

**East Midlands Gateway
Phase 2 (EMG2)**

Document DCO 6.9L/MCO 6.9L

ENVIRONMENTAL STATEMENT

Technical Appendices

Appendix 9L

Protected Species Licences and LONIs

October 2025

09

The East Midlands Gateway Phase 2
and Highway Order 202X and The East Midlands Gateway
Rail Freight and Highway (Amendment) Order 202X

[SEGRO.COM/SLPEMG2](https://segro.com/slpemg2)

SEGRO



SEGRO Properties Ltd and SEGRO (EMG) Ltd

East Midlands Gateway Phase 2

Appendix 9L

Protected Species Licences & LONI's

September 2025

FPCR Environment and Design Ltd

Registered Office: Lockington Hall, Lockington, Derby DE74 2RH

Company No. 07128076. [T] 01509 672772 [F] 01509 674565 [E] mail@fpcr.co.uk [W] www.fpcr.co.uk

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Rev	Issue Status	Prepared / Date	Approved/Date
-	Draft 1	SJA / 26.09.24	SJA / 26.09.24
	Rev A		

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COUNTERSIGNED IACPC - 04.09.2025

Date: 04 December 2024
Our ref: 2024-69862-SPM-NSIP
Your ref: East Midlands Gateway Phase 2 (Badgers)



Sent by e-mail only

Wildlife licensing
Natural England
Horizon House
Deanery Road
Bristol
BS1 5AH
Email:
wildlife@naturalengland.org.uk
Tel: 020 8026 1089

Dear Mr Ian Rigby and Mr Samuel Arthur,

DRAFT LICENCE APPLICATION STATUS: Initial Draft Application

LEGISLATION: The Protection of Badgers Act 1992 (as amended)

NSIP: East Midlands Gateway Phase 2

SPECIES: European badger (*Meles meles*)

Thank you for your initial draft badger mitigation licence application in association with the above NSIP site, received in this office on the 05 November 2024. As stated in our published guidance, once Natural England is content that the draft licence application is of the required standard, we will issue a 'letter of no impediment'. This is designed to provide the Planning Inspectorate and the Secretary of State with confidence that the competent licensing authority sees no impediment to issuing a licence in future, based on information assessed to date in respect of these proposals.

Assessment

Following our assessment of the submitted draft application documents, I can confirm that, on the basis of the information and proposals provided, Natural England sees no impediment to a licence being issued, should the DCO be granted.

However, please note the following issues have been identified within the current draft of the method statement that will need to be addressed before the licence application is formally submitted. Please do ensure that the Method Statement is revised to include these changes prior to formal submission. For clarity these include:

- The method statement document should be dated.
- Survey:
 - Updated surveys must be completed no more than 6 months ahead of the formal licence submission. The method statement must be updated to include the date of the most recent survey and the results. The sett classifications and mitigation & compensation proposals may need to be adjusted based on the survey results.

- It will strengthen your application if you include recent photographs of the setts to be impacted. Each photograph should be labelled with the date it was taken, and the sett & entrance number it represents.
- Impacts – It will strengthen your application if you include drawing(s)/figure(s) of the final development layout in the method statement to help explain why S5 cannot be retained. This figure may also help to justify that badgers will continue to have access to suitable habitats after the development has been completed.
- Sett Disturbance Methodology – Natural England have concerns about the use of heavy machinery within 10m of the setts and light machinery within 5m of the setts due to the risk of vibrations potentially damaging the retained setts. The impacts of using these machines in such close proximity to the setts will need to be considered, and alternative methods proposed if there is any risk of damaging the setts. If machinery is to be used within close proximity to the setts, details of the types of machinery that will be used and the works that will be undertaken must be included in the method statement submitted as part of the formal licence application.
- Sett Closure Methodology – It will strengthen your application if you clarify the methods that will be used to monitor S5 and confirm that badgers have not re-entered the sett during the exclusion period. Please note that if trail cameras are to be used for monitoring, then an additional method will also be required as cameras can be prone to failure.
- Figures – It will strengthen your application if you provide map(s)/figure(s) that show the location of each sett entrance, its status (active, partially active or inactive) and the directions of any known tunnels. It would be beneficial if the sett entrances were labelled with a number or letter, which could then be used to label the photographs of the sett entrances (as discussed above).

Next Steps

Should the DCO be granted then the mitigation licence application must be formally submitted to Natural England. At this stage any modifications to the timings of the proposed works, e.g. due to ecological requirements of the species concerned, must be made and agreed with Natural England before a licence is granted.

If other minor changes to the application are subsequently necessary, e.g. amendments to the work schedule/s then these should be outlined in a covering letter and must be reflected in the formal submission of the licence application. These changes must be agreed by Natural England before a licence can be granted. If changes are made to proposals or timings which do not enable us to meet reach a 'satisfied' decision, we will issue correspondence outlining why the proposals are not acceptable and what further information is required. These issues will need to be addressed before any licence can be granted.

Full details of Natural England's licensing process with regards to NSIP's can be found at the following link:

http://webarchive.nationalarchives.gov.uk/20140605090108/http://www.naturalengland.org.uk/Images/wml-g36_tcm6-28566.pdf

As stated in the above guidance note, I should also be grateful if an open dialogue can be maintained with yourselves regarding the progression of the DCO application so that, should the Order be granted, we will be in a position to assess the final submission of the application in a timely fashion and avoid any unnecessary delay in issuing the licence.

I hope the above has been helpful. However, should you have any queries then please do not hesitate to contact me.

Yours sincerely,

[REDACTED]

Higher Officer – Chargeable Advice and Strategic Casework Team
Natural England Wildlife Licensing Service

E-mail: [REDACTED]

Annex - Guidance for providing further information or formally submitting the licence application.

Important note: when submitting your formal application please mark all correspondence 'FOR THE ATTENTION OF (ANNETTE COSTER – CASC TEAM – NEWLS).

Submitting Documents.

Documents must be sent to the Natural England Wildlife Licensing Service (postal and email address at the top of this letter).

Changes to Documents –Reasoned Statement/Method Statement.

Changes must be identified using one or more of the following methods:

- underline new text/strikeout deleted text;
- use different font colour;
- block-coloured text, or all the above.

Method Statement

When submitting a revised Method Statement please send us one copy on CD, or by e-mail if less than 5MB in size, or alternatively three paper copies. The method statement should be submitted in its entirety including all figures, appendices, supporting documents. Sections of this document form part of the licence; please do not send the amended sections in isolation.

Date: 21 November 2024
Our ref: East Midlands Gateway ("EMG1")/
Strategic Rail Freight Interchange ("SRFI")
(NATIONALLY SIGNIFICANT INFRASTRUCTURE)



██████████
FPCR environment and design

Dear ██████████

DRAFT MITIGATION LICENCE APPLICATION STATUS: INITIAL DRAFT APPLICATION LEGISLATION: THE CONSERVATION OF HABITATS AND SPECIES REGULATIONS 2010 (as amended) NSIP: East Midlands Gateway ("EMG1")/ Strategic Rail Freight Interchange ("SRFI") SPECIES: Bats (common pipistrelle <i>Pipistrellus pipistrellus</i>)

Thank you for your subsequent draft bat mitigation licence application in association with the above NSIP site, received by the CASC/NEWLS Team on the 19th of November. As stated in our published guidance, once Natural England is content that the draft licence application is of the required standard, we will issue a 'letter of no impediment'. This is designed to provide the Planning Inspectorate and the Secretary of State with confidence that the competent licensing authority sees no impediment to issuing a licence in future, based on information assessed to date in respect of these proposals.

Assessment

Following our assessment of the resubmitted draft application documents, I can now confirm that, on the basis of the information and proposals provided, Natural England sees no impediment to a licence being issued, should the DCO be granted.

Please note: this is for the FCS test only and that the IROPI and NSA test will follow in a separate letter.

Next Steps

Should the DCO be granted then the mitigation licence application must be formally submitted to Natural England. At this stage any modifications to the timings of the proposed works, e.g. due to ecological requirements of the species concerned, must be made and agreed with Natural England before a licence is granted. Please note that there will be no charge for the formal licence application determination, should the DCO be granted, or the granting of any licence.

If other minor changes to the application are subsequently necessary, e.g. amendments to the work schedule/s then these should be outlined in a covering letter and must be reflected in the formal submission of the licence application. These changes must be agreed by Natural

England before a licence can be granted. If changes are made to proposals or timings which do not enable us to meet reach a 'satisfied' decision, we will issue correspondence outlining why the proposals are not acceptable and what further information is required. These issues will need to be addressed before any licence can be granted.

Full details of Natural England's licensing process with regards to NSIP's can be found at the following link:

http://webarchive.nationalarchives.gov.uk/20140605090108/http://www.naturalengland.org.uk/Images/wml-g36_tcm6-28566.pdf

As stated in the above guidance note, I should also be grateful if an open dialogue can be maintained with yourselves regarding the progression of the DCO application so that, should the Order be granted, we will be in a position to assess the final submission of the application in a timely fashion and avoid any unnecessary delay in issuing the licence.

I hope the above has been helpful. However, should you have any queries then please do not hesitate to contact me.

Yours sincerely

[Redacted signature block]

Annex - Guidance for providing further information or formally submitting the licence application.

Important note: when submitting your formal application please mark all correspondence 'FOR THE ATTENTION OF (*insert name/s here*)'.

Submitting Documents.

Documents must be sent to the Customer Services Wildlife Licensing (postal and email address at the top of this letter).

Changes to Documents –Reasoned Statement/Method Statement.

Changes must be identified using one or more of the following methods:

- underline new text/strikeout deleted text;
- use different font colour;
- block-coloured text, or all the above.

Method Statement

When submitting a revised Method Statement please send us one copy on CD, or by e-mail if less than 5MB in size, or alternatively three paper copies. The method statement should be submitted in its entirety including all figures, appendices, supporting documents. Sections of this document form part of the licence; please do not send the amended sections in isolation.

Customer Feedback – EPS Mitigation Licensing

To help us improve our service please complete the following questionnaire and return to:

Customer Services, Natural England, First Floor, Temple Quay House, 2 The Square, Bristol, BS1 6EB.

Fax: 0845 6013438 or email to wildlife@naturalengland.org.uk



Natural England Reference Number (optional):	Please tick to indicate your role:	Consultant Developer (Applicant/Licensee)	☐ ☐
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1. How easy was it to get in contact with the Wildlife Management & Licensing team of Natural England?

Difficult (1)

☐

OK (2)

☐

Easy (3)

☐

Very Easy (4)

☐

If 1 please specify who you initially contacted in relation to your issue/enquiry?

2. Please tell us how aware you were (BEFORE you contacted us) of wildlife legislation and what it does/does not permit in relation to your enquiry?

Unaware (1)

☐

Very Limited Awareness (2)

☐

Partially Aware (3)

☐

Fully Aware (4)

☐

3. How would you rate the service provided by Natural England?

	<i>Poor</i> 1	<i>Fair</i> 2	<i>Good</i> 3	<i>Excellent</i> 4	<i>Not applicable</i>
Ease of completion of application	☐	☐	☐	☐	☐
Advice provided by telephone (if applicable)	☐	☐	☐	☐	☐
Our web site (if applicable)	☐	☐	☐	☐	☐
Clarity and usefulness of published guidance	☐	☐	☐	☐	☐
Helpfulness and politeness of staff	☐	☐	☐	☐	☐
Advice and clarity of explanations provided during Method Statement assessment	☐	☐	☐	☐	☐
Advice and clarity of explanations provided during Reasoned Statement assessment	☐	☐	☐	☐	☐
Speed of process	☐	☐	☐	☐	☐
Overall service	☐	☐	☐	☐	☐

If 1 or 2 to any of the above please specify why:

4. Was your issue/enquiry resolved by the activity authorised under licence or advice provided by us?

Fully

☐

Partially

☐

Unresolved

☐

If not fully resolved please state what you think could have been done instead (note legislation affects which actions can be licensed):

5. Was there a public reaction to any action taken under the licence or as a result of our advice?

Positive support

☐

No reaction

☐

Negative reaction

☐

6. Would you use a fully online licensing service if it could be made available in the future?

Definitely

☐

Possibly

☐

Unlikely

☐

No

☐

7. Do you have any further comments to make or suggestions for improving our service, if yes please specify (continue comments on an additional sheet if necessary). If you are happy to be contacted at a later date to explore possible improvement options, please tick this box ☐ and ensure your Natural England reference number is at the top of this page.

Date: 28 November 2024
Our ref: East Midlands Gateway ("EMG2")
(NATIONALLY SIGNIFICANT INFRASTRUCTURE
PROJECT)



[REDACTED]
FPCR environment and design
Sent by e-mail only

[REDACTED]

DRAFT MITIGATION LICENCE APPLICATION STATUS: INITIAL DRAFT APPLICATION LEGISLATION: THE CONSERVATION OF HABITATS AND SPECIES REGULATIONS 2017 (as amended) NSIP: East Midlands Gateway ("EMG2") SPECIES: Bats (Common pipistrelle <i>Pipistrellus pipistrellus</i>)
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Thank you for your draft bat mitigation licence application in association with the above NSIP site, received in this office on the 19th of November. As stated in our published guidance, once Natural England is content that the draft licence application is of the required standard, we will issue a 'letter of no impediment'. This is designed to provide the Planning Inspectorate and the Secretary of State with confidence that the competent licensing authority sees no impediment to issuing a licence in future, based on information assessed to date in respect of these proposals.

Assessment

Following our assessment of the resubmitted draft application documents, I can now confirm that, on the basis of the information and proposals provided, Natural England sees no impediment to a licence being issued, should the DCO be granted.

However, issues with the current draft of the Reasoned Statement were identified and these will need to be addressed before the licence application is formally submitted. Please ensure the Reasoned Statement is revised prior to formal submission to include the following changes:

- Supporting Evidence – The formal application will need to specify the relevant section/page/paragraph number of all supporting evidence provided.
- 'No Satisfactory Alternative' test sections B1-B3 – The formal application will need to provide relevant supporting evidence for every section, including when 'Not Applicable' has been selected.
- Section B3(a) – The formal application should include the two alternatives discussed (retention of the tree and construction of a bridge over Hyam's Lane) within the table rather than under the 'Not Applicable to Situation' header.

[REDACTED]

Please note this letter refers to the IROPI and NSA tests only and should be read in conjunction with the letter sent on 25 November 2024 regarding the FCS test.

Next Steps

Should the DCO be granted then the mitigation licence application must be formally submitted to Natural England. At this stage any modifications to the timings of the proposed works, e.g. due to ecological requirements of the species concerned, must be made and agreed with Natural England before a licence is granted.

If other minor changes to the application are subsequently necessary, e.g. amendments to the work schedule/s then these should be outlined in a covering letter and must be reflected in the formal submission of the licence application. These changes must be agreed by Natural England before a licence can be granted. If changes are made to proposals or timings which do not enable us to meet reach a 'satisfied' decision, we will issue correspondence outlining why the proposals are not acceptable and what further information is required. These issues will need to be addressed before any licence can be granted.

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I should also be grateful if an open dialogue can be maintained with yourselves regarding the progression of the DCO application so that, should the Order be granted, we will be in a position to assess the final submission of the application in a timely fashion and avoid any unnecessary delay in issuing the licence.

I hope the above has been helpful. However, should you have any queries then please do not hesitate to contact me.

Yours sincerely

[Redacted Signature]

E-mail: e [Redacted Email Address]

Annex - Guidance for providing further information or formally submitting the licence application.

Important note: when submitting your formal application please mark all correspondence 'FOR THE ATTENTION OF ((*insert name/s here*)).

Submitting Documents.

Documents must be sent to the Natural England Wildlife Licensing Service (postal and email address at the top of this letter).

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Customer Feedback – Wildlife Licensing

To help us improve our service please complete the following questionnaire and return to:

Wildlife Licensing Natural England, Horizon House, Deanery Road, Bristol, BS1 5AH.

or email to wildlife@naturalengland.org.uk

<http://www.gov.uk/guidance/wildlife-licences>

NATURAL
ENGLAND

Natural England Reference Number (optional):	Please tick to indicate your role:	Consultant	☐
		Developer (Applicant/Licensee)	☐

1. How easy was it to get in contact with the Wildlife Management & Licensing team of Natural England?

Difficult (1)

☐

OK (2)

☐

Easy (3)

☐

Very Easy (4)

☐

If 1 please specify who you initially contacted in relation to your issue/enquiry?

2. Please tell us how aware you were (BEFORE you contacted us) of wildlife legislation and what it does/does not permit in relation to your enquiry?

Unaware (1)

☐

Very Limited Awareness (2)

☐

Partially Aware (3)

☐

Fully Aware (4)

☐

3. How would you rate the service provided by Natural England?

	Poor 1	Fair 2	Good 3	Excellent 4	Not applicable
Ease of completion of application	☐	☐	☐	☐	☐
Advice provided by telephone (if applicable)	☐	☐	☐	☐	☐
Our web site (if applicable)	☐	☐	☐	☐	☐
Clarity and usefulness of published guidance	☐	☐	☐	☐	☐
Helpfulness and politeness of staff	☐	☐	☐	☐	
Advice and clarity of explanations provided during Method Statement assessment	☐	☐	☐	☐	☐
Advice and clarity of explanations provided during Reasoned Statement assessment	☐	☐	☐	☐	☐
Speed of process	☐	☐	☐	☐	
Overall service	☐	☐	☐	☐	

If 1 or 2 to any of the above please specify why:

4. Was your issue/enquiry resolved by the activity authorised under licence or advice provided by us?

Fully

☐

Partially

☐

Unresolved

☐

If not fully resolved please state what you think could have been done instead (note legislation affects which actions can be licensed):

5. Was there a public reaction to any action taken under the licence or as a result of our advice?

Positive support

☐

No reaction

☐

Negative reaction

☐

6. Would you use a fully online licensing service if it could be made available in the future?

Definitely

☐

Possibly

☐

Unlikely

☐

No

☐

7. Do you have any further comments to make or suggestions for improving our service, if yes please specify (continue comments on an additional sheet if necessary). If you are happy to be contacted at a later date to explore possible improvement options, please tick this box ☐ and ensure your Natural England reference number is at the top of this page.

Great Crested Newt District Level Licensing Impact Assessment & Conservation Payment Certificate

T. 020 8026 1089

E. gcndll@naturalengland.org.uk

The appropriate authority shall not grant a licence under Regulation 55(9)(b) unless they are satisfied that actions authorised will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range.

This Certificate is provisional once all information required in sections 1, 2, 3 and 4 has been inserted by Natural England and it has been issued to the Applicant. A provisional Certificate shall be given the date inserted by Natural England in section 4. A Certificate remains provisional until:

- It has been signed and dated by the Applicant in section 6; and
- Natural England's administration fee has been invoiced for and (if applicable) the 1st Stage Conservation Payment has/have been paid; and
- It has been counter-signed and dated on behalf of Natural England in section 8.

At which point this Certificate shall be complete and effective and shall be given the date on which it is signed by Natural England in section 8.

A provisional Certificate that determines that a 1st Stage Conservation Payment is required will lapse after 4 weeks from the date given in section 4, unless signed and dated by the applicant in Section 6.

A provisional Certificate that determines that a 1st Stage Conservation Payment is *not* required will lapse after 2 months from the date given in section 4, unless signed and dated by the applicant in Section 6.

Lapse date:

1. Application Details

(1.1) Name of Applicant: (and company number where relevant) "the Applicant"	
(1.2) Site name / address: "the Site"	
(1.3) Grid reference for site: 10 figure reference from the centre of the site (or start/end points for linear schemes)	
(1.4) District Level Licensing Enquiry number:	
(1.5) District Level Licensing Enquiry form date:	

2. Impact assessment

2.1	Total number of ponds within proposed site boundary		
2.2	Total number of ponds within 250m buffer around the proposed site boundary		
2.3	Expected total number of ponds functionally lost <i>All ponds within the red line boundary are considered lost as standard. Impacts on ponds outside of the red line boundary, up to 250m from the proposed site, are considered proportionally.</i>		
2.4	Does this development qualify for an alternative Impact Assessment approach?	Householder Temporary Impacts Other	Linear scheme Phased development

3. Compensation

3.1	Has the DLL enquiry been submitted with survey information, or has Natural England's modelled 'No-Survey' option been utilised?	Survey	No-Survey	
3.2	Which Risk Zone does the development lie in: <i>(No Survey route only)</i>	Amber Zone	Green Zone	Combination Used for Linear schemes only
3.3	Associated Risk Zone compensation ratio: <i>(No Survey route only) Ratio is associated with the risk zone above it.</i>	2:1	1:1	Other (Provide details below)
3.4	Pond compensation ratios: <i>(Survey route only)</i>	GCN 'Present' Ponds - 4:1 GCN 'Un-surveyed' Ponds - 2:1 GCN 'Absent' Ponds - 1:1		
3.5	Additional Multipliers: <i>Applicable only under an alternative Impact Assessment approach e.g. Temporary impacts multiplier.</i>			
3.6	Number of compensation ponds required: <i>[Expected total number of ponds lost] x [compensation ratio(s)]</i>			
3.7	Is the Time-lag multiplier of 1.1x required? <i>Multiplier applied when allocated compensation ponds are under a year old (not yet fully functional).</i>	Yes	No	In Part
3.8	Total number of compensation ponds required <i>After all multipliers</i>			
3.9	Is a 1 st Stage Conservation Payment required? <i>Mandatory when three or more compensation ponds are required, unless otherwise stated by Natural England.</i>	Yes	No	

4. Administration Fee and Conservation Payment

- 4.1 Natural England charges a non-refundable Administration Fee of £570 + VAT for the production of a provisional Impact Assessment and Conservation Payment Certificate. An invoice for this fee will be issued at the point of production of the provisional Impact Assessment and Conservation Payment Certificate, payable within 28 days of issue.
- 4.2 Applicants must also make a Conservation Payment to Natural England, to allow Natural England to pay for the creation of sufficient new great crested newt habitat to compensate for the impacts of the Applicant's proposals and maintain this habitat for 25 years.
- 4.3 If the total number of compensation ponds required is 3 or more the Conservation Payment shall be split into two staged payments: a 1st Stage Conservation Payment and a 2nd Stage Conservation Payment. In the case of a phased development, see Annex 4.
- 4.4 An Applicant who is not required to make staged payments will be issued with a VAT-inclusive invoice for the Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.5 An Applicant who is required to make a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for that payment once it has signed the provisional Impact Assessment and Conservation Payment Certificate at section 6, below, and returned it to Natural England. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10 below. When an Applicant is required to make a 1st Stage Payment Natural England will not complete the Impact Assessment and Conservation Payment Certificate by signing and dating it at section 8 until that payment has been made.
- 4.6 An Applicant who has made a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for the 2nd Stage Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.7 Except for householder home improvement projects or where planning permission has been received following a householder planning application a further non-refundable fee of £690 will be charged at the point of issue of any subsequent licence under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended), payable within 28 days of issue.

Basis of calculation of Conservation Payment:

compensatory ponds required at £	each = £	plus VAT = total £	
If a 1 st Stage Conservation Payment is required, the Conservation Payment shall be split as follows:			See 4.2 to 4.6, above

1 st Stage Conservation Payment:	£	plus VAT = total £	See 4.5, above
2 nd Stage Conservation Payment:	£	plus VAT = total £	See 4.6, above

Plus:

Administration fee for Impact Assessment and Conservation Payment Certificate	£570 plus VAT = total	£684	See 4.1, above
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Fee payable on the issue of a licence	£690 (no VAT)		See 4.7, above
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Date:			See clause 5.11, below
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Additional comments on the Conservation Payment:

A breakdown of the Conservation Payment per pond is given at Annex 2.

The Conservation Payment must be made in full before a licence under regulation 55 of the Conservation of Species and Habitats Regulations 2017 (as amended) may authorise activities that would otherwise breach Regulation 43 of those regulations.

5. Further Important Information

- 5.1 It is the duty of the Applicant to inform Natural England if the extent of the land affected by the proposed development is not exactly as shown on the Plan attached as Annex 3 to this Certificate or if it alters at any time after the date of this Certificate. An offence may be committed if incorrect information is submitted to Natural England in the course of the licensing process.
- 5.2 Natural England shall be entitled to terminate this Certificate if information subsequently received causes it to reasonably conclude that the impacts on great crested newts, or the required level of compensation, of/for the Applicant's proposals on the Site have been under-stated in this Certificate. Before terminating this Certificate Natural England shall give the Applicant reasonable notice of its intentions and the opportunity to make a written representation against withdrawal.
- 5.3 This Certificate relates only to the development described in this form and not to any associated or enabling development.
- 5.4 Natural England's assessment of the total number of ponds to be lost at the Site is informed by the information provided by the Applicant in its Enquiry Form. However, where an Applicant has not provided up to date survey data Natural England determines the number of ponds to be lost at the Site from its own information. In all cases Natural England retains discretion in assessing the number of ponds to be lost as a result of the Applicant's proposals at the Site and its decision shall be conclusive.
- 5.5 This Certificate is not a licence granted under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended) (henceforth "the 2017 Regulations") and is not a confirmation or warranty that such a licence will subsequently be granted.¹ Natural England excludes all warranties and representations in so far as the law permits.
- 5.6 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations any such licence will be subject to the conditions therein set out, which may include (but not be limited to) conditions that activities may not be commenced until the Applicant has paid the Conservation Payment in the amount and manner set out herein and that activities may not be commenced until compensatory works have reached a specified stage of completion.
- 5.7 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations Natural England agrees to use and hold Conservation Payment monies payable by and received from the Applicant for the purposes and period of time set out in Annex 2 to this Certificate. Any surpluses properly arising after 25 years from the date of the grant of a licence shall be retained and used by Natural England for the purposes of enhancing the conservation status of great crested newts in England.
- 5.8 If planning permission or other essential regulatory consent (including a licence to the Applicant under reg. 55 of the 2017 Regulations) for the Applicant's proposals on the site are refused, or are not applied for, the 1st stage Conservation Payment(s) made by the Applicant to Natural England pursuant to this Certificate will be repaid in full.
- 5.9 If following the receipt of planning permission and/or all other essential regulatory consents but prior to the commencement of any works on the Site that could kill or disturb great crested newts or damage or destroy their habitat the Applicant confirms in writing to Natural England that it no longer wishes to proceed with its proposals on the Site any 1st Stage Conservation Payment already made shall be forfeit and any 2nd Stage Conservation Payment already made will be repaid subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. An Applicant who was not required to make staged payments will be repaid any Conservation Payment already made subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.
- 5.10 If the Applicant only carries out part of the development on the Site and has less impact than that assessed at part 2 of this Certificate it shall be entitled to request Natural England to recalculate the Conservation Payment. Such request shall be in writing and shall contain all the information necessary to allow Natural England to assess the impact of the modified development. If the recalculated Conservation Payment is lower than the Conservation Payment(s) already paid the Applicant shall be entitled to reimbursement of the difference on the following basis: a 1st Stage Payment shall be forfeit; the balance may be repaid from a 2nd Stage Payment subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of the request to recalculate; an Applicant who was not required to make staged payments will be repaid the difference subject to the deduction of such costs as have reasonably been incurred

by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written request. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.

- 5.11 Once signed and dated in section 8, this Certificate shall remain effective for the period of 25 years from the commencement of works on the Site that could kill or disturb great crested newts or damage or destroy their habitat; save that if after two years from the date of this Certificate the Conservation Payment set out at part 4 of this Certificate has not been paid in full Natural England shall be entitled to review and revise the amount of that payment to such sum as at the date of such review is sufficient to pay for the creation and maintenance of sufficient great crested newt habitat to compensate for the impacts of the Applicant's proposals for 25 years. Until signed and dated in section 8 this Certificate is provisional only and if it has been determined that a 1st Stage Conservation Payment is required it will lapse and be of no further effect after 4 weeks from the date given in section 4. If it has been determined that a 1st Stage Conservation Payment is not required this Certificate will lapse and be of no further effect after 2 months from the date given in section 4.
- 5.12 This Certificate may not be relied on by any person other than the Applicant and may not be assigned to any other person without the prior written consent of Natural England. Natural England's consent will be conditional upon any assignee signing a Certificate in like form to this Certificate, or as appropriate to the circumstances, subject to which consent shall not unreasonably be withheld.
- 5.13 Natural England's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment paid by the Applicant to Natural England and un-spent as at the date of adjudication of the claim.
- 5.14 The Applicant's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment properly calculable on the basis of the actual development to which this Certificate relates.
- 5.15 Neither Natural England nor the Applicant shall be liable to the other for any indirect, special or consequential loss or damage or any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 5.16 No variation of this Certificate shall be valid unless it is in writing and signed by or on behalf of both parties.
- 5.17 Nothing in this Certificate shall prejudice, conflict with or affect the exercise by Natural England of its statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations arising or imposed under any legislative provision enactment, bye-law or regulation whatsoever, nor shall it fetter the exercise of any discretion Natural England may have.
- 5.18 Natural England may terminate this Certificate immediately on notice in writing where, in Natural England's reasonable opinion, compliance with the obligations in this Certificate is likely to conflict with Natural England's statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations.
- 5.19 The Applicant acknowledges that Natural England is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (both as amended) and cannot guarantee confidentiality. The Applicant shall assist and co-operate with Natural England as necessary to comply with these requirements. In responding to a request for information, including information in connection with the subject matter of this Certificate Natural England shall where in its absolute discretion it deems necessary use reasonable endeavours to consult with the Applicant. Notwithstanding this the Applicant acknowledges that Natural England may disclose information without consultation, or following consultation with the Applicant having taken its views into account.
- 5.20 The Applicant shall ensure that all information produced in connection with the subject matter of this Certificate or relating to this Certificate is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.
- 5.21 Nothing in this Certificate is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Natural England and the Applicant. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 5.22 The parties do not intend any term of this Certificate to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

- 5.23 This Certificate and all disputes or claims arising out of or in connection with the activities of the parties in connection with it shall be governed by and construed in accordance with the law of England.
- 5.24 The Annexes to this Certificate form part of and are incorporated into this Certificate and the agreement between Natural England and the Applicant.

6. Declarations

This Declaration may only be signed by either:

- The person identified at 1(a) of the Enquiry Form, as the individual Applicant; **or**
- A director or senior authorised employee of the corporate Applicant identified in 1.1; **or in either case:**
- A person authorised in writing by the Applicant to complete the Enquiry Form and to make this Declaration.
Any such written authorisation must identify the site and development concerned and be irrevocable.

The Applicant declares as follows:

- **All of the information provided by the Applicant to enable Natural England to produce this Certificate is up to date, complete and correct;**
- **All of the information provided by the Applicant in the District Level Great Crested Newt Licence Enquiry Form is up to date, complete and correct;**
- **The terms and conditions contained within this Certificate are agreed and accepted.**

Signed:

Print Name and position of signatory:

For electronic applications, please insert an electronic signature above or tick this box to confirm with the declaration:

I confirm that I (the above) am duly authorised by the Applicant to sign and submit this document on its behalf:

Dated:

Invoicing – details of where the invoice(s) should be sent (for first stage payment only)

Email address for invoice:	
Purchase Order Number * for Conservation Payment:	
Company Name:	
Address:	
Postcode:	
County:	
Customer contact name	
Telephone number:	

** Or an alternative reference code. This is a requirement in order for Natural England to raise the invoice*

Any person who in order to obtain a licence under regulation 55 of the 2017 Regulations knowingly or recklessly makes a statement or representation, or furnishes a document or information which is false in a material particular, shall be guilty of an offence and may be liable to criminal prosecution. A person found guilty of such an offence is liable on summary conviction to imprisonment for a term not exceeding six months or to a fine, or to both.

7. Use of this Certificate

In consideration of the Applicant's obligations arising herein Natural England consents to the use of this Certificate by the Applicant in support of an application for planning permission, or development consent under the Planning Act 2008, for development on the Site. Under District Level Great Crested Newt Licensing Natural England carries out its formal determination for the purposes of Regulation 55 of the 2017 Regulations after the grant of planning permission, or development consent under the Planning Act 2008, for the development in question. Accordingly, as at the date of this Certificate that formal determination has not yet been carried out.

However, in signing this Certificate Natural England has considered the matters it believes to be necessary to satisfy Regulation 55 (9) (b) of the 2017 Regulations ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range") and has concluded that payment by the Applicant of the Conservation Payment will suffice to allow the impacts on great crested newts of the Applicant's proposals on the Site to be adequately compensated, and therefore that these proposals will not be detrimental to the maintenance of the population of great crested newts at a favourable conservation status in their natural range.

This Certificate reflects Natural England's views in relation only to great crested newts on and within 250m of the Site.

8. Natural England

Signed for and on behalf of Natural England
Duly authorized:

Digitally signed by [REDACTED]
Date: 2025.09.04 13:16:48
+01'00'

Print Name and position in Natural England:

Dated:

¹ In order for Natural England to grant a licence to the Applicant under reg. 55 of the 2017 Regulations it must be satisfied, inter alia, that the activities so licensed meet the provisions of reg. 55 (2) and 55 (9) (a) and (b). Compensatory works funded by the Conservation Payment set out in this document allow the provisions of reg. 55 (9) (b) to be satisfied ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range"), but do not address the issues raised in reg. 55 (2) ("...imperative reasons of overriding public interest, including those of a social or economic nature ...") or 55 (9) (a) ("that there is no satisfactory alternative"). Accordingly, no representation, assurance, condition or warranty is given by Natural England to the effect that activities associated with the development described in this form will go on to be licensed by Natural England.

Annex 1

Privacy Notice

Who collects your data?

The data controller is Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX. You can contact the Natural England Data Protection Manager at: Natural England, County Hall, Spetchley Road, Worcester, WR5 2NP; foi@naturalengland.org.uk

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at: Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P 4DF. DefraGroupDataProtectionOfficer@defra.gsi.gov.uk

What of my data is being collected and how is it being used? What is the legal basis for the processing?

The data collected by Natural England includes: an Applicant's name and contact details, the name and contact details of any agent appointed by the Applicant, the name and contact details of individual points of contact within the Applicant's organisation and that of the Applicant's agent, customer type, the nature of the Site, the development proposed on the Site, reasons for that development, and bank account information for refunds.

Natural England uses such data to run a great crested newt licensing scheme ("the Scheme") in the area in which the Site is located. Processing is necessary (a) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller. That task is to conduct the licensing functions delegated by Defra to Natural England under section 78 of the Natural Environment and Rural Communities Act 2006 and (b) for the performance of the contractual terms set out in this Certificate.

The processing by us of personal data relating to wildlife-related or animal welfare offences or related security measures is carried out only under official authority. This information is used in assessing an application as it is a material fact.

Who will my data be shared with?

Information provided by or on behalf of the Applicant and any supporting material will be used by Natural England to undertake our licensing functions and to operate the Scheme. This will include assessing an Applicant's proposals in line with the Scheme, producing a Scheme certificate, assessing an Applicant's licence application, issuing a licence if applicable, monitoring compliance with licence conditions and collating licence returns and reports. In carrying out these functions Natural England may discuss your Scheme application with third parties such as contractors commissioned to deliver the necessary habitat compensation. Natural England may for particular licence applications and at specific stages of the licensing process discuss your application with third parties. The details of this sharing are set out here <https://www.gov.uk/government/publications/wildlife-licensing-privacy-notice>

Natural England recognises there is significant public interest in wildlife licensing and in those who benefit from receiving a wildlife licence. Therefore, we may make information publicly available. Information released may include, but is not limited to, your name or business name, application and licence details as well as reports and returns. Natural England, however, realises that some licensed activities can be sensitive and we **will not** release information that could harm people, species or habitats. In some cases, for example, this may mean not releasing the names and addresses of individuals or the location of the licensed activity.

We will respect personal privacy, whilst complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000.

How long will my data be held for?

Your personal data will be kept by us for 7 years beyond the period of effectiveness of this Certificate.

If you are relying on my consent to process data, can I withdraw my consent?

No, because the processing is not based on consent.

What will happen if I don't provide the data?

Failure to provide this information will mean that we will be unable to assess your application for a Scheme certificate and/or a wildlife licence.

Will my data be used for automated decision-making or profiling?

The information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).

Will my data be transferred outside of the EEA?

The data you provide will not be transferred outside the European Economic Area.

What are my rights?

A list of your rights under the General Data Protection Regulation, the Data Protection Act 2018, is accessible at:

How do I complain?

You have the right to lodge a complaint with the ICO (supervisory authority) at any time. Should you wish to exercise that right full details are available at: [REDACTED]

Natural England's Personal Information Charter

Details of our Personal Information Charter can be found at: <https://www.gov.uk/government/organisations/natural-england-personal-information-charter>

Annex 2

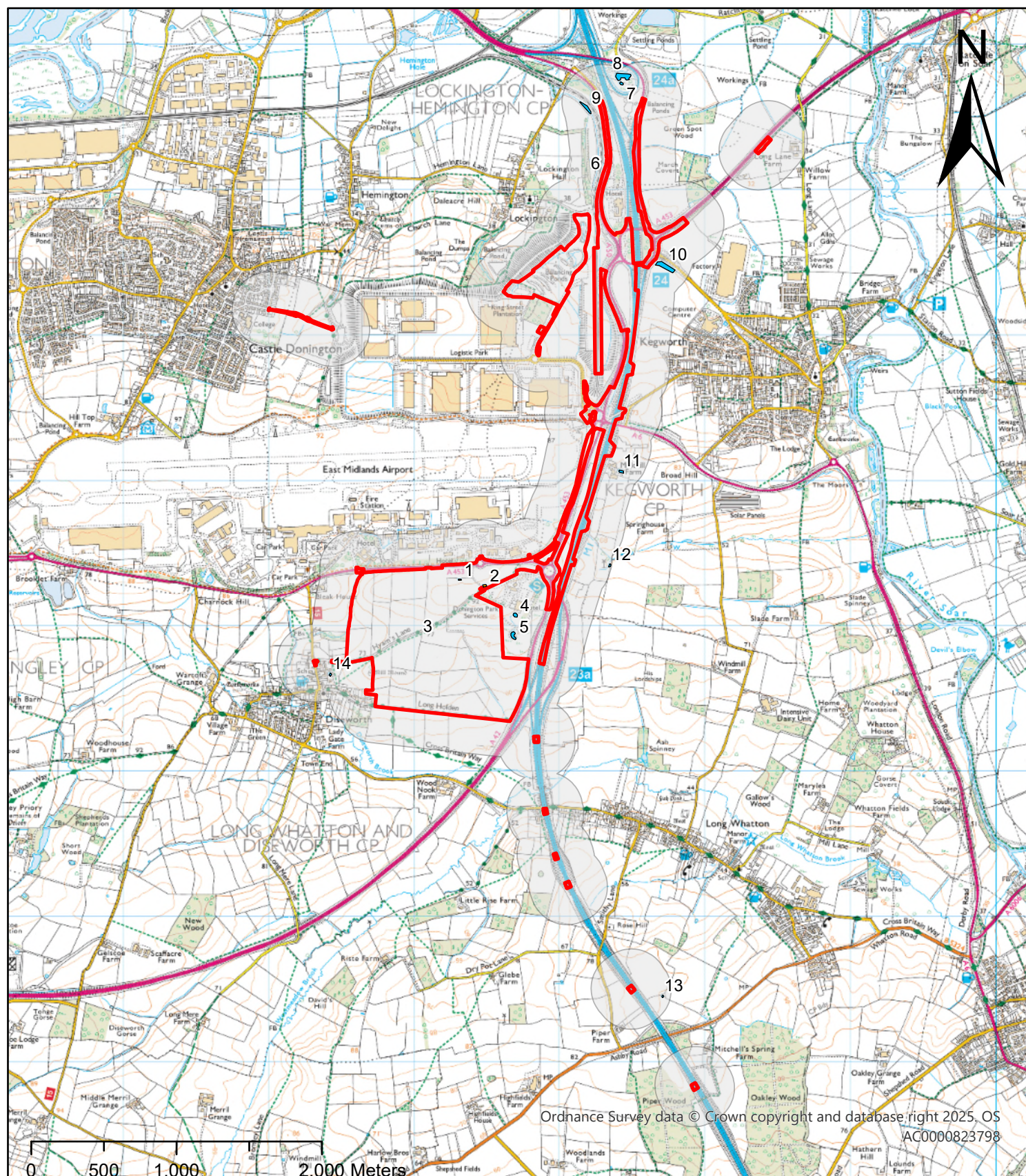
Breakdown of Conservation Payment per compensatory pond required

Habitat delivery (66%)	Compensatory pond creation or restoration*	£5,135 per pond, including cost of obtaining planning permission where necessary	Funds to be spent as soon as possible
	Contingency fund for replacement of compensatory pond	£900 per pond initially created	Funds to be pooled Spent on the creation of further ponds at Natural England's discretion, within 25 years
	Compensatory pond maintenance	£5,290 per pond initially created	Funds to be pooled Spent over 25 years
	Habitat facilitation, strategy provision and licence compliance	£2,200 per pond initially created	Funds to be pooled Spent over 25 years
Habitat monitoring (19%)	Monitoring	£3,590 per pond initially created	Funds to be pooled Spent over 25 years, including eDNA and HSI surveys
	Modelling and mapping updates	£210 per pond initially created	Funds to be pooled Spent at regular intervals over 25 years
Administration (15%)	Natural England: management and administration of scheme	£2,875 per pond initially created	Funds to be pooled Spent over 25 years

Plus VAT

* Items marked with an asterisk relate to immediate costs for pond creation and together constitute the 1st Stage Conservation Payment per compensatory pond, in cases where this is payable separately.

DLL-ENQ-LEIC-00056-3 - East Midlands Gateway Phase 2 - Diseworth Annex 3 Location Map A

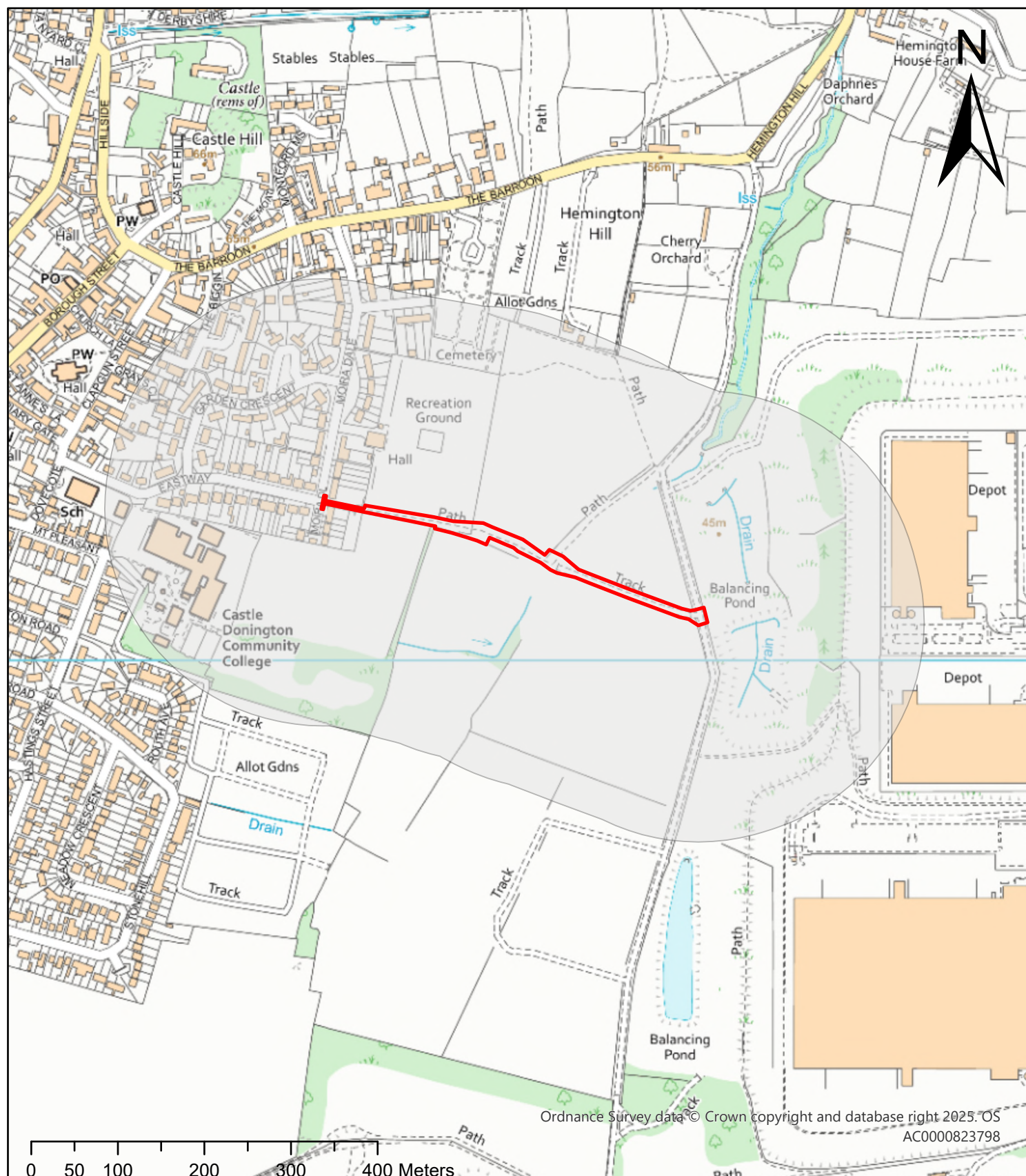


Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- 250m Buffer

DLL-ENQ-LEIC-00056-3 - East Midland Gateway Phase 2 - Diseworth Annex 3 Location Map B



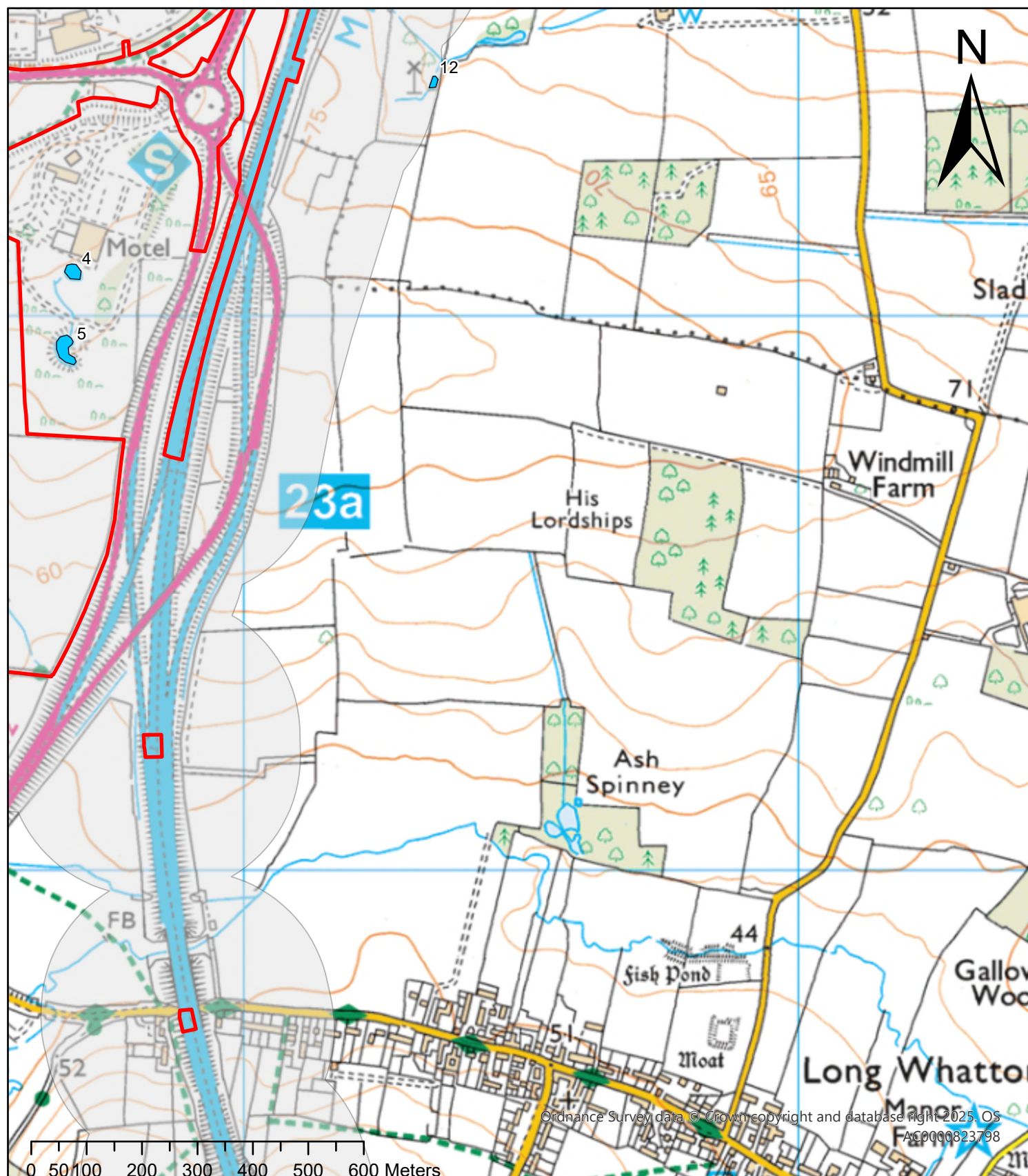
Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- 250m Buffer

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AC0000823798

DLL-ENQ-LEIC-00056-3 - East Midland Gateway Phase 2 - Diseworth Annex 3 Location Map D



Ponds: GCN Presence per Survey

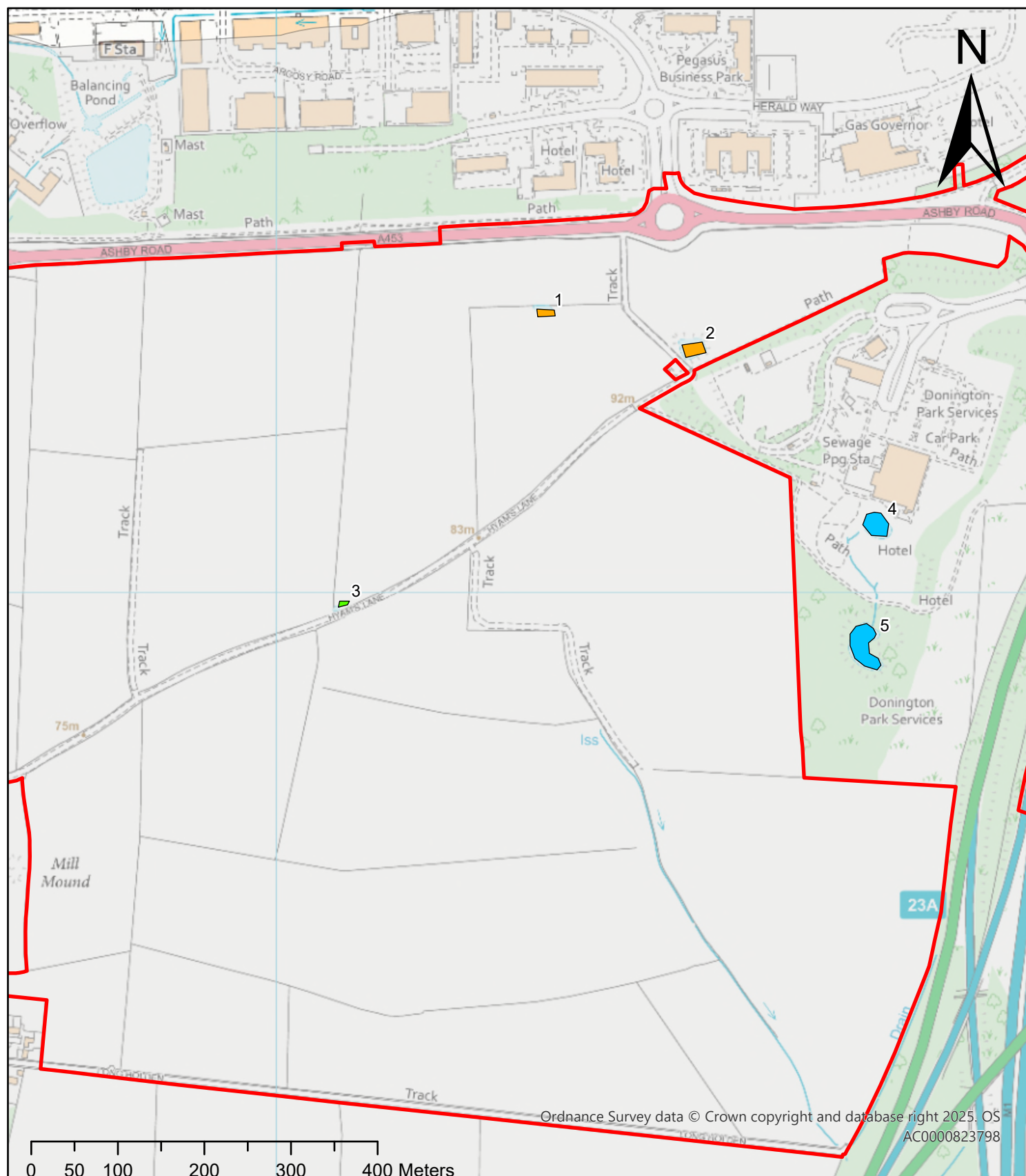
- No Survey
- Absent
- Present

Site Boundary

250m Buffer

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DLL-ENQ-LEIC-00056-3 - East Midland Gateway Phase 2 - Diseworth Annex 3 Location Map E

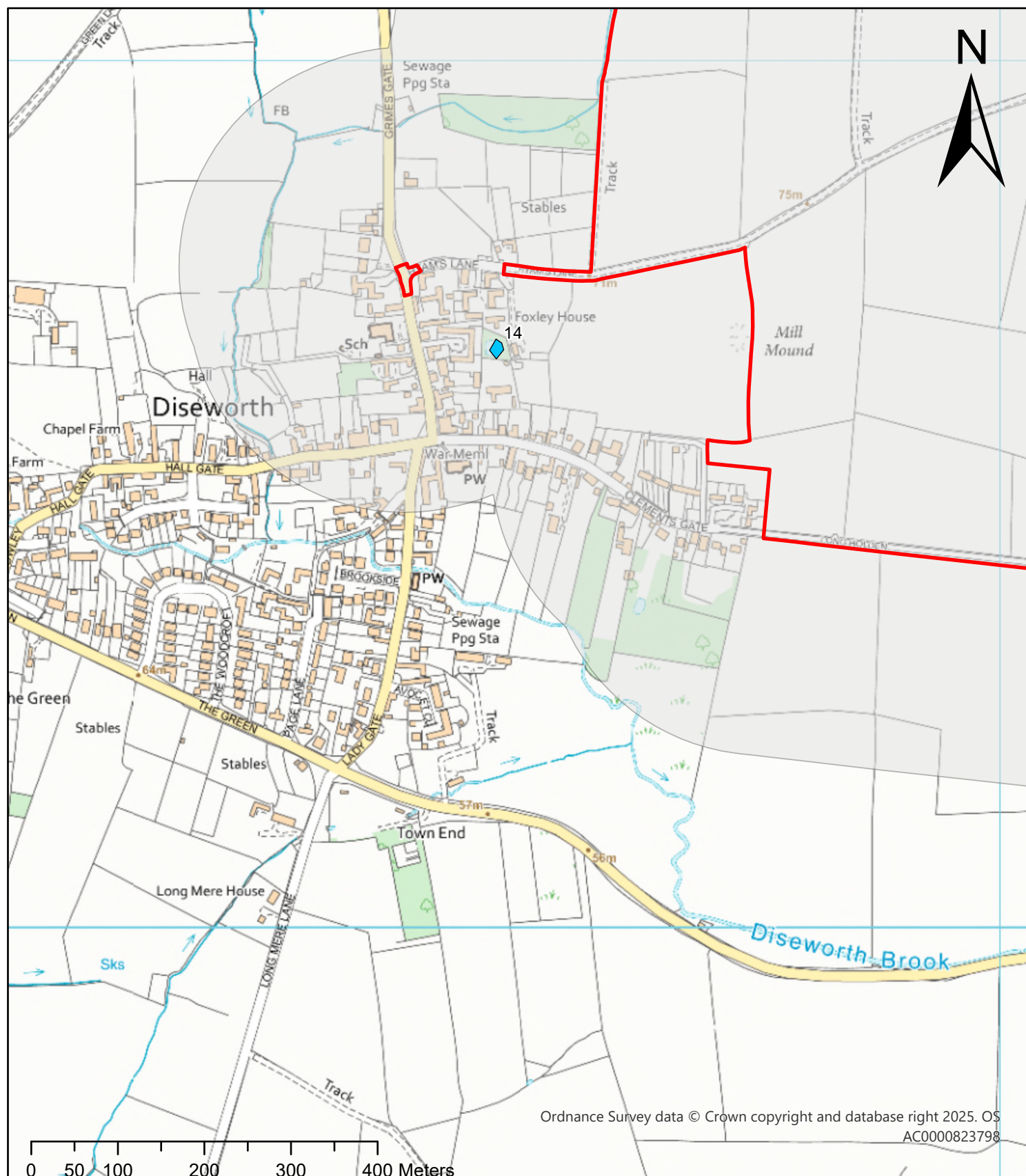


Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- 250m Buffer

DLL-ENQ-LEIC-00056-3 - East Midland Gateway Phase 2 - Diseworth Annex 3 Location Map F



Ponds: GCN Presence per Survey

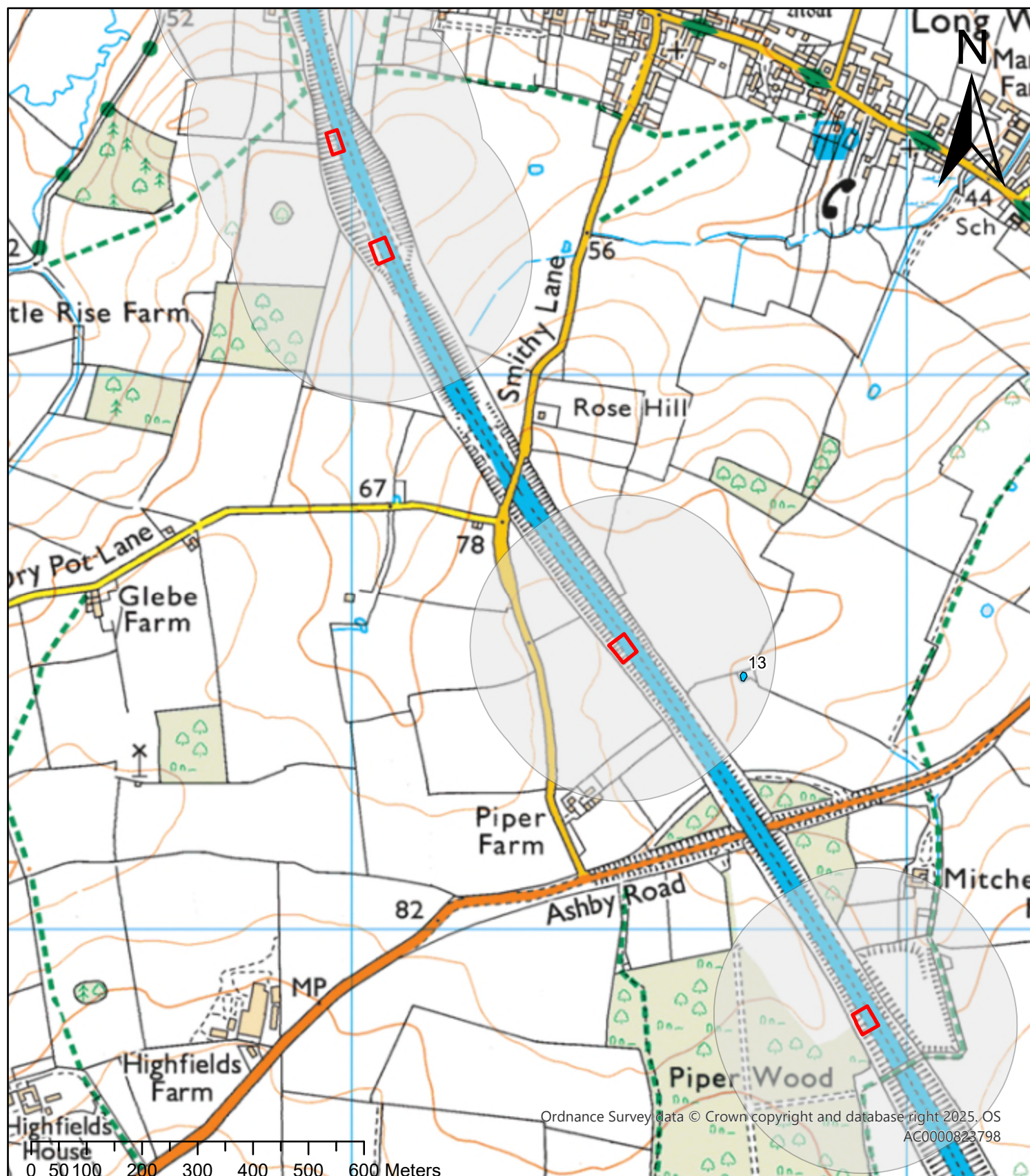
- No Survey
- Absent
- Present

Site Boundary

250m Buffer

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DLL-ENQ-LEIC-00056-3 - East Midland Gateway Phase 2 - Diseworth Annex 3 Location Map G



Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- 250m Buffer

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