EXHIBIT LIST

Reference No: HOC/00164
Petitioner: The National Trust
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1. This is an agreed statement between HS2 Ltd and the National Trust.

2. Following the petition submitted by the National Trust, there has been constructive dialogue between the promoter and the Trust on the issues raised in its petition. The promoter has taken significant steps towards addressing the Trust’s concerns and has offered a package of assurances to the Trust to reflect these discussions.

3. Assurances have been given concerning the formal setting up of a group to:
   3.1. Firstly, provide advice and response to the nominated undertaker on the design of the Great Haywood Viaduct, Ingestre Green Overbridge, landscape earthworks and planting design;
   3.2. Secondly, develop design principles that could reasonably be applied to works in the Trent – Sow Parklands and the setting of Cannock Chase AONB which aim to achieve an exemplar landscape and viaduct design for the project; and
   3.3. Thirdly, work in partnership to harness local knowledge and pro-actively identify and propose additional environmental enhancement measures that are within the Group’s area of remit but outside of Bill limits. These measures may be funded by the nominated undertaker in accordance with the terms of the assurances and proposed terms of reference of the group up to a combined total value of £1.5 million.

4. Membership of the group will consist of the nominated undertaker, the National Trust, Staffordshire County Council, Stafford Borough Council, the Cannock Chase AONB Unit, Sandwell Metropolitan Borough Council, Staffordshire Wildlife Trust, Natural England, Historic England, the Canal & River Trust and the Landmark Trust. Other groups, such as the Forestry Commission, the Environment Agency, relevant Parish Councils and community organisations will be invited to attend meetings of the group where appropriate. The National Trust established an informal group consisting of these members (other than the nominated undertaker) in 2017 and it has met 5 times already.

5. Terms of Reference for the Group will need to agreed by the Group members before it is established. The promoter and the National Trust have agreed these terms and the Trust is hopeful that they will soon also be agreed by the remaining members of the Group.
6. An assurance has also been given concerning the funding of the administrative costs of the Group.

7. The next topic is noise, where commitments have been made regarding the mitigation of the impact of operational noise on heritage assets at Shugborough, namely the Chinese House, the Shepherd’s Monument, Shugborough Hall and the garden areas within which they are situated.

8. Finally, the promoter has given an assurance to the National Trust concerning regular meetings taking place between the nominated undertaker and the Trust to keep it updated about construction works, including enabling works, in the Great Haywood area.

9. These assurances are in addition to those already offered to and accepted by Staffordshire County Council in respect of the Great Haywood Viaduct, with which members of the Committee are familiar. Given the steps taken by the promoter to address the National Trust’s additional concerns and the assurances that have been offered, the National Trust will be withdrawing its petition and will not be appearing before the Select Committee today.
Trent – Sow Parklands and Cannock Chase AONB HS2 Group

Draft Terms of Reference (v7)

1. Introduction
1.1 The section of High Speed Two Phase 2a that crosses Great Haywood in Community Area 2, passes through a notable collection of nationally and locally important landscapes. These include the washlands at the confluence of the rivers Trent and Sow; the historic designed landscapes of Shugborough, Ingestre and Tixall; 18th and 19th century transport infrastructure; the conservation areas of Ingestre, Tixall, Great Haywood and Shugborough and Colwich and Little Haywood; together with a number of listed buildings. This landscape within the setting of the Cannock Chase Area of Outstanding Natural Beauty (AONB), a nationally designated landscape.

1.2 The integration of HS2 within this landscape requires careful consideration through design in order to mitigate the scheme. A high standard of design is required, especially for substantial structures such as the Great Haywood Viaduct, and mitigation measures which seek the sympathetic integration of the railway within the wider historic landscape.

1.3 To assist the nominated undertaker in achieving these ends, the Trent – Sow Parklands and Cannock Chase AONB HS2 Group (‘the Group’) will work with the nominated undertaker (the nominated undertaker is HS2 Ltd or any other party appointed as nominated undertaker under the High Speed Rail (West Midlands – Crewe) Bill (‘the Bill’)) in pursuing its responsibility to design and implement the works authorised by the Bill.

2. Purpose and Remit
2.1 The purpose and remit of the Group is to work on a collaborative basis to:

- develop design principles (both general and detailed) that could reasonably be applied to HS2 works in the Trent – Sow Parklands and the setting of Cannock Chase AONB (broadly the eastern part of HS2 P2A CA2 between Great Haywood and Ingestre) which aim to achieve an exemplar landscape and viaduct design for the project;
• **provide advice and response** to the nominated undertaker on the design of the Great Haywood Viaduct; Ingestre Green Overbridge, landscape earthworks and planting design.
• work in partnership to harness local knowledge and pro-actively identify and propose **new environmental enhancement measures** in the Group's area of remit but outside of Bill limits.

3. **Core Membership**

3.1 Membership of the Group will consist of representatives of the following organisations:

- The nominated undertaker
- Staffordshire County Council
- Stafford Borough Council
- Cannock Chase AONB Unit (or any successor body)
- Sandwell Metropolitan Borough Council
- Staffordshire Wildlife Trust
- Natural England
- Historic England
- The Canal & River Trust
- The Landmark Trust
- National Trust

3.2 Each member will submit a named individual to act as their ‘lead’ representative. A substitute for each member will also be named, to deputise if/when required, but all participants should aim to achieve continuity in the work of the Group as far as practically possible.

3.3 During the lifetime of the Group, additional members may be co-opted for their expert or unique insight, at the discretion of the Group Chair for attendance at specific meetings. This may include members from the HS2 Design Panel, who will independently be considering the design proposals for the Great Haywood Viaduct and associated infrastructure.

3.4 Attendance from other organisations such as the Forestry Commission, the Environment Agency and relevant Parish Councils and community organisations should take place as appropriate and be discussed in advance with the nominated undertaker.

All members will be subject to the Nolan principles of public life¹.

4. Duration of Group
4.1 The Group will continue to meet until the Great Haywood Viaduct, Ingestre Green Overbridge and landscape earthworks have been approved under Schedule 17 to the Bill.

5. Scope and Function
5.1 Through collaboration and in a non-statutory role (and recognising that some members have a separate statutory role), the Group will work in partnership to harness local knowledge and provide input into the development process for the design of HS2’s Proposed Scheme in the Trent – Sow Parkland and Cannock chase AONB and its setting. The Group will work collaboratively and in a timely way to consider the three areas of work defined in the purpose and remit in section 2 above.

6. Design Principles
6.1 The Group will develop a set of design principles for the works authorised by the Bill in the Area. These principles will address the Great Haywood Viaduct; the Ingestre Green Overbridge; landscape earthworks and planting design.

6.2 To inform the Group’s own design principles, HS2 have developed the ‘Phase 2a Great Haywood Illustrative Design Plan’, which sets out HS2 design principles for the area at the Project’s current design stage. The Group will seek to settle its Design Principles by mid-2019 to ensure they are available to inform the design of the works.

6.3 The nominated undertaker will have due regard as far as is reasonably practical to the outputs of the Group, and so far as they do not impact the timely economic and safe delivery and/or operation of the railway, meet the Environmental Minimum Requirements, and are relevant to the grounds on which the relevant planning authority would be entitled to refuse approval under Schedule 17 to the Bill.

Provide advice and challenge to the nominated undertaker on the design

6.4 The Group will review the nominated undertaker’s emerging designs for:

- The Great Haywood Viaduct;
- the Ingestre Green Overbridge;
- landscape earthworks; and
- Planting design (as required by paragraph 7.5.2 of the draft Planning Memorandum).

6.5 Notwithstanding any pre-submission discussions that will take place with relevant local planning authorities, prior to the completion of the detailed design for these works
the nominated undertaker will present emerging design outputs to the group in order to allow members reasonable opportunity to comment on the design. The Group will provide such comments within 28 days of receipt of the details in respect of such design. This period maybe extended by the nominated undertaker in the event of exceptional circumstances outside the Group's control. The nominated undertaker will have due regard as far as is reasonably practical to the comments of the Group in so far as they do not impact the timely economic and safe delivery and/or operation of the railway, and are relevant to the grounds on which the relevant planning authority would be entitled to refuse approval under Schedule 17 to the Bill.

7. Identify and propose new environmental enhancement measures

7.1 The Group shall identify and propose new environmental enhancement schemes and enhancement measures ('Additional Enhancement Measures') in the Group's area of remit but outside of Bill limits.

7.2 To accomplish this, the group will develop and co-ordinate recommendations to HS2 Ltd for appropriate Additional Enhancement Measures for the operation of the railway, subject to the accepted limitation that proposals 'do not unreasonably impact on the timely, economic and safe delivery and operation of the railway'.

7.3 In achieving this aim the Group will develop an 'HS2 Environmental Enhancement Plan for the Trent – Sow Parklands and Cannock Chase AONB' by December 2019, which will identify additional environmental enhancements within the Group's area of remit.

7.4 In all aspects of its work the Group will consider how best to respond to the social, economic and ecological aspects of the locality. It will seek to maximise environmental gain from major infrastructure to achieve a more distinctive and sensitive outcome for the Group's area of remit.

7.5 The members of the Group (other than the nominated undertaker) would be responsible for obtaining any relevant approvals, including landowner approvals. None of the proposals should prevent or hinder the timely delivery of the Proposed Scheme and should complement (not contradict) the design of the Proposed Scheme delivered under the Planning Regime set out under Schedule 17 to the Bill.

7.6 In developing proposals the Group will consider how best to respond to the statutory duty on relevant authorities to have regard to the 'purpose of conserving and enhancing the natural beauty of the area of outstanding natural beauty'\(^2\). This will be

1.  
2. \(^2\) As set out in Section 85 of the Countryside and Rights of Way Act 2000 (CRoW)
considered in the context of DEFRA guidance, which sets out that the statutory duties in relation to AONBs apply to ‘any decisions or activities’ concerning AONB land, ‘not just to those that relate to narrowly-defined environmental or countryside issues’\(^3\). The Group will have due regard to the Cannock Chase Management Plan 2014-19 and the AONB Partnership’s objectives\(^4\).

7.7 The Group will provide the HS2 Environmental Enhancement Plan to the Secretary of State who will consider the reasonableness of the additional measures and whether they align with the purpose and scope of the Group, and on that basis make a decision on funding them. Any funded additional measures would be delivered by the members of the Group, other than the nominated undertaker. In the event that the Secretary of State were to decide to refuse funding of the additional measures or any part of them, then

- a) the Secretary of State will not unreasonably refuse a request from the group to consider alternative measures; and
- b) will not unreasonably refuse a request for an extension of the period by which the HS2 Environmental Enhancement Plan must be developed in accordance with paragraph 7.3 above.

8. **Management of information and input from members**
8.1 The nominated undertaker will endeavour to make available all relevant project survey and technical information pertaining to the Group’s area of remit, where this would support the function and outputs of the Group. Any information provided to the Group should be provided by the nominated undertaker in a timely manner to allow its members to have sufficient time to consider it in advance of meeting. To be effective the Group will be kept informed as and when appropriate about other relevant HS2 fora and decision-making processes, including the HS2 Design Panel, the Ecology Technical Group, Growth Taskforce, Planning Forum, etc.

9. **Chair**
9.1 The Group will select a chair from within its membership.

10. **Decisions**
10.1 The Group Chair will aim to reach a consensus amongst members and will provide recommendations to the nominated undertaker. In the event that all members do not

1. 
3. Duties on relevant authorities to have regard to the purposes of National Parks, Areas of Outstanding Natural Beauty (AONBs) and the Norfolk and Suffolk Broads: Guidance Note (DEFRA, 2005)
reach consensus on any particular matter then this will be appropriately minuted. Comments received from DfT will also be minuted. It is recognised that the Group members will have their own decision making constraints and processes that have to be followed in accordance with their organisation's procedures. Nevertheless, each member should take reasonable steps to ensure any formal views are provided in a timely manner that does not adversely affect the delivery programme, and represent the settled views of the organisation they represent.

10.2 The nominated undertaker will have due regard as far as is reasonably practical to the outputs of the Group, and so far as it does not impact the timely economic and safe delivery and operation of the railway, and is relevant to the grounds on which the relevant planning authority would be entitled to refuse approval under Schedule 17 to the Bill.

11. Meetings
11.1 The expectation is that the Group will meet as appropriate to support the outputs outlined above. The timing of the meetings will reflect the design programme for HS2 and there may be times during which design work is not taking place and the Group will not meet. The frequency of meetings should be kept under review of the Group and will reflect the outputs of HS2's design process. The normal expectation would be that a meeting will be no longer than 3 hours duration.

12. Record Keeping
12.1 The nominated undertaker will, at its own cost, provide secretariat for the Group. In this capacity, the nominated undertaker will:

- Circulate draft meeting minutes for comment and any material discussed (including presentation slides and agreed changes to the forward agenda) at the previous meeting within two weeks of the date of the meeting;
- Circulate the draft agenda for the upcoming meetings two weeks prior to meeting for consideration by members of the Group;
- Circulate the final agenda and any, non-sensitive materials one week prior to the Group meeting;
- Ensure circulation to the agreed points of contact for each of the organisations invited to attend the Group, and;
- Publish unless otherwise agreed by the Group the final agreed minutes of meetings on the nominated undertaker’s website and keep organisations, who have so requested, updated on matters considered by the Group (please see Confidentiality section below); and set out agreed action points and progress.
13. Reimbursement of Costs
13.1 Reasonable professional and administrative costs of the Group will be met by the nominated undertaker. This will include the direct actual expenses incurred by members both for attending and for work outside of meetings to support professional input to the Group by its members.

13.2 Any reimbursement of costs to members of the Group will be administered by a separate agreement/memorandum of understanding with the nominated undertaker. Whilst this agreement will be subject to a separate discussion, the level of reimbursement will be limited to the actual costs incurred by any given member, so far as those costs are reasonable, appropriate and are required to support the function and outputs of the Group.

13.3 It is anticipated that no more than two staff members per organisation would need to attend meetings.

14. Confidentiality
14.1 Meetings of the Group are intended to be open and transparent. However, in some instances, to ensure that certain discussions can take place in a timely way and recognising the sensitive nature of some HS2 proposals it may be necessary to discuss and share information that is confidential in nature or has commercial implications. In the event that this situation arises, the nominated undertaker will firstly confirm that the intention is to discuss confidential matters. Recognising that most members of the Group are required to comply with obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, confidential information will only be discussed and shared with members of the Group that have entered into a separate confidentiality agreement with the nominated undertaker.
Dear Mr Lewis

14 May 2018

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE: PETITION P2A-000164 – THE NATIONAL TRUST

I am writing to you in my capacity as the Director of Hybrid Bill Delivery at HS2 Ltd, which is acting on behalf of the Promoter of the High Speed Rail (West Midlands-Crewe) Bill ("the Bill") currently before Parliament.

I am writing to you regarding The National Trust. The Promoter has considered the request made by your client in its petition against the Bill for the nominated undertaker to work with the Trent – Sow Parklands and Cannock Chase Area of Outstanding Natural Beauty (AONB) HS2 Group to design and implement works in the Great Haywood area authorised by the Bill. To this end I am writing to you, on behalf of the Secretary of State for Transport, to offer your client the following assurance which supersedes the assurance sent to you earlier today:

“In this assurance:

“the Bill” means the High Speed Rail (West Midlands – Crewe) Bill as deposited in the House of Commons on 17 July 2017; and

“the nominated undertaker” refers to the body or bodies appointed by the Secretary of State to carry out the powers conferred under the Bill to construct and maintain the scheme. The nominated undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of the Proposed Scheme.

1. In recognition of the special qualities of the Trent–Sow Parklands and Cannock Chase Area of Outstanding Natural Beauty (AONB), the Secretary of State will require the nominated undertaker to engage prior to the completion of the design phase and subject to the terms of the assurances below on a collaborative basis in relation to key principles for the design and appearance of HS2 works in the Trent–Sow Parklands area and Cannock Chase AONB with the following parties:

- Staffordshire County Council
- Stafford Borough Council
- Cannock Chase AONB Unit (or any successor body)
- Sandwell Metropolitan Borough Council
- Staffordshire Wildlife Trust
- Natural England
- Historic England
- The Canal & River Trust
- The Landmark Trust
- National Trust
2. To facilitate this collaborative engagement, the nominated undertaker will seek to form as soon as reasonably practicable after the date of this assurance a Trent–Sow Parklands and Cannock Chase AONB HS2 Group (the 'Group') involving the nominated undertaker and the parties listed above.

3. This assurance is subject to the parties listed above and the nominated undertaker agreeing to appropriate Terms of Reference in substantially the form provided to the National Trust on 14th May 2018.

4. The Secretary of State will consider the reasonableness of additional environmental enhancement measures proposed by the Group under the Terms of Reference that are within the Group's area of remit but outside of Bill limits, and the extent to which they align with the purpose and scope of the Group and, provided that such proposals do not unreasonably impact on the timely, economic and safe delivery and/or construction of the railway, the Secretary of State will require the nominated undertaker to fund reasonable measures that align with the purpose and scope of the Group up to a combined total value of £1.5 million.

5. The Secretary of State will require the nominated undertaker to fund the reasonable and properly incurred administrative costs of the Group, up to £150,000 in each year (following the date of the Group's first meeting) in which the Group continues to meet in accordance with the agreed Terms of Reference.

6. The nominated undertaker will be required to review the mitigation strategy at Great Haywood for the control of operation noise, in order to seek to reduce the operational impacts on heritage assets at Shugborough (namely the Chinese House, the Shepherd’s Monument, Shugborough Hall and the garden areas within which they are situated) and implement any such reasonable measures required for mitigating such effects so far as doing so can be done:

(a) within the existing powers of the Bill and without the need for any additional land from that identified on the deposited plans as within the limits of land to be acquired or used for the purposes of the Proposed Scheme; and
(b) without prejudicing the safe, timely and economic construction and/or operation of the Proposed Scheme."

If accepted, the assurance set out above will be included in the Register of Undertakings and Assurances, which is held by the Department for Transport. Drafts of the Register will be published regularly during the passage of the Bill and it will be finalised after Royal Assent. A nominated undertaker will be contractually obliged to comply with all relevant undertakings and assurances set out in the Register. Further information on how the Secretary of State will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Phase 2A Information Paper B5, Compliance with Undertakings and Assurances.

If you have any queries please don’t hesitate to contact Marianne Bowtell, Petition Manager, on 020 7944 6758 and Marianne.Bowtell@hs2.org.uk.

Yours sincerely

Oliver Bayne
Director, Hybrid Bill Delivery
High Speed Two (HS2) Limited

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2 A copy can be found at https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers