

Tritax Symmetry (Hinckley) Limited

**HINCKLEY NATIONAL
RAIL FREIGHT INTERCHANGE**

**The Hinckley National Rail Freight
Interchange Development Consent Order**

Project reference TR050007

**SoCG between the Applicant and Network Rail
Infrastructure Limited [signed]**

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AGREED FINAL VERSION 07

Planning Act 2008

TRITAX SYMMETRY (HINCKLEY) LIMITED

**PROPOSED HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE
OFF M69 JUNCTION 2, LEICESTERSHIRE**

**Statement of Common Ground between
Tritax Symmetry (Hinckley) Limited and Network Rail Infrastructure Ltd
Version 08**

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**PROPOSED HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE
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1. INTRODUCTION

Parties to this Statement of Common Ground

- 1.1. This Statement of Common Ground is between the applicant Tritax Symmetry (Hinckley) Limited ('TSH') and Network Rail Infrastructure Limited ('Network Rail').

Purpose of this Statement of Common Ground

- 1.2. The purpose is to inform the Secretary of State through the Planning Inspectorate (as the responsible agency) of the parties' common ground in relation to the Application for a new strategic rail freight interchange (SRFI) on land east of Hinckley, in Blaby District in Leicestershire.
- 1.3. Network Rail is the owner and infrastructure manager of most of the railway network in Great Britain, including the Strategic Freight Network ('SFN') and the mainline between Leicester and Hinckley to which the subject scheme will be connected by rail.
- 1.4. Network Rail adopts a consistent basis of approach in assessing SRFI proposals covering:
 - 1.4.1. the strategic alignment of the proposed terminal with wider rail freight strategic objectives from a rail industry perspective including siting an SRFI at the proposed location.
 - 1.4.2. the viability of connecting the internal SRFI rail network (reception lines, loading/unloading lines and all ancillary rail facilities) to the Network Rail network. This includes the impact of the terminal on affected level crossings on the Leicester to Nuneaton railway line.
 - 1.4.3. a statement of indicative capacity on the connecting network to support the planned level of train service movements/day.
- 1.5. Network Rail also has an asset protection role in managing changes to its network and protecting the railway regarding developments over, under and alongside its infrastructure.
- 1.6. As the owner of a railway and the associated railway estate, it has to operate within its Network Licence conditions set in the public interest by the Office of Rail and Road (ORR), as its statutory regulator. This includes complying with the ORR's land policy disposal conditions.

- 1.7 This Statement of Common Ground sets out the agreed position in relation to the above. It also sets out the matters which will be resolved in detail in accordance with the ORR's requirements for Network Change in the usual way, once an SRFI has been approved and is being developed.

2. NETWORK RAIL SUPPORT FOR THE SCHEME

- 2.1 In December 2023 the Government announced the Rail Freight Growth Target at a minimum 75% of net freight tonne kilometres (payload moved). This is predicated on being achieved with limited public sector funding through capacity and constraint interventions; and mostly private sector investment in SRFI's and Intermodal Rail Freight Terminals, with a considerable growth in access to rail served warehousing.
- 2.2 HNRFI connects into the gauge cleared Strategic Freight Network ('SFN') cross country route from Felixstowe to the West Midlands and connections into the West Coast Main line at Nuneaton. This has important connectivity benefits for the movement of deep-sea container traffic to and from Felixstowe, London Gateway and Liverpool, as well as other ports, including for the growing short-sea containerised traffic market.
- 2.3 The SFN programme is intended to enhance the capability of key UK rail freight routes to support the movement of longer and heavier freight trains and supports Government freight mode shift objectives.
- 2.4 For rail intermodal mode shift and growth forecasts to be achieved there needs to be investment in high quality inland terminals in key regional locations. Increasingly, private sector promoters are developing such terminals. The benefits of this investment are evidenced by accelerated levels of rail traffic growth to/from these terminals.
- 2.5 Network Rail is therefore satisfied that, strategically, the Hinckley proposal, if consented, will support Government and rail industry targets for intermodal rail freight growth and delivering freight mode shift from road to rail.

3. BACKGROUND

3.1. Network Rail's Responsibilities

Ref.	Matter agreed	Record of Agreement
1.	Network Rail, through its Licence Condition obligations, has a balancing duty of care to support the promoter's development whilst at the same time ensuring that the proposed development does not compromise both Network Rail's wider network stewardship obligations and the contractual rights of other users of the network.	Agreed
2.	<p>A technical evaluation of the proposals has been carried out, including assessing:</p> <ul style="list-style-type: none"> a. Strategic fit b. the viability of connecting the terminal to the Network Rail network. c. Affected level crossing assessments. d. An assessment of indicative network capacity to support the proposed level of train movements. 	Agreed

3.2 The Strategic Freight Network

3.	Great British Rail Transition Team Ltd (GBRTT), formed by the DfT, have undertaken a comprehensive analysis of the potential to grow rail freight, following a Call for Evidence in July 2022. The conclusion to that work was announced on the 20 th December 2023 and is now imbedded in the Government's policy, to grow rail freight by at least 75% measured in net freight tonne kilometres (being payload, not simply train movements). The development of privately funded SRFI's is recognised as key to delivering on this target.	Agreed
4.	The Strategic Freight Network programme is intended to enhance the capability of key UK rail freight routes to support the movement of longer and heavier freight trains and supports Government freight mode shift objectives.	Agreed

Ref.	Matter agreed	Record of Agreement
5.	For rail intermodal mode shift and growth forecasts to be achieved there needs to be investment in high quality inland terminals in key regional locations. Increasingly, private sector promoters are developing such terminals. The benefits of this investment are evidenced by accelerated levels of rail traffic growth to/from these terminals.	Agreed
6.	The scheme also connects into the gauge cleared Strategic Freight Network cross country route from Felixstowe to the West Midlands and connections into the West Coast Main line at Nuneaton which has important connectivity benefits for the movement of deep-sea container traffic.	Agreed
7.	Having satisfied itself in a strategic context Network Rail has entered into a Basic Services Agreement with the promoter to support development of the rail works (excluding the internal rail terminal itself) in support of the promoter making an application via the NSIP process for a DCO to develop and build the terminal. This Agreement was entered into in December 2020.	Agreed

4. DETAILED ISSUES

4.1 Connection and Earthworks

8.	The proposal is to provide two 775m terminal sidings with a turnout at each end onto the main down line on the Leicester-Nuneaton route, along with associated trap points. This layout is considered to be acceptable and is standard for a freight terminal connection onto the network.	Agreed
9.	Some earthworks are necessary to provide a level platform for the loading/unloading terminal because the existing main line lies on a rising gradient (east to west). As such the entry line to the terminal from the east end connection will be on a rising gradient as will the exit line between the terminal and the west end connection.	Agreed
10.	There will be a need for earthworks on the Network Rail/ terminal boundary which will need to tie in with and not compromise the earthworks on the Leicester – Nuneaton line. This will be dealt with through a Development Agreement and an Asset Protection Agreement between the parties in due course.	Agreed

4.2 Signalling

Ref.	Matter agreed	Record of Agreement
11.	The access will need to be fully signalled, with entry and exit signals and a protecting signal to guard against head on collisions for trains using the main-to-main crossovers.	Agreed
12.	The access will need to be fully signalled, with entry and exit signals and a protecting signal to guard against head on collisions for trains using the main-to-main crossovers. This will be dealt with through a Development Agreement and an Asset Protection Agreement between the parties in due course.	Agreed

4.3 Telecoms

13.	Protection and diversion as necessary of existing lineside telecoms services and equipment. This will particularly apply at the two connection points but may include diversion and protection of services linked to earthworks and the works to reconstruct overbridge WNS 13.	Agreed
14.	Provision of Signal Post Telephones at all new/changed signals.	Agreed
15.	Provision of a telecoms/data link between the terminal operator and the Network Rail signaller. This will be dealt with through a Development Agreement and an Asset Protection Agreement between the parties in due course.	Agreed

4.4 Future Electrification

16.	Although services to/from the terminal are expected to be diesel hauled at commencement, if the cross-country route were to be electrified there would be an expected transition for much if not all of the traffic to transition to electric haulage.	Agreed
17.	<p>Passive provision for the future electrification of the terminal has been incorporated with the provision of space on the terminal plateau for the future addition of reception lines.</p> <p>These become necessary under electrification to allow the electric locomotive to be detached and a diesel shunt locomotive to then perform the final positioning move of the wagons onto the gantry roads (for obvious reasons it is not possible to extend OLE onto the gantry roads as this would impede the safe positioning and removal of containers from the train).</p>	Agreed

Ref.	Matter agreed	Record of Agreement
18.	Passive provision for electrification has also been allowed for with appropriate space for the later addition of OLE structures and equipment.	Agreed

4.5 Over Line Structures

19.	<p>One over line structure (over bridge WNS/13 Burbage Common Road) is impacted by the proposals.</p> <p>The existing structure is a Network Rail owned three span masonry arch structure.</p>	Agreed
20.	The proposal requires replacement of this structure as part of the A47 link road highway works associated with the development. These works also require the structure to be widened. This will involve changes to the Network Rail boundary. On completion, and prior to being brought into public use, the bridge will be transferred into the ownership of Leicestershire County Council.	Agreed
21.	The provision and proposed routing of a bridleway is noted. To the extent the bridleway is routed over Network Rail land appropriate easements will need to be agreed following the grant of the order. Because the public bridleway is securely fenced and the proposed bridleway route is being positioned further away to pass under the new road bridge there will be no need for any additional screening or containment of the operational railway.	Agreed
22.	<p>Bridge agreements covering all matters pertaining to design, construction methodology, easements and future maintenance will need to be entered into following the grant of the Order.</p> <p>For the avoidance of doubt the Applicant will be responsible for facilitation of Road Vehicle Incursion (RVI) protection to the highway over the replacement Burbage Common Road bridge if required. This will include obtaining all necessary consents and the dedication of the land on which the RVI protection is sited. Post completion maintenance of the RVI protection will be the responsibility of Leicestershire County Council.</p>	Agreed

4.6 Directly Affected level Crossings.

23.	<p>There are 5 level crossings that either fall within the proposed red line boundaries for the Scheme or that are within the “blocking back” zones for a train waiting to enter the terminal.</p> <p>Works to these crossings must be included within the DCO.</p>	Agreed
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Ref.	Matter agreed	Record of Agreement
24.	<p>The 5 directly affected level crossings requiring works are:</p> <p>The Outwoods NGR: 444278/294186 ELR: WNS 5 miles 213 yds</p> <p>Barwell NGR: 445783/295246 ELR: WNS 6 miles 469 yds</p> <p>Earl Shilton NGR: 446057/295435 ELR: WNS 6 miles 833 yds</p> <p>Elmesthorpe NGR: 447128/295892 ELR: WNS 7 miles 346 yds</p> <p>Thorneyfields Farm No 2 NGR: 448103/295975 ELR: WNS 7 miles 1402 yds</p>	Agreed
25.	<p>The Outwoods level crossing is proposed to be closed and diverted by a ramped footbridge over the railway.</p> <p>Network Rail will become the owner of the bridge structure on completion.</p> <p>Footpath surfacing down to the waterproof membrane will be non-integral to the bridge structure and approach ramps will be the responsibility of Leicestershire County Council along with any footpath lighting. None of the works which Leicestershire County Council will be responsible for maintaining will form an integral part of the bridge structure.</p>	<p>Agreed</p> <p>Agreed</p> <p>Agreed</p>
26.	<p>Barwell and Earl Shilton level crossings are proposed to be closed. The alternative access route would be over the replacement Burbage Common Road bridge.</p>	Agreed
27.	<p>Elmesthorpe level crossing is proposed to be closed. The public footpath over the crossing will be extinguished and users will be diverted to the existing Station Road Bridge (Over bridge WNS/14).The Applicant will be responsible for any works and associated costs arising from the diverted public right of way. Network Rail will have no liability for any additional works i.e. barriers, signage etc.</p>	Agreed

Ref.	Matter agreed	Record of Agreement
28.	<p>Thorneyfields Farm No 2 level crossing is proposed to be closed with a diversion of the footpath to the existing Network Rail owned private accommodation bridge (Over Bridge WNS/15). The Applicant will be responsible for the works and associated costs arising from this diversion. Network Rail will have no liability for future maintenance of the diverted right of way. Network Rail will continue to maintain the bridge structure.</p>	Agreed

4.7 Level Crossings Outside the Order Limits

29.	<p>There are 6 level crossings (excluding Narborough) between Nuneaton and Glen Parva junction which are not directly impacted by the construction of the scheme.</p> <p>These are:</p> <p>Padge Hall Farm (Stretton Baskerville, Warwickshire) NGR: 440124/292533 ELR: WNS 2 miles 532 yds</p> <p>Jericho (Hinckley) NGR: 441802/293051 ELR: WNS 3 miles 684 yds</p> <p>Holts (Potters Marston) NGR: 449961/295736 ELR: WNS 8 miles 1703 yds</p> <p>Durhams (Cosby) NGR: 453088/296692 ELR: WNS 11 miles 116 yds)</p> <p>Hinds (Whetstone) NGR: 455364/297985 ELR: WNS 12 miles 1204 yds)</p> <p>Twittens (Glen Parva) NGR: 457540/298424 ELR: WNS 14 miles 120 yds)</p>	Agreed
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Ref.	Matter agreed	Record of Agreement
30.	<p>Padge Hall Farm, Jericho, Holts, Durhams, Hinds and Twittens level crossings have the potential to be impacted by the introduction of HNRFI.</p> <p>However, Network Rail also appreciates the benefits of the overall scheme and that TSHL are facilitating 5 level crossing closures as part of the scheme.</p> <p>Taking all of these matters into consideration, Network Rail has agreed the provision of a financial contribution from the promoter towards the cost of any mitigation works required to these crossings as a consequence of the proposal.</p> <p>TSHL will make the agreed financial contribution once the first connection (or both if commissioned jointly) becomes operational, secured within the Framework Agreement.</p>	Agreed

4.8 Narborough Level Crossing

31.	<p>Narborough Station level crossing has been considered separately because of the nature of the surrounding built up area and constrained highway features present.</p> <p>There is a history of blocking back over the crossing, which largely relates to the existing road layout and poor driver discipline.</p>	Agreed
32.	<p>The peak time analysis undertaken identified that in the morning peak from 07:00 and 10:00 only one HNRFI suitable path is available between 9:00 and 10:00. In the evening peak between 16:00 and 19:00, only two HNRFI suitable paths are available. The crossing time for a 775m intermodal freight train travelling at 75mph is calculated between trap points before and after the level crossing, at 2 minutes 31 seconds.</p>	Agreed
33.	<p>Based on the October recorded normal working days, barrier down times of between 11.5 minutes and 23.8 minutes per hour were recorded in the AM peak hours (7:00 – 10:00); and between 12.2 minutes and 19 minutes per hour in the PM peak hours (16:00 – 19:00). With the paths available to HNRFI traffic, this would be increased to a maximum of 24 minutes per hour, well within the limits for a town centre level crossing down time of 40 minutes maximum. Most will be closed for significantly shorter periods. Over the 3-hour Am and 3-hour PM peak, the barrier down time increases by 1-2 % due to HNRFI traffic, with the level crossing still open for at least 70% of the time during each peak 3 hours.</p>	Agreed

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Ref.	Matter agreed	Record of Agreement
34.	Network Rail concluded that the impact of HNRFI traffic would not materially impact the pre-existing conditions and were not at a level which required an intervention.	Agreed
35.	Network Rail is satisfied that the small increase in barrier down time will not impact significantly on the risk profile at this controlled crossing as regards rail traffic and thus it is not considered the Terminal would trigger the need for further works at the crossing.	Agreed

4.9 Land Transfers & Rights

37.	The boundaries between the operational railway and the Scheme will need to be modified to reflect the rail connections into the rail terminal's private sidings, Geotech requirements and new/replacement bridge structures.	Agreed
38.	Protection is made for the land required for the Scheme to be compulsorily acquired subject to Network Rail's Protective Provisions and the Framework Agreement, to ensure the Scheme can be delivered, including the use of CPO powers if required.	Agreed
39.	Acquisition may be by private treaty under the shadow of compulsory purchase, or utilising vesting declarations, to ensure that all interests can be acquired, including unregistered titles and unknown rights, where Network Rail is unable to prove title or identify all the rights.	Agreed
40.	On completion of the scheme there will be an exchange of interests to reflect the as-built boundaries, if this is needed. This is to ensure the integrity of Network Rail's ownership of its operational railway and associated lands.	Agreed
41.	Temporary rights and licences as and when required will be provided to one another to enable the development of the Scheme in accordance with a Development Agreement and an Asset Protection Agreement between the parties to be agreed in due course.	Agreed
42.	If any permanent air rights and easements are required for the use and maintenance of the bridges then these will be documented in a tri-partite agreement to be entered into with Leicestershire County Council (as the Highway Authority for the A47 link road; and in accordance with its powers to maintain public rights of way) and the Applicant	Agreed
43.	On completion and prior to being brought into public use, the A47 link bridge will be transferred into the ownership of Leicestershire County Council; and the bridge to replace The Outwoods crossing to Network Rail, in accordance with tri-partite agreements, between the Applicant, NR and Leicestershire County Council.	Agreed

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5. AGREEMENT ON THIS SOCG

This Statement of Common Ground has been jointly prepared and agreed by:

Name:

Signature:

Position:

Simon Tunstall

Planning Director

On behalf of:

Tritax Symmetry (Hinckley) Limited

Date:

7th February 2024

Name:

Guy Bates

Signature:

Position:

Head of Freight Development

On behalf of:

Network Rail Infrastructure Limited

Date:

7th February 2024