

PLANNING ACT 2008
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)
RULES 2010

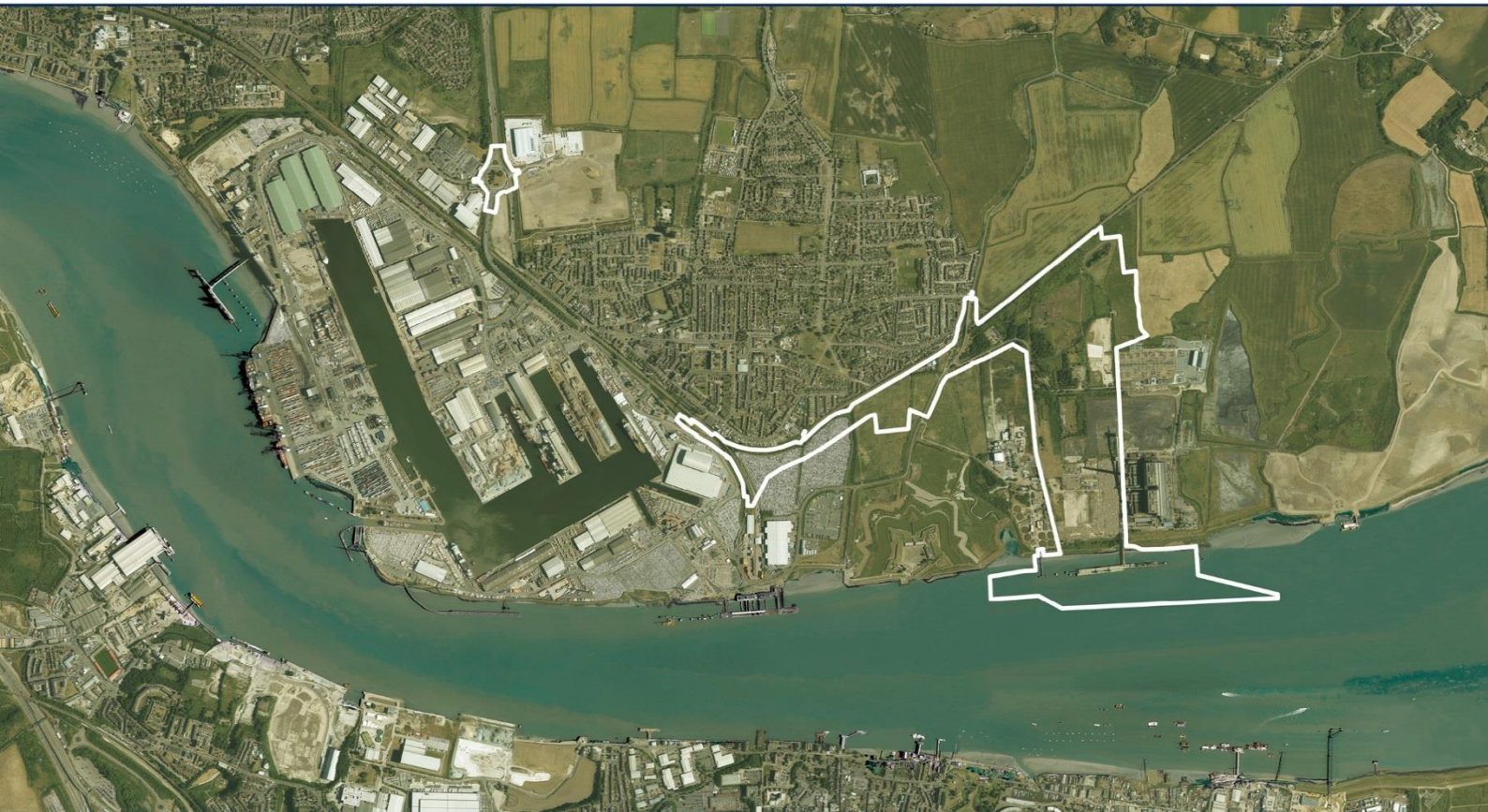
PROPOSED PORT TERMINAL AT
FORMER TILBURY POWER STATION

TILBURY2

TRO30003

Final Section 106 Agreement for End of Examination

DOCUMENT REF: PoTLL/T2/EX/232



DATED _____ **2018**

(1) THURROCK COUNCIL
and
(2) PORT OF TILBURY LONDON LIMITED

**DEVELOPMENT CONSENT OBLIGATION BY
AGREEMENT**
relating to the proposed expansion of the Port of Tilbury
(‘Tilbury2’)

Planning Inspectorate Reference: TR030003



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BETWEEN:-

- (1) **THURROCK COUNCIL** of Civic Offices, Grays, RM17 6SL ("the **Council**"); and
- (2) **PORT OF TILBURY LONDON LIMITED** (Company No. 02659118) whose registered office is at Leslie Ford House, Tilbury Freeport, Tilbury, Essex, RM18 7EH ("the **Owner**").

RECITALS:-

- (A) The Council is the local planning authority for the area within which the Site is located and can enforce the obligations contained in this Deed.
- (B) The Owner is the freehold owner of the Site under registered title numbers EX932756 and EX953808.
- (C) The Owner applied on 31 October 2017 to the Secretary of State under the Planning Act 2008 for an order providing development consent to build, operate and maintain new port facilities on the Site (known as "**Tilbury2**").
- (D) The Parties enter into this Deed to secure the development consent obligations (within the meaning of section 106(14) of the 1990 Act, as inserted by section 174(2) of the Planning Act 2008) contained in it.

IT IS AGREED as follows:-

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed [(which includes the Recitals, Schedules and Appendices to it)] the following words and expressions have the following meanings unless the context requires otherwise:-

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| "the 1980 Act" | means the Highways Act 1980; |
| "the 1990 Act" | means the Town and Country Planning Act 1990; |
| "the 2011 Act" | means the Localism Act 2011; |
| "the Active Travel Measures" | means improvements to be provided pursuant to Schedule 1 (as listed in Appendix 4 and shown on the Active Travel Plan) to Highways and other transport infrastructure, to include pedestrian and cycle facilities for the purpose of enhancing access from both Tilbury Town railway station and Tilbury Town to Tilbury Fort and the Tilbury riverside and " Measure " shall be construed accordingly; |
| "the Active Travel Plan" | means the plan attached to this Deed as Appendix 2; |
| "Active Travel Measures Details" | means the written details (including plans if the context admits) of the Active Travel Measures to be agreed between the Owner and the Council under Schedule 1 in respect of those Active Travel Measures listed in Table 2 of Appendix 4 only which, inter alia, may include the following: |

- Scope of the works;
- Timing of the works;
- Designs and specifications;
- Maintenance details;
- Adoption (if/where appropriate) details;
- Remaining details of footpath stopping up;
- Timetables such as for highways agreements and other relevant matters;
- Costings for each of the Measures and
- Other relevant details reasonably required by the Council.

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| "Commence" | has the same meaning as in article 2 of the Order (and "Commencement" shall be construed accordingly; |
| "Comply" | means comply, perform, fulfil and/or discharge or procure compliance, performance, fulfilment and/or discharge, and "Compliance" shall be construed accordingly; |
| "the Contributions" | means any one or more of the financial contributions payable by the Owner to the Council under this Deed, as referred to in clause 6 (and including any payment in lieu of provision pursuant to Schedule 1), excluding the Council's legal costs payable pursuant to Clause 13; and "Contribution" shall be construed accordingly; |
| "Deed" | means this Deed made under section 106 of the 1990 Act and all other enabling powers; |
| "the Development" | means the development authorised by the Order; |
| "the Expert" | means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of either of them, at their joint expense, by or on behalf of the President for the time being of the Law Society; |
| "First Operation of the Development" | means the first time a commercial vessel moors (other than in an emergency following a direction from the Port of London Authority) at the Roll On / Roll Off berth or the Construction Materials & Aggregates Terminal and loads and off-loads goods to the landside terminal, as facilitated by the Order, and "First Operational Use" shall be construed accordingly; |
| "the Gravesend – Tilbury Ferry" | means the existing passenger ferry service which operates between Tilbury (from the Tilbury Riverside Pontoon) and Gravesend (from the Town Pier); |

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| “the Gravesend Escrow Account” | means a separately identifiable interest-bearing account to be set up by the Council into which the Gravesend Heritage Contribution shall be paid and held for the purposes set out in this agreement; |
| "the Gravesend Heritage Contribution" | means the contribution in the sum of £29,000 (to be adjusted in accordance with clause 18) pursuant to Schedule 4 for the purpose of implementing measures to enhance the interpretation of heritage assets, such measures to be located within the town of Gravesend; |
| "Highway" | has the same definition as in the 1980 Act; |
| "the Index" | means the 'All Items Index of Consumer Prices' issued by the Office for National Statistics or in the event that the Office of National Statistics shall cease to compile or publish the said 'Consumer Price Index' such other index as the Parties hereto shall agree or in default of agreement such index as shall be determined for the purposes of this Agreement as being an index which gives an accurate indication of the rate of inflation of prices in the United Kingdom from month to month; |
| "Interest" | means interest at 3% above the base lending rate from time to time of Barclays Bank PLC from time to time; |
| "the Judicial Review Period" | means the six week period starting on the day after the day on which the Order is published by the Secretary of State; |
| "the Operational Phase” | means any time after First Operation of the Development has occurred; |
| “the Order” | means a development consent order made under the Planning Act 2008 authorising the construction, operation and maintenance of Tilbury2 in the form in which it is made by the Secretary of State; |
| "the Parties" | means the parties to this Deed (and their successors) and " Party " shall be construed accordingly; |
| "Reasonable Endeavours" | means attempts to fulfil the relevant obligation by expending effort and money as in all the circumstances may be reasonable to expect, which may include engaging professional and other advisers as appropriate but does not require a Party to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary); |
| “Seven Day LIBID Rate” | an assessment of the rate of interest the Council can expect to earn on investments through the money market, the rate used being the average interest rate at which banks are willing to borrow eurocurrency deposits or such other rate as approved by the Council; |
| "the Site" | means the land against which this Deed may be enforced and is shown edged red on the plan attached at Appendix 1 to this Deed, being the land comprised in title numbers EX932756 and EX953808 in which the Owner has a freehold interest; |

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| "the Skills and Employment Strategy" | means the Skills and Employment Strategy attached to this Deed at Appendix 3 and referred to in Schedule 5 which relates to the construction and Operational Phase only; |
| "the Tilbury Ferry Contribution" | means the contribution in the sum of £50,000 to be adjusted in accordance with clause 18) to be paid by the Owner in respect of information boards for the Gravesend - Tilbury Ferry, as detailed in Schedule 3; |
| "the Tilbury Ferry Escrow Account" | means a separately identifiable interest-bearing account to be set up by the Council into which the Tilbury Ferry Contribution shall be paid and held for the purposes set out in this agreement; |
| "the Tilbury Fort Escrow Account" | means a separately identifiable interest-bearing account to be set up by the Council into which the Tilbury Fort Heritage Contribution shall be paid and held for the purposes set out in this agreement; |
| "the Tilbury Fort Heritage Contribution" | means the contribution in the sum of £112,000 (to be adjusted in accordance with clause 18) pursuant to Schedule 2 for the purpose of implementing measures to realise tourism and heritage benefits at Tilbury Fort; |
| "Unexpended" | <p>in respect of the Gravesend Heritage Contribution and the Tilbury Fort Heritage Contribution, means monies (if any) remaining in the Gravesend Escrow Account or the Tilbury Fort Escrow Account where (pursuant to Schedule 2 and/or Schedule 4 as the context admits) the Council has received insufficient (or has not received any) valid request(s) for payment from respectively Gravesend Council and/or English Heritage; and</p> <p>in respect of any monies paid to the Council in lieu pursuant to Schedule 1, means the amount not spent or committed or allocated to be spent respectively on the Active Travel Measures; and</p> <p>in respect of the Tilbury Ferry Contribution means the amount not spent or committed or allocated to be spent respectively on the purchase, installation and maintenance of the equipment referred to in the Schedule 3;</p> |
| "Utilities" | means mains services including gas, electricity, potable water, telecommunications and ducting to facilitate high speed broadband; and |
| "Working Day" | means a day other than a Saturday or Sunday or public holiday in England. |

1.2 In this Deed, unless otherwise indicated, reference to any:-

- 1.2.1 words and expressions in this Deed have the same meaning as they have in the Order;
- 1.2.2 Recital, Clause, sub-clause, paragraph number, Schedule, Appendix or plan is a reference to a Recital, Clause or sub-clause of, paragraph number of, Schedule to, Appendix to or plan annexed to this Deed;
- 1.2.3 words importing the singular meaning include the plural meaning and vice versa;

- 1.2.4 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner; and
- 1.2.5 Act of Parliament shall include any amendment, modification, extension, consolidation or re-enactment of that Act for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this Deed.
- 1.4 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.
- 1.5 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.6 Each of the Parties shall act in good faith and shall co-operate with each of the other Parties to facilitate the discharge and performance of all obligations on them contained in this Deed and the Owner shall Comply with any reasonable requests of the Council to provide documentation within its possession (such documentation to be provided by the Owner at its own expense) for the purposes of monitoring compliance with the obligations contained in this Deed.
- 2. LEGAL BASIS**
- 2.1 This Deed is made under:-
- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 section 1 of the 2011 Act, section 111 of the Local Government Act 1972 and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.
- 2.2 The obligations, covenants and undertakings on the part of the Owner in this Deed are development consent obligations for the purposes of section 106 of the 1990 Act and so bind the Owner's interest in the Site. Subject to Clause 9, the obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they are enforceable not only against the Owner but also against any successors in title or assigns of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it.
- 2.3 Insofar as any obligations, covenants and undertakings in Clause 2.2 are not capable of falling within section 106 of the 1990 Act they are entered into in pursuance of the relevant powers referred to in Clause 2.1.2.
- 2.4 So far as the obligations, covenants and undertakings in this Deed are given by or to the Council, they are entered into under the relevant powers referred to in Clause 2.1 and those obligations, covenants and undertakings are enforceable by or against the Council.
- 2.5 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, duties, or discretions in relation to the Site or otherwise.
- 3. CONDITIONAL ENTRY INTO FORCE**
- 3.1 Subject to Clause 3.2 this Deed is conditional upon and will not take effect until the Order comes into force.
- 3.2 Clauses 3, 4, 9, 10 and 12 - 17 come into effect on the date of this Deed.

4. **DURATION**

4.1 This Deed will end (to the extent it has not already been complied with), if :-

4.1.1 the Order is quashed or revoked in its entirety;

4.1.2 the Order expires, in terms of the ability to exercise its powers, before Commencement;
or

4.1.3 the Owner gives an irrevocable undertaking to the Council that it will not Commence the Development.

4.2 Where this Deed ends pursuant to clause 4.1 the Council shall as soon as reasonably practicable:-

4.2.1 remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 Working Days ceasing to have effect; and

4.2.2 repay any unspent Contributions as set out in this Deed.

5. **ACTIVE TRAVEL MEASURES**

5.1 The provisions contained in **Schedule 1** to this Deed have effect.

6. **CONTRIBUTIONS**

6.1 The provisions contained in **Schedule 2** (Tilbury Fort Heritage Contribution), **Schedule 3** (Tilbury Ferry Contribution) and **Schedule 4** (Gravesend Heritage Contribution) to this Deed have effect.

7. **SKILLS AND EMPLOYMENT STRATEGY**

7.1 The provisions contained in **Schedule 5** to this Deed have effect.

8. **COVENANTS OF THE PARTIES**

8.1 The Parties must at all times act reasonably and in particular must not unreasonably withhold or delay the giving of any approval or expression of satisfaction which is required under this Deed.

8.2 At any time after any or all of the obligations in this Deed are fulfilled and upon written request from any person who is at that time responsible for carrying out the relevant development consent obligation, the Council must issue written confirmation of the development consent obligation being carried out, fulfilled or satisfied as appropriate.

9. **SUCCESSORS IN TITLE AND RELEASE**

9.1 References in this Deed to the Council include the successors to its respective statutory functions and include persons deriving title through or under it.

9.2 Subject to Clauses 9.3 and 9.4, references to the Owner include its heirs, assigns, successors in title and persons deriving title through or under it except where there is an obligation on the Council to repay any unspent portions of a Contribution, in which case the reference to the Owner is to the person which paid the relevant Contribution to the Council.

9.3 Except for restrictive covenants, the obligations in this Deed are not binding on or enforceable against any:-

9.3.1 statutory undertaker or other person who acquires any part of the Site or any interest in it for the sole purposes of supplying Utilities or public transport services;

9.3.2 occupier, lessee or licensee of part of the Site (who is not also the Owner or other person envisaged by Clause 9.2); but shall be enforceable against an occupier, lessee or

licensee of the whole of the Site or such part(s) of the Site affected by Schedule 1 (Active Travel Measures).

- 9.4 If the Owner or any person disposes of its entire interest in the Site or in any part of it, that Owner or person will be released from its obligations in this Deed which will no longer be enforceable against that Owner or person in relation to the Site or that part of the Site disposed of, except to the extent that disposal is the grant of an easement, restriction, restrictive covenant or similar PROVIDED ALWAYS that where the Owner has granted a lease but retained the freehold of any part of the Site the Owner shall remain liable for all the planning obligations herein
- 9.5 The release of the Owner or any person under Clause 9.4 is without prejudice to any subsisting liability for any antecedent breach or antecedent failure to Comply with its obligations arising before parting with that interest.
- 9.6 Nothing in this Deed will prevent Compliance with any obligation under it before that obligation comes into effect and early compliance will not amount to a waiver of the effect of this Clause 9.
- 9.7 Any lessee (as the context admits) shall be deemed to have consented to the Owner (or Council) taking steps to comply with Schedules 1 (Active Travel Measures); Schedule 3 (Tilbury Ferry Contribution) and Schedule 5 (Skills and Employment Strategy).

10. **OTHER DEVELOPMENT**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Order) granted (whether or not on appeal) after the date of this Deed.

11. **ENFORCEMENT PROTOCOL**

- 11.1 Where a breach of any of the provisions of this Deed has occurred (or will occur due to circumstances beyond the control of the Owner) the Owner may without delay approach the Council to discuss the breach with the Council and proposals (including reasonable timescale) for remedying the breach.
- 11.2 Where the Council has been approached by the Owner pursuant to Clause 11.1:
- the Council will give the Owner the opportunity to discuss the breach and the timescale and steps to remedy the same. The Council will take into account any reasonable representations made by the Owner.
- 11.3 Subject always to any bond or guarantee or surety or other financial provision (which the Council may enforce as soon as the terms of such arrangement permits) where a breach has occurred and the Council has not been approached by the Owner pursuant to clause 11.1:
- Before taking action to enforce any of the provisions of this Deed the Council will give written notice to the Owner stating the nature of the breach, the steps required to remedy the breach and may specify a reasonable timescale for the Owner to remedy the breach (for the avoidance of doubt the Council shall not be fettered by a requirement to impose an informal timescale that could have the effect of fettering or deferring its discretion to take enforcement or other appropriate action)
- 11.4 If the breach is not remedied as requested by the Council (including if the context admits is not remedied within the stated time period or such longer or shorter period as agreed with the Council) the Council will be able to pursue any other remedies.

12. **DISPUTE RESOLUTION**

- 12.1 If a dispute between the Parties persists beyond 10 Working Days and relates to any matter contained in this Deed (but excluding any matter of law), the dispute may be referred to the Expert by either Party. The Expert will act as an expert and not as an arbitrator. His decision shall be final and binding on the Parties.

- 12.2 Each Party will bear its own costs and the Expert's costs will be paid as determined by him.
- 12.3 The Expert will be appointed subject to an express requirement that he must reach his decision and communicate it to the Parties within the minimum practical timescale allowing for the nature and complexity of the dispute, and in any event not more than 20 Working Days from the date of his appointment to act. His decision will be given in writing with reasons and in the absence of manifest error will be binding on the Parties.
- 12.4 The Expert will be required to give notice to each of the Parties, inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to the Parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.
13. **LEGAL COSTS**
- As soon as practicable following completion of this Deed the Owner will pay to the Council the reasonable legal costs incurred in the negotiation, preparation and execution of this Deed of no more than £4,500.
14. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**
- Nothing in this Deed will create any rights in favour of or be enforceable by any person who is not a party to this Deed under the Contracts (Rights of Third Parties) Act 1999.
15. **NOTICES**
- 15.1 Any notice or other written communication to be served on a Party or given by one Party to any other under the provisions of this Deed will be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party on whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received on:-
- 15.1.1 if delivered by hand, the next Working Day after the day of delivery;
- 15.1.2 if sent by post, the day 2 Working Days after the date of posting; or
- 15.1.3 if sent by recorded delivery, at the time delivery was signed for.
- 15.2 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 15.3 The address for any notice or other written communication shall be within the United Kingdom.
- 15.4 Where proceedings have been issued in the Courts of England the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.
- 15.5 A notice or communication will be served or given:-
- 15.5.1 on the Owner at its registered office from time to time, or such other address as notified in writing to the Council from time to time, marked for the attention of Peter Ward (Commercial Director);
- 15.5.2 on the Council at Civic Offices, New Road, Grays, RM17 6SL or such other address notified in writing to the Owner from time to time, marked for the attention of Development Management; Place Services (ref. Tilbury2); and
- 15.5.3 on any successor in title to the Owner at that successor in title's last known address.
- 15.6 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

16. LOCAL LAND CHARGE AND LAND REGISTRY REGISTRATION

- 16.1 The Council must register this Deed as a local land charge immediately after the date of this Deed.
- 16.2 The Council must cancel all entries made in the Register of Local Land Charges relating to this Deed as soon as all obligations under this Deed have been satisfied and on receipt of a written request from the Owner.

17. JURISDICTION AND LEGAL EFFECT

- 17.1 This Deed will be governed by and interpreted in accordance with English Law.
- 17.2 If any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining provisions of this Deed.
- 17.3 No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in Complying with any obligation, covenant or undertaking in this Deed will constitute a continuing waiver and no waiver will prevent the Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owner.

18. INDEXATION, LATE PAYMENT AND VAT

- 18.1 Any sum to be paid to the Council under this Deed will be adjusted by an amount equivalent to the change in the Index from the date of this Deed to the date on which such sum is paid.
- 18.2 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.
- 18.3 The Parties to this Deed acknowledge and agree in accordance with the guidance set out in HMRC Reference: Notice 742 (June 2012) and in particular paragraphs 8.4 and 8.6 that whilst such guidance remains applicable the Contributions in this Deed are not subject to VAT treatment and no VAT should be charged or recoverable in addition to the amount of the Contributions specified in the Deed.

19. NOTIFICATION

- 19.1 The Owner shall provide the Council with not less than ten (10) Working Days written notice in advance of each of the following events:
- 19.1.1 Commencement of the Development; and
- 19.1.2 First Operation of the Development.
- 19.2 If either of the said events set out in Clause 19.1 do not take place on the date stated on the relevant notice the Owner shall notify the Council in writing and of provide the Council with an anticipated revised date for the relevant event and this procedure shall be repeated as often as necessary.

20. COUNCIL'S COVENANTS

- 20.1 In respect of the Gravesend Heritage Contribution and the Tilbury Fort Contribution, the Council covenants as follows:
- 20.1.1 Upon receipt from the Owner of the Gravesend Heritage Contribution (pursuant to Schedule 4) and/or the Tilbury Fort Heritage Contribution (pursuant to Schedule 2) respectively:
- (a) to set up (as the context admits) (a) the Gravesend Escrow Account and/or (b) the Tilbury Fort Escrow Account; and

(b) to pay the monies received from the Owner into the relevant account in full.

20.1.2 Once the funds have been cleared in the relevant account stated in clause 20.1.1:

(a) In respect of the Gravesend Heritage Contribution, to inform Gravesham Borough Council that the Gravesend Heritage Contribution has been received by the Council and:

(i) invite them to identify one or more specific project(s) which will enhance the interpretation of heritage assets within the town of Gravesend; and

(ii) require them at the time of nomination of a project or projects to inform the Council how much of the relevant Contribution should be applied towards the nominated project or projects.

(b) In respect of the Tilbury Fort Heritage Contribution, to inform English Heritage that the Tilbury Fort Heritage Contribution has been received by the Council and:

(i) invite them to identify one or more specific project(s) to realise tourism and heritage benefits at Tilbury Fort; and

(ii) require them at the time of nomination of a project or projects to inform the Council how much of the relevant Contribution should be applied towards the nominated project or projects.

20.1.3 To hold each of the said Contributions for the purposes of making an onward payment respectively to (a) Gravesham Borough Council and (b) English Heritage.

20.1.4 Following receipt by the Council of a written application for payment from Gravesham Borough Council or English Heritage that is accompanied by appropriate details and costings of one or more suitable specific project(s), to forward to them the relevant amount of the Contribution as soon as practicable and notify the Owner of the payment.

20.1.5 Upon receipt of a request in writing to do so to be received by the Council no sooner than the tenth (10th) anniversary of the date of payment of the relevant Contribution to return to the party who deposited the said Contribution the Unexpended whole or as the case may be the Unexpended part of the relevant Contribution together with interest on the Unexpended whole or Unexpended part (as the case may be) calculated at the average Seven Day LIBID Rate for the period the funds have been held by the Council.

20.2 Gravesham Borough Council and English Heritage may continue to nominate a project or projects until the funds in the Gravesend Escrow Account and/or the Tilbury Fort Escrow Account as relevant are spent, up until the tenth (10th) anniversary of the date of payment of the relevant Contribution as stated in clause 20.1.5.

20.3 The Council shall have discharged all liability under Schedule 2 and Schedule 4 upon payment of the relevant Contribution in full to English Heritage or Gravesham Borough Council respectively (or such amount received) and notifying the Owner that onward payments have been made in full.

20.4 In respect of the Tilbury Ferry Contribution, the Council covenants as follows:

20.4.1 upon receipt from the Owner of the Tilbury Ferry Contribution, to set up the Tilbury Ferry Escrow Account and to pay the monies received from the Owner into that account in full.

20.4.2 to apply the Tilbury Ferry Contribution solely towards the purchase, installation and maintenance of real-time information boards at Tilbury and Gravesend and associated ferry-based equipment as described herein in Schedule 3.

20.4.3 Upon receipt of a request in writing to do so to be received by the Council no sooner than the tenth (10th) anniversary of the date of payment of the Tilbury Ferry Contribution to return to the party who deposited the said Contribution the Unexpended whole or as the case may be the Unexpended part of the said Contribution together with interest on the Unexpended whole or Unexpended part (as the case may be) calculated at the average Seven Day LIBID Rate for the period the funds have been held by the Council.

21. **COUNTERPARTS**

21.1 This agreement may be executed in any number of counterparts which, taken together, constitute the same agreement.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Executed as a deed by

.....

By **PORT OF TILBURY LONDON LIMITED**

Director

acting by a director in the presence of a

witness:

WITNESS:

Signature:

Name (block capitals):

Address:

Occupation:

The **COMMON SEAL of THURROCK**)

BOROUGH COUNCIL was hereunto)

Affixed in the presence of:-)

Authorised Officer

.....

SCHEDULE 1

ACTIVE TRAVEL MEASURES

PLANNING OBLIGATIONS

1. The following provisions apply in respect of all Active Travel Measures listed in Appendix 4.
2. The Owner shall provide the Council with written notification 90 days prior to the Commencement of each of the Active Travel Measures.
3. The Owner shall permit the Council reasonable access on written notice to inspect and/or supervise the construction and completion of each of the Active Travel Measures.

Active Travel Measures – Table 1 of Appendix 4

4. Paragraph 5 applies in respect of the Active Travel Measures listed in Table 1 of Appendix 4.
5. The Owner shall complete the relevant Active Travel Measures in accordance with the details stated in column 3, Table 1 to the reasonable (written) satisfaction of the Council.

Active Travel Measures - Table 2 of Appendix 4

6. Paragraphs 7 to 15 apply in respect of the Active Travel Measures listed in Table 2 of Appendix 4.
7. The Owner and the Council, both acting reasonably, will agree the Active Travel Measures Details in respect of those Active Travel Measures listed in Table 2 of Appendix 4 by a date no later than 28 days beginning with the last day of the Judicial Review Period, unless otherwise agreed between the Parties and in any event prior to First Operation of the Development.
8. The Owner will not allow or permit First Operation of the Development until paragraph 7 has been complied with or the Council has received payment in lieu for those Measures which have not been agreed.
9. The Owner shall carry out the relevant Active Travel Measures in accordance with the Active Travel Measures Details to the reasonable satisfaction of the Council.
10. The Owner shall use Reasonable Endeavours to complete the relevant Active Travel Measures in accordance with the timeframe stated for each Active Travel Measure stated in column 3, Table 2 of Appendix 4 but completing the Active Travel Measures within the stated timeframes also shall be subject to:
 - 10.1 where necessary, the Owner securing permission from any relevant landowners; and
 - 10.2 where necessary, the Owner securing any necessary consents and agreements including from or with the relevant highway authority.
11. In using Reasonable Endeavours in respect of paragraph 10, the Owner may make any reasonable requests for assistance to the Council and the Council shall assist the Owner in respect of those requests to the extent that is reasonable in the circumstances.
12. Paragraph 13 shall apply in the following circumstances provided always that the Council has been informed in writing of the circumstances and reasons and the Council acting reasonably has accepted the same in writing:
 - 12.1 where the Owner is unable to implement one or more of the Active Travel Measures (for example where they are unable to obtain consent of any relevant landowner); or

- 12.2 where one or more of the relevant Active Travel Measures has not been constructed and completed within the timescale referred to in Appendix 4 and there is little or no prospect of the said Measure(s) being completed within 28 Working Days of the relevant timescale.
13. The Owner shall within 28 Working Days of the Council's written acceptance (pursuant to paragraph 12) make payment in lieu to the Council in respect of any of the Measures to which paragraph 12 applies in order that the Council can carry out the relevant Active Travel Measure, such sum(s) and timing(s) of the payment(s) to be agreed between the Parties acting reasonably.
14. A payment made in full pursuant to paragraph 13 in respect of the relevant Measure shall be deemed as compliance with paragraph 12 in respect of the said Measure.
15. In the event that the Council does not carry out any relevant Active Travel Measure pursuant to paragraph 13 the Council must return the money it has received from the Owner in respect of a specific Active Travel Measure and clause 20.1.5 shall apply in respect of the amount and timing of the repayment by the Council to the Owner.

SCHEDULE 2

TILBURY FORT HERITAGE CONTRIBUTION

PLANNING OBLIGATIONS

Owner's covenants

The Owner covenants as follows:

1. To pay to the Council the Tilbury Fort Heritage Contribution prior to First Operation of the Development.
2. Not to allow or permit First Operation of the Development until the Tilbury Fort Heritage Contribution has been paid to the Council in full.

SCHEDULE 3

TILBURY FERRY CONTRIBUTION

1. The Owner shall pay to the Council the Tilbury Ferry Contribution in full prior to the Commencement of the Development.
2. Not to allow or permit Commencement of the Development until the Tilbury Ferry Contribution has been paid to the Council in full.
3. The Council shall use the Tilbury Ferry Contribution for the purposes of the purchase, installation and maintenance of the following equipment and software (including electrical connection and supply):
 - 3.1 Real time information boards at each of the following locations:
 - 3.1.1 the landside entrance to the Town Pier in Gravesend;
 - 3.1.2 the Port of Tilbury landing stage; and
 - 3.1.3 Tilbury Town railway station on the St Andrew's Road side of the station and/or at the entrance of the station, the choice between which is to be determined as the Council (acting reasonably) sees fit.
 - 3.2 Equipment to be installed on the Gravesend-Tilbury Ferry required to enable real-time communication with the real-time passenger boards referred to above.
4. The obligation on the Council in respect of paragraph 3 is subject to relevant landowner and/or operator consent and any necessary regulatory consent.
5. As the context allows the Owner consents to the Council carrying out installation or maintenance works on any land within its ownership or control described in this Schedule.
6. The Council shall use all reasonable endeavours to complete the installation of each of the real-time information boards stated at paragraphs 3.1.1 to 3.1.3 within 6 months of the date of First Operation of the Development.
7. The Council shall maintain each of the real-time information boards stated at paragraphs 3.1.1 to 3.1.3 and the equipment stated at paragraph 3.2 for a minimum of 5 years from the relevant date of installation of each information board.
8. All the boards installed pursuant to paragraphs 3.1.1 to 3.1.3 shall be compatible with relevant equipment operated on the Gravesend-Tilbury Ferry associated with producing real-time information and referred to in paragraph 3.2 above.

SCHEDULE 4

GRAVESEND HERITAGE CONTRIBUTION

PLANNING OBLIGATIONS

Owner's Covenants

The Owner covenants as follows:

1. To pay to the Council the Gravesend Heritage Contribution in full prior to the Commencement of the Development.
2. Not to allow or permit Commencement of the Development until the Gravesend Heritage Contribution has been paid to the Council in full.

SCHEDULE 5

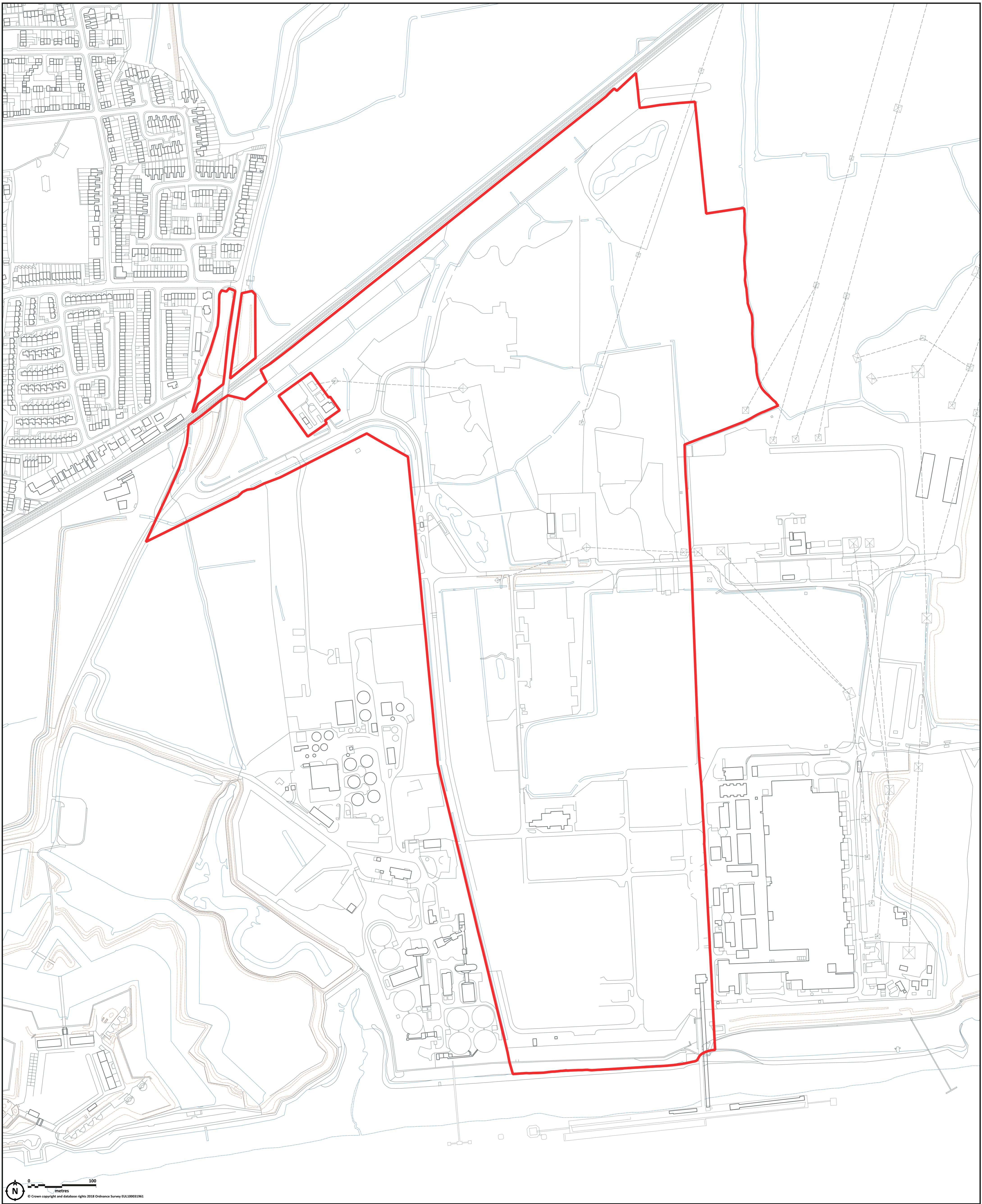
SKILLS AND EMPLOYMENT STRATEGY

PLANNING OBLIGATIONS

1. The Owner shall:
 - 1.1 implement the requirements of the Skills and Employment Strategy;
 - 1.2 implement and promote the objectives of the Skills and Employment Strategy; and
 - 1.3 ensure (so far as is reasonably practicable) the said objectives are met.
2. The Owner or the Council may at any time submit to the Council for its consideration and approval (such approval not to be unreasonably withheld or delayed) an amended Skills and Employment Strategy for the Operational Phase of the Development PROVIDED THAT the Owner shall submit no more than one amended Employment and Skills Strategy in any calendar year (unless otherwise agreed with the Council).

Appendix 1

PLAN



 S106 AGREEMENT BOUNDARY

TILBURY2, TILBURY

S106 plan

| PROJECT NO | DRAWING NO | REV |
|------------|------------|--------|
| 5120 | 110 | |
| DRAWN | DATE | SCALE |
| HNA | APRIL 2018 | 1:2500 |

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Appendix 2

ACTIVE TRAVEL PLAN

Appendix 3

SKILLS AND EMPLOYMENT STRATEGY

Port of Tilbury London Ltd.
(PoTLL)

Tilbury2

Skills and employment Strategy

Issue | 13 June 2018

This report takes into account the particular instructions and requirements of our client.

It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

Job number 254458-00

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ARUP

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1 Introduction

1.1 Purpose of the Skills and Employment Strategy

PoTLL operates the existing Port of Tilbury. The Port currently supports some 4,200 Full Time Equivalent (FTE) jobs on-site through a mixture of PoTLL and tenant employment. This includes induced, indirect, and operator and tenant jobs. In total, Tilbury supports more than 8,600 jobs. Thanks to a small number of strong private sector employers, including PoTLL, the small town of Tilbury is a net importer of labour: there are 787 more jobs in Tilbury than there are employed residents.¹

It is also the case that there is a problem of persistent long-term unemployment in Tilbury, with higher than average unemployment rates and higher incidences of long-term unemployment. Long-term unemployment in Tilbury is 2.2%, a full percentage point higher than the national average.²

The £120 million investment by PoTLL at Tilbury2 will be a significant net economic gain for Tilbury, Thurrock and UK Plc, and will bring huge economic potential for local communities and the wider regional economy. Nevertheless, developments of this scale and nature cannot be completed without an element of disruption and some detrimental impacts, in addition to the many positive impacts identified. The Environmental Impact Assessment (EIA) sets out a detailed assessment of the various positive and negative impacts linked with this development and in many cases sets out the steps that can be taken to mitigate or compensate for these impacts.

Given that the impacts of Tilbury2 will be felt primarily by the residents of Tilbury, PoTLL is committed to ensuring that as much as possible of the economic benefit of the Tilbury2 investment is felt in the town. The purpose of this Employment and Skills Strategy is to set out the steps that PoTLL will take to secure this objective. In doing so, it:

- Sets out the labour market context in which the Tilbury2 development will take place;
- Details the extensive involvement PoTLL already has in local skills and employment initiatives; and
- Sets out the commitments PoTLL is willing to make to improve skill levels locally, maintain 57% local employment across its two sites, and the steps it will take to reach that level.

¹ Thurrock Community-Led Local Development (CLLD) Strategy (2016).

<https://www.thurrock.gov.uk/sites/default/files/assets/documents/tilbury-clld-strategy-v01.pdf>

² Equality & Diversity Scheme for CLLD in Tilbury (2016)

<https://www.thurrock.gov.uk/sites/default/files/assets/documents/tilbury-clld-strategy-appendix6-equality-v01.pdf>

1.2 Local area

This document refers to the ‘local area’ or ‘local population’. The primary focus of this strategy is Tilbury town, as an area identified for improvement within Thurrock.³ However, impacts on the wider Thurrock borough are of interest to PoTLL, as are their local employment and skills strategy. For the purposes of the local employment objectives, ‘local area’ refers to the district of Thurrock.

This is in line with the area identified⁴ as the most impacted by unemployment and lack of training by Thurrock council.

³ Thurrock Community-Led Local Development (CLLD) Strategy (2016).

⁴ Thurrock Community-Led Local Development (CLLD) Strategy (2016).

2 Local context

2.1 Current pattern of employment

Currently PoTLL supports direct on-site employment at the existing Port of Tilbury of around 649 Full-Time Equivalent (FTE) staff. As previously stated, the Port currently supports some 4,200 FTE jobs on-site, including both PoTLL and tenant employment. When including induced, indirect, and operator and tenant jobs, PoTLL supports more than 8,600 jobs in total across the supply chain.

Of PoTLL employees, 57% are residents of Thurrock. This represents 370 FTE staff. The remaining 43% of port employees are from elsewhere in Greater London or the South East. According to a recent Customer, Tenants and Suppliers Survey, PoTLL understands these numbers to be broadly in line with where the employees of PoTLL's tenants and customers originate.

| Employee location | PoTLL | Customers | Tenants | Suppliers |
|---|---------------------|---|---------|-----------|
| Thurrock Borough | 57% | 51% | 62% | 9% |
| Greater London (M25 & surrounding area) | 11% | 12% | 21% | 6% |
| Elsewhere in the South East of England | 31% | 19% | 11% | 53% |
| Rest of UK | 1% | 18% | 5% | 30% |
| International | 0% | 1% | 0% | 3% |
| <i>Data Source:</i> | <i>PoTLL (2017)</i> | <i>Customers, Tenants and Suppliers Survey 2016</i> | | |

2.2 Demographics

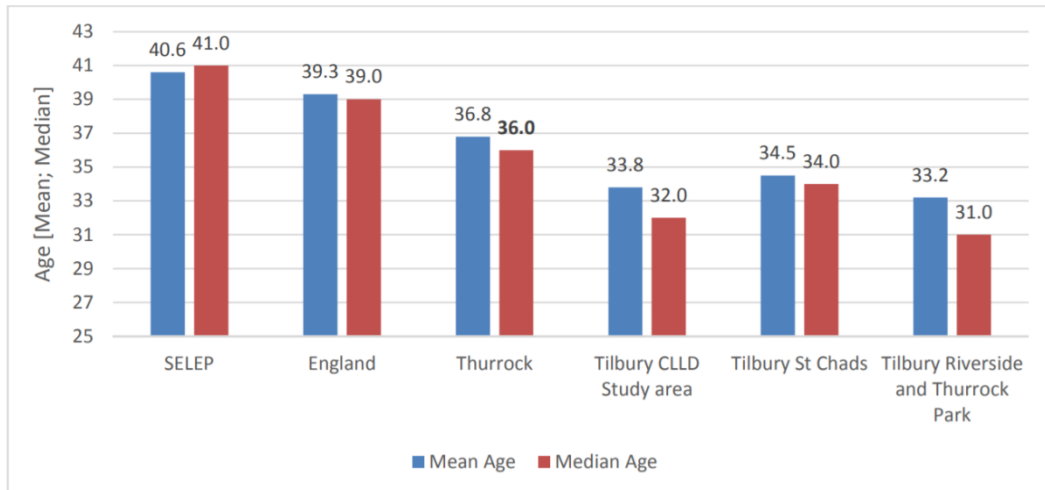
Tilbury is a small town in the borough of Thurrock, Essex. It has a population of around 13,000, representing 8% of Thurrock's population of around 158,000.⁵ Geographically, Tilbury is situated on a small peninsula and between two other smaller settlements, East Tilbury and Chadwell St Mary, and south of Grays, Thurrock's largest town.

The population of Tilbury is both younger and more deprived than the national average. In Tilbury, 61% of residents live in areas falling within the 20% most deprived areas of England. The median age among the Tilbury CLLD Study-area population is 4 years younger than the Thurrock average and 7 years younger than the national average.⁶ This is shown in Figure 1.

Figure 1. Mean and median age structure of Tilbury Port area compared to local and national averages.

⁵ ONS, Census 2011

⁶ Thurrock Community-Led Local Development (CLLD) Strategy (2016).

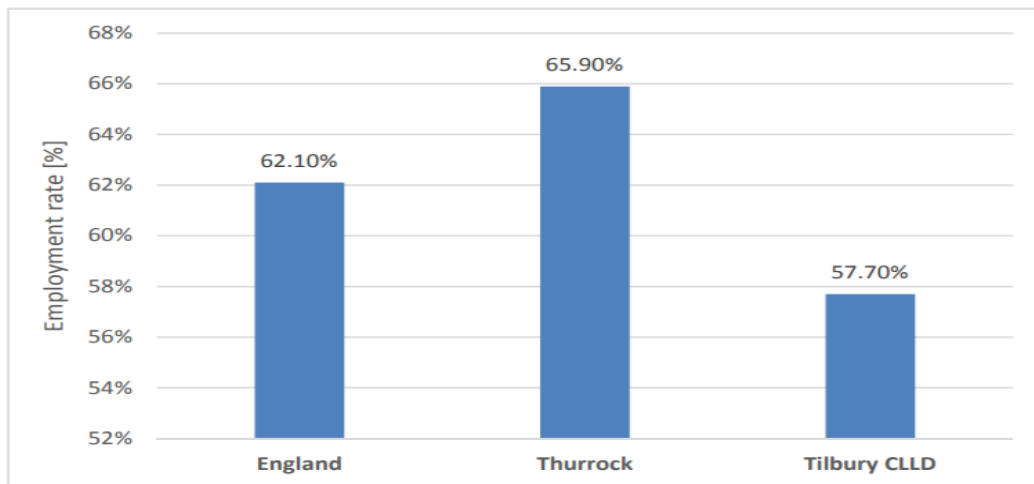


Source: Thurrock Community-Led Local Development (CLLD) Strategy (2016). SELEP refers to the South East Local Economic Partnership.

2.3 Employment

The local employment rate in Tilbury is significantly below Thurrock and national averages (see Figure 2).

Figure 2. Employment rate in England Thurrock and Tilbury



Source: Thurrock Community-Led Local Development (CLLD) Strategy (2016).

Moreover, the unemployment rate in Tilbury (9.2%) is almost double that of England (4.7%). Unemployment is particularly salient among men and young people from 16 to 24 years-old.

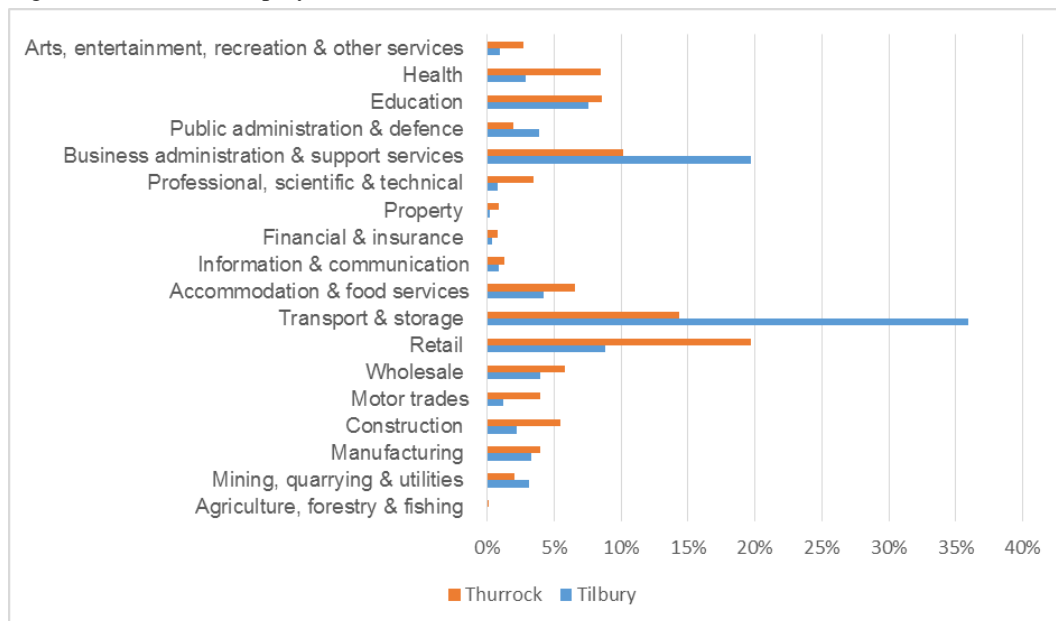
Thurrock CLLD Strategy underlines that in order for the employment rate in Tilbury to match the employment level in England, an extra 402 people would need to access employment, based on current population levels. To reach the Thurrock level, 749 additional employment opportunities would need to be filled by Tilbury residents. In 2016, there were 787 more jobs than employed residents in Tilbury. This suggests that people living outside Tilbury fill a number of jobs linked with Port activities. This is very likely to be due to an inability for local residents to access those opportunities (figure 5).

This suggests that demand rather than supply factors explain the unemployment issue in Tilbury. There are opportunities created locally, but local residents face difficulties in accessing them.

Employment in Tilbury is nonetheless highly connected to the activity of the Port. Transport & storage and business administration & support activities account for over half of all employment in the town. The third biggest sector in Tilbury is retail which accounts for around 9% of employment, far below the leading two sectors. There are low levels of employment across a range of other sectors including financial and insurance services, health services, education and public administration (see Figure 3). These employment levels across Tilbury are reflective of the low skill and qualification levels amongst the study area population.

In Thurrock, the concentration of transport and storage, and business administration & support employment are smaller, however these two sectors persist as two of the top three employment sectors in the region. They are responsible for 24% of all employment opportunities in Thurrock. This suggests that Tilbury is reflective of Thurrock generally, with port activity central to the employment vitality of both Tilbury and the broader region.

Figure 3. Sectors of Employment 2016



Source: ONS, Business Register and Employment Survey (2016).

2.4 Skills

Qualification levels in Tilbury are notably inferior to those across the other spatial scales. In Tilbury town, 26% of the labour force has no qualifications compared with 21% in Thurrock, 19% in Essex and 18% in Kent.

Additionally, the percentage of the population who have obtained qualifications equivalent to higher education degrees or certificates (Level 4) are notably lower in Tilbury than the surrounding region. In Tilbury, approximately 9% have achieved Level 4 qualifications, whilst around 14%, 19% and 20% have achieved this level of qualification in Thurrock, Essex and Kent respectively.

Figure 4. Tilbury education levels

| Highest level of qualification | Tilbury Town (%) | Thurrock (%) | Gravesham (%) | Essex (%) | Kent (%) |
|----------------------------------|------------------|--------------|---------------|-----------|----------|
| No qualifications | 25.9 | 20.7 | 24.4 | 19.4 | 18.1 |
| Level 1 qualifications | 13.9 | 14.2 | 16.4 | 13.1 | 11.8 |
| Level 2 qualifications | 11.8 | 13.7 | 17.0 | 14.0 | 13.6 |
| Apprenticeship | 1.9 | 2.7 | 4.3 | 3.1 | 3.1 |
| Level 3 qualifications | 6.5 | 8.5 | 11.1 | 9.4 | 9.9 |
| Level 4 qualifications and above | 9.3 | 13.6 | 20.0 | 18.7 | 19.9 |
| Other qualifications | 4.8 | 4.8 | 7.0 | 3.6 | 4.1 |

Source: ONS Census (2011)

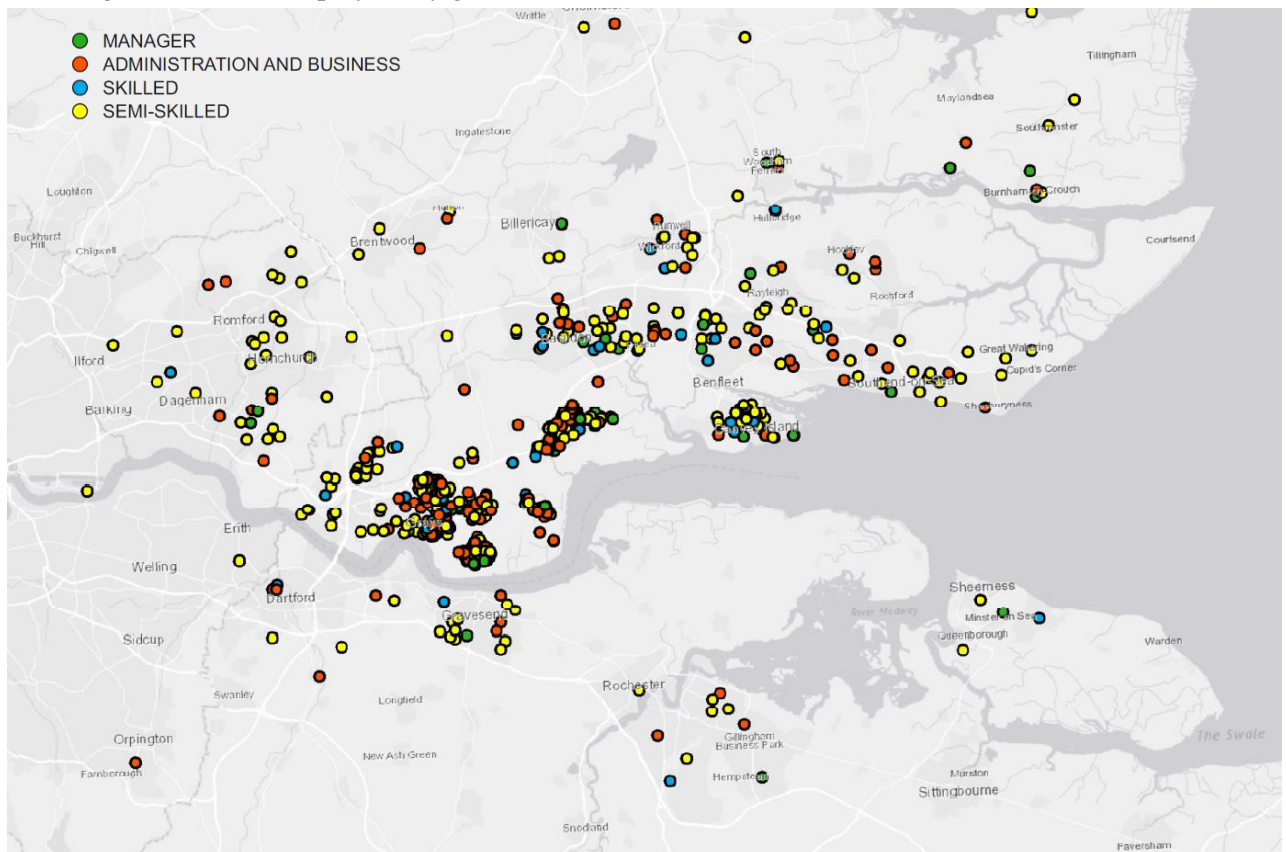
With respect to PoTLL direct employment at the Port of Tilbury (2017), which stands at around 649 Full Time Equivalents (FTE), the skill area breakdowns are as follows⁷:

- Managers – 10%
- Administration & Business roles – 30%
- Skilled roles – 7%
- Semi-skilled – 54%

As can be seen from Figure 5, these employees travel to work from a wide range of locations. The majority of employees come from the local/Essex area, with notable numbers also based in Kent, London and the South East more generally. The map illustrates that there is no discernable pattern in terms of settlement, direction or distance for the grade or seniority of staff.

⁷ Consultation with PoTLL (2017)

Figure 5. PoTLL employees by grade and location of residence (2017)



Source: Arup, based on PoTLL data (2017)

2.5 Conclusion and implication for the strategy

The baseline assessment has identified that the local employment market has a skills mismatch, especially in Tilbury town. The Port generates many employment opportunities locally, but the local population might face difficulties in accessing them, partly due to its lower average skills and qualifications level.

Transport and storage is indeed the most important sector by employment volume in Tilbury when looking at business employment statistics (Figure 3), reflecting the importance of the Port economy and related or attracted sectors. It is also the fastest growing sector locally, with one of the highest increases in its businesses base.⁸

This skills and sectoral baseline position is why, as detailed in the next chapter, PoTLL's past initiatives and local engagement have focused on increasing the chances of the local population to reach opportunities of this growing sector, notably through direct employment opportunities at the Port.

In the future, PoTLL's strategy will build upon successful past achievements and follow a similar direction. PoTLL is dedicated to continuing to have a positive impact on the local labour market as the Port expands, and will target specific groups to overcome barriers to accessing employment opportunities. In order to ensure PoTLL has a significant and beneficial impact on local employment,

⁸ Thurrock Community-Led Local Development (CLLD) Strategy (2016).

PoTLL will have to continue to adapt its skills and employment strategy to reflect a changing employment market influenced by technological, demographic and economic trends. In the future, employment is likely to be constrained by the impact of technological change on reducing the demand for a certain type of skills and jobs, whilst at the same time creating new types of jobs and roles. As people, including current PoTLL employees, tend to live and work longer, the workforce replacement rate is also likely to slow down. For the SES, technology and replacement rate issues are reflected in the push to upskill people not only at the point of entry, but also on a continual basis driven by business need. Finally, PoTLL will also have to deal with a growing pressure from the London employment market, which is attracting a number of skilled workers from Essex and is forecast to grow in the future.

3 Current employment and skills initiatives

PoTLL has always been active in maintaining a strong connection between the Port industry and the surrounding area. PoTLL strives to provide a stable employment base in Thurrock and continually meet the needs of their community, particularly in deprived areas. To maintain this commitment, PoTLL relies on a clear local employment and skills strategy with a complementary approach focusing on opportunity, development and awareness.

3.1 Approach

PoTLL maintains a genuine commitment to embed itself as a vital part of the community of Tilbury, and to work as hard as possible to ensure that it delivers maximum benefit for the people of Tilbury and wider South Essex. PoTLL particularly targets young people, those who face barriers in accessing work, and the long-term unemployed in the local area. To achieve these objectives, PoTLL focuses on three key objectives:

1. creating local employment opportunities;
2. training and developing local skills through building strategic alliances with FE providers supportive of curriculum design and delivery; and
3. developing a sense of local connection through community awareness programmes.

PoTLL also aims to increase the diversity of its workforce by paying specific attention to including women in its various initiatives and programmes, and promoting equal employment opportunities for disabled candidates.

3.1.1 Local employment opportunities

A primary commitment of PoTLL as a business is to provide meaningful employment for the local community. By targeting the marketing and acquisition of talent for apprenticeships, traineeships, internships and work placements towards the local community of Tilbury, PoTLL is able to employ a significant portion of its entry-level workforce locally across various sectors of its business.

While entry level employment opportunities are a key strategy for targeting youth and those who have endured long-term unemployment, it is important for PoTLL not to forget populations facing key barriers to employment in the local community. This includes acknowledging the important role Ports can play in facilitating employment opportunities within the low wage economy.

PoTLL understands the important role it plays, in creating local employment opportunities, as both a direct employer as well as a connection between the community and a number of contractors who have long-term relations with PoTLL (Figure 6).

Figure 6: The Mayor of Thurrock, Councillor Tunde Ojetola, meeting two members of the the Ports' Training Academy team, Nadine Wood (L) and Natalie McCarthy (R), at a Career Fair event hold in October 2017.



Source: PoTLL

To provide an example of best practice for PoTLL partners to emulate, it is important that PoTLL continuously demonstrates and emphasises its commitment to local employment. As a result, PoTLL can encourage its contractors to follow similar strategies and engage with PoTLL in the effort to ensure a strong relationship between Tilbury Port and the local communities within the surrounding area.

3.1.2 Skill development through education and training

PoTLL believes it is critical to encourage local recruitment into a diverse portfolio of opportunities for development and training based on the circumstances and existing knowledge of the candidate. Through graduate recruitment, apprenticeships, traineeships, internships and work placements, PoTLL can offer a range of opportunities to educate and develop local talent, from a variety of entry points.

One of the earliest points of interaction involves pre-employment outreach and training. PoTLL actively endeavours to work with the local community to develop job application skills and help students and unemployed adults become prepared for potential employment opportunities.

PoTLL is committed to working collaboratively with schools to colleges throughout Thurrock and wider South Essex through a variety of initiatives to ensure programmes taught locally open up to careers related to the Port industry and that students are aware of the role of the Port in the local economy, from a

young age. PoTLL currently engage in careers fairs and events in schools both in Thurrock and in Brentwood, Castle Point, Basildon, Rayleigh, Maldon and Colchester.

3.1.3 Community awareness and sense of connection

More than a mere employer, PoTLL understands its role in Thurrock and wider South Essex as a community partner. Partnership involves maintaining an active connection and integration with its surrounding community. PoTLL understands the importance of projecting the work of Tilbury Port, its identity, and its opportunities out into the community. Moreover, PoTLL hopes to instil a sense of connection and local pride in Tilbury Port as a key component of the local neighbourhood.

Ensuring a strong connection with the community requires regular visibility across a range of platforms as well as active involvement in the educational and employment sectors. PoTLL cannot rely on its existing reputation in the community and must endeavour to continue to engage and improve its relationships with various stakeholders in its community.

3.2 Work undertaken to date and ongoing

3.2.1 Apprenticeships, traineeships, internships and work placements

PoTLL is involved with multiple ongoing apprenticeship programmes, training over 150 apprentices since 2014. Apprenticeships cover various fields of work at the Port including operations; health and safety; civil, mechanical and electrical engineering; and cruise terminal operations. PoTLL Apprenticeship programmes are implemented in conjunction with educational institutions like the Logistics Academy of East England and South Essex College, and deliver logistics and supply chain apprentices to external partners like GlaxoSmithKlein (GSK), Fujitsu, and Lockheed Martin.

Figure 7. An apprentice is controlling the volume of grain flow from the Port silos.



Source: PoTLL

In partnership with Thurrock Council, PoTLL supports the *Youth Employment Initiative (YEI)*, which focuses on targeting work experience placements for more sensitive groups of young people facing educational and personal development difficulties. This work with Thurrock Council aims to minimise the local population not in education, employment or training.

A mentoring program has also been developed in partnership with Career Ready and the Career and Enterprise Company. PoTLL's mentoring programme connects four managerial employees from the Port with individuals in the local community, and allows them to work together. These programmes provide individualised support for four local students to help them develop skills, while maintaining a strong connection with Tilbury Port as a potential future place of work. Mentoring programmes also strive to enhance diversity at the Port, by providing specific support to young women interested in careers related to the Port industry.

In conjunction with the Department for Work and Pensions ("DWP") and Jobcentre Plus, PoTLL runs traineeship programmes including the *Access 2 Logistics*, available to not only young people but also adults of all ages, and specifically the long-term unemployed. *Access 2 Logistics* ran its first iteration in 2016-2017, involving 70 trainees in the programme. The PoTLL traineeship programme, is now in its fifth year, with 75+% success rates for all age participants that complete into long-term employment with training.⁹

Work experience placements and four-week long summer internship programmes also provide an opportunity to connect local school leavers and undergraduate students with the Port. Thanks to the recruitment of students through local schools and post-secondary institutions, PoTLL can provide individuals with meaningful work experience and in return create a future recruitment pool.

⁹ Thurrock Community-Led Local Development (CLLD) Strategy (2016).

Finally, PoTLL also trains adults of all ages through their Pre-employment training scheme. This scheme developed in collaboration with the DWP and the HDS Labour supply company allowed adult job seekers claiming unemployment benefit to become work-ready for employment opportunities at the Port.

PoTLL makes the best use of social media to advertise its future programmes and opportunities, and to be able to connect to the right audience.

3.2.2 School Engagement and Education Support

PoTLL has continuously maintained an eagerness and desire to interact with educational institutions across South Essex and, as a result, currently participates in a number of different engagement initiatives.

PoTLL employees are encouraged to become governors or trustees of local educational institutions, as well as to be directly involved with local schools by running Master Classes or Mock Interview Days. During Master Classes, employees hold a session with local students discussing their career and presenting various pathways. Mock Interview Days allow students to practice interviewing with a Port colleague to develop their skills and prepare for opportunities to gain future employment. The Port are exploring opportunities to expand this initiative to schools across wider South Essex.

PoTLL maintains a specific active partnership with the Gateway Academy School in Tilbury, Essex. This partnership consists of a series of interventions including; bursaries, governorship, work experience placements, career guidance, resourcing and procurement services. The Gateway Academy School also provides specific incentives to PoTLL employees such as discounted memberships to the school gym facilities. This mutual relationship helps grow a stronger connection between the Tilbury community and the Port.

As an active employer in the community, PoTLL also participates in the 'Opportunity Thurrock' career fair for students, involving approximately 2,500 students from the surrounding area in 2017. PoTLL is committed to promoting their career opportunities locally through a variety of educational and community partners.

Understanding its role and responsibilities as an active member of the local community, PoTLL partners with Thurrock Council to sponsor educational awards recognising excellence in teaching practice.

3.2.3 Inviting in Community Members and Students

PoTLL actively arranges site visits for local student groups as well as other community organisations. These tours raise awareness of the Port sector and its importance to the local, regional and national economy.

Beyond regular tour visits, PoTLL facilitates diverse and tailored career, work experience placements, and student events at the Port. These events allow individuals under 16 years-old to learn more specifics about the Port of Tilbury, its operations, and potential pathways for their involvement in the future.

PoTLL actively promotes job opportunities in local schools, colleges and universities. PoTLL recognizes the importance of reaching out an engaging with

the workforce of the future, not only about opportunities for their involvement but also about the importance of the local Port and Logistics industry for the strength of the community.

PoTLL is proud of the key role played in the local area and is eager to share its story. PoTLL seeks to interact with a diverse range of groups and individuals from across Tilbury, Thurrock and the South Essex sub region. One example could be expanding the interaction with students through a Port logistics representative on the Essex Employment and Skills Board.

3.2.4 Impact and Recognition

PoTLL understands its commitment to the development of local skills and employment as a long-term investment for the benefit of its business and its community too.

PoTLL has been able to benefit both implicitly and explicitly from a strong relationship with its community. Employing a labour force strongly connected to the local area, investing in the development of local skills, and encouraging local awareness of the Port industry is highly valuable to PoTLL and its employees.

PoTLL has been able to invest in a broad range of individuals and initiatives, which have directly benefited the strength of its recruitment pool and the connectivity between its business and the local area.

PoTLL engagement has measurably benefitted its local community:

- Nine employees are currently governors or trustee members of local schools;
- PoTLL has recruited three full time graduates from the local area;
- Over three years PoTLL has hired 50+ employees directly from the pre-employment training programme;
- 70 people undertook phase one of the *Access2Logistics* programme with 30 of them subsequently receiving employment;
- PoTLL has managed over 100 apprenticeships since 2014; and
- 19 people have been employed throughout the traineeship programme.

As recognition for PoTLL investment in local employment & skills training and the resulting quantifiable benefits to its local community, PoTLL has received multiple recent awards.

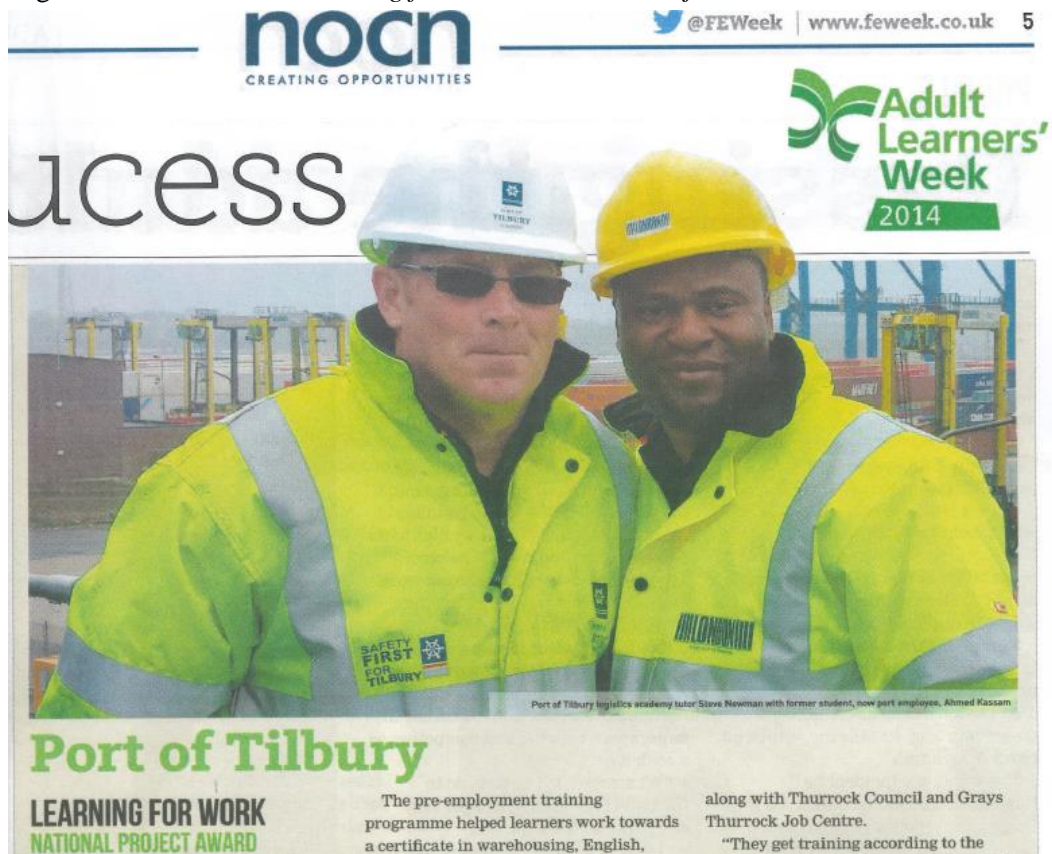
PoTLL is proud of the awards received for its engagement in favour of training and skills development in the recent years:

- The Container Industry Award in 2015
Presented to PoTLL for its exemplar Corporate Social Responsibility.
- The Herbert Crow Memorial Award in 2015
The award, which recognises significant achievements, contributions and innovation of individuals, companies and the Armed Forces, was presented to

PoTLL in recognition of the strength and success of the training academy established in 2014.¹⁰

- The ‘Learning for Work, East of England Project Award’ and ‘Learning for Work, National Project Award’ 2014¹¹
Presented in recognition of a Pre-Employment Training programme which strove to train work-ready individuals for employment opportunities at Tilbury Port.

Figure 8. POTLL 2014 *Learning for Work, National Project Award*



Source: nocn: feweek.co.uk

¹⁰ Tilbury Training Academy Wins Prestigious Award (2015)
<https://www.forthports.co.uk/media/releases/2563/Tilbury+Training+Academy+wins+prestigious+award/>

¹¹ Ixion and Port of Tilbury win National Adult Learners Week Award (2014).
<http://www.ixionholdings.com/news/article/ixion-and-port-of-tilbury-win-national-adult-learners-week-award>

4 Employment & skills strategy

The opening chapters of this strategy showed that the PoTLL is an anchor employer in the town, and already involved in a number of successful initiatives to employ and upskill the local labour force. Going forward, PoTLL is committed to remaining as active and successful in its engagement in favour of the local population skills and employment opportunities, and to maintain such a high local impact with expansion at Tilbury2.

This chapter sets out the strategy associated with development at Tilbury2. Currently, the Port supports direct on-site employment of around 649 FTE staff, and more than 8,600 jobs in total across the wider supply chain.

PoTLL will continue to invest in ensuring higher levels of local employment as the Port expands with Tilbury2.¹²

In addition to existing initiatives to support job opportunities, develop local skills and promote awareness of the Port's role in the local economy, PoTLL has developed a series of additional programmes.

In the future, skills required by the Port industry are likely to evolve as a result of the impact of technology. Many of the jobs that will exist in the future do not exist today, therefore PoTLL will have to adapt to technological change and provide flexible training programmes.

Future initiatives emphasize the long-term commitment of PoTLL to remain a key employer in the area, and recognise the potential for more employment opportunities and programmes that directly benefit the local population. This is with a particular focus on Tilbury, which was identified as an area of deprivation and unemployment by Thurrock council in the 2016 Community Led Local Development (CLLD) strategy.

4.1 PoTLL commitment for the coming years

In the future, PoTLL will pursue, extend and diversify its efforts to enhance local employment and develop an enhanced skill base among the local population.

While ongoing schemes are described in section 3.2, PoTLL is confident that its impact on skills and employment will grow thanks to its willingness and desire to collaborate with local authorities to maintain a strong relationship.

PoTLL's partnership with the local community is ongoing, and the Port maintain an active interest in building and developing this relationship moving forward. As a result, PoTLL is the main business partner in the Thurrock CLLD Strategy. The strategy seeks to acquire £3 million of funding from the European Structural and Investment Fund to support local development initiatives and the regeneration of Tilbury town over the coming decade. PoTLL's commitment to collaborate with local council and civic groups to develop the CLLD is representative of the long-term investment and interest in the strength and prosperity of the surrounding community.

¹² 'local employment' for this purpose is defined as jobs taken up by people living in the district of Thurrock.

In 2018, PoTLL will promote the *Year of the Engineer* in coordination with the Department of Trade and Industry. PoTLL will be sponsoring this scheme through mentoring activities and publicity targeting 7 to 16 years-old. PoTLL aims to encourage more young people to engage with engineering principles and pursue engineering qualifications at school and college. Encouraging young people to view engineering as a viable career choice is a generational investment that can bring transformational benefits to the local area over the coming decades.

Looking forward, PoTLL's future aims are to provide support and awareness about Port-related employment opportunities to key identified groups. As part of PoTLL *Attention 2 Logistics* initiative phase two, which will launch in 2018 and continue through to 2021, PoTLL will provide new training opportunities specifically for local military veterans and their families. This programme will provide this group of people with a better understanding of the Port economy and will seek to open up opportunities for them to integrate and find employment. Partners involved include the Tilbury-on-Thames Trust, the Royal British Legion and the Armed Forces.

Having focussed outreach programmes for local military veterans and families allows PoTLL to ensure it is employing a diverse local workforce with representation from populations who may typically be met with increased barriers to work. The Port is aware of the makeup of the community around it and wishes to help meet its needs.

In the future, PoTLL will not only diversify and tailor its initiatives to new target populations, but also develop innovative ways to reach existing groups of people it currently focuses on. This is with a particular interest in how PoTLL engages with students across South Essex and Gravesham. PoTLL is thinking innovatively about how it can best engage local schools and other social enterprises. In 2018, PoTLL wishes to promote the Port activities and jobs to local teachers and tutors so that they, on PoTLL's behalf, pass on useful information to their respective students. This will be through its recruitment and community outreach channels (outreach such as careers advice/fairs, mock interviews for students and school visits/work experience) and through its engagement with the learning community, (those items mentioned previously, but also PoTLL's role liaising with and, in some cases, acting as a governor of schools).

From 2018 onwards, PoTLL will also launch simulator workshop sessions. PoTLL will collaborate with the Tilbury-on-Thames Trust and CM Labs to organise visits to the new *Learning Technology Centre* where students and local visitors can experience the Port's crane simulator. With this technology, PoTLL aims to broaden the local awareness of the Port environment, and the advanced equipment used to train people in the Port sector and promote the Logistics sector. These technological advancements will also support existing initiatives undertaken in partnership with Career Ready to engage with schoolteachers, and 'influence the influencers'.

4.2 Local Employment commitments

Net additional PoTLL employment accounts for around 1,126 FTE employees, and net additional on-site tenant/operator employment accounts for around 2,311 FTE employees. Net additional off-site employment accounts for around 1,079 FTE employees. The total employment effect of the Port of Tilbury at a regional

level is therefore estimated to support around 8,628 FTE jobs. About 57% of PoTLL employees currently live within the Thurrock local authority area.

The expansion of Tilbury Port will support and sustain existing employment, create more jobs and further embed PoTLL as a driver of economic growth and regeneration both locally within Thurrock and within the broader South Essex and Gravesham sub region.

This Skills and Employment Strategy recognises the importance of promoting accessibility of employment opportunities. More information in relation to physical accessibility to employment opportunities at Tilbury2 is provided within the Active Transport Strategy which, alongside the Framework Travel Plan, sets out employee and freight movement plans.

4.2.1 Operational employment commitments: PoTLL

The Outline Business Case (OBC) shows that the Tilbury2 proposal could lead to 527 to 868 additional operational employment FTEs.¹³ PoTLL's objective is to maintain the proportion of direct, on-site employment going to local residents with the expansion. PoTLL therefore aims to employ about 300 to 495 additional employees from the local area during the operation phase of Tilbury2.

To do this, PoTLL will commit to:

- work with Opportunity South Essex¹⁴ to establish a local jobs brokerage service through which all job vacancies will be advertised first before being advertised regionally or nationally;
- provide a guaranteed interview to any of the following groups that meet the minimum job requirements:
 - local job applicants;
 - applicants that self-identify as disabled under the Disability Discrimination Act;
- monitor and report performance against objectives to Thurrock Council and to collate and report on progress made by tenants, contractors and suppliers; and
- support the veteran military community into employment and training.

¹³ According to Tilbury2 Outline Business Case (27 September 2017) Tilbury2 is estimated to support an additional 527 FTE over Tilbury1 Max and Tilbury2 UK Plc is estimated to support an additional 868 FTE over Tilbury1 Max.

¹⁴ Opportunity South Essex is part of the structure of the South East Local Enterprise Partnership (SELEP) to achieve ambitious growth plans

4.2.2 Construction employment and future capital work sub-contracting

The OBC shows that Tilbury2 proposal could produce 218 to 266 additional construction FTEs.¹⁵ PoTLL's objective is to maintain the proportion of direct, on-site employment going to local residents with the expansion. For this reason, PoTLL aims to employ 125 to 152 additional employees from the local area for the extension construction phase.

As the expansion project may require specialist and highly-skilled civil engineering contractors, opportunities for new work entrants and apprenticeships may be limited. However, PoTLL will be seeking to engage with local schools, colleges and universities to use the Tilbury2 project as an opportunity for further connection and investment in the local community. Visits and sharing information on the ongoing expansion of Tilbury Port will provide an early opportunity to get local children and young people involved with and interested in the future of the Port.

PoTLL will work with contracting firms to help them align with the objectives of the local employment and skills strategy.

PoTLL will encourage the lead contractor to use credible evidence of previous successful delivery of local employment and apprenticeship opportunities as a decision making factor in the procurement process. PoTLL will also require the lead contractor to monitor its own progress, and that of their sub-contractors, reporting (to PoTLL) progress in achieving their own objectives.

4.2.3 Tenants

For tenants of the Port, where PoTLL is not directly responsible for employment but the jobs are located within the Port's operational area, PoTLL will work with its customers to employ local people where possible. PoTLL will help them to advertise job vacancies locally first via the social media platforms such as the Opportunity Thurrock Facebook page and the Opportunities South East site. PoTLL will also encourage tenants to participate where possible in PoTLL's local job brokerage scheme.

The Outline Business Case sets out the likely employment generation both within the Port itself and across the wider supply chains. As set out in paragraph 3.30, there is likely to be increased supply chain activity, and that job creation in the Port will contribute to footfall in local businesses. The impact of this is that it could create new business opportunities. This effect (manifested through wage expenditure by direct and indirect employment) is part of the induced employment effect.

As set out in the Appendix, which follows this section, the Port currently supports a number of ongoing skills and employment initiatives across the local

¹⁵ According to Tilbury2 Outline Business Case (27 September 2017) it is estimated that the Tilbury2 development proposal could sustain temporary construction employment equivalent to 266 FTE permanent jobs. The additional construction employment of 48 FTEs in the Tilbury2 UK plc scenario represents the employment that would come from outside of the South East, East of England, and London area to work on the development.

community. The Appendix (Section 5) sets out current and ongoing initiatives supported by the Port in promoting links with educational institutions, developing careers in the logistics sector and overcoming barriers to employment opportunities. PoTLL is keen to maintain a similar positive level of impact as the Port expands, while targeting specific groups as set out in Section 4.2.1.

As shown in the Appendix, the Port supports a number of key areas of work, which it seeks to encourage across tenants. These include, but are not limited to, the following:

- Building communities' local awareness of the Port environment and the technology used to train people in the Port sector.
- Apprenticeships and supported traineeships targeting 'harder to reach' groups, supporting young people facing educational and personal development difficulties.
- Raising awareness among local schools and educational institutions.
- Work experience placement programmes to provide on-the-job work experience for young people.
- Mentoring to support young people looking to make a career in the Port and Logistics sector.

Whilst it is difficult to forecast the behaviour of individual tenants, the Port will commit to continuing to work with the future supply chain to encourage 'good neighbour' behaviour, such as providing local employment and training opportunities, and supporting local businesses where possible. The Port will engage with its tenants and customers to encourage this good practice throughout the supply chain, and will commit to the following:

- **Engage proactively with tenants, contractors and other relevant organisations to promote and support their involvement in local employment and training initiatives.**
- **Facilitate contractors in taking on employees locally, and use local businesses.**
- **Facilitate tenants and customers in supporting local young people in accessing careers in the logistics industry.**
- **Facilitate a shared forum with Thurrock Council, Gravesham Borough Council, the Essex Employment and Skills Board and Port tenants and customers to encourage a joined up approach with wider initiatives across the authority.**

The shared forum would provide an interface between PoTLL, Port tenants and customers, and the public sector. It would help the Port to reach out across its employment catchment to promote its employment opportunities. It would help the public sector to promote their training, skills and similar initiatives. Examples of initiatives, which authorities have suggested could be considered by the forum, include efforts to encourage employers to work more intensively with schools, and ways in which accessibility of jobs for young people can be improved, including through placements and providing career mentoring. In addition, the Forum could work to support tenants in becoming disability confident employers,

helping to make the most of the opportunities provided by employing disabled people¹⁶.

The Port is aware that the forum, in striving to be as effective as it can, will need to be aware of the extent to which it is influencing employment, training and related interventions. To support this, the Port will commit to:

- **Monitor and report the number of apprenticeships, proportion of local employment and training initiatives undertaken by tenants and customers.**
- **To review initiatives in light of findings.**

The Port will collect and collate information on employment, training and related interventions. The Forum will use this information to review and collectively identify actions to improve performance against these indicators. A formal review will take place on an annual basis (suggested as a standing agenda item).

The Forum will review and report on a range of indicators. These may include, but are not limited to, the following:

- Percentage of local people employed (FTE) on contract.
- Number of local school and college visits throughout the year (e.g. delivering careers talks, curriculum support, literacy support, and safety talks).
- Number of employees (FTE) taken on who are long term unemployed¹⁷.
- Number of employees (FTE) taken on who are rehabilitating young offenders (18-24 years).
- Number of meaningful work placements (6 weeks or more) that pay National Minimum Wage or National Living Wage, according to eligibility.
- Number of employees taken on who are NEET¹⁸.
- Number of jobs (FTE) for people with disabilities.
- Number of sessions dedicated to supporting unemployed people into work by providing career mentoring, including mock interviews, CV advice and careers guidance (24+ years).

The findings of the review will inform the future agenda and key priorities for the Forum. This will ensure that opportunities for employment, training and community engagement across the Port, and its tenants and customers, are promoted in conjunction with public sector partners where appropriate. Over time, the indicators can be varied to keep pace with relevant issues and new projects and programmes.

¹⁶ Department for Work & Pensions, Disability Confident: list of employers that have signed up (2016)

¹⁷ Unemployed one year or longer

¹⁸ Not in employment, education or training

4.2.4 Suppliers

For PoTLL suppliers that are involved in direct employment on the Port premises, PoTLL will commit to ensuring these contractors understand the local employment & skills strategy as a key component of the procurement process. This will involve the inclusion of appropriate references and/or the SES itself within relevant procurement paperwork. PoTLL will also encourage suppliers to monitor and report progress in achieving their own objectives.

5 Appendix: PoTLL skills and employment (current and ongoing initiatives)

| Initiative type | Initiative name | Description | Objective | People targeted | Timescale | Partners involved | Outcome / Impact |
|----------------------|--|--|---|--|--|---|--|
| 1 Skills development | "Access2Logistics" | Awareness and training. Traineeships opening up to contract employment opportunities. | Develop local people's awareness of the Port and of Port operations with an opportunity to take on employment with contractor HDS (labour supply agency). | Local people incl. generational unemployment, people further s t from jobs market. | Three Programme Jan 2016 - Mar 2017 | Department for Work and Pensions (DWP) Jobcentre Plus | Approx. 70 people went through, and 30 of them subsequently got jobs, some on-port, some off-port. |
| 2 Skills development | "Attention to Logistics" (Veterans) | Awareness and training for veterans and their families opening up to employment opportunities on and off the port. | Give opportunity to be aware of the port, to integrate into local civilian life, provide opportunity for employment. | Aimed at local military and emergency services families. | 2018 - 2021 | Tilbury-on-Thames Trust Royal British Legion Armed Forces | |
| 3 Schools Strategy | Gateway Academy | Series of supporting interventions including Career Guidance, HR Support, Bursaries, Governorship, Work experience placements Etc. | To raise awareness of the Logistics industry and career opportunities | | On-going | Gateway Academy School | Building and strengthening the relationship between the school and the port. |

| Initiative type | Initiative name | Description | Objective | People targeted | Timescale | Partners involved | Outcome / Impact |
|----------------------|--|---|---|---|-----------------|--|--|
| 4 Skills development | Traineeships | 12 week trainee programme | Develop functional and employability skills providing opportunities to work in the port. | Local young people (18 to 24 years old) | 2014 - On-going | Department for Work and Pensions (DWP) | 19 Employed throughout the port. |
| 5 Skills development | Youth Employment Initiative (YEI) | Apprenticeships targeting more sensitive groups. | Open up work experience to award to reach young people i.e.; young people facing educational and personal development difficulties. | Local young people (18 to 24 years old) | On-going | Thurrock council | Supporting Thurrock council to minimise those not in Education Employment or Training. |
| 6 Skills development | Apprenticeship Programmes | Port Operations, Civil, Mechanical and Electrical engineering, Health and Safety, Cruise apprenticeships. | Alternative route to employment whilst undertaking learning. | All age groups | On-going | Logistics Academy East of England (LAEE) Academy of Learning South Essex College | 100 Apprentices since 2014 with further recruitment ongoing. |

| Initiative type | Initiative name | Description | Objective | People targeted | Timescale | Partners involved | Outcome / Impact |
|----------------------|----------------------------------|---|--|---|----------------|--|---|
| 7 Skills development | LAEE Apprenticeships | Delivery of Supply Chain Apprenticeship to external organisations. | Supporting young people into Logistics careers. | Logistics sector organisations | On-going | Glaxo-Smith-Kline Fujitsu Mueller Wiseman Astra Zeneca Co-Op Retail Logistics Lockheed Martin | 50 Learners successfully achieved their apprenticeship. |
| 8 Awareness | Simulator Visits | Visit the new learning technology centre to experience the port's crane simulator. | Building communities' local awareness of the Port environment, and the technology used to train people in the Port sector. | Local communities | 2018 - Onwards | Tilbury-on-Thames Trust CM Labs | Community engagement. |
| 9 Awareness | Port visits & Tours | The Academy offers tours, events and presentations for schools, colleges and universities and other external organisations. | Raising awareness of the Port sector and its importance to the local, regional and national economy. | Schools, colleges, universities and other organisations | On-going | LAEE / Port of Tilbury | Providing educational visits. |
| 10 Awareness | School Educational Visits | The academy welcomes under 16's for school tours, career events and presentations. | Raise awareness among local school pupils. | Local schools | On-going | LAEE / Port of Tilbury | Engaging a potential recruitment pool. |

| Initiative type | Initiative name | Description | Objective | People targeted | Timescale | Partners involved | Outcome / Impact |
|-----------------------|---|---|--|-----------------------------------|-----------|--|---|
| 11 Skills development | Work experience placements | Work experience placement programme with local schools for non-operational areas. | To provide on-the-job work experience for young people. | Local students | On-going | Local schools | Raising aspirations and support POTLL community engagement. |
| 12 Awareness | Career opportunities & promotion of the port | Promote job offers to schools, colleges, universities and local authorities. | To help resource the existing business and future potential using social media, local job sites, Job Centre Plus and other connections with the local and regional community networks. | Local and regional population | On-going | Local schools, colleges and universities. Local and regional authorities Community interest groups Career Ready Etc. | Reaching out and engaging with potential workforce of the future. |
| 13 Skills development | Summer internships programs | Four weeks long Ports and Logistics internships. | To provide work experience placements. | School leavers and undergraduates | On-going | Local schools and universities. | Engaging a potential recruitment pool. |

| Initiative type | Initiative name | Description | Objective | People targeted | Timescale | Partners involved | Outcome / Impact |
|-----------------------|--|---|--|----------------------|-------------|--|--|
| 14 Skills development | Mentoring | Mentoring with Career Ready and the Career and Enterprise Company (Thurrock Council) to provide mentoring support for young people. | Supporting young people looking to make a career in the Port and Logistics sector. | Local students | On-going | Career ready Career and enterprise company and their network of schools. | Four managers currently mentoring four young people attending college. |
| 15 Strategy | Community Led Local Development Strategy (CLLD) | Port is the main business partner in a local community grouping seeking funding for local initiatives. | To win £3m of funding to support CLLD initiative. | Local Tilbury people | 2018 - 2021 | local council Tilbury community groups | Support the regeneration of Tilbury Town. |
| 16 Awareness | School master classes | Sending employees into schools to hold a session on career path that permit to engage with young people before they take their options. | Career guidance. | School pupils | On-going | local schools Career Ready | Engaging a potential recruitment pool. |
| 17 Skills development | Mock interview days | Sending Port colleagues to schools to do mock interviews with students. | Provide employability skills. | School pupils | On-going | local schools, and schools across wider South Essex | Helping young people gain employment. |

| Initiative type | Initiative name | Description | Objective | People targeted | Timescale | Partners involved | Outcome / Impact |
|-----------------|----------------------------------|--|--|-------------------------------------|-----------|----------------------------------|---|
| 18 Awareness | Opportunity Thurrock | Schools careers fair run by local council hosted by London International Cruise Terminal. | Showcasing local business and education opportunities in the local area to approximately 2,500 people bussed into the Terminal | Local Authority | Annually | local council | 2,500 Young people participated in 2017. |
| 19 Awareness | School governors | Strategy across POTLL to encourage governors - development tool for managers. | Bringing schools and business together. | Port of Tilbury Employees | On-going | Local schools and colleges | Nine employees are currently governors or trustees of local schools and colleges. |
| 20 Awareness | Year of the Engineer | Sponsoring the Year of the Engineer through mentoring, publicity. | To encourage more young people to study for engineering qualifications at school / college with a view to engineering as a career of choice. | 7 to 16 year-olds | 2018 | Department of Trade and industry | Growing the engineering population. |
| 21 Awareness | School teacher engagement | Promotion of Port activities and jobs to local teachers and tutors, so that they can pass on useful information to students. | Influence the influencers. | School / College teachers / tutors. | 2018 | Career Ready Local Authorities | Influencing career choices. |

| Initiative type | Initiative name | Description | Objective | People targeted | Timescale | Partners involved | Outcome / Impact |
|-----------------------|--------------------------------------|--|---|--|-----------|---------------------------|--|
| 22 Skills development | Graduate recruitment programs | Graduate opportunities in the Port and Logistics sector. | Recruit graduates to Forth Ports and the Port of Tilbury. | College / University graduates / Post Graduates. | On-going | Colleges and Universities | 16 currently recruited since 2015 including three from local area. |

Appendix 4

ACTIVE TRAVEL MEASURES

SCHEDULE OF WORKS WITHIN DCO BOUNDARY

SUBJECT TO THE PROTECTIVE PROVISIONS OF THE HIGHWAYS AUTHORITY

Table 1

| 1. Plan reference | 2. Details of works | 3. Notes and timing of construction |
|-------------------|---|---|
| 1. | Shared cycleway footpath along infrastructure corridor. | Provided for in the Order as part of Work No. 9. To be constructed within 12 months of completion of the road built pursuant to that Work. |
| 2. | Closure of footpath 144 (and at-grade crossing). | Provided for in the Order as part of Schedule 4 Part 2. To be completed within 12 months of completion of the road built pursuant to that Work. |
| 3. | 3m shared path from Brennen Road to Fort Road overbridge. | Provided for in the Order as part of Work No. 10. To be constructed within 12 months of completion of the road built pursuant to that Work. |
| 4. | New toucan Crossing on Ferry Road. | To be constructed as part of Work No. 9. To be constructed within 12 months of completion of the road built pursuant to that Work. package. |
| 5. | Resurfacing of FP146 along the river frontage within DCO boundary. | To be constructed in accordance with articles 10 and 12 within 6 months of the date of the First Operation of the Development. |
| 6. | Diversion of FP146 on riverfront to achieve 2m clearance under existing and proposed bridge structures. | To be constructed in accordance with articles 10 and 12 within 6 months of the date of the First Operation of the Development. |

ACTIVE TRAVEL MEASURES

SCHEDULE OF WORKS OUTSIDE DCO BOUNDARY¹

SUBJECT TO APPROVAL THROUGH ACTIVE TRAVEL MEASURES DETAILS

Table 2

| 1. Plan reference | 2. Details of works | 3. Notes and timing of construction |
|-------------------|--|--|
| 7. | <p>FP144 from Infrastructure Corridor to Fort Road and FP146 from Fort Road to Worlds End Pub.</p> <p>Works to include: footpath resurfacing, replacement of chicane gate at Fort Road, crossing improvement at Fort Road and improvement of gate at Worlds End pub.</p> | <p>Details to be agreed as part of Active Travel Measures Details.</p> <p>To be completed within 6 months of the date of the First Operation of the Development.</p> |
| 8. | <p>FP146 from Bill Mellroy Creek to Fort Road.</p> <p>Works to include: footpath resurfacing and replacement of substandard stile.</p> | <p>Details to be agreed as part of Active Travel Measures Details.</p> <p>To be completed within 6 months of the date of the First Operation of the Development.</p> |
| 9. | <p>Resurfacing of FP146 from Bill Mellroy Creek eastwards to DCO boundary (links to item 5) and removal of welded gate.</p> | <p>Details to be agreed as part of Active Travel Measures Details.</p> <p>To be completed within 6 months of the date of the First Operation of the Development.</p> |
| 10. | <p>Resurfacing of Worlds End Car park / shared space.</p> | <p>Details to be agreed as part of Active Travel Measures Details.</p> <p>To be completed within 6 months of the date of the First Operation of the Development.</p> |
| 11. | <p>ASDA roundabout pedestrian and cycling improvements, both within and outside the Order boundary, including:</p> <ul style="list-style-type: none"> - Improvement works to enhance safety and security of pedestrian route under ASDA | <p>Works within the Order boundary at the roundabout provided for in the Order as part of Work No. 11.</p> <p>Works outside the Order boundary to be agreed as part of Active Travel Measures Details.</p> <p>All works to be completed prior to First Operation of the Development (works to be undertaken in</p> |

¹ with the exception of items 11 and 13 which apply to works both within and outside the Order Boundary

| | | |
|-----|--|--|
| | <p>roundabout linking.</p> <ul style="list-style-type: none"> - Improvements to grade crossing facilities on St Andrews Road and Dock Road arms of the ASDA roundabout. | <p>association with ASDA roundabout mitigation scheme).</p> |
| 12 | <p>Enhance existing uncontrolled cycle crossings on Ferry Road.</p> | <p>Details to be agreed as part of Active Travel Measures Details.</p> <p>To be completed within 6 months of the date of the First Operation of the Development.</p> |
| 13. | <p>Waymarking scheme throughout area with locations as indicated on the Active Travel Plan (whether within or outside the Order boundary).</p> | <p>Details to be agreed as part of Active Travel Measures Details.</p> <p>To be completed within 6 months of the date of the First Operation of the Development.</p> |