising, with the intention to bring agricultural soils back to enable their former use before construction of the HS2 works on the relevant land. HS2 Ltd shall prepare in consultation with the relevant landowner and relevant planning authority an agricultural soils plan in advance of construction that shall include:

- a pre-disturbance record of the soil's physical characteristics;
- a target specification, set by the Nominated Undertaker and informed by a suitably qualified agricultural soils scientist or practitioner, for agricultural soils being restored to agriculture after temporary use;
- a method of assessing the suitability of handling soils based on plastic limit (i.e. to avoid moving soils when wet and plastic so that they do not compact when replaced);
- advice on stripping topsoil and subsoil to the correct depth;
- recommendations of the most suitable equipment for soil handling;
- advice on soil storage (e.g. heights and management of soil stores);
- advice on alleviating compaction after replacement;
- a schedule of aftercare maintenance, to include soil testing, appropriate to the target specification for a period of up to five years following completion of the relevant construction work; and
- a final report to determine the final handover condition of the agricultural soil.

16.1.5 Should the target specification not be met by the expiry of the period of five years for aftercare maintenance, then, if the landowner has fully complied with a schedule of aftercare, HS2 Ltd, informed by a suitably qualified agricultural soils scientist or practitioner, may extend that period by a further five years.

16.1.6 The agricultural soils plan will be incorporated in and prepared as part of the CoCP, and will form part of the EMRs with which the Nominated Undertaker will be bound to comply.

17 Compensation payable

17.1.1 Farmers affected by the exercise of compulsory powers of acquisition will be compensated according to the Compensation Code. The 'Compensation Code' is a collective term for the principles deriving from Acts of Parliament and case law, relating to compensation for compulsory acquisition. The code's general purpose is to provide fair compensation for a person whose land has been compulsorily taken.

17.1.2 Where land is acquired permanently, compensation can be claimed for the un-blighted market value of the land acquired (assuming it is sold by a willing seller) plus statutory loss payments, disturbance (including stamp duty land tax in relation to replacement property), diminution in value of any retained land and other losses arising as a direct and reasonable consequence of the acquisition.

17.1.3 Where land is occupied only temporarily, the landowner can claim compensation for any loss which the landowner and occupiers may suffer by reason of the exercise of the power to occupy land. No statutory loss payments are payable where temporary occupation powers are taken.

17.1.4 Compensation will be paid promptly, and if a farmer provides detailed information of their claim, HS2 Ltd will provide an estimate of their likely compensation entitlement.

17.1.5 The assessment of compensation can be complex and it is recommended that farmers take appropriate professional advice. HS2 Ltd will generally pay for farmers to take professional advice where it is agreed in advance.

17.1.6 HS2 Ltd is committed to fully compensating farmers as soon as possible for losses incurred as a result of the compulsory purchase or temporary occupation of their land for HS2. The Compensation Code puts the onus on the claimant to provide sufficient appropriate evidence to justify claims. However, HS2 Ltd will provide feedback on unsuccessful claims and advice and guidance where appropriate.

17.1.7 It may be necessary for HS2 Ltd to take ownership of land before we fully agree or pay compensation. In these circumstances farmers can ask for an advance on their compensation payment. This is known as an advance payment request. This can be requested before or after we have bought the land and/or property. If we can reach an agreement on the request, we will pay the full value of the advance payment request. If we cannot reach an agreement, we will pay 90% of our estimate of compensation (this may be less than the claimants' agent's estimate).

Compensation disputes

17.1.8 In the event that a dispute arises on compensation payable, the matter is referred to the Upper Tribunal (Lands Chamber) for independent determination by experts.

Alternative dispute resolution

17.1.9 Referring disputes to the Upper Tribunal (Lands Chamber) can involve lengthy periods of time until the case is determined, and can be expensive. HS2 Ltd provides an alternative dispute resolution (ADR) process to assist in resolving disputes in valuation and compensation in a more timely and economic way.

18 Construction disputes

18.1.1 The measures set out in the CoCP are designed to help limit disturbance from construction activities and are expected to keep the number of complaints and claims to a minimum. HS2 Ltd or the Nominated Undertaker will provide individual farmers and landowners with a single point of contact for claims for compensation in the event of damage being caused by construction activities. In the event of a claim, a farmer would also have access to the Small Claims Scheme, which enables quick and ready redress for damage to property arising from construction activities. In addition, the Residents' and Construction Commissioner would also be available to assist in reaching resolution of construction related disputes. These policies and measures are not a substitute for the normal legal remedies open to a claimant, but are expected to allow claims to be handled less formally and more quickly than would otherwise be possible.

18.1.2 Claims arising in respect of contractors or subcontractors engaged by HS2 Ltd to carry out certain works can properly be addressed to HS2 Ltd. In addition, HS2 Ltd will put in place appropriate contractual, monitoring and enforcement procedures to ensure that claims against contractors arising out of the execution of railway works on agricultural land are being dealt with promptly and effectively.

19 Small Claims scheme

19.1.1 HS2 Ltd has established a small claims procedure to provide a positive and clear mechanism for minor construction-related residential, business or agricultural claims, up to a value of £10,000.

19.1.2 If a farmer considers they have a claim for physical damage arising from a construction related activity, they should first address the claim to the person identified as the point of contact. If immediate action cannot be taken to resolve or settle the claim, it should be passed to a Small Claims Administrator for resolution or settlement.

19.1.3 The Small Claims Administrator is responsible for investigating the claim, setting up a meeting with the claimant to discuss the claim, deciding whether the claim was warranted, assessing the damage, and arranging payment to the claimant.

19.1.4 It is hoped that any claim can be successfully dealt with in this manner. However, if a claim cannot be resolved satisfactorily, the claimant would be able to write to the Residents' and Construction Commissioner, requesting resolution and settlement.

20 Residents' and Construction Commissioner

20.1.1 The Residents' and Construction Commissioner is appointed by the Secretary of State to provide an independent arbitration service for complaints of the manner detailed above.

20.1.2 A key role of the Residents' and Construction Commissioner is to help resolve complaints about damage or problems caused by construction activity associated with the railway. It is envisaged that the commissioner will act primarily as a last resort intermediary when other avenues have failed.

Guide for Farmers and Growers

Part Two – Explanatory note

Explanatory note for landowners and occupiers

Agricultural land – temporary occupation

1. Schedule 16 of the High Speed Rail (London – West Midlands) Act 2017 gives the Secretary of State, as the Promoter, the right to uninterrupted use and occupation of land within limits for the purposes of constructing the railway and ancillary works.
2. Powers for temporary occupation are normally used where:
    a) the land is not materially changed in nature by the HS2 works;
    b) the land is used for agriculture and will be returned to long-term agriculture following completion of the HS2 works;
    c) the land is not required for permanent works, or is not within the permanent acquisition boundary; and
    d) the land is required for construction, but the land boundaries with permanent works have yet to be finalised. Final arrangements and boundaries will be determined once detailed design of the railway is fixed and after engagement with the landowner, and those with an interest in land, on the details.
3. Temporary occupation powers can, in certain circumstances, be used where land is materially changed in nature by HS2 works, provided that the landowner agrees - before a notice to acquire is served - to:
    a) manage, in accordance with management arrangements agreed between the Promoter and the landowner, land materially changed by HS2 works (e.g. earth bunds graded for future agricultural use, or woodland or ecological sites of replacement habitats) where the landowner is a competent person to do so;
    b) remove the obligation on the Promoter to reinstate land materially changed by HS2 works (and the landowner contracts out of the obligations set under Schedule 16 of the High Speed Rail (London – West Midlands) Act 2017;
    c) accept a restriction on removal of HS2 works; and
    d) enter into any necessary easement (or similar arrangement) for services or utilities under or over the land.
4. Information Paper C4, paragraph 4 sets out the policy for worksites and other temporary land requirements. Generally, if it is economic for the Secretary of State to acquire temporary rights of occupation rather than outright acquisition, they will do so.
5. If agricultural land is available to the Secretary of State on a temporary occupation basis for construction works, it will normally be considered economic for them to acquire temporary rights of occupation, provided the land concerned is planned to be used solely for agricultural purposes after hand-back. This will not normally be the case in the following examples:
    a) Where compensation could be sought reflecting the development potential of the land.
    b) Where compensation could be sought reflecting the value of mineral or tipping rights in the land.
    c) The land also includes buildings which require demolition and re-instatement involving greater costs.
    d) The land is used for a tunnel or tunnel drive working site.
    e) The period of occupation exceeds five years.
    f) There are other factors which significantly increase the costs of temporary acquisition.

g) The HS2 works materially change the nature of the land and the landowner will not agree to the requirements set out in paragraph 3 above.
h) The landowner and occupier of a piece of land do not both agree to temporary occupation.

6. In assessing whether it is economic for the Secretary of State to occupy land planned to be used in the long term for agricultural purposes, the cost of occupation and restoration must not materially exceed the overall cost of outright acquisition and subsequent disposal of the land with rights of access to the land in question. An agreement between the landowner and HS2 Ltd on the occupation costs and the heads of claim for losses and reinstatement may be necessary in advance of service of a formal notice to enter onto the land.
7. The Secretary of State as the Promoter is committed to engaging with landowners and occupiers on matters including future land arrangements and accommodation works.
8. For temporary occupation, a formal notice is served on landowners and occupiers under Schedule 16 of the High Speed Rail (London – West Midlands) Act 2017, enabling the Promoter to take entry following a period of not less than 28 days. However, the detailed programme and likely date of occupation will normally be discussed with landowners and occupiers beforehand. We will also provide an indication of the period of planned occupation and update the landowner and occupier from time to time.

Compensation

9. The landowner and those with an interest in land have the right to claim for any loss arising from the temporary occupation. Professional fees reasonably incurred may form part of that claim.
10. Compensation can be paid either in the form of an annual payment (where the occupation is for a number of years) or one-off payments to cover both a land element and payment of ancillary losses.
11. Annual payments or a one-off payment for occupation within a period of a year would normally be treated as income rather than a capital gain for tax purposes.
12. If there is a dispute on compensation under Schedule 16 of the High Speed Rail (London – West Midlands) Act 2017 Act or Schedule 15 of the High Speed Rail (West Midlands – Crewe) Act 2021, the assessment of compensation can be referred to the Upper Tribunal (Lands Chamber) for independent determination.

Leases and licences

13. There is no merit in a lease or licence agreement because it offers no more protection for the landowner (or those with an interest in the land) and the Act powers are necessary to give certainty of occupation.

Guide for Farmers and Growers

Part Three – Individual plan

Individual plan for affected farms

1. Contact details

Farm address	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
Contact name	
Correspondence address (if different from farm address)	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
Name of farmer's land agent **Company Address** **Telephone – landline** **Telephone – mobile** **Email** **Agent's case ref** **Agent's fee agreement in place**	 Address 1 Address 2 Address 3 Address 4 Address 5 Postcode

Name of farmer's solicitor **Company Address** **Telephone - landline** **Telephone - mobile** **Email** **Solicitors case ref**	 Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
HS2 land agent **Company Address** **Telephone - landline** **Telephone - mobile** **Email**	 Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
Agent instructed by HS2 **Contact Address** **Telephone - landline** **Telephone - mobile** **Email**	 Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
HS2 area property lead **Telephone - landline** **Telephone - mobile** **Email**	
HS2 Helpdesk	08081 434 434
HS2 enquiries email	HS2enquiries@hs2.org.uk

2. Farm details

Brief description	Brief description of the farm, farming and other activities on the farm.
Area	
Tenure	Description of tenure (freehold, FBT, AHA or other arrangements).
Landlord	
Is the land affected subject to VAT?	
Agri-environmental schemes	
Other farm activities	Does the farm fall within stewardship schemes or any other schemes that have a bearing on compensation? Identify if other users or farm activities are impacted by the railway.
Land drainage (If yes are plans available?)	
Drainage advisor?	
Holding plan	
Rural Payment Agency plan	
other agreements on farm	
Wayleaves/easements	
Private services	Identify other services, water, electricity, irrigation, abstraction licences

3. Scheme impacts

Scheme impacts Area of land within limits HS2 contract area Works description Plan ref	 xx hectares List identified works on the holding – including whether permanent or temp. What is needed and what for?
Utility diversions Description diversion 1 HS2 utility ID Documentation required Proposed timing of works Duration Issue info pack Restoration As built plans available Completed	 Diversion description. Form of agreement required. Info pack to include helpline numbers, ALO contact details - contractor contacts/details. Land restoration and appropriate aftercare needs to be agreed with the landowner. Details need to be discussed prior to start of restoration works with a scheme for land drainage alterations or new installation. Plans to include any aftercare requirements. As built plan from utility installer needs to be provided once work is complete. Confirmation that the necessary documentation/ agreement is in place.
Description diversion 2 HS2 Utility ID Documentation required Proposed timing of works Duration Issue info pack Restoration As built available Completed	 Form of agreement required. Info pack to include helpline numbers, ALO contact details - contractor contacts/details if applicable. Land restoration and appropriate aftercare needs to be agreed with the landowner. Details need to be discussed prior to start of restoration works with a scheme for land drainage alterations or new installation. Plans to include any aftercare requirements. As built plan from utility installer needs to be provided once work is complete. Confirmation that the necessary documentation/ agreement is in place.

Mitigation or environmental works	Yes/no
Description of planting	Type of planting, purpose.
Proposed timing of works Duration	Expected duration of planting activity including access arrangements.
	Yes/no
If yes, can it be returned to landowner?	
Basis of return	Details of what restriction would be imposed if land is to be returned and any access requirements needed.
Maintenance period	Explanation of the maintenance requirements for establishment and then more permanent arrangements.
Agreement in place	Yes/no
Ecological works	Yes/no
Description of works	Type of works required.
Proposed timing of works Duration	Expected duration of construction activity.
	Yes/no
If yes, can it be returned to landowner?	
Basis of return	Details of what restriction would be imposed if land is to be returned and any access requirements needed.
Maintenance period	Explanation of what are the maintenance requirements for establishment and then more permanent arrangements.
Agreement in place	Yes/no
Scheme access requirements	
Are access rights required over farmer retained land	Yes/no
If yes, specify	
Additional HS2 requirements	HS2 access requirements on land outside the boundary fence. List if other requirements are identified.
Land restoration	
Return to landowner	Yes/no
If yes, restoration plan agreed with landowner	
Scheme agreed with LA	Yes/no
Restoration completed and signed off	Yes/no
Handback	Yes/no
Aftercare in place	

Site access agreements GI access agreement signed Expiry date Doc number Environmental access agreement signed Expiry date Doc number	
Accommodation works (in contract) **Fencing** Temp Permanent **Access gates (Perm)** Accesses from Highways incorporated within design agreed with Highway authority Confirm to landowner Work instructed Works completed Sign off **Access (Temp)** Requirement during works Confirm to landowner **Access tracks in works** Requirement incorporate in design Confirm to landowner Work instructed Works completed Sign off	 Required spec Required spec Description of requirement. Yes/no Yes/no Yes/no Description of requirement. Description of requirement. Yes/no
Land drainage Existing land drainage plans exist? Amended design undertaken Design agreed between parties Work instructed Works completed Sign off Provide as built plans	 Yes/no Yes/no

Accommodation works (out of contract) Required Proposal Agents recommendation	These could include off-site works like replacement facilities to mitigate claim. Yes/no Description Yes/no

4. Correspondence log, Undertakings and Assurances (if applicable), payments and notices served

Meeting and correspondence log	Record of meetings and correspondence relevant to claim including any agreements reached.
Assurances	List of any assurances or other commitments given that relate specifically to the farmer.
Related Undertakings	Identify any undertakings or assurances that may have relevance to the landholding.
Payments	Listing all payments made in relation to claim including professional fees, planning fees (if required) and advanced payments.
Notices served	List of notices served with dates and notice type.

Land handback Restoration plan produced Discussed with landowner Handback agreed Agreement in place Discharge of obligation	

Keeping you informed

We are committed to keeping you informed about work on HS2. This includes making sure you know what to expect and when to expect it, as well as how we can help.

Residents' and Construction Commissioner

The independent Residents' and Construction Commissioner oversees and monitors our **community engagement strategy**, making sure we fulfil our commitments to you.

The commissioner monitors the way we manage and respond to complaints about construction and advises members of the public how to make complaints.

The commissioner helps settle disputes involving individuals and organisations that we can't resolve.

You can find the commissioner's report and our responses at: **www.gov.uk/government/collections/independent-hs2-commissioner**

The commissioner can be contacted on: **hs2commissioner@dft.gov.uk**

Property and compensation

You can find out all about HS2 and properties along the route by visiting: **www.gov.uk/government/collections/hs2-property**

Find out if you're eligible for compensation at: **www.gov.uk/claim-compensation-if-affected-by-hs2**

Holding us to account

If you are unhappy for any reason, you can make a complaint by contacting our HS2 Helpdesk team. For more details on our complaints process, please visit our website: **www.hs2.org.uk/contact-us/how-to-complain**

Contact us

Our HS2 Helpdesk team are available all day, every day. You can contact them by:

☎ Freephone **08081 434 434**

Minicom **08081 456 472**

@ Email **hs2enquiries@hs2.org.uk**

Write to

FREEPOST
HS2 Community Engagement

Website **www.hs2.org.uk**

To keep up to date with what is happening in your area, visit:

www.hs2inyourarea.co.uk

Please contact us if you'd like a free copy of this document in large print, Braille, audio or easy read. You can also contact us for help and information in a different language.

We are committed to protecting personal information. If you would like to know more about how we use your personal information, please see our privacy notice (**www.gov.uk/government/publications/high-speed-two-ltd-privacy-notice**).

High Speed Two (HS2) Limited, registered in England and Wales.
Registered office: Two Snowhill, Snow Hill Queensway, Birmingham B4 6GA. Company registration number: 06791686. VAT registration number: 888 8512 56.

HS2

High Speed Two (HS2) Ltd
Two Snowhill, Snow Hill Queensway
Birmingham B4 6GA
Freephone: 08081 434 434
Email: HS2enquiries@hs2.org.uk
BC_00116_21

www.hs2.org.uk