Conservation of Habitats and Species Regulations 2017 (as amended)

Wildlife and Countryside Act 1981 (as amended)

LICENCE - Mitigation

This licence authorises actions that would otherwise be offences under the above legislation

Wildlife Licensing Service
Natural England
Foss House, Kings Pool,
1-2 Peasholme Green, York
YO1 7PX

EPS.mitigation@naturalengland.org.uk

Any request for information in this licence will be considered under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 as appropriate.

Natural England Reference:	2026-92189-EPS-MIT
Date issued:	20/10/2026
Licence valid from:	20/10/2026
Licence expiry date (inclusive):	31/12/2032

Under the Conservation of Habitats and Species Regulations 2017 (as amended) and the Wildlife and Countryside Act 1981 (as amended) Natural England has granted this licence for the purpose of:

Imperative reasons of overriding public interest including those of a social or economic nature and beneficial consequences of primary importance for the environment, under regulation 55(2)(e) and section 16 (3)(j), relating to:

The proposals are for the establishment of 35 dwellings with associated engineering works.

To:

LICENSEE (full name):	BD Brook Hill 2 Ltd
Company name (if relevant):	
LICENSEE Address:	2a High Street, Ewell, Surrey, KT17 1SJ

This licence is granted subject to the Licensee, including servants and named agents, adhering to the conditions, notes and licence documents specified below. The following person is authorised to act on behalf of the Licensee:

NAMED ECOLOGIST (full name):	Alexia Tamblyn
Company name (if relevant):	
NAMED ECOLOGIST Address:	Thorncroft Manor, Thorncroft Drive, Leatherhead, Surrey, KT22 8JB

At (locations):

Site name:	Land at Brook Hill
Address:	Cowfold,
County:	West Sussex

Postcode:	RH13 8AH
OS Grid Reference:	TQ 21160 23017

For the following species, maximum numbers and licensable activities:

PLEASE NOTE		
The maximum number(s) stated in the table below refers to the maximum number of individuals of the stated species that can be captured or transported under the terms of the licence and the maximum number/s of resting places or breeding sites that can be damaged or destroyed under this licence (if applicable). Maximum numbers cannot be specified and do not apply to disturbance activities. The activities permitted below must be conducted by the methods as specified under the terms of this licence. The total number of Dormice stated in the table below includes individuals captured and/or transported under any previous version of this licence.		
Species (Scientific name)	**Activities**	**Maximum number of individuals**
Hazel dormouse (*Muscardinus avellanarius*)	Capture; Transport; Disturb; Destroy resting place; Damage resting place; Destroy breeding site; Damage breeding site;	1

Licence documents
The Licensee, Named Ecologist and all persons authorised in writing by the Licensee to use this licence must adhere to, and comply with, the specific details shown in any dated documents in the Table below.
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Reference	Document name	Date
Figure B2.1	Project wide Master Plan	N/A
Figure D	Impact Plan	22/072026
Figure E2	Capture and exclusion activities	22/07/2026
Figure E3	Habitat restoration, creation and enhancement measures	22/07/2026
Figure E4	Management, maintenance and monitoring	22/07/2026
Work Schedule	Work Schedule	11/09/2026
Master Plan	Master Plan Document	N/A
HMMP	Habitat Management and Maintenance Plan	N/A
Other	N/A	N/A

Anything done otherwise than in accordance with the terms and conditions of the licence may constitute an offence.

Signed on behalf of Natural England (the relevant licensing body):

Signature:	Mel Williams	**Date:**	20/10/2026

WARNING

- **This licence authorises acts that would otherwise be offences under the Conservation of Habitats and Species Regulations 2017 (as amended) and the Wildlife and Countryside Act 1981 (as amended). Any departure from the conditions relating to this licence may be an offence under that legislation;**
- **This licence conveys no authority for actions prohibited by any other legislation;**
- **This licence can be modified or revoked at any time by Natural England, but this will not be done unless there are good reasons for doing so. The licence is likely to be revoked immediately if it is discovered that false information had been provided which resulted in the issue of the licence.**
- **Bodies corporate and their directors/secretaries are liable for offences under the Conservation of Habitats and Species Regulations 2017 (as amended) and the Wildlife and Countryside Act 1981 (as amended).**

LICENCE CONDITIONS

1. The Licensee is responsible for ensuring that all terms and conditions of this licence are complied with.
2. The Licensee and Named Ecologist are responsible for all activities undertaken by Accredited Agents and Assistants (as described under 'Definitions' below) and of other persons they have appointed in relation to activities permitted by this licence.
3. The Licensee shall ensure that at least one copy of this licence is retained on each site until at least the expiry date of this licence. A copy of this licence shall be made available for inspection on each site and shall produce it on demand to any police officer or officer of Natural England.
4. No person shall carry out any activity permitted by this licence unless so authorised in writing by the Licensee. Each person shall produce a copy of their written authorisation from the Licensee on demand to any police officer or officer of Natural England.
5. Prior consent must be obtained from all relevant landowners and/ or occupiers before commencing any activities that are permitted by this licence. The role of the Licensee, Named Ecologist and any other persons so authorised under this licence does not itself confer any right of entry upon private land.
6. The Licensee shall permit, or shall ensure that measures are in place to permit until at least the expiry date of this licence, any officer of Natural England (accompanied by such persons as they consider necessary on production of their identification and stating the purpose of their presence, on demand) reasonable access to the site. The Licensee shall give all reasonable assistance to an officer of Natural England and to any accompanying persons.
7. All activities authorised by this licence must be undertaken in accordance with the requirements of any relevant animal welfare legislation, and all equipment used in relation to this licence must avoid cruelty, unnecessary injury or distress to any species covered by the relevant legislation.
8. Persons acting under this licence must abide by the most up to date iterations of the relevant species guidance, except for where licence conditions within this licence allow deviations. In this context the relevant species guidance includes (see 'Licence Note' d):
    a. *"Hazel Dormouse Mitigation Handbook".*
    b. *"Hazel Dormouse Conservation Handbook".*

Methodology

9. The Named Ecologist or Accredited Agent must ensure that all those involved with the licensable works understand by way of a 'tool box talk' that dormouse are present; the legislation relating to dormice; measures that will be used to protect them; good working practices; licensable activities and what to do should dormice be found. This information must be provided before any licensable works commence on site. A written record that this has been undertaken, and the detail it covered, must be kept by the Named Ecologist or Accredited Agent and made available to Natural England or any police officer on request.

10. The Licensee, including the Named Ecologist, Accredited Agents and Assistants, must adhere to the activities and timescales agreed in the licensed Work Schedule*.

    *Carrying out licensable activities outside the periods specified within the licensed Work Schedule E5a is permitted provided that **all** of the following requirements are met:

    a. Licensable activities set out in the Work Schedule are carried out in the same chronological order and, except as permitted in (c) below, in the same **dormouse season (see Definitions)**; and

    b. The same clearance methodology as specified in the licence must be used, unless approval has been given in writing from Natural England; and

    c. Habitat restoration, enhancement and creation must be carried out within the same dormouse season or same calendar year as specified in the licence and Work Schedule; and

    d. There is no additional impact on any known or potential breeding sites or resting places (including hibernation sites) as a result of timing changes.

    Post development works must be carried out in accordance with section E5b of the licensed Work Schedule. Should timings change such that one or more of the requirements will not be met, a modification request form must be submitted alongside a revised Work Schedule to enable Natural England to reassess the FCS test. This must be done as soon as it becomes clear that the work schedule is no longer deliverable. All other requirements in the licence must be complied with.

11. Disturbance of dormice and damage and / or destruction of their habitats will be limited to that shown in Figure D. Methods licensed are listed below and must be undertaken in accordance with Figure E2 and timings as per the Work Schedule:

Licensed method	**Habitat details**
Single stage habitat removal in the **active season** (with finger-tip search)	**0.188ha scrub + 24m hedgerow**
Single stage habitat removal in the **hibernation season** (with finger-tip search)	**N/A**
Two-stage habitat removal comprising stage 1 (reduce vegetation to 15-30cm) and stage 2 (removal of root balls)	**N/A**
Other, as specified:	**N/A**

12. Hand searches must be conducted prior to habitat clearance, unless approval has been given in writing from Natural England, or as specified: **"-"**

13. Vegetation clearance of above ground dormouse habitat must be carried out using manual or powered handheld tools only, unless approval has been given in writing from Natural England, or as specified: **"-"**

14. Single stage active season clearance must be carried out in a staged manner with up to 150m in any one direction cleared each day towards retained habitat, or as specified: **"-"**

15. Where capture and / or handling of dormice (including release) are necessary, only the Named Ecologist, Accredited Agent or an Assistant directly supervised by the Named Ecologist or an Accredited Agent may do so.

16. Provision must be made for prompt assistance to deal with any injured dormouse. Any injured or dead dormice must be reported to Natural England on the licence return report.

17. Where active dormice are discovered during works and it is possible to allow them to move independently to safe habitats, outside high-risk work areas, this should be the first course of action.

18. Where it is not possible to follow Condition 17 and dormice are discovered and taken under this licence then the following protocols must be carried out:

- during the active season: dormice must be relocated with the existing nest to a specifically erected dormice nest box in suitable habitat within 150m of the 'capture' location.

- during hibernation: dormice must be relocated in the existing hibernation nest, with surrounding damp material, to a location within 150m of this site similar in condition and aspect to the existing hibernation nest location. It must then be covered by suitable material for protection.

19. During the hibernation period for works involving standard two-stage methodology, finger-tip searches of haul routes or other areas of high-risk to dormice must be carried out and dormice relocated to safety as outlined in Condition 18. Dormice found outside high-risk areas during these searches must remain in situ. In the unlikely event of the animal rousing from hibernation it must be taken into captivity until it can be released within 150m of its capture site when weather conditions become suitable.

20. Where a breeding nest is discovered works must stop and provision made for the nest to remain in situ, with a buffer of at least 20m in which no clearance must take place. The nest must be left undisturbed and connected to contiguous habitat, until the young have been weaned and allowed to disperse naturally. Only following dispersal of all young from the nest shall licensable works in this location re-commence. Unless exceptional approval has been given in writing by Natural England.

Mitigation and Compensation

21. Habitat enhancement and compensation measures must be provided in accordance with the licensed Figure E3 and as specified in the table below:

65m new hedgerow plating **0.524ha new scrub planting** **Installation of 1 Dormouse box**

Post-development habitat management and maintenance

22. All site maintenance and habitat management must be undertaken in accordance with Figure E4 (and any further details specified below), the Work Schedule and the licenced Habitat Management and Maintenance Plan (if referenced above). Remedial action must be undertaken where necessary. Actions must be undertaken in accordance with the timings in the Work Schedule or timed as described in condition 10.

Habitat management or site maintenance measure	**Details**
Hedge management	One side of mature hedge cut back on road side once every two years, top of hedge cut down to 3m once every four years and site facing side of hedgrow cut back once evey four years. This will be done in rotation over a four year period
Scrub management	Once mature, new scrub trimmed back only once every three years
Check success of establishment of new planting and	Yearly for first five years following planting

take remedial action if required	
Clear material in nest boxes annually to maintain condition	Annually in December for first five years

23. Any dormouse bridges or other linking structures required as part of this licence must be created as per design shown in Figure E3, location as per Figure E4.

Post-development monitoring and reporting

24. Monitoring must be undertaken as specified in the years outlined in the Work Schedule and monitoring will include:

An assessment of dormouse habitat and /or mitigation structures must also be made at this time. Should survey and habitat assessment indicate mitigation / compensation provided is failing measures must be taken to remedy this as soon as practically possible. Details of such actions must be included within the licence return report.

25. Any dormouse bridges or other linking structures, as shown on Figure E4, must be maintained and monitored as specified:

26. If this licence is part of a phased or multi-plot development, the licensed Master Plan must be re-submitted, and updated if necessary, with any modifications to this licence and any future licence applications for this phased or multi-plot development.

Dormouse EPS Licence Reference Numbers associated with the licensed Master Plan:

27. The Licensee must submit a written report of actions taken under this licence, even if no action is taken, and send it to Natural England at the address shown at the top of the report form, to arrive no later than 14 days (two weeks) after the expiry of the licence. The following interim licence report/s is/are also required:

28. All records are to be made available to Natural England for inspection at any reasonable time.

29. Where an organisation is the Licensee, Natural England must be notified if the named contact for the licence changes. This notification must be submitted to Natural England in writing and must include the following details for the new named contact: full name and title, job title, email address and postal address. All reasonable efforts must be made to ensure Natural England are notified of this change prior to the named contact leaving this role, and notification must be submitted to arrive no later than 14 days (two calendar weeks) after the previous named contact has left the role.

NOTES

a) The following mitigation or compensation is being provided as part of a planning permission or other consent but is not required by Natural England to be provided as part of this licence: It is the Licensee's responsibility to ensure that they comply with planning permissions and other consents as necessary.

b) Under Regulation 60 of the Conservation of Habitats and Species Regulations 2017 (as amended), it is an offence to contravene or fail to comply with a licence condition. This includes all persons authorised to act under this licence. Failure to comply with a condition of a licence issued under The Wildlife & Countryside Act 1981 (as amended) could result in offences being committed.

c) Under Regulation 59 of the Conservation of Habitats and Species Regulations 2017 (as amended), it is an offence to make, or to recklessly make a false statement, representation or supply information for the purposes of obtaining a licence.

d) The Hazel Dormouse Mitigation Handbook (Wells, D., Chanin, P. & Gubert, L. (2025)) is available here. The Hazel Dormouse Conservation Handbook (Bullion, S., Wolton, R. & White, I. (2025)) is available here. You are expected to check whether these guidance documents have been updated and if so, to ensure that you act in accordance with the most up to date version.

e) Post-development monitoring report form can be used for reporting purposes and sent to the above address at each report interval.

f) Please read the details of your licence carefully to ensure that you comply with it paying particular attention to the number and species licensed as this may differ to what was requested in your application.

g) To avoid disease transmission between people and wild mammals you should: only capture or handle live wild mammals if necessary, minimise the time spent in close proximity and handling mammals and limit the number of people that come into close proximity or handle mammals.

h) Persons acting under this licence should follow good hygiene practices, including wearing of disposable gloves, or clean and disinfected non-disposable gloves; wearing a face covering when handling and in close proximity to any mammal, and washing hands before and after close proximity or handling of any mammal. Face coverings, non-disposable gloves and overalls or other clothing should be washed / disinfected between uses when handling mammals.

i) If there is another wave of COVID-19 or other epidemic or pandemic of a similar transmittable disease, then you should not carry out activities under this licence if you feel unwell or test positive.

j) Any products used to clean and disinfect equipment should be safe for use where there could be contact with animals and used at an effective and safe dilution rate. 'Safe4' is considered to be an appropriate disinfectant for this purpose and is considered effective against the virus at a dilution of 1:50. Other products can be used to clean and disinfect equipment.

k) How we use your personal information is set out in the Wildlife Licensing privacy notice which can be found here https://www.gov.uk/government/publications/natural-england-privacy-notices

l) Where the Licensee is an organisation and the named contact for the licence changes or their contact details change, this does not require a formal modification request to be submitted to Natural England. Notification of this change and the details of the new named contact (refer to licence condition 29) or the relevant updated details for the existing named contact should be submitted to Natural England in writing either by email to EPS.Mitigation@naturalengland.org.uk or via post to the address shown at the top of the report form.

DEFINITIONS

The "**Licensee**" named on the licence is responsible for ensuring that all activities carried out on site in relation to the licence comply with the terms and conditions of the licence. All persons authorised to act under the licence must comply with the licence and its conditions (see 'Offence of breaching licence condition' in Regulation 60 of the Conservation of Habitats and Species Regulations 2017). This means that those persons authorised by the Licensee also have a responsibility for ensuring that the licence is understood and complied with.

The "**Named Ecologist**" is a professional ecological consultant who has satisfied Natural England that they have the relevant skills, knowledge and experience of the species concerned and is responsible for undertaking and/or overseeing the work undertaken in respect of the licensed species. The 'Named Ecologist' has a responsibility for ensuring that the licence is complied with. They are responsible for advising the Licensee on the suitability and competence of any Accredited Agents or Assistants employed on site to undertake the required duties and may include the direct supervision of Assistants where appropriate.

An "**Accredited Agent**" is a suitably trained and experienced person who is able to carry out work under a licence without the personal supervision of the Named Ecologist. Any Accredited Agent must be appointed by the Licensee and be in possession of a letter signed by the Licensee confirming their appointment. Agents shall carry a copy of the said letter when acting under the licence and shall produce it to any police or Natural England officer on request.

An **"Assistant**" is a person assisting a Named Ecologist or Accredited Agent. Assistants are only authorised to act under this licence whilst they are under the direct supervision of either the Named Ecologist or an Accredited Agent.

For the purpose of this licence, the term '**dormouse season**' refers to whether dormice are active or in hibernation: the 'dormouse active season' covers the months when dormice are typically active and the 'dormouse hibernation season' covers the months when dormice are typically in hibernation. One active season and one hibernation season occurs within a 12-month period. For the avoidance of doubt, 'the same dormouse season' does not include a season in a subsequent 12-month period. The Hazel Dormouse Conservation Handbook here provides guidance on this in addition to The Hazel Dormouse Mitigation Handbook.