

Special Terms for Discretionary Organisational Licence Advice

These Special Terms are to be read in conjunction with the General Terms and Conditions for Chargeable Services and the Quotation and govern the provision of advice and training by Natural England in relation to organisational licences.

RECITALS

- (A) Natural England is the statutory body responsible for the managing of the licensing regime in respect of protected species.
- (B) In respect of those statutory obligations, Natural England is able to grant Organisational Licences to organisations which, in Natural England's opinion, have the skills and capabilities to self-regulate themselves in respect of Wildlife Licensing in so far as it is regulated by Natural England.
- (C) An Organisational Licence removes the need for an organisation to secure an individual licence each time it carries out work which would otherwise require such licences.
- (D) In respect of those statutory obligations, Natural England is able to provide discretionary advice and training to the Customer who either:
 - (i) intends to apply for an Organisational Licence and wish to obtain Natural England's advice and training services to enable it to meet the criteria for being awarded an Organisation Licence; or
 - (ii) already holds an Organisational Licence and requires ongoing advice and training to ensure its continuing ability to meet its obligations under that Organisational Licence.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In addition to clause 1 of the General Terms, the following terms and expressions set out below shall have the meanings ascribed therein:

Organisational Licence	A licence which permits an organisation to undertake activities (specified within such Organisational Licence) which would otherwise require individual Wildlife Licences.
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Services	The discretionary advisory and training services in respect of a proposed Organisational Licence or the ongoing compliance with such Organisational Licence as described in detail in the Quotation.
Service Levels	Those service levels against which Natural England will seek to measure its performance in providing the Services as set out in the Quotation.

2. ADVISORY SERVICES

2.1 In requesting the Services the Customer agrees and acknowledges that:

- 2.1.1 any advice given by Natural England officers pursuant to the Agreement does not constitute or bind Natural England in respect of any future decisions it may make in determining the formal Organisational Licence application;
- 2.1.2 any views or opinions expressed are given without prejudice to the formal consideration Natural England is required to give to a formal Organisational Licence application as the statutory responsible body;
- 2.1.3 the final decision will be made by a senior officer of Natural England and will be based on all of the information available at the time;
- 2.1.4 Natural England and its officers cannot give any guarantees about the final decision on whether to grant a Licence;
- 2.1.5 any discretionary application advice may be overtaken by changes in available information as well as changes in international, national, regional or local law, policy and guidance;
- 2.1.6 Natural England shall be entitled to publish, present or use the methods and results of the Services in any way that it deems appropriate.

3. TERMINATION

For the purpose of clause 8.1.1 of the General Terms, a conflict may include (but is not limited to), where, post grant of the Organisational Licence, Natural England is required to:

- 3.1.1 audit compliance of the Organisational Licence; or
- 3.1.2 take enforcement action in respect of non-compliance.