



**Cyfoeth  
Naturiol  
Cymru  
Natural  
Resources  
Wales**



Licence No: **S093516/1**

Valid From: **7<sup>th</sup> February 2024**

Expiry: **30<sup>th</sup> September 2024**

#### **WILDLIFE AND COUNTRYSIDE ACT 1981 (AS AMENDED)**

#### **Licence to take, disturb and photograph wild birds included on Schedule 1 of the Wildlife and Countryside Act 1981 (as amended)**

This licence, granted under Section 16(1) (a), (c) and (h) of the Wildlife and Countryside Act 1981 (amended by the Environmental Protection Act 1990) by the Natural Resource Body for Wales otherwise known as Natural Resources Wales, hereby authorises the person named above, hereinafter referred to as the "Lead Licensee" and their Licensed Accredited Agents .

and Licensed Assistants (together known as "the Licensees") to:

1. **damage a nest** for the purposes of strengthening, cleaning and reconstruction;
2. **disturb** a wild bird listed on Schedule 1 of the above Act whilst it is building a nest or is in, on or near a nest containing eggs or young;
3. **disturb** dependent young of such a bird;
4. **disturb** whilst installing and maintaining camera equipment;

**Osprey** (*Pandion haliaetus*) at: **Osprey nest at Gilestone Farm, Llansantffraed, Talybont-on-Usk, Pennorth, Powys.** Grid reference: **SO 11077 24234.**

whilst undertaking nest monitoring and nest maintenance.

This licence is valid for the period **as stated above** and is granted subject to compliance with the conditions as specified. Anything done otherwise than in accordance with the terms of the licence may constitute an offence.

***When undertaking any activity under this licence the most up to date guidance provided by the Welsh Government in relation to Covid-19 must be adhered to.***

Signed for and on behalf of  
**Natural Resources Wales**

Ffôn/Tel: 0300 065 3000

Ebost/Email: [trwyddedrhwyogaeth@cyfoethnaturiolcymru.gov.uk](mailto:trwyddedrhwyogaeth@cyfoethnaturiolcymru.gov.uk) or [specieslicence@naturalresourceswales.gov.uk](mailto:specieslicence@naturalresourceswales.gov.uk)  
[www.cyfoethnaturiolcymru.gov.uk](http://www.cyfoethnaturiolcymru.gov.uk) [www.naturalresourceswales.gov.uk](http://www.naturalresourceswales.gov.uk)

Cyfoeth Naturiol Cymru / Natural Resources Wales, Maes y Ffynnon, Penrhosgarnedd, Bangor, Gwynedd, LL57 2DW

Croesewir gohebiaeth yn y Gymraeg a'r Saesneg

Correspondence welcomed in Welsh and English

## CONDITIONS

1. Any person intending to use this licence must ensure they have read and understood its terms and conditions prior to carrying out licensed action.
11. Within four weeks after the expiry of this licence, the Lead Licensee shall submit to NRW details of the activities and operations undertaken by virtue of this licence on the official report form.
101. No climbing of trees with ropes can be undertaken on Natural Resources Wales land unless it is done so by two qualified and insured climbers. Evidence of suitable qualifications and valid insurance must be presented to the relevant Forest District Officers prior to commencing any work under this licence. Failure to do so **will invalidate your licence and may result in offences being committed**. NRW will not accept responsibility for failure by Licensees to fulfil this obligation and will consider immediate revocation of licences if evidence of non-compliance is received.
200. Any person engaged in action under this licence must carry a copy of the licence and must produce it on request to the Police or an employee of NRW or other person authorised in writing by NRW.
202. The activities hereby licensed are restricted to the Licensees as specified on this licence.
204. Any Licensed Assistants, whether employed to operate machinery or give advice, shall remain under the personal supervision of the Lead Licensee or any Licensed Accredited Agent at all times.
206. The Lead Licensee must keep a log of the names and addresses of any other licensees not named on this licence and must produce this to the Police or to NRW upon request. Within four weeks after the expiry of this licence the Lead Licensee shall submit the log of licensees not named on this licence to NRW's Species Permitting Team on [specieslicence@naturalresourceswales.gov.uk](mailto:specieslicence@naturalresourceswales.gov.uk).
207. Any disturbance to animals shall be kept to the absolute minimum required, so animals are not prevented from normal feeding or rest, nor disturbed during breeding or hibernation; unless permission has been granted by NRW to do otherwise. All reasonable steps must be taken to prevent accidental injury to any protected species. Equipment must be of a kind and used in a way which will avoid distress or injury.
208. Unless specified otherwise this licence does not authorise the intentional killing, taking or injuring of any protected species.
209. Any person undertaking licensed action who is not the owner or occupier of the land on which the action is taken must have the authorisation of the owner or occupier to enter that land to carry out the licensed action.
210. If any European protected species (EPS) are incidentally captured or killed as a result of exercising this licence then NRW must be advised of that fact as soon as practicable. NRW can be contacted on [specieslicence@naturalresourceswales.gov.uk](mailto:specieslicence@naturalresourceswales.gov.uk).
211. The Lead Licensee must advise NRW if there are any changes in circumstances where such changes could invalidate this licence.
218. No person convicted of an offence to which this condition applies may use this licence unless, in respect of that offence, either (1) they were dismissed with an admonition, or (2) they are a rehabilitated person for the purposes of the Rehabilitation of Offenders Act 1974 and their conviction is treated as spent. A person may also use this licence where, in respect of such an offence, a court has made an order discharging them absolutely. This condition applies to offences under the Wildlife and Countryside Act 1981, the Deer Act 1991, the Wild Mammals (Protection) Act 1996, the Hunting Act 2004, the Conservation of Habitats and Species Regulations 2017, the Protection of Badgers Act 1992 and the Animal Welfare Act 2006 (all as amended).

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#### NOTES

- N1 Failure to act within the terms of this licence or failure to comply with any of the licence conditions may mean that the licence cannot be relied upon and an offence may be committed. The maximum **penalty in the Magistrates' Court for an offence under the Act** is an unlimited fine or a six month custodial sentence or both.
- N2. The actions authorised by this licence may be carried out within a Site of Special Scientific Interest (SSSI) without the owner/occupier of the land in question needing to obtain consent under section 28E of the Wildlife and Countryside Act 1981, as substituted. However consent under section 28E of that Act may be required for any actions which are carried out in association with the exercise of this licence but not expressly authorised by it, for example the use of a vehicle in an SSSI. Any person using this licence in an SSSI is responsible for obtaining the necessary consent for any such associated actions. Failure to do so may invalidate the licence and may result in offences being committed..
- N3. This licence may be modified or revoked at any time by NRW.
- N4. Nothing in this licence confers any exemption from any legal provision contained in any Act, other than the Act(s) under which this licence is issued.
- N5. The Lead Licensee may be accompanied by the owner or occupier of the land on which this licence is exercised. In such circumstances, it will be the responsibility of the Lead Licensee to ensure that no additional disturbance is caused.
- N6. We may keep, copy, use, release or publish any information associated with the exercise of this licence, subject to any requirements relating to personal information which are contained in the General Data Protection Regulations, and subject to any requirements relating to sensitive environmental information which are contained in the Environmental Information Regulations.
- N7. As Lead Licensee you agree to complete a licence report with details of required biodiversity records collected in association with this licence. We have your permission to store, copy, use, and release or publish any biodiversity records associated with the issue of this licence. Where our policy on public access to data states that the information is sensitive, publication and access will be restricted in accordance with both the Environmental Information Regulations (2004) and our guidance on access to data on sensitive biodiversity features. We may share the biodiversity records supplied with conservation organisations selected by us. Where our policy on public access to data states that the information is sensitive any such release will be under restrictive licence conditions in accordance with our guidance on access to data on sensitive biodiversity features. Please note that an inadequate return will prejudice future licence applications.
- N8. Biodiversity records associated with the issue of this licence must be as reliable and accurate possible and collected with all necessary permissions.
- N9. We acknowledge that biological records collected in relation to this licence, unless collected under a contract (with alternate provisions relating to Intellectual Property Rights) for us or a Third Party, remain the intellectual property of the licence holder. In all cases we will seek to acknowledge intellectual property and not use any biological records collected under licence beyond the purposes stated above.
- N10. Any work undertaken must take account of biosecurity risks and measures must be put in place to ensure that you don't introduce or spread invasive non-native species (INNS), pests or disease.

This biosecurity risk assessment should help you to understand and mitigate the risks on your site, and those posed by your activities.

Information, data and free e-learning on non-native species and biosecurity, including for people working in the environment, can be found on the GB Non-Native Species Secretariat website.

You can access information about the location of invasive non-native species (INNS) by using the NBN Atlas Wales INNS Portal (a guide on how to use the portal is available).

Data on plant and tree specific pests and diseases and biosecurity is available on NRW website, the Defra website or at Forest Research. Free e-learning is available from the Forestry Commission.

Ensure you follow the Check Clean Dry or Keep it Clean principles.

You must ensure that all equipment (vehicles, tools, boots etc) that come to site, arrive clean, and are cleaned again before leaving site – this applies to all sites, not just those where an invasive non-native species (INNS), pest or disease has been previously identified. High risk sites should be surveyed / visited last during any programme of work.

**Check** your equipment, clothing and boots and remove any plant or animal 'hitchhikers'.

**Clean** equipment, clothing and boots thoroughly, remove all mud, leaves and plant debris. If it is not possible to clean on site, securely bag items and clean at a suitable location where risk of transfer of diseases is minimised. Wash vehicle tyres and wheel arches if muddy and park on hard standing if possible.

**Dry** thoroughly any equipment or PPE that has been in freshwater or the marine environment; some INNS can live on damp items for weeks.

You will also need to use disinfectant if you are:

- accessing farmland with stock
- coming into contact with known pathogens
- moving between medium / high risk sites in the same day
- unable to **effectively** dry (>48hrs) equipment that has been in contact with pathogens
- working during a notifiable disease outbreak situation as notified by Welsh Government.

Information on disease control and disinfectants can be found on the following websites: for tree disease; for amphibians; for agricultural; and for fisheries.

If you need any further help, please feel free to contact our INNS and Biosecurity team or our Tree Health team.

- N16. Licensees are expected to exercise the utmost care to avoid disturbance to wild birds, and in particular to avoid any action which might endanger breeding success. Failure to do so may result in revocation of the licence.
- N17. NRW recommends that all Schedule 1 licensees submit their records to the BTO Nest Records Scheme, to ensure that their data contributes to the conservation of these species. Please see following link <http://www.bto.org/volunteer-surveys/nrs>  
*Licensees should let us know in writing that they have submitted their records in this way, and include their NRS Observer Code to enable cross-checking of records.*
- N20. A licence to photograph (including filming) birds at the nest is not required if the photography is an incidental part of the nest recording/nest monitoring works, provided that the photography causes no additional disturbance to that caused by the activities listed on this licence.
- N21. If any birds taken under this licence have leg rings, we request that details are recorded and submitted online at [www.ring.ac](http://www.ring.ac) or sent to the BTO at The Ringing Unit, BTO, The Nunnery,

Thetford, Norfolk IP24 2PU. Please include details of the bird species and where it was trapped and released. Do not remove rings from live birds.

### Definitions

**'NRW'** is an abbreviation of the Natural Resources Body for Wales otherwise known as Natural Resources Wales

**'EPS'** is an abbreviation of European protected species

**'Licence application'** refers to the application form, method statement and any other supporting documents (where applicable).

**"Lead Licensee"** this is usually the owner or occupier of the property / land or an individual that requires licensable activities to be undertaken.

**"Licensed Accredited Agent"** means any other person authorised by the Lead Licensee. This person must be suitably qualified, experienced and is able to carry out ecological works under a licence without the personal supervision of the Lead Licensee being present to undertake licensable activities under this licence.

**"Licensed Assistant"** means a person undertaking licensable activities working under the direct personal supervision of any named Licensee at all times.



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Species	Locality
Osprey (Pandion haliaetus)	Osprey nest at Gilestone Farm, Llansantffraed, Talybont-on-Usk, Pennorth, Powys. Grid reference: SO 11077 24234.

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Species	Locality
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209. Any person undertaking licensed action who is not the owner or occupier of the land on which the action is taken must have the authorisation of the owner or occupier to enter that land to carry out the licensed action.
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211. The Lead Licensee must advise NRW if there are any changes in circumstances where such changes could invalidate this licence.
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219. This licence is issued for the purposes of **voluntary, conservation, science and/or research work only**. This licence **does not** provide you with any authorisation for **commercial activities** such as commercial photography or surveys to inform development projects

#### NOTES

- N1 Failure to act within the terms of this licence or failure to comply with any of the licence conditions may mean that the licence cannot be relied upon and an offence may be committed. The maximum **penalty in the Magistrates' Court for an offence under the Act is an unlimited fine or a six month custodial sentence or both.**
- N2. The actions authorised by this licence may be carried out within a Site of Special Scientific Interest (SSSI) without the owner/occupier of the land in question needing to obtain consent under section 28E of the Wildlife and Countryside Act 1981, as substituted. However consent under section 28E of that Act may be required for any actions which are carried out in association with the exercise of this licence but not expressly authorised by it, for example the use of a vehicle in an SSSI. Any person using this licence in an SSSI is responsible for obtaining the necessary consent for any such associated actions. Failure to do so may invalidate the licence and may result in offences being committed..
- N3. This licence may be modified or revoked at any time by NRW.
- N4. Nothing in this licence confers any exemption from any legal provision contained in any Act, other than the Act(s) under which this licence is issued.
- N5. The Lead Licensee may be accompanied by the owner or occupier of the land on which this licence is exercised. In such circumstances, it will be the responsibility of the Lead Licensee to ensure that no additional disturbance is caused.
- N6. We may keep, copy, use, release or publish any information associated with the exercise of this licence, subject to any requirements relating to personal information which are contained in the General Data Protection Regulations, and subject to any requirements relating to sensitive environmental information which are contained in the Environmental Information Regulations.
- N7. As Lead Licensee you agree to complete a licence report with details of required biodiversity records collected in association with this licence. We have your permission to store, copy, use, and release or publish any biodiversity records associated with the issue of this licence. Where our policy on public access to data states that the information is sensitive, publication and access will be restricted in accordance with both the Environmental Information Regulations (2004) and our guidance on access to data on sensitive biodiversity features. We may share the biodiversity records supplied with conservation organisations selected by us. Where our policy on public access to data states that the information is sensitive any such release will be under restrictive licence conditions in accordance with our guidance on access to data on sensitive biodiversity features. Please note that an inadequate return will prejudice future licence applications.
- N8. Biodiversity records associated with the issue of this licence must be as reliable and accurate possible and collected with all necessary permissions.
- N9. We acknowledge that biological records collected in relation to this licence, unless collected under a contract (with alternate provisions relating to Intellectual Property Rights) for us or a Third Party, remain the intellectual property of the licence holder. In all cases we will seek to acknowledge intellectual property and not use any biological records collected under licence beyond the purposes stated above.
- N10. Any work undertaken must take account of biosecurity risks and measures must be put in place to **ensure that you don't introduce or spread invasive non-native species (INNS), pests or disease.**

This biosecurity risk assessment should help you to understand and mitigate the risks on your site, and those posed by your activities.

Information, data and free e-learning on non-native species and biosecurity, including for people working in the environment, can be found on the GB Non-Native Species Secretariat website.

You can access information about the location of invasive non-native species (INNS) by using the NBN Atlas Wales INNS Portal (a guide on how to use the portal is available).

Data on plant and tree specific pests and diseases and biosecurity is available on NRW website, the Defra website or at Forest Research. Free e-learning is available from the Forestry Commission.

Ensure you follow the Check Clean Dry or Keep it Clean principles.

You must ensure that all equipment (vehicles, tools, boots etc) that come to site, arrive clean, and are cleaned again before leaving site – this applies to all sites, not just those where an invasive non-native species (INNS), pest or disease has been previously identified. High risk sites should be surveyed / visited last during any programme of work.

**Check** your equipment, clothing and boots and remove any plant or animal 'hitchhikers'.

**Clean** equipment, clothing and boots thoroughly, remove all mud, leaves and plant debris. If it is not possible to clean on site, securely bag items and clean at a suitable location where risk of transfer of diseases is minimised. Wash vehicle tyres and wheel arches if muddy and park on hard standing if possible.

**Dry** thoroughly any equipment or PPE that has been in freshwater or the marine environment; some INNS can live on damp items for weeks.

You will also need to use disinfectant if you are:

- accessing farmland with stock
- coming into contact with known pathogens
- moving between medium / high risk sites in the same day
- unable to **effectively** dry (>48hrs) equipment that has been in contact with pathogens
- working during a notifiable disease outbreak situation as notified by Welsh Government.

Information on disease control and disinfectants can be found on the following websites: for tree disease; for amphibians; for agricultural; and for fisheries.

If you need any further help, please feel free to contact our INNS and Biosecurity team or our Tree Health team.

- N16. Licensees are expected to exercise the utmost care to avoid disturbance to wild birds, and in particular to avoid any action which might endanger breeding success. Failure to do so may result in revocation of the licence.
- N17. NRW recommends that all Schedule 1 licensees submit their records to the BTO Nest Records Scheme, to ensure that their data contributes to the conservation of these species. Please see following link <http://www.bto.org/volunteer-surveys/nrs>  
*Licensees should let us know in writing that they have submitted their records in this way, and include their NRS Observer Code to enable cross-checking of records.*
- N20. A licence to photograph (including filming) birds at the nest is not required if the photography is an incidental part of the nest recording/nest monitoring works, provided that the photography causes no additional disturbance to that caused by the activities listed on this licence.
- N21. If any birds taken under this licence have leg rings, we request that details are recorded and submitted online at [www.ring.ac](http://www.ring.ac) or sent to the BTO at The Ringing Unit, BTO, The Nunnery,

Thetford, Norfolk IP24 2PU. Please include details of the bird species and where it was trapped and released. Do not remove rings from live birds.

### Definitions

**'NRW'** is an abbreviation of the Natural Resources Body for Wales otherwise known as Natural Resources Wales

**'EPS'** is an abbreviation of European protected species

**'Licence application'** refers to the application form, method statement and any other supporting documents (where applicable).

**"Lead Licensee"** this is usually the owner or occupier of the property / land or an individual that requires licensable activities to be undertaken.

**"Licensed Accredited Agent"** means any other person authorised by the Lead Licensee. This person must be suitably qualified, experienced and is able to carry out ecological works under a licence without the personal supervision of the Lead Licensee being present to undertake licensable activities under this licence.

**"Licensed Assistant"** means a person undertaking licensable activities working under the direct personal supervision of any named Licensee at all times.



Licence No:

Valid From:

Expiry:

**WILDLIFE AND COUNTRYSIDE ACT 1981 (AS AMENDED)**

**Licence to disturb wild birds included on Schedule 1 of the Wildlife and Countryside Act 1981 (as amended)**

This licence, granted under Section 16(1) (a) and (c) of the Wildlife and Countryside Act 1981 (as amended) by the Natural Resource Body for Wales otherwise known as Natural Resources Wales, hereby authorises the person named above, being a **member of the Bird Ringing Scheme of the British Trust of Ornithology** hereinafter referred to as the "Lead Licensee" and their Licensed Accredited Agents ,  
 up to two Licensed Assistants (together known as "the Licensees") to:

1. **disturb** a wild bird listed on Schedule 1 of the above Act while it is building a nest or is in, on or near a nest containing eggs or young;
2. **disturb** dependent young of such a bird;
3. **temporarily take, possess or control** any live wild bird or any part of, or anything derived from such a bird;
4. **temporarily take, possess or control** an egg of a wild bird or any part of such an egg;
5. **take, possess and control** added or deserted/unhatched eggs and send to CEH Predatory Bird Monitoring Scheme for subsequent chemical analysis;

at the following localities;

Species	Area	County
Barn Owl ( <i>Tyto alba</i> )	All regions	Monmouthshire, Blaenau Gwent, Monmouthshire, Newport and Torfaen
	SO12	Powys
Goshawk ( <i>Accipiter gentilis</i> )	All regions	Monmouthshire, Newport and Torfaen
Peregrine ( <i>Falco peregrinus</i> )	All regions	Monmouthshire, Blaenau Gwent , Newport, Caerphilly, Powys and Cardiff
	SO20 and ST29	Torfaen
	All Cardiff	Glamorgan

Ffôn/Tel: 0300 065 3000

Ebost/Email: [trwyddedrhwyogaeth@cyfoethnaturiolcymru.gov.uk](mailto:trwyddedrhwyogaeth@cyfoethnaturiolcymru.gov.uk) or [specieslicence@naturalresourceswales.gov.uk](mailto:specieslicence@naturalresourceswales.gov.uk)  
[www.cyfoethnaturiolcymru.gov.uk](http://www.cyfoethnaturiolcymru.gov.uk) [www.naturalresourceswales.gov.uk](http://www.naturalresourceswales.gov.uk)

Cyfoeth Naturiol Cymru / Natural Resources Wales, Maes y Ffynnon, Penrhosgarnedd, Bangor, Gwynedd, LL57 2DW

Croesewir gohebiaeth yn y Gymraeg a'r Saesneg Correspondence welcomed in Welsh and English

<b>Species</b>	<b>Area</b>	<b>County</b>
<b>Osprey</b> (Pandion haliaetus) <b>Bearded tit</b> (Panurus biarmicus) <b>Cetti's Warbler</b> (Cettia cetti)	SO12	Powys
<b>Red-backed Shrike</b> (Lanius Collurio)	All areas	Powys and Monmouthshire
<b>Woodlark</b> (Lullula arborea) <b>Crossbill</b> (Loxia curvirostra)	All areas	Monmouthshire
<b>Red Kite</b> (Milvus milvus)	All regions	Powys and Monmouthshire
<b>Merlin</b> (Falco columbarius)	All regions	Powys, Monmouthshire and Blaenau Gwent
<b>Hobby</b> (Falco Subbuteo)	All regions	Monmouthshire,
	SO12	Powys
<b>Little Ringed Plover</b> (Charadrius dubius)	All regions	Monmouthshire
	SO12	Powys

whilst undertaking ringing and nest monitoring under the BTO's Nest Record Scheme.

This licence is valid for the period **as stated above** and is granted subject to compliance with the conditions as specified. Anything done otherwise than in accordance with the terms of the licence may constitute an offence.

***When undertaking any activity under this licence the most up to date guidance provided by the Welsh Government in relation to Covid-19 must be adhered to.***

Signed for and on behalf of  
**Natural Resources Wales**

## CONDITIONS

1. Any person intending to use this licence must ensure they have read and understood its terms and conditions prior to carrying out licensed action.
11. Within four weeks after the expiry of this licence, the Lead Licensee shall submit to NRW details of the activities and operations undertaken by virtue of this licence on the official report form, or submit the records to the BTO Nest Records Scheme, *and inform NRW of their NRS Observer Code to show that this has been done*. The BTO link for data submission is <http://www.bto.org/volunteer-surveys/ringing/ipmr>
100. If licensed to do so, any bird or egg temporarily taken, possessed or controlled under this licence shall be returned to its place of origin as soon as its retention is no longer needed for the purposes of this licence. No bird or egg shall be handled for any longer than is totally necessary.
101. No climbing of trees with ropes can be undertaken on Natural Resources Wales land unless it is done so by two qualified and insured climbers. Evidence of suitable qualifications and valid insurance must be presented to the relevant Forest District Officers prior to commencing any work under this licence. Failure to do so **will invalidate your licence and may result in offences being committed**. NRW will not accept responsibility for failure by Licensees to fulfil this obligation and will consider immediate revocation of licences if evidence of non-compliance is received.
200. Any person engaged in action under this licence must carry a copy of the licence and must produce it on request to the Police or an employee of NRW or other person authorised in writing by NRW.
202. The activities hereby licensed are restricted to the **Licensees as specified on this licence**.
204. Any Licensed Assistants, whether employed to operate machinery or give advice, shall remain under the personal supervision of the Lead Licensee or any Licensed Accredited Agent at all times.
205. The Licensee must assume full responsibility for the conduct of any assistants and accredited agents employed under this licence.
206. The Lead Licensee must keep a log of the names and addresses of any other licensees not named on this licence and must produce this to the Police or to NRW upon request. **Within four weeks after the expiry of this licence the Lead Licensee shall submit the log of licensees not named on this licence to NRW's Species Permitting Team on [specieslicence@naturalresourceswales.gov.uk](mailto:specieslicence@naturalresourceswales.gov.uk)**.
207. Any disturbance to animals shall be kept to the absolute minimum required, so animals are not prevented from normal feeding or rest, nor disturbed during breeding or hibernation; unless permission has been granted by NRW to do otherwise. All reasonable steps must be taken to prevent accidental injury to any protected species. Equipment must be of a kind and used in a way which will avoid distress or injury.
208. Unless specified otherwise this licence does not authorise the intentional killing, taking or injuring of any protected species.
209. Any person undertaking licensed action who is not the owner or occupier of the land on which the action is taken must have the authorisation of the owner or occupier to enter that land to carry out the licensed action.
210. If any European protected species (EPS) are incidentally captured or killed as a result of exercising this licence then NRW must be advised of that fact as soon as practicable. NRW can be contacted on [specieslicence@naturalresourceswales.gov.uk](mailto:specieslicence@naturalresourceswales.gov.uk).

211. The Lead Licensee must advise NRW if there are any changes in circumstances where such changes could invalidate this licence.
218. No person convicted of an offence to which this condition applies may use this licence unless, in respect of that offence, either (1) they were dismissed with an admonition, or (2) they are a rehabilitated person for the purposes of the Rehabilitation of Offenders Act 1974 and their conviction is treated as spent. A person may also use this licence where, in respect of such an offence, a court has made an order discharging them absolutely. This condition applies to offences under the Wildlife and Countryside Act 1981, the Deer Act 1991, the Wild Mammals (Protection) Act 1996, the Hunting Act 2004, the Conservation of Habitats and Species Regulations 2017, the Protection of Badgers Act 1992 and the Animal Welfare Act 2006 (all as amended).

## NOTES

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If you need any further help, please feel free to contact our INNS and Biosecurity team or our Tree Health team.

- N16. Licensees are expected to exercise the utmost care to avoid disturbance to wild birds, and in particular to avoid any action which might endanger breeding success. Failure to do so may result in revocation of the licence.
- N17. NRW recommends that all Schedule 1 licensees submit their records to the BTO Nest Records Scheme, to ensure that their data contributes to the conservation of these species. Please see following link http://www.bto.org/volunteer-surveys/nrs  
*Licensees should let us know in writing that they have submitted their records in this way, and include their NRS Observer Code to enable cross-checking of records.*

N20. A licence to photograph (including filming) birds at the nest is not required if the photography is an incidental part of the nest recording/nest monitoring works, provided that the photography causes no additional disturbance to that caused by the activities listed on this licence.

### Definitions

**'NRW'** is an abbreviation of the Natural Resources Body for Wales otherwise known as Natural Resources Wales

**'EPS'** is an abbreviation of European protected species

**'Licence application'** refers to the application form, method statement and any other supporting documents (where applicable).

**"Lead Licensee"** this is usually the owner or occupier of the property / land or an individual that requires licensable activities to be undertaken.

**"Licensed Accredited Agent"** means any other person authorised by the Lead Licensee. This person must be suitably qualified, experienced and is able to carry out ecological works under a licence without the personal supervision of the Lead Licensee being present to undertake licensable activities under this licence.

**"Licensed Assistant"** means a person undertaking licensable activities working under the direct personal supervision of any named Licensee at all times.

Gwasanaethau Cyfreithiol  
Legal Services



Llywodraeth Cymru  
Welsh Government

Estates Specialist  
Network Services (South Wales)  
Distribution - East Wales  
National Grid  
Scout Lane,  
Brecon,  
Powys,  
LD3 7HW

Eich cyf / Your ref:  
Ein cyf / Our ref: QA1586537\PE

12<sup>th</sup> September 2025

Dear

**Gilestone Farm, Tal-Y-Bont on Usk, Powys (“the Premises”)**

**Deed of Grant dated 23<sup>rd</sup> February 1999 and made between (1)  
(2) Lloyds Bank Plc and (3) South Wales Electricity plc (“the Deed of Grant”)**

In accordance with the terms of the Deed of Grant, you have requested access to the Premises for National Grid, the successor in title to South Wales Electricity plc, and its appointed contractor (R Jenkin & Son Ltd), to carry out tree pruning and associated works (“the Permitted Purpose”) from 15<sup>th</sup> September 2025 to 25<sup>th</sup> September under.

The Welsh Ministers, as the successor in title to \_\_\_\_\_ and freehold owners of the Premises (“the Owner”), are prepared to grant National Grid access over the Premises for it to carry out works on the neighbouring farm property (with the agreement of its owner) subject to the following:

1. Prior to the commencement of the works, National Grid will provide the Owner with a risk assessment and method statement in relation to the Permitted Purpose and ensure that the risk assessment and method statement is adhered to at all times.
2. National Grid shall take out employer’s liability and public liability insurance, a copy of which must be provided to the Owner prior to access to the Premises being allowed under this Licence.

3. National Grid and its appointed contractor shall not do or allow to be done upon the Premises any act or thing that is or may be or become a nuisance, danger, obstruction, annoyance or inconvenience to the Owner, its tenants or any other licensee or visitor to the Premises. All entrances and exits to and from the Premises must remain unobstructed at all times.
4. National Grid and its appointed contractor shall at all times observe regulations and any directions given by the Owner or their representative.
5. National Grid and its appointed contractor shall at all times comply with all obligations imposed under or by virtue of any statutory or regulatory provisions for the time being in force, and in particular, those relating to health and safety, public health and will ensure that all applicable environmental laws are adhered too, particularly but not limited to, the Wildlife and Countryside Act 1981.

Please confirm National Grid's acceptance of the above by signing and returning the duplicate of this letter.

Yours sincerely,

Datrysiadau Busnes Arweinydd Cyflawni – Business Solutions Delivery Lead

For and on behalf of National Grid, I hereby confirm acceptance of the above terms and conditions.

Signed:.....

15<sup>th</sup> September 2025  
Date:.....

Name:.....

Estates Specialist

Job Title/Role: .....



**REDACTED PERSONAL  
INFORMATION**

Eich cyf / Your ref:  
Ein cyf / Our ref: QA1586537\PE

3rd July 2025

Dear Sir,

**Gilestone Farm, Tal-Y-Bont on Usk, Powys (“the Premises”)**

You have requested access to the above Premises for Usk Valley Ospreys (“the Licensee”) for the period 5<sup>th</sup> July 2025 (“the Licence Period”). The Welsh Ministers, as the freehold owners of the Premises (“the Owner”), are prepared to grant such access to the Licensee in order that the Licensee may ring the osprey chick which has hatched at the Premises (“the Permitted Purpose”) on the terms and conditions set out in this Licence:-

1. The Licensee shall use the Premises only for the Permitted Purpose and shall not use or allow the use of the Premises:
  - (a) for any illegal, dangerous, offensive or otherwise inappropriate activity; or
  - (b) in any way likely to damage the reputation of the Owner or the Welsh Government.
2. Prior to the commencement of the Licence Period, the Licensee is to provide the Owner with a risk assessment and method statement in relation to the Permitted Purpose for their approval.
3. The Licensee is to ensure that the risk assessment and method statement referred to in paragraph 3 above is adhered to at all times during the Licence Period.



4. The Licensee undertakes to be responsible for access control of both the opening and locking of the entry and exit gates and will not do or permit anything to be done during the Licence Period that would affect the security measures in place at the Premises;
5. The Licensee shall not allow or permit any person firm or company to take occupation of the Premises;
6. The Licensee shall not assign or sub-licence this Licence;
7. The Licensee undertakes to keep the Owner fully and effectually indemnified against all actions, proceedings, costs, claims, demands and liabilities whatsoever (whether or not arising from any damage, inconvenience or disturbance) consequent upon or arising in anyway from or in connection with this Licence or the purported exercise of this Licence to the extent where caused by the negligence, error or omission of the Licensee;
8. Without prejudice to paragraph 7 of this Licence the Licensee undertakes to fully and effectually indemnify the Owner against damage or injury caused to any person arising in any way from or in connection with this Licence or the purported exercise of this Licence to the extent where caused by the negligence, error or omission of the Licensee;
9. Without prejudice to paragraph 7 of this Licence the Licensee undertakes not to cause or permit to be caused any damage to the Premises and the Licensee will keep the Owner fully and effectually indemnified against all liabilities, costs, claims and demands consequent upon or arising in any way from or in connection with any damage caused to the Premises during the Licence Period or from the exercise or the purported exercise of this Licence to the extent where caused by the negligence, error or omission of the Licensee;
10. The Owner shall not be liable for the death of or injury to, or for damage to any property of, or for any losses, claims, damages, actions, proceedings, costs or expenses or other liability incurred by, the Licensee, its employees or any other persons present at the Premises for the purpose of or otherwise in connection with the exercise or purported exercise of this Licence;
11. The Licensee shall take out public liability insurance that must include a clause covering accidental damage to the Premises and be of a sum not less than £5 million for any one event or series of connected events arising from the same incident. A copy to the policy must be provided to the Owner prior to access to the Premises being allowed under this Licence;
12. Following the expiration of the Licence, representatives of the Licensee and the Owner will meet at the Premises to inspect the condition of the Premises. The Licensee will be responsible for making good any damage caused to the Premises to the complete satisfaction of the Owner at the sole cost of the Licensee;
13. The Licensee shall not do or allow to be done upon the Premises any act or thing that is or may be or become a nuisance, danger, obstruction, annoyance or inconvenience to the Owner or any other licensee or visitor to the Premises. All entrances and exits to and from the Premises must remain unobstructed at all times;

14. The Licensee shall keep the Premises in a clean and tidy condition and free from any offensive, noisome or noxious matter or thing. Any litter and rubbish must be cleared away by the end of the Licence Period;
15. The Licensee shall not cause or permit to be caused any damage to any neighbouring property or any property of the owners or tenants or occupiers of the Premises, or any neighbouring property;
16. The Licensee shall at all times observe regulations and any directions given by the Owner or their representative;
18. The Licensee shall at all times comply with all obligations imposed under or by virtue of any statutory or regulatory provisions for the time being in force, in connection with the Permitted Purpose and in particular but without prejudice to the generality of this paragraph, those relating to health and safety, public health and licensing;
19. The Owner gives no warranty that the Premises are authorised to be used for the Permitted Purpose under any planning legislation or otherwise;
20. If the Licensee fails to perform or comply with any of the terms or conditions of this Licence the Owner may terminate this Licence with immediate effect by serving notice on the Licensee in writing. Such notice will be deemed to have been duly given if:
  - (a) delivered by hand upon delivery at the address stated at the head of this Licence; or
  - (b) by pre-paid first-class post on the second working day after the date of posting at the address stated at the head of this Licence; or
  - (c) sent by email on the day of transmission provided that a confirmatory copy is sent by pre-paid first-class post on the same working day that the email is transmitted;

Provided always that if the day of deemed delivery is not a working day or after 4.00 pm on a working day it will instead be deemed to have been given or made on the next working day;

21. This Licence is personal between the Licensee and the Owner and no third party who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence;
22. No variation of this Licence shall be effective unless it is in writing and signed by the Owner and the Licensee (or their authorised representatives);
23. No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
24. This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be

governed by and construed in accordance with the law of Wales and England and the parties submit to the exclusive jurisdiction and courts of Wales and England

Please confirm the Licensee's acceptance of the above terms and conditions by signing and returning the duplicate of this licence.

Yours faithfully

**REDACTED PERSONAL INFORMATION**

Deputy Director - Property

**Under the authority of the Cabinet Secretary for Economy, Energy and Planning one of the Welsh Ministers**

For and on behalf of the Usk Valley Ospreys I hereby confirm acceptance of the above terms and conditions

**REDACTED PERSONAL  
INFORMATION**

Signed:.....

**As duly authorised signatory for and on behalf of the Usk Valley Ospreys**

3<sup>rd</sup> July 2025

Date:.....

**REDACTED PERSONAL INFORMATION**

Name:.....

CHAIR, USK VALLEY OSPREYS

Job Title/Role: .....