

Dr Abdul Al –Amidi
Nemos Horticultural Ltd
37 Woodlands Rise
Aricklow
Co. Wicklow
Ireland

Licence No: **62758bS:OTH:WCA:2016**

Valid From: **9th May 2016**

Expiry: **28th February 2020**

WILDLIFE AND COUNTRYSIDE ACT 1981 (AMENDED BY THE ENVIRONMENTAL PROTECTION ACT 1990)

LICENCE TO RELEASE NON-NATIVE SPECIES (BIO-CONTROL AGENTS)

The Natural Resource Body for Wales otherwise known as Natural Resources Wales (NRW), grants this Suppliers licence under Section 16(4) (c) and (5) of the Wildlife and Countryside Act 1981 (amended by the Environmental Protection Act 1990),

1. This Licence applies in respect of *Heterorhabditis bacteriophora* (Heterorhabditidae, Rhabditida, Nematoda) used in a combination with *Steinernema carpocapsae* (Steinernematidae, Rhabditida, Nematoda) and *Steinernema feltiae* (Steinernematidae, Rhabditida, Nematoda) (product called **Supernemos, referred to as Supernemos 2 in this licence**). supplied by Nemos Horticultural Ltd. 37 Woodlands Rise, Aricklow, Co. Wicklow, Ireland. (the Company). FML Limited or any retail sales agent (“a Distributor”).
2. Subject to the conditions in paragraphs below, section 14(1) and 14ZA of the 1981 Act do not apply to Nemos Horticultural Ltd (“the Company”) whose registered office is at 37 Woodlands Rise, Aricklow, Co. Wicklow, Ireland for accidentally releasing **Supernemos 2** or allowing **Supernemos 2** to escape in to the wild in consequence of;
 - the supply of Supernemos 2 by the Company for the purpose of biological control of vine weevil (*Otiorhynchus sulcatus*), wireworms (*Agriotes lineatus*), strawberry root weevil (*Otiorhynchus ovatus*), carrot fly maggots (*Psila rosae*), leatherjackets (*Tipula paludosa*), cutworms (larvae of the turnip moth, *Agrotis segetum*), flies of the family Sciaridae, cabbage worm (larvae of *Pieris rapae*), chafer grub (*Melolontha melolontha*) and pine weevil (*Hylobius abietis*), (“the Pests”); in gardens, soft fruit, nursery stock, sports and amenity turf and pasture.

This licence applies in Wales and is valid for the period **as stated above** and are 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.



Signed for and on behalf of
Natural Resources Wales

Ffôn/Tel 01248 387356

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Croesewir gohebiaeth yn y Gymraeg a'r Saesneg

Correspondence welcomed in Welsh and English

CONDITIONS

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).

This licence is granted subject to the following conditions:

- a) it only applies in respect of disease-free **Supernemos 2**;
 - b) *Heterorhabditis bacteriophora*, *Steinernema feltiae* and *S. carpocapsae* used in the product known as **Supernemos 2** must be sourced from a company that holds a licence for the release of those species in Wales, issued under the Section 16 of the Wildlife and Countryside Act 1981. The company will provide Natural Resources Wales with a copy of this licence before any release of **Supernemos 2** takes place. If the company acquires *Heterorhabditis bacteriophora*, *Steinernema feltiae* or *S. carpocapsae* from a new source, the company will immediately notify Natural Resources Wales in writing and will provide a copy of the new supplier’s licence for the release of *S. carpocapsae* in Wales.
 - c) if there is evidence that **Supernemos 2** has become established in the environment in the vicinity of any premises used for research and development with **Supernemos 2**, Natural Resources Wales will be notified immediately (and any notification not in writing shall be confirmed in writing within 30 days);
 - d) at the time when the Company provides **Supernemos 2** the Company shall also supply a copy of the Grower’s licence and it’s current instructions for the application of **Supernemos 2** for the control of pests in the appropriate environment, and those instructions shall specify the rate of application of **Supernemos 2**
 - e) at the time when the Company supplies **Supernemos 2** the Company shall also supply a copy of its grower’s guidelines and monitoring protocols designed to minimise the escape of **Supernemos 2** from the release environments to the wild;
 - f) if there is evidence that **Supernemos 2** has caused damage to crops in the environments in which it has been released, the Welsh Government shall be notified immediately (and any notification not in writing shall be confirmed in writing within 30 days);
 - g) the total number of individual nematodes of these species (licensed as described in condition b above) released for the control of the pests in an individual crop shall not exceed a total of 500,000 nematodes per square metre a maximum of 5 times a year.
 - h) The company shall supply Natural Resources Wales with a written report on sales for release of **Supernemos 2** by 31st January each year. Each report shall include a copy of the instructions supplied to growers and any information that alters the risk assessment submitted to support this application. The report shall provide:
 - i) confirmation that annual checks have been undertaken to establish that cultures were disease and parasite free;
 - ii) details of where releases have taken place annually and the numbers of units of each formulation supplied;
 - iii) an assessment of how successful **Supernemos 2** has been where releases have taken place.
3. The licensee must consult with NRW Wales before using or supporting the use of **Supernemos 2** on any protected site, or within 3 kilometres of such a site if it is designated for Chough (*Pyrrhocorax pyrrhocorax*) and/or Greater Horseshoe Bats (*Rhinolophus ferrumequinum*), and must only proceed with treatment with the consent of NRW.

209. Nothing shall be carried out under this licence on a National Nature Reserve or Site of Special Scientific Interest (SSSI) except with the prior written permission from NRW's Regional Office in which the National Nature Reserve or SSSI is situated.
210. Possession of this licence confers no rights of entry onto land. Permission to enter land or premises must be obtained from the owner or occupier. NRW will not accept responsibility for failure or omission by Licensees to fulfil this obligation and will consider immediate revocation of licences if complaints from owners or occupiers on these grounds are received.
211. The licensee shall advise NRW if there are any changes in their circumstances where such changes could invalidate this licence.
212. If any European protected species (EPS) are incidentally captured or killed as a result of exercising this licence then NRW should be immediately advised.

NOTES

- N2. The Licensee is reminded that, in relation to conditions relating to Nationally Protected Species, anything done that is not under and in accordance with the terms of this licence may result in a criminal offence being committed under sections 1, 5, 6 (3), 7, 8, 9 (1 – 2), 9 (4 – 4A), 11 (1 – 2) and 13 (1) of the Wildlife and Countryside Act 1981.
- 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. Where appropriate licences should be obtained from the Home Office to fulfil the requirements of the Animals (Scientific Procedures) Act 1986.
- N5. The 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 Licensee to ensure that no additional disturbance is caused.
- N6. The personal information on this licence will be kept and used by us in accordance with the Data Protection Act 1998. The licence will be permanently retained, as it is a legal document. We may discuss licence content with selected third parties. Other than stated above, we will not make the personal data on this licence available to third parties unless there is an overriding public interest. The Data Protection Act 1998 gives you the right to know what data we hold about you, how we use it, to which third parties it is disclosed, and that it is accurate. To exercise this right please contact the Data Protection Officer at NRW.
- N7. 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.