

## DISTRICT LEVEL LICENSING FOR WORKS AFFECTING GREAT CRESTED NEWTS: ORGANISATIONAL LICENCE

### Section 1: OVERVIEW

This Licence permits those local planning authorities listed from time to time by Natural England in Column 11 of **Annex A** hereto to carry out certain activities affecting great crested newts (*Triturus cristatus*), a protected species, that would otherwise be unlawful. This Licence facilitates the implementation of a Conservation Strategy developed by NatureSpace Partnership ('the Delivery Partner') in conjunction with the Newt Conservation Partnership Ltd ('the Compensation Partner').

Reference WML-OR148

Documents incorporated into this Licence:

The following annexes form part of this Licence:

- **Annex A** (Licensees and Special Licence Conditions applicable to each Licensee);
- **Annex B** (protocol for Licence Activities);

The following documents are integral to this Licence:

- The Conservation Strategy (Form 1 & Form 2) applicable to each Licensee.
- Natural England Technical Information Note TIN176 'A Framework For District Level Licensing of Development Affecting Great Crested Newts'.

The following agreement has been entered into in support of this Licence:

- Long Term Agreement for Conservation of Great Crested Newts dated 19<sup>th</sup> October 2023.

Statutory powers

Conservation of Habitats and Species Regulations 2017 (as amended) ('the 2017 Regulations'), and

The Wildlife and Countryside Act 1981 (as amended) ('the 1981 Act') ('the Legislation')

## Section 2: IMPORTANT ADVICE

This Licence authorises acts that would otherwise be offences under the Legislation. Failure to comply with its Terms and Conditions:

- i. may be an offence against the Legislation or mean that this Licence cannot be relied upon. The maximum penalty available for failing to comply with a condition of a licence under the 2017 Regulations is, at the time of the issue of this Licence, an unlimited fine and/or a six month custodial sentence; and
- ii. may result in this Licence being revoked and/or the refusal to grant future licences.

If the activity that you wish to undertake is not covered by this Licence, or if you are unable to comply with any of the terms and conditions which apply to the use of this Licence, then the Licensee will need to apply to Natural England for an amendment to this Licence or you need to apply for a separate licence.

This Licence is not a consent or assent for the purposes of Part II of the 1981 Act in respect to Sites of Special Scientific Interest. It is your responsibility to get consent or assent if required (see Information & Advice note c, below).

## Section 3: GRANT OF LICENCE

**Natural England** hereby severally and not jointly authorises<sup>1</sup> each Licensee under section 16(3)(c) and (j) and section 16(5) of the 1981 Act and under regulation 55(2)(a), (c) and (e) and regulation 57 of the 2017 Regulations, being satisfied that as regards the purposes specified in this Licence that there is no satisfactory alternative and that the actions authorised will not be detrimental to the maintenance of the populations of the species concerned at a favourable conservation status in their natural range or be detrimental to the survival of any population of the species under section 16(3)(b) and regulation 55(9), as follows:

To: Carry out the Licence Activities detailed in **Annex B** (in accordance with the Protocol Conditions) to this Licence for all life-stages of the **great crested newt** (*Triturus cristatus*).

For the following purposes:

- scientific or educational purposes;
- conserving wild animals or wild plants or introducing them to particular areas, and
- preserving public health or public safety or other imperative reasons of overriding public interest including those of a social or economic nature and beneficial consequences of primary importance for the environment.

Between (and inclusive): The Renewal Date and 28<sup>th</sup> January 2027 ('the Licence Expiry Date')

Within: The Licensed Region

Subject to: The Terms and Conditions of this Licence.

Who can use this Licence: This Licence can only be used by a Licensee, the Delivery Partner, the Compensation Partner, Authorised Developers and Compensation Providers, and persons they have authorised as Accredited Agents and Assistants. It excludes any person with a recent conviction (see Information & Advice note f).

<sup>1</sup> Natural England is authorised to exercise this power in accordance with an agreement made with the Secretary of State under section 78 of the Natural Environment and Rural Communities Act 2006

## Section 4: DEFINITIONS used throughout this Licence

<b>Accredited Agent</b>	A person who is authorised in writing to act under this Licence by an Appointed Person, the Delivery Partner, the Compensation Partner, an Authorised Developer, or a Compensation Provider.
<b>Activities Record</b>	<p>A record of all activities carried out under this Licence in the following template (as a minimum):</p> <p>(a) list of all persons, companies and organisations authorised to act under this Licence and in what capacity (e.g. Accredited Agent, Authorised Developer, etc.); including those authorised as a result of any transfer of an Authorisation by the Licensee(s);</p> <p>(b) up-to-date maps showing the locations of the Compensation Land, the location of Compensation Works, including the identification of each compensation pond, extent of Terrestrial Habitat Compensation, and extent of legal agreement between the landowner and NCP. A map of the location of all Authorised Development (including in each case the name or number identifying each parcel and map reference);</p> <p>(c) details of the Compensation Works implemented on each parcel of Compensation Land, including habitat creation, restoration, enhancement and management and details of any translocations (seeding/introductions) of great crested newts carried out;</p> <p>(d) details of each parcel of Operational or Development Land where Licence Activities have been authorised (including the date works commenced and were completed, aquatic and terrestrial impacts, location and zone, On-site compensation, Retained Ponds, details of great crested newts captured and moved);</p> <p>(e) any additions, removals or amendments relating to parcels of Compensation Land or Operational or Development Land (including cessation of management);</p> <p>(f) surveying and monitoring of Off-site Compensation Ponds and Terrestrial Habitat Compensation (including any ponds or terrestrial habitat created in accordance with Conditions 27e and 28e);</p> <p>(g) surveying and monitoring of Retained Ponds, On-site Compensation Ponds and On-site Terrestrial Habitat Compensation, including details of Retained Ponds that fail within 25 years of Development Works (including any ponds or terrestrial habitat created in accordance with Conditions 27e and 28e);</p> <p>(h) incidents or reports of activities in breach of this Licence, or Compensation Contracts, including details of steps taken, and any disciplinary, remedial or corrective action;</p> <p>(i) other material records, plans or documents relating to this Licence;</p> <p>(j) details of GCN status in each Licensed Region in terms of Favourable Conservation Status.</p>
<b>Appointed Person</b>	An employee of a Licensee who is nominated to act as a single point of contact for Natural England with regard to this Licence in accordance with Condition 7. This nominated Appointed Person shall be responsible for overseeing use of the Licence, including delivery of the Conservation Strategy by the Delivery Partner and

Compensation Partner, record keeping, compliance and enforcement.

In the event that the Appointed Person should change, Natural England should be notified of this in writing prior to this change occurring.

**Assistant(s)**

A person assisting an Accredited Agent, who is only authorised to act under this Licence whilst they are under the direct supervision of an Accredited Agent.

**Authorisation/Authorised**

A Licensee authorising a developer under the terms of this Licence to become an Authorised Developer to carry out Authorised Development.

An Authorisation must include (as a minimum):-

- (a) the identity of the Licensee;
- (b) the name (or full corporate details) and address of the Authorised Developer;
- (c) a name, address or reference number to identify the Authorised Development;
- (d) a map reference (6 figure minimum) of the centre of the Authorised Development;
- (e) a map that clearly shows the boundary of the Authorised Development (this may be the plan attached to the Development Consent as long as the boundary is clearly marked);
- (f) a list of the Licence Activities that are authorised (including relevant Protocol Conditions) (Annex B).
- (g) a requirement for the Authorised Developer to comply with the relevant provisions of the Licence;
- (h) the Licence Expiry Date and an explanation of condition 23 and any Note thereto (see Information & Advice Notes b & d);
- (i) a description of the impacts of Authorised Development on great crested newts and their habitats;
- (j) for Authorised Development outside of the Red Zone the approved Best Practice Principles as an advice note to all Authorised Developers;
- (k) for Authorised Development in the Red Zone, the approved GCN Mitigation Principles as an advice note to all Authorised Developers; and
- (l) a prohibition on transfer of assignment of the Authorisation without prior compliance with condition 19.

**Authorised Developer(s)**

A company or person including their officers and employees that is in receipt of Development Consent in respect of Operational or Development Land and has received written Authorisation from a Licensee (or an Appointed Person on behalf of a Licensee)

**Authorised Development**

Works which have been granted Development Consent and have received written Authorisation from a Licensee (or an Appointed Person on behalf of a Licensee).

Including all works and activities incidental to the consented and authorised works.

<b>Best Practice Principles</b>	A set of best practice principles recommended for use on Authorised Development provided in the Conservation Strategy.
<b>Commencement Date</b>	The original start date of this Licence as shown in Annex A, Column 8 and relating to the corresponding Licensee shown in Column 11 of Annex A.
<b>Compensation Contract</b>	<p>Written legally binding contracts between the Compensation Partner and each Compensation Provider which must include (as a minimum) for each parcel of Compensation Land:</p> <ul style="list-style-type: none"> <li>(a) a name, address or reference number to identify the parcel of land;</li> <li>(b) a map reference (6-figure minimum) of the centre of the parcel of land;</li> <li>(c) the name and address of the Compensation Provider;</li> <li>(d) map(s) that clearly demarks the boundary of the Compensation Land;</li> <li>(e) a minimum contract term of 5 years;</li> <li>(f) the Licence Activities permitted (including the Protocol Conditions);</li> <li>(g) the time period during which the Compensation Provider is permitted to act under this Licence (see Information &amp; Advice notes b &amp; d);</li> <li>(h) requirements on the Compensation Provider to comply with the relevant provisions of this Licence, site management plans issued by the Compensation Partner and any specification for Compensation Ponds. Full payment to be made only after the Compensation Partner's reasonable satisfaction that requirements have been met;</li> <li>(i) recording, monitoring or site access requirements; and</li> <li>(j) requirement to comply with approved Best Practice Principles and GCN Mitigation Principles where appropriate.</li> </ul>
<b>Compensation Land</b>	<p>Land that will provide compensation habitat for great crested newts in accordance with the Conservation Strategy for the Licensed Area, which may include: Land that is not part of Operational or Development Land (<b>'Off-site Compensation Land'</b>); and</p> <p>Land that is part of Operational or Development Land (<b>'On-site Compensation Land'</b>).</p>
<b>Compensation Partner</b>	The Newt Conservation Partnership Ltd including its employees and officers who shall, under contract to the Delivery Partner, be the agent responsible for designing and securing the delivery of Compensation Works on the Off-site Compensation Land on behalf of the Licensee and is authorised to use this Licence for the Compensation Works and any monitoring activities on Compensation Land.
<b>Compensation Pond(s)</b>	Newly created Pond(s) capable of sustaining breeding great crested newts or a pre-existing Pond(s) that has been restored from a condition that was unsuitable for successful breeding by great crested newts to a condition capable of sustaining breeding great crested newts, which may include:

Pond(s) located on Off-site Compensation Land (**'Off-site Compensation Pond(s)'**); and

Pond(s) located on On-site Compensation Land (**'On-site Compensation Pond(s)'**).

<b>Compensation Provider(s)</b>	An organisation or person with whom the Compensation Partner has entered into a Compensation Contract with and who is authorised to use this Licence to carry out the Compensation Works on specified parcels of Compensation Land.
<b>Conservation Strategy</b>	The commitments in strategy document(s) described in Column 4 to Annex A relating to the corresponding Licensee shown in Column 11 to Annex A TOGETHER WITH such amendments (which may be developed by the Delivery Partner and the Compensation Partner) as may from time to time be agreed in writing by Natural England in its absolute discretion.
<b>Compensation Works</b>	<p>The creation, enhancement, management and/or monitoring of Compensation Land and Compensation Ponds, which may include:</p> <p>Work(s) located on Off-site Compensation Land (<b>'Off-site Compensation Work(s)'</b>); and</p> <p>Work(s) located on On-site Compensation Land (<b>'On-site Compensation Work(s)'</b>)</p>
<b>Delivery Partner</b>	NatureSpace Partnership Ltd, including its employees and officers. The Delivery Partner shall be the principal agent responsible for delivering the Conservation Strategy on behalf of a Licensee. The Delivery Partner is also authorised to carry out any monitoring activities under this Licence.
<b>Development Consent</b>	<p>Means:</p> <p>Full planning permission; outline planning permission without approval of any reserved matters; outline planning permission with approval of some/all reserved matters; reserved matters, technical details consent; a Development Consent Order under the Planning Act 2008; A special Development Order under s. S59(3)(b) of the Town and Country Planning Act 1990; a Local Development Order under ss. 61A-C and Schedule 4 of the Town and Country Planning Act 1990; a grant of development consent under the Town and Country Planning (General Permitted Development) (England) Order 2015; or a new planning permission granted as a result of a S73 application (Town and Country Planning Act 1990); or a Neighbourhood Development Order under the Localism Act 2011; and</p> <p>Includes in relation to development within the Licensed Area permission following appeal to an appropriate authority or decision of the Secretary of State</p>
<b>Fail</b>	A Retained Pond or Compensation Pond or a Pond located on On-site Compensation Land shall be considered to have failed if it has an HSI score of less than 0.7 and is not occupied by GCN after a period of 4 years.
<b>Further Licence</b>	<p>A further licence as a result of the following:-</p> <ul style="list-style-type: none"><li>(a) Expiry of this Licence with immediate renewal;</li><li>(b) Revocation of this Licence with immediate reissue; or</li><li>(c) Modification of this Licence.</li></ul>

<b>Further Licensee(s)</b>	Such local planning authorities as may be added from time to time by Natural England during the currency of this Licence to the list at Annex A, Column 11 in accordance with Condition 2 to become a Licensee.
<b>Further Special Conditions</b>	<p>The conditions as stipulated in Annex A, Column 17 and relating to the Licensee shown in Column 11 of Annex A.</p> <p>For the avoidance of doubt, a Further Special Condition may disapply a General Licence Condition relating to the corresponding Licensee shown in Column 11 of Annex A, but only if specifically expressed to do so.</p>
<b>GCN Mitigation Principles</b>	A set of mitigation principles provided in the Conservation Strategy and applied to Authorised Development in the Red Zone (excluding 'low impact developments', as defined in the Conservation Strategy).
<b>General Licence Conditions</b>	Conditions 1 to (and including) 41 of this Licence containing the general licence conditions which (subject to any Further Special Conditions) bind all Licensees.
<b>the Legislation</b>	The legislation which this Licence has been issued under, namely the 1981 Act and the 2017 Regulations to include any subsequent amendments and updates.
<b>Licence</b>	This organisational licence issued by Natural England under the Legislation.
<b>Licence Activities</b>	The activities and operations allowed on the Operational or Development Land and the Compensation Land as shown in Annex B in accordance with the Protocol Conditions.
<b>Licence Conditions</b>	The General Licence Conditions, the Special Licence Conditions and any Further Special Conditions.
<b>Licence Development Categories</b>	Categories of development to which this Licence applies stipulated in Annex A, Column 13 and relating to the corresponding Licensee shown in Column 11 of Annex A.
<b>Licence Expiry Date</b>	As shown in Section 3 of this Licence.
<b>Licence Period</b>	The period from the Renewal Date to the Licence Expiry Date
<b>Licensed Region</b>	The Area to which a Conservation Strategy Relates. The area identified in Annex A, Column 3 and relating to the corresponding Licensee(s) shown in Column 11 of Annex A.
<b>Licensee(s)</b>	The individual planning authorities listed in Column 11 of Annex A.
<b>Licensee's Administrative Area</b>	The area within which a Licensee carries out its functions as a local planning authority shown in Column 3 and relating to the corresponding Licensee shown in Column 11 of Annex A.
<b>Local Biological Record Centre</b>	The local centre as listed in Annex A, Column 7 and relating to the corresponding Licensee shown in Column 11 of Annex A.

<b>Long Term Agreement for the Conservation of Great Crested Newts</b>	An agreement between Natural England (1) the Delivery Partner (2) and the Compensation Partner (3) dated 19 <sup>th</sup> October 2023.
<b>Mitigation Works</b>	Works which impact great crested newts or damage or destroy suitable habitat in the course of: any hand or night searches for great crested newt; installing or removing amphibian fencing or pitfall traps; pit fall trapping; or draining water from a Pond between 1 September and 31 January.
<b>Occupied Pond(s)</b>	The proportion of Pond(s) considered to be used by foraging and/or breeding great crested newts in accordance with the pond occupancy rates for a Licensed Area as specified in the Conservation Strategy.
<b>Operational or Development Land</b>	Land where Licence Activities are authorised under this Licence within a Licensed Area
<b>Order of Preference</b>	The order set out at Form 1, Section 11a of a Conservation Strategy
<b>Pond(s)</b>	<p>Any natural or man-made waterbody, including a ditch with standing or slow-flowing water and a lake, with a surface area of between 25 sq. metres and 2,000 sq. metres (inclusive); or</p> <p>Any natural or man-made waterbody, including a ditch with standing or slow-flowing water, with a surface area of less than 25 sq. metres but only where there is evidence of suitability of that waterbody for great crested newt or evidence of occupation of that waterbody by great crested newt; or</p> <p>Any natural or man-made waterbody, including a ditch with standing or slow-flowing water and a lake, with a surface area of between 2,001 sq. metres and 20,000 sq. metres unless there is evidence of absence of occupation of that waterbody by great crested newt obtained in accordance with standard survey guidelines.</p>
<b>Pond(s) – impacts</b>	<p><b>‘Destroyed’</b> means a Pond removed or infilled in the course of Authorised Development.</p> <p><b>‘Damaged’</b> means a Pond directly affected but not destroyed by Authorised Development, or a Pond suffering loss of nearby terrestrial habitat or isolation as a result of Authorised Development, in each case resulting in significant reduction in the suitability of the Pond for great crested newts.</p> <p><b>‘Degraded’</b> means a Pond that is not directly affected by Authorised Development but in relation to which predicted on going impacts from Authorised Development are capable of reducing the Pond’s capacity to support great crested newts.</p>
<b>Protocol Condition(s)</b>	The requirements, terms and conditions to carry out the Licence Activities set out in Annex B to this Licence
<b>Red Zone</b>	The zone coloured red identified in the Risk Zone Requirements
<b>Regional Pond Cap</b>	The limit/cap on the number of occupied ponds that may be lost during the Licence Period as shown in Annex A, Column 14 and relating to the Licensed Region and corresponding Licensees shown in Column 1 and Column 11 respectively of Annex A.
<b>Renewal Date</b>	The start date of the most recent renewal/amendment of the Licence as shown in



Annex A, Column 9 and relating to the corresponding Licensee shown in Column 11 of Annex A

<b>Risk Zone Requirements</b>	Requirements in a Conservation Strategy applicable to colour coded zones shown on the zone map stipulated in Annex 1 of the Conservation Strategy shown in Column 3 of Annex A, and relating to the corresponding Licensee shown in Column 11 of Annex A.
<b>Retained Pond(s)</b>	Pond(s) located on Operational or Development land that will not be Destroyed, Damaged or Degraded by Authorised Development, including On-site Compensation Pond(s).
<b>Strategic Opportunity Deviation Allowance</b>	The percentage of Compensation Ponds that may be located outside of Strategic Opportunity Areas identified in Column 15 of Annex A and relating to the Licensees shown in Column 11.
<b>Special Licence Conditions</b>	The specific conditions for individual Licensees (specified in Columns 15 to and including 17) and corresponding row of Annex A.
<b>Temporary Works</b>	Authorised Development where impacts on great crested newts or their habitat would not result in the loss of a great crested newt population and where habitat will be fully reinstated to at least its pre-existing condition and suitability within one year.
<b>Terms and Conditions</b>	All of the following:  (a) The Important Advice set out in Section 2 of this Licence;  (b) The Licence Conditions;  (c) Those matters set out under the heading Information and Advice, of this Licence, that express conditionality; and  (d) The Protocol Condition(s) contained in Annex B to this Licence.
<b>Terrestrial Habitat Compensation</b>	Made available (by the provision of a newly created or restored off site pond) Terrestrial Habitat capable of sustaining great crested newts or habitat that has been created, enhanced or restored from a condition that was unsuitable/poor quality for great crested newts to a condition capable of sustaining great crested newts, or habitat which has been brought under a conservation management plan for great crested newts, which may include:  Terrestrial Habitat located on Off-site Compensation Land ( <b>'Off-site Terrestrial Habitat Compensation'</b> ); and  Terrestrial Habitat located on On-site Compensation Land ( <b>'On-site Terrestrial Habitat Compensation'</b> ).
<b>1981 Act</b>	The Wildlife and Countryside Act 1981 (as amended) to include any subsequent amendments and updates
<b>2017 Regulations</b>	The Conservation of Habitats and Species Regulations 2017 (as amended) to include any subsequent amendments and updates

## **Section 5: INTERPRETATION of this Licence**

- i) A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or whole or partial re-enactment or replacement and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- ii) A person includes a natural person and bodies corporate or unincorporated (whether or not having separate legal personality) and a statutory authority.
- iii) The headings in this Licence are included for convenience only and shall not affect its interpretation.
- iv) The Terms and Conditions of this Licence are to be construed as a whole and the order in which they appear shall not affect its interpretation.
- v) Words in the singular include the plural and vice versa.
- vi) Reference to any document to be provided by Natural England includes reference to that document as may be amended by Natural England from time to time and such amended document shall have effect once it has been supplied to the Licensee or the Delivery Partner.
- vii) Where there is any conflict between any provision of a Conservation Strategy and Natural England Technical Information Note TIN 176 the latter shall prevail.
- viii) Where there is any conflict between any provision of a Conservation Strategy and this Licence the latter shall prevail. Where there are conflicts or inconsistencies within the Conservation Strategy, these will be interpreted on a precautionary basis to ensure protection of great crested newts

## **Section 6: LICENCE CONDITIONS**

### **Background**

1. Each Licensee is individually licensed by Natural England for the purposes of this Licence and subject to the Terms and Conditions.
2. During the Licence Period Natural England may in its absolute discretion (and by way of a separate licensing decision) add Further Licensee(s) to this Licence. A Further Licensee will become a Licensee and bound by the Licence Conditions once its name, address and the Commencement Date has been included in Columns 8, 11 and 12 of Annex A and a copy of the Licence and updated Annex A has been emailed to that Licensee's Appointed Person.
3. During the Licence Period Natural England may in its absolute discretion (and by way of a separate licensing decision) revoke this Licence in respect of any individual Licensee. Revocation shall be effective in respect of any individual Licensee upon the Appointed Person being sent an email announcing the revocation. Thereafter, Natural England shall supply a version of this Licence with the fact and date of revocation noted on the relevant row of Annex A.
4. During the Licence Period Natural England may in its absolute discretion modify this Licence in respect of any individual Licensee by way of a Further Special Condition. Modification shall be effective in respect of an individual Licensee upon the Appointed Person being sent an email announcing the modification. Thereafter, Natural England shall supply a version of this Licence with the Further Special Condition noted on the relevant row of Annex A.

5. A Licensee may authorise third parties to act under this Licence within that Licensed Region in the circumstances and for the purposes permitted by this Licence but subject to the Terms and Conditions. Each Licensee, however, remains responsible for the conduct of all Licence Activities that it authorises. Authorisation shall be in writing.
6. In accordance with the legal limit on permitted maximum duration of a licence, this Licence terminates at midnight on the Licence Expiry Date<sup>1</sup>.
7. A Licensee shall nominate an Appointed Person whose details will be provided to Natural England in writing.
8. The following persons may be permitted to use this Licence and any permissions shall be in writing:
  - a. Employees or contractors of the Licensee may be authorised to act as Accredited Agents and Assistants by a Licensee (or the Appointed Person on behalf of a Licensee) whilst engaged in official business of the Licensee.
  - b. Authorised Developer(s) may be authorised to carry out activities, including any Compensation Works, on specified parcels of Operational or Development Land or in the case of Compensation Works on other land by the Licensee (or the Appointed Person on behalf of the Licensee).
  - c. Employees of contractors may be authorised to act as Accredited Agents and Assistants by the Delivery Partner or Compensation Partner on behalf of the Licensee to carry out monitoring activities under this Licence.
9. Authorised Developers and Compensation Providers may authorise their employees, officers or contractors to act under this Licence as Accredited Agents and Assistants whilst engaged in official business of the Authorised Developer or Compensation Provider, as appropriate.

### **Working under this licence**

10. A Licensee is primarily responsible for all Licence Activities carried out under this Licence within the Licensed Area. This includes all Licence Activities carried out by the Licensee's Appointed Person, its Accredited Agents and Assistants, the Delivery Partner, the Compensation Partner, Authorised Developers, Compensation Providers and their Accredited Agents and Assistants.
11. It is the responsibility of a Licensee, the Delivery Partner, the Compensation Partner, and each Authorised Developer and Compensation Provider to ensure that all persons using this Licence possess appropriate knowledge, training and experience to undertake Licence Activities in accordance with the Terms and Conditions of this Licence and accepted best practice (see Information & Advice note j).
12. A Licensee, the Delivery Partner, the Compensation Partner, Authorised Developers, Compensation Providers and all persons acting under this Licence must comply, and secure compliance, with:
  - a. the Terms and Conditions of this Licence;
  - b. any documents or processes approved by Natural England in writing for use under this Licence; and

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<sup>1</sup> If desired and where legally permissible, the Licensee should re-apply for this Licence in accordance with Information & Advice Note b (see also Conditions 27 and 28)

- c. the Conservation Strategy.
13. The Licensee, the Delivery Partner and the Compensation Partner shall take all necessary steps to bring to the attention of each Authorised Developer and Compensation Provider their obligations under the Licence.

### **Where the Licence may be used**

14. In relation to each Licensee this Licence only applies to the Licensed Region.
15. Subject to all provisions of this Licence a Licensee may only carry out or Authorise Authorised Development on Operational or Development Land:-
- (a) within the Licensed Area relating to each Licensee;
  - (b) in relation to Licence Development Categories shown by crosses in the boxes at Column 13 of Annex A and relating to the corresponding Licensee shown in Column 11 of Annex A; and
  - (c) in relation to development that is in receipt of Development Consent.
16. Authorised Developers carrying out Licence Activities in a Red Zone must comply with the approved GCN Mitigation Principles.
17. Any Licence Activities carried out within the Operational or Development Land or any parcel thereof must be in accordance with any Risk Zone Requirements and the Conservation Strategy.
18. Compensation Works will be located in accordance with the Conservation Strategy, Compensation Ponds and Compensation Land may be placed within the Licensed Region (shown in Column 1 of Annex A) in accordance with the Order of Preference given in the Conservation Strategy. A minimum of 60% of all compensation habitat, including On-site Compensation, must be located within the SOA for each Licensed Region. There must be a net gain in compensation provision for each Region where Authorised Development has occurred. At any point during the licence period a maximum of 25% of all Compensation Works within each Licensed Region may be On-site Compensation Works.
19. A Licensee will not Authorise Authorised Development under this Licence which solely or cumulatively with other Authorised Development results in the Regional Pond Cap being exceeded during the Licence Period within the Licenced Region unless otherwise agreed in writing by Natural England.<sup>2</sup>
20. An Authorised Developer (transferor) may on application to the Licensee request that the Licensee transfers an Authorisation to another developer (transferee) and the Licensee may do so in writing in which case the transferee will then be the Authorised Developer. Except for any requirements to retain records and make them available, a transferor may be released from its obligations under an Authorisation (in relation to the parcel of Operational or Development Land in question) from the date of the transfer but not for any liability that has accrued before that date.
21. For the avoidance of doubt, a Licensee may not Authorise a development that will have no effect on great crested newts or their habitat.

### **Renewal and Further Licence**

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<sup>2</sup> Natural England when making a decision will take into account the evidence submitted in the annual report provided to Natural England under Condition 37.

22. Where a Licensee wishes to renew this Licence, that Licensee and the Delivery Partner shall send a full renewal request to Natural England no later than 3 months from the Licence Expiry Date. Natural England shall be entitled to request further details of the renewal request.
23. **In the event that** a Further Licence is, in Natural England's opinion, (a) substantially similar to this Licence; and (b) does not include material changes which are capable of affecting the conservation of great crested newts or the Conservation Strategy **then** an Authorisation issued by the Licensee to an Authorised Developer or Compensation Provider pursuant to this Licence may be deemed to have been granted pursuant to such Further Licence, provided always that such deeming is (a) not inconsistent with the conditions of such Further Licence and (b) expressly contemplated by such Further Licence.

**Note:** in relation to the Licence dated [13<sup>th</sup> December 2023] this Licence is a Further Licence and this condition [23] applies to it.

### **Compensation**

24. The Delivery Partner shall ensure that the Compensation Partner promptly receives sufficient monies to carry out Compensation Works required under this Licence. The Compensation Partner shall treat such monies as restricted for those works.
25. The Compensation Partner shall at all times select and design Compensation Land in accordance with the Conservation Strategy, any relevant Natural England advice or guidance and the Strategic Opportunity Deviation Allowance. Authorised Development must lead to a net gain in habitat provision at Licensed Region level. The Compensation Partner shall issue to the Compensation Provider(s) site management plans for the Compensation Works to ensure proper management for great crested newts and the Compensation Provider(s) shall comply with these plans.
26. Management and monitoring of Compensation Land and Compensation Ponds and Retained Ponds for great crested newts shall be secured as follows:
- a. **Off-site** Compensation Land and Compensation Ponds: under a Compensation Contract;
  - b. **On-site** areas of great crested newt terrestrial habitat, Compensation Land, Compensation Ponds and Retained Ponds: by way of a planning condition or obligation that ensures retention and appropriate monitoring and management of such features for 25 years.
27. **From the Commencement Date until the date one year after the Commencement Date for each Licensee** no Authorised Development (not including any Mitigation Works or Compensation Works) may be commenced on any parcel of Operational or Development Land unless in relation to that parcel:
- a. for each Occupied Pond **Destroyed or Damaged** by Authorised Development a minimum of **5.12:1** Compensation Ponds are created within the Licensed Region;
  - b. for each Occupied Pond **Degraded** by Authorised Development a minimum of **2:1** Compensation Ponds are created within the Licensed Region;
  - c. areas of great crested newt **terrestrial habitat** affected by Authorised Development is compensated for at a minimum ratio of **1:1.25** within the Licensed Region;

- d. **Temporary Works** are compensated for at a minimum ratio of **1:1 for pond impacts and 0.5:1 for terrestrial impacts** within the Licensed Region.
  - e. For each Retained Pond and On-site Compensation Pond monitoring data must be provided in accordance with Condition 37. For each Retained Pond that Fails within 25 years, or where monitoring data is or becomes unavailable, a minimum of **4** Off-site Compensation Ponds are created within the Licensed Region. For each On-site Compensation Pond that Fails within 25 years, or where monitoring data becomes unavailable, **1** Off-site Compensation Pond is created within the Licensed Region (the 4:1 ratio has already been applied in this case).
28. **From the date one day after one year after the Commencement Date until the Licence Expiry Date** no Authorised Development (not including any Mitigation Works or Compensation Works) may be commenced on any parcel of Operational or Development Land unless in relation to that parcel:
- a. for each Occupied Pond **Destroyed or Damaged** by Authorised Development a minimum of **4:1** Compensation Ponds are created within the Licensed Region;
  - b. for each Occupied Pond **degraded** by Authorised Development a minimum of **2:1** Compensation Ponds are created within the Licensed Region;
  - c. areas of great crested newt **terrestrial habitat** affected by Authorised Development shall be compensated for at a minimum ratio of **1:1** within the Licensed Region;
  - d. **Temporary Works** shall be compensated for at a minimum ratio of **1:1 for pond impacts and 0.5:1 for terrestrial impacts** within the Licensed Region;
  - e. For each Retained Pond and On-site Compensation Pond monitoring data must be provided in accordance with Condition 37. For each Retained Pond that Fails within 25 years, or where monitoring data is or becomes unavailable, a minimum of **4** Off-site Compensation Ponds are created within the Licensed Region For each On-site Compensation Pond that Fails within 25 years, or where monitoring data becomes unavailable, **1** Off-site Compensation Pond is created within the Licensed Region (the 4:1 ratio has already been applied in this case)

**and**

- f. All Compensation Ponds have been dug and left in place for a minimum of **3 calendar months** between April and October (inclusive) before the commencement of Authorised Development.
29. Where a shortfall in Compensation Pond provision unexpectedly emerges, which results in the ratios set out in Conditions 27 and 28 not being maintained (for example, a Compensation Provider sells Compensation Land or fails to renew its commitment to deliver Compensation Works, or there is a material breach of a Compensation Provider's commitments to the Compensation Partner):
- a. The Licensee(s), the Delivery Partner or the Compensation Partner shall promptly submit a plan that restores the ratios within the Licensed Region to Natural England for its written agreement; and
  - b. No further Authorisation may be issued by the Licensee(s) to any Authorised Developer until the plan has been agreed in writing by Natural England; and

- c. The Licensee(s), the Delivery Partner and the Compensation Partner shall ensure the ratios set out in Condition 27 and 28 are promptly restored in the specified area.
30. No Compensation Works shall be carried out on land, and no Compensation Land shall be allocated, within 500 metres of any Natura 2000 site unless it has been demonstrated that such works will not have a likely significant effect on any such site either alone or in combination with other plans or projects.
31. If Authorised Development is proposed on any previously allocated Compensation Land the Delivery Partner shall apply a minimum ratio of 4 new Compensation Ponds for each Pond to be Damaged or Destroyed. Where site specific survey information is provided to demonstrate a reduction in this requirement, the application shall be referred to Natural England for an individual licence and shall be excluded from Authorisation under this Licence.
32. The Licensee, the Delivery Partner and the Compensation Partner shall clearly document the works impacts and respective compensation measures for the Licensed Region. The Licensee and the Delivery Partner shall provide Natural England with this information and evidence of compliance with Conditions 27 and 28 within 21 days of any request from Natural England.
33. Where any harm to great crested newts or their habitat occurs under this Licence the appropriate Compensation Works must be provided and managed (as set out in the Conservation Strategy) irrespective of whether the Authorised Development subsequently proceeds or is completed.

### **Recording and reporting requirements**

34. An Authorised Developer and Compensation Provider are required to keep Activities Records and provide these Activities Records to the Licensee, the Delivery Partner and the Compensation Partner as appropriate, in a timely fashion to allow them to submit the Annual Report required by Condition 37.
35. The Activities Records required under Condition 34 are to be made available for inspection by Natural England at any reasonable time and the Delivery Partner and the Conservation Partner will retain these Activities Records until the expiry of the Long Term Agreement for the Conservation of Great Crested Newts.
36. A Licensee, the Delivery Partner or the Compensation Partner shall submit baseline survey and monitoring records annually to the relevant Local Biological Record Centre and to the relevant national recording scheme (or National Biodiversity Network (NBN) if there is no appropriate scheme). It is a principle of DLL that data generated by the scheme should be made open access.
37. A Licensee (through the Delivery Partner) shall send an annual report to Natural England (at the address given below) and using a template to be supplied or agreed by Natural England. The report of activities conducted under this Licence shall be submitted to Natural England by 1<sup>st</sup> March each year, for activities carried out the previous calendar year (1<sup>st</sup> January to 31<sup>st</sup> December). A report shall be submitted even if the Licence is not used.

### **Licence compliance**

38. A Licensee, the Delivery Partner, the Compensation Partner and each Authorised Developer and Compensation Provider shall permit an officer of Natural England, accompanied by such persons as he/she considers necessary for the purpose, on production of his/her identification on demand, reasonable access to monitor work being undertaken and to be present during any operations carried

out under the authority of this Licence for the purpose of ascertaining whether the conditions of this Licence are being, or have been, complied with. All reasonable assistance is to be provided to any officer of Natural England in the discharge of their duties and to any persons accompanying him/her.

39. Natural England must be informed of all breaches to this Licence within 48 hours of the Licensee(s), the Delivery Partner, the Compensation Partner, the Compensation Provider, the Authorised Developer or any other person working under the licence becoming aware of a breach occurring. Unless advised otherwise by Natural England, a Licensee must take the necessary steps to address any breaches or poor practice identified as soon as practicable.
40. A failure to comply with the Terms and Conditions of this Licence (including the recording and reporting requirements):
- a. By an Authorised Developer, their Accredited Agents or Assistants will, by default, render their authorisation null and void;
  - b. By any Licensee, will be considered by Natural England in its absolute discretion before a decision is made as to the necessary steps including whether a failure to comply with the Terms and Conditions of this Licence has rendered the Licence for the Licensee in question null and void; and
  - c. By any other user of this Licence will be considered by Natural England in its absolute discretion before a decision is made as to the necessary steps including whether a failure to comply with the Terms and Conditions of this Licence has rendered this Licence null and void.
41. Any obligation under this Licence which endures beyond the Licence Period shall expire on the latest of:
- a. the date 25 years from the end of this Licence, or
  - b. the date of termination of the Long Term Agreement for the Conservation of Great Crested Newts
- EXCEPT**, for the avoidance of doubt, in respect of any act or omission that has occurred before that date.

Issued by and on behalf of Natural England on: 29<sup>th</sup> January 2024



## Information & Advice

- a. Any requests for information regarding a licence will be considered under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 as appropriate.
  - b. The maximum legally permitted duration of a licence which authorises killing is currently five years. Subject to a satisfactory review by Natural England at the end of the licence period, the licence is expected to be re-issued as necessary and where legally permissible. Please note that the licence may, however, be modified, extended, terminated or revoked at any time by Natural England or the Secretary of State, but this will not be done unless there are good reasons for doing so.
  - c. This Licence conveys no authority for actions prohibited by any other legislation. For example, anyone acting under this Licence is not exempt from the provisions of Section 28H or 28I of the 1981 Act. This means that Section 28G authorities ('Statutory undertakers etc.') are obliged to give notice to Natural England if they propose to carry out or permit the carrying out of an operation likely to damage a Site of Special Scientific Interest (SSSI). To identify SSSIs and the features for which they are designated, refer to [www.magic.gov.uk](http://www.magic.gov.uk). For further advice or to request assent for an activity please contact the Natural England 'Responsible Officer' for the relevant site(s). Contact details are available from the Natural England Enquiry Service (see below).
  - d. Any authority granted to any person including an Authorised Developer or Compensation Provider by or under this Licence cannot permit licensable activities that take place (or continue) after the date of expiry of this Licence. In light of the legal limit on licence duration (see Information & Advice note b) authorising documents may need to be reissued as and when this licence is reissued by Natural England to allow authorised parties to complete operations. Condition 23 of this Licence allows an existing authority to be deemed to be granted by a Further Licence, but only after assessment of the statutory licensing tests and where there have been no changes in relevant circumstances and where the Further Licence expressly permits such deeming. Accordingly, there can be no firm assurance that an authority will not need to be reissued under a Further Licence.
  - e. Authorised persons are advised to carry a copy of this Licence at all times when acting under this Licence.
  - f. No person convicted on or after 1 January 2010 of an offence under the Conservation of Habitats and Species Regulations 2017, the Conservation of Habitats and Species Regulations 2010, the Wildlife and Countryside Act 1981, the Protection of Badgers Act 1992, the Deer Act 1991, the Hunting Act 2004, the Wild Mammals (Protection) Act 1996, the Animal Welfare Act 2006 or the Protection of Animals Act 1911 (all as amended) may use this Licence without the permission of Natural England unless, in respect of that offence, either:
    - i. they are a rehabilitated person for the purposes of the Rehabilitation of Offenders Act 1974 and their conviction is treated as spent; or
    - ii. a court has made an order discharging them absolutely.
- Any request to use the licence by a person to whom this note applies will be considered on its merits.
- g. Although there is no formal appeal process available under licensing legislation, if you are unhappy or disagree with any decision made by Natural England and wish to have it reviewed, please contact Natural England explaining why you believe that the decision is incorrect (see Contact Details below).
  - h. The common name or names of species given in the Licence, Annexes, and associated documents are included by way of guidance only; in the event of any dispute or proceedings, it is the scientific name of a species that will be taken into account.
  - i. All references to 'Natural England' also mean any successor body that inherits responsibility for licensing.

## Training requirements

- j. Training must be relevant to the conditions and the activities permitted by the licence (see Annex B) and should be undertaken at regular intervals.

## General Welfare Considerations

- k. Persons acting under this Licence may photograph any protected species named in this licence in connection with licensed work provided that this causes no additional disturbance or any other harm.
- l. Under the Animal Welfare Act 2006 it is an offence to cause any unnecessary suffering to an animal under the control of man (section 4). This applies to the treatment of animals (including non-target species) held in nets, traps, etc.

## The limits of licences

- m. Licences permit action only for the purposes specified on that licence.

- n. Licences do not permit actions prohibited under any other legislation (unless it is clearly stated that the licence does), nor do they confer any right of entry upon land. Prior consent from all landowners and/or occupiers must be obtained before commencing activities that are authorised by this Licence.
- o. Unless otherwise stated the provisions of Natural England licences only apply landward of the mean low water mark in England. The Marine Management Organisation is responsible for all licensing seaward of the mean low water mark.
- p. No work shall be carried out under this Licence on a National Nature Reserve except with the prior written permission of Natural England's 'SSSI Adviser' for the relevant site(s) (contact details available from Enquiry Service – see below).

**Compliance and enforcement**

- q. The Licensee is expected to monitor compliance with the licence and to take action in the event that poor practice and/or non-compliance are identified. A person may be barred from using this licence by Natural England, for example, if that person breaches the conditions of this licence. In these circumstances Natural England will notify the Licensee.

Natural England checks compliance with licences and the attached conditions and where breaches occur will apply its published compliance and enforcement position (see Natural England's [Compliance and Enforcement Position](#)).

**Contact details for Natural England**

*For licensing enquiries (& Reporting):*

**Telephone** 0300 060 3900  
**Email** [wildlife.scicons@naturalengland.org.uk](mailto:wildlife.scicons@naturalengland.org.uk)  
**Postal address**  
 Wildlife Licensing, Natural England, Horizon House,  
 Deanery Road, Bristol BS1 5AH

*Out-of-office hours Duty officer (emergencies only):*

**Email** [nedutyofficer@naturalengland.org.uk](mailto:nedutyofficer@naturalengland.org.uk) **Telephone**  
 0300 060 4451

**Other useful contacts**

**The National Biodiversity Network Atlas** website is at:

<https://data.nbn.org.uk/>

**Local Record Centres (LERCs): up to date contact details of LERCs can be obtained from the Association of Local Environmental Records Centres (ALERC):**

<http://www.alerc.org.uk>.

**Legislation:** to view the full text of the legislation referred to in this licence visit <http://www.legislation.gov.uk>

*For other enquiries use the Enquiry Service:*

**Telephone** 0300 060 3900  
**Email** [enquiries@naturalengland.org.uk](mailto:enquiries@naturalengland.org.uk)

**Web**  
<https://www.gov.uk/government/organisations/natural-england.org-contacts>

or email: [info@naturalengland.org.uk](mailto:info@naturalengland.org.uk)

**Feedback and Complaints:** we welcome and value your compliments, complaints, suggestions and comments about our services. To find out more about Natural England's complaints procedure, you can call our Enquiry Service (Tel: 0300 060 3900;

or view the details on our website:  
<https://www.gov.uk/government/organisations/natural-england/about/complaints-procedure>

[england/about/complaints-procedure](https://www.gov.uk/government/organisations/natural-england/about/complaints-procedure)



**Using and Sharing Your Information**

There is significant public interest in wildlife licensing and in those who benefit from receiving a wildlife licence. We may make information publicly available, for more information, please see our [Privacy Notice](#).

# ANNEX A: Licensees and Special Conditions applicable to each Licensee

Licensed Region Name	Licence number	Area to which licence applies	Conservation Strategy name and date	Risk Zone map	Strategic Opportunity Areas map	Local Biological Record Centre	Date of commencement of licence period	Most recent date of Renewal/Amendment of the licence	Date of expiry of licence period	LPA name	LPA address	Infrastructure necessarily supporting housing or employment					Regional pond cap	% off-site compensation which can be delivered outside of an SOA (terrestrial and aquatic)	% compensation allowable between adjacent Licensed Regions	Further special conditions	
Col.1	Col.2	Column 3	Column 4	Column 5	Column 6	Column 7	Col. 8	Col. 9	Col.10	Column 11	Column 12	Column 13					Col. 14	Column 15	Column 16	Column 17	
Staffordshire	WML-OR148	The combined administrative area of the named LPAs included in the Licensed Region.	DLL Application Form 1 – Technical Fundamentals_Sept2023; & Staffordshire Form 2_Renewal_Nov23, plus supporting documents.	The risk zone map provided as Annex 1 of the Conservation Strategy	The strategic opportunity Areas map provided as Annex 2 of the Conservation Strategy	Staffordshire Ecological Records Centre	14/10/2022	29/01/2024	28/01/2027	Staffordshire County Council	Economy, Infrastructure & Skills Second Floor Staffordshire Place 1 Tipping Street Stafford ST16 2DH			x	x	x	x	21 ponds	40%	0%	none
										Tamworth Borough Council	Marmion House, Lichfield Street, Tamworth B79 7BZ	x	x	x				x			
										Lichfield District Council	District Council House, Frog Lane, Lichfield, Staffordshire WS13 6YU	x	x	x				x			
										South Staffordshire Council	Council Offices, Codsall, South	x	x	x				x			



# ANNEX B: Protocol for activities and operations affecting great crested newts within the Licensed Area

## OVERVIEW

This Protocol specifies the activities affecting great crested newts (*Triturus cristatus*) ('GCN') that are permitted within the Licensed Area, including activities permitted exclusively on either Compensation Land or Operational or Development Land and includes relevant conditions.

### Interpreting the table of permitted activities and operations

- *Activity reference*: is a reference number for each activity
- *Permitted activities and operations*: a brief description of each activity or operation permitted under the licence
- *Where permitted*: where it is permissible to undertake each activity or operation. LA = Licensed Area; CL = Compensation Land, and OL = Operational or Development Land.
- *Acts made lawful by this licence*: for each activity or operation listed the presence of a corresponding 'X' indicates which acts are made lawful if conducted in accordance with the terms and conditions of this licence. For example, a person authorised to survey or monitor GCN will not commit an offence by capturing or disturbing GCN, but they would potentially commit an offence if they killed or injured any GCN.
- *Please pay special attention to the following Protocol Conditions*: the Protocol Conditions that have particular relevance to this activity are listed.
- *Additional terms and conditions*: Any additional terms and conditions that are relevant to a specific activity are stated.

## IMPORTANT

- This Licence is to be used only where activities that infringe the protection afforded to GCN cannot be reasonably or practicably avoided (see Best Practice Principles).
- The conduct of the activities and operations listed in the table below are subject to the Protocol Conditions (following the table) and to the terms and conditions contained in the main body of the Licence.
- The written authorisations given by the Licensee (or their Appointed Person) to Authorised Developers and the written legally binding contracts between the Licensee, Compensation Partner and Compensation Providers must specify which activities they are permitted to undertake from the list permitted below.

## Activities and operations permitted by this licence

Activity reference	Permitted activities and operations	Where permitted	Acts made lawful by this licence								Please pay special attention to the following Protocol Conditions	Additional terms and conditions	
			Capture	Possess	Transport	Take eggs	Disturb	Killing & injuring	Damage & destroy resting place	Damage & destroy breeding sites			
A1	Surveying and monitoring of GCN in terrestrial and aquatic habitats	LA, CL, OL	X				X					P1, P2, P3, P4, P6, P7, P8	<p>Permitted methods include:</p> <ul style="list-style-type: none"> <li>• take by hand</li> <li>• torch/night searches</li> <li>• pitfall traps and refuges</li> <li>• aquatic funnel traps including bottle traps, and • nets</li> </ul> <p>Any animals captured must be released at the same location immediately after examination.</p>
A2	Collecting GCN for seeding or enhancing populations on Compensation Land	CL, OL	X	X	X	X	X					P1, P2, P3, P4, P5, P6, P8, P10, P11, P12	<p>The prior approval of Natural England is required before this activity may be undertaken if the Compensation Land is &gt;1km from the site of capture.</p> <p>Permitted methods include:</p> <ul style="list-style-type: none"> <li>• by hand;</li> <li>• bottle traps, pitfall traps and refuges</li> <li>• nets</li> <li>• night/torch searching</li> </ul>

Activities and operations permitted by this licence													
Activity reference	Permitted activities and operations	Where permitted	Acts made lawful by this licence								Please pay special attention to the following Protocol Conditions	Additional terms and conditions	
			Capture	Possess	Transport	Take eggs	Disturb	Killing & injuring	Damage & destroy resting place	Damage & destroy breeding sites			
A3	Pond creation, enhancement and management	CL, OL					X		X	X	P1, P3, P9, P10, P12	-	
A4	Terrestrial habitat creation, enhancement, reinstatement and management	CL, OL					X		X		P1, P3, P9, P10, P12	-	



A5	Capture, exclusion and relocation of GCN from terrestrial and aquatic habitat	CL, OL	X	X	X	X	X		X		P1, P2, P3, P4, P5, P6, P8, P11, P12	<p>Permitted methods:</p> <ul style="list-style-type: none"> <li>• by hand;</li> <li>• hand searches of suitable features</li> <li>• destructive searches</li> <li>• bottle traps</li> <li>• pitfall traps and refuges</li> <li>• night/torch searching</li> <li>• nets</li> <li>• exclusion fencing (including exclusion by, upright and oneway temporary amphibian fencing)</li> <li>• drift fencing</li> <li>• ring fencing water body</li> </ul> <p>Note includes fence installation and removal.</p>
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### Activities and operations permitted by this licence

Activity reference	Permitted activities and operations	Where permitted	Acts made lawful by this licence							Please pay special attention to the following Protocol Conditions	Additional terms and conditions	
			Capture	Possess	Transport	Take eggs	Disturb	Killing & injuring	Damage & destroy resting place			Damage & destroy breeding sites
A6	Relocating GCN at imminent risk of harm on Operational or Development Land	OL	X	X	X	X	X				P1, P3, P4, P5, P6, P8, P11, P12	<p>Permitted methods:</p> <ul style="list-style-type: none"> <li>• by hand;</li> <li>• hand searches</li> <li>• destructive searches</li> </ul>

A7	Site clearance - including removal of vegetation, hard- standing, buildings and landscaping	CL, OL					X	X	X		P1, P3, P12	
A8	Removal of rubble and log piles and other potential hibernacula	OL					X	X	X		P1, P3, P12	-
A9	Drain down ponds, ditches and waterbodies	OL					X	X	X	X	P1, P3, P12	Note killing/injury includes destruction of eggs

**Activities and operations permitted by this licence**

Activity reference	Permitted activities and operations	Where permitted	Acts made lawful by this licence							Please pay special attention to the following Protocol Conditions	Additional terms and conditions
			Capture	Possess	Transport	Take eggs	Disturb	Killing & injuring	Damage & destroy resting place		

A10	Fill-in ponds, ditches and water bodies	OL					X	X	X	X	P1, P3, P12	Note killing/injury includes destruction of eggs
A11	Construction activities	CL, OL					X	X	X	X	P1, P3, P12	

## Protocol Conditions

### **Awareness and competency**

- P1. All Works within the Red Zone should follow the GCN Mitigation Principles. Where necessary, before any works commence on a site in the Red Zone all those persons involved with the licensable works are to be briefed by someone suitably experienced by way of a 'toolbox talk' on:
- how to identify GCN
  - what to do should GCN be found, including good working practices and
  - what is and is not permitted under the Licence.
- P2. Certain activities permitted by this Licence require ecological expertise. Activities subject to this condition can only be carried out by an ecologist with an appropriate GCN Survey Licence or under the direct supervision of such a person.
- P3. Where licence or protocol conditions refer to publications, licence users are expected to refer to the most up to date iteration available. Natural England can direct users to the relevant iterations.

### **Biosecurity**

- P4. The biosecurity guidelines in Amphibian Disease Precautions: A guide for UK fieldworkers, Advice Note 4 (available from [www.arguk.org](http://www.arguk.org)) must be observed by all licence users.
- P5. GCN must not be relocated outside the Licensed Area, over a distance greater than 1 kilometre or beyond a significant physical barrier to dispersal without the permission of Natural England.
- P6. Any animal listed in Schedule 9 Part 1 (but not Part 1A or 1B) of the 1981 Act which is a species which is not ordinarily resident in England in a wild state, that is caught in a trap set under this licence must not be released or allowed to escape back into the wild; it must be humanely despatched, unless a specific licence to release that species has been obtained, or alternative advice has been provided by Natural England.

### **Surveying & monitoring**

- P7. Surveying must be conducted in accordance with the Conservation Strategy and relevant sections of Natural England's published advice (see '[Great crested newts: surveys and mitigation for development projects](#)')

### **Conservation and welfare**

- P8. Persons capturing newts under this licence are expected to follow the advice on welfare considerations for capture programmes in the 'Great Crested Newt Mitigation Guidelines' available from Natural England.
- P9. Conservation enhancement activities are expected to follow the advice in the 'Great Crested Newt Conservation Handbook' available from [www.froglife.org](http://www.froglife.org).

- P10. Conservation enhancement and other habitat management works on Compensation Land cannot take place within the boundary of sites that are designated as Special Protection Areas, Special Areas of Conservation or Sites of Special Scientific Interest (SSSI) unless consent or assent, specifically relating to the activities permitted by this licence, has been obtained from Natural England.
- P11. GCN are not to be translocated to Compensation Land or other locations within the Licensed Area unless the terrestrial and/or aquatic habitats are suitable for GCN. The suitability of the site is to be confirmed by a suitably qualified person (e.g. an ecologist with a GCN survey licence).
- P12. Any licensable activities in the Red Zone must be carried out in accordance with the approved GCN Mitigation Principles in the Conservation Strategy.