

Tritax Symmetry (Hinckley) Limited

## **HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE**

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

Project reference TR050007

### **Unilateral Undertaking**

Document reference: [9.2A](#)

Revision: [021](#)

[279](#) **February 2024**

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Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations  
2009 (as amended) Regulation 5(2)(q)

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Dated: 202[ ]

2024

**DEVELOPMENT CONSENT OBLIGATION BY UNILATERAL UNDERTAKING**

**under section 106 of the Town and Country Planning Act 1990 (as amended)  
relating to The Hinckley National Rail Freight Interchange**

**Given by:**

- (1) **DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE**
- (2) **DAVID JOHN GAMBLE and SUSAN ALEXANDRA SAMPEY**
- (3) **ANNE ELIZABETH WINCOTT**
- (4) **MADELINE MACE**
- (5) **JOHN CHARLES FOXON**
- (6) **ANDREW GEORGE WINCOTT**
- (7) **DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE**
- (8) **MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON**
- (9) **ANNE ELIZABETH WINCOTT, ANDREW ~~GEORGE~~ WINCOTT, and CAROLINE ~~JANE~~ ELLIS**
- (10) **TRITAX SYMMETRY (BARWELL) LIMITED**
- (11) **BARCLAYS BANK UK PLC**
- (12) **TRITAX SYMMETRY (HINCKLEY) LIMITED**

**To:**

- (13) **LEICESTERSHIRE COUNTY COUNCIL**
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THIS UNDERTAKING is made on

[1/2024](#)

**GIVEN BY:**

- (1) **DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**"the First Owner"**)
- (2) **DAVID JOHN GAMBLE and SUSAN ALEXANDRA SAMPEY** of Woodhouse Cottage, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE and the Blue Bell Inn, Long Street, Stoney Stanton, Leicester, Leicestershire, LE9 4DQ (**"the Second Owner"**)
- (3) **ANNE ELIZABETH WINCOTT** of Woodhouse Farm, Burbage Common Road, Elmesthorpe, Leicester, LE9 7SE (**'the Third Owner'**)
- (4) **MADLINE MACE** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicester LE9 4LH (**'the Fourth Owner'**)
- (5) **JOHN CHARLES FOXON** of Freeholt Lodge, Hinckley Road, Sapcote, Leicester, LE9 4LH (**'the Fifth Owner'**)
- (6) **ANDREW GEORGE WINCOTT** of Woodhouse Farm, Elmesthorpe, Leicestershire (**'the Sixth Owner'**)
- (7) **DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**'the Seventh Owner'**)
- (8) **MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH (**'the Eighth Owner'**)
- (9) **ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JANEJAYNE ELLIS** of Woodhouse Farm, Burbage Common Road, Elmesthorpe Leicester LE9 7SE and of Cyden Hill, Offchurch Road, Hunningham, Leamington Spa (**'the Ninth Owner'**)
- (10) **TRITAX SYMMETRY (BARWELL) LIMITED (CO 11331747)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA (**'the Tenth Owner'**).
- (11) **BARCLAYS BANK UK PLC (CO 9740322)** of 1 Churchill Place, London, England, E14 5HP (**'the Mortgagee'**)
- (12) **TRITAX SYMMETRY (HINCKLEY) LIMITED (CO 10885167)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA (**"the Developer"**)

**TO:**

- (~~1314~~) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA (**"the County Council"**)

**BACKGROUND**

- (A) The County Council is a planning authority for the purposes of the 1990 Act and the highway authority as defined in the Highways Act 1980 for the area in which the Obligation Land is located and by whom the obligations contained in this Undertaking are enforceable.
- (B) The Obligation Land forms part of the Order Limits of the DCO.

- (C) The First Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT79367 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (D) The Second Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers LT237757 and LT402144 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (E) The Third Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT247308 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (F) The Fourth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers LT260280 and LT278346 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (G) The Fifth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT264055 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (H) The Sixth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT325644 free from encumbrances that would prevent the Owner entering into this Undertaking.
- ~~(I) The Sixth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT325644 free from encumbrances that would prevent the Owner entering into this Undertaking.~~
- ~~(J)~~ ~~(I)~~ The Seventh Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT339299 free from encumbrances that would prevent the Owner entering into this Undertaking.
- ~~(K)~~ ~~(J)~~ The Eighth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT362270 free from encumbrances that would prevent the Owner entering into this Undertaking.
- ~~(L)~~ ~~(K)~~ The Ninth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT490587 free from encumbrances that would prevent the Owner entering into this Undertaking.
- ~~(M)~~ ~~(L)~~ The Tenth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT117872 free from encumbrances that would prevent the Owner entering into this Undertaking.
- ~~(N)~~ ~~(M)~~ The Mortgagee has a registered charge dated 3<sup>rd</sup> July 2007 over the Second Owner's title LT237757.
- ~~(O)~~ ~~(N)~~ The Developer has the benefit of various options to acquire the Obligation Land and is the freehold owner of the parts of the Obligation Land registered at HM Land Registry under title numbers LT371683 and LT273590 free from encumbrances that would prevent the Owner entering into this Agreement. The Developer intends to construct and operate the Development as authorised by the DCO.
- ~~(P)~~ ~~(O)~~ The Owners have agreed to enter into this Undertaking with the intention that the obligations contained in this Undertaking may be enforced by the County Council against the Owners and their successors in title and to ensure the Development is regulated by the obligations as set out.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

1.1 In this Undertaking, the following words and expressions have the following meanings:

<b>"1990 Act"</b>	the Town and Country Planning Act 1990 (as amended)
<b>"2008 Act"</b>	the Planning Act 2008 (as amended)
<b>"Application"</b>	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
<b>"Commencement Date"</b>	the date specified in <b>clause 3.1</b> and <u>"Commencement of Development—/—"</u> and <u>"Commence Development"</u> shall be construed accordingly
<b>"the DCO"</b>	the development consent order to be made under the 2008 Act currently titled The Hinckley National Rail Freight Interchange Order 202[X]
<b>"the Development"</b>	<del>means</del> the development authorised by the DCO
<b>"Index Linked"</b>	<del>means</del> increased by any such percentage (if any) as the figure for the Relevant Index most recently published prior to the date of payment of the sum to be paid bears to the most recently published figure for such index prior to the date of this Undertaking
<b>"Obligation Land"</b>	the land shown edged red on <b>Plan 1</b> to which the obligations in this Undertaking apply
<b>"Occupation"</b>	<del>means</del> the Occupation for use for which the relevant <del>unit</del> <u>Unit</u> was designed excluding occupation for the sole purpose of construction fitting out security marketing or repair and "Occupy" and "Occupied" shall be construed accordingly
<b>"Order Limits"</b>	the order limits of the DCO shown edged red on <b>Plan 2</b>
<b>"the Owners"</b>	<del>means</del> collectively the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner, the Sixth Owner, the Seventh Owner, the Eighth Owner, the Ninth Owner and the Tenth Owner or either one of them or group of them as the case may be.
<b>"Plan 1"</b>	the Plan attached at <b>Appendix 1</b>
<b>"Plan 2"</b>	the Plan attached at <b>Appendix 2</b>
<b>"Relevant Index"</b>	the All in Tender Price Index of Buildings Cost Information Services as published by the Royal Institution of Chartered Surveyors

**“Unit”** a warehouse on the Development constructed pursuant to the DCO and “Units” shall be interpreted accordingly

**“Working DaysDay”** ~~means~~ any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

- 1.2 In this Undertaking:
- 1.2.1 further definitions are contained in **Schedule 1**
  - 1.2.2 the clause headings do not affect its construction or interpretation;
  - 1.2.3 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Undertaking and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
  - 1.2.4 words importing the singular meaning where the context so admits include the plural meaning and vice versa;
  - 1.2.5 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;
  - 1.2.6 all obligations made on or behalf of all the Owners are enforceable against all of the Owners jointly and severally unless there is an express provision otherwise;
  - 1.2.7 references to any statute or statutory provision include references to:
    - 1.2.7.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
    - 1.2.7.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
  - 1.2.8 references to the Obligation Land include any part of it;
  - 1.2.9 references to any party in this Undertaking include the successors in title of that party and in the case of the County Council includes any successor local planning authority and local highway authority exercising planning powers under the 1990 Act “including” means “including, without limitation”;
  - 1.2.10 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing; and
  - 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Undertaking is to be unaffected.
- 1.3 All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the County Council and the Owners and as defined their successors in title or successor authorities shall have any right to enforce any obligation or term of this Undertaking.

## 2. EFFECT OF THIS UNDERTAKING

- 2.1 This Undertaking is made pursuant to section 106 of the 1990 Act as amended by s174 of the 2008 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the planning obligations contained in **clauses 4.1** and **schedules 1 to 3 (inclusive)** shall bind the interest of the Owners and their successors in title and assigns to the Obligation Land and each and every party of the Obligation Land.
- 2.2 The Developer enters into this Undertaking to bind any legal interests it has in the Obligation Land. However the Developer shall ~~not be bound by the obligations herein unless and until it acquires a legal interest in the Obligation Land being more than an option or a conditional contract or option agreement and then it shall~~ only be liable in respect of such part of the Obligation Land as it has acquired a legal interest.
- 2.3 Nothing in this Undertaking restricts or is intended to restrict the proper exercise at any time by the County Council of any of their statutory powers, functions or discretions in relation to the Obligation Land or otherwise.
- 2.4 Obligations to perform or carry out works or activities on any part of the Obligation Land or to observe and perform and perform and obligations only relating to part of the Obligation Land shall only be enforceable against persons with an interest in the part of the Obligation Land to which that obligation relates.
- 2.5 This Undertaking ~~will~~may be registered as a local land charge by the County Council.

## 3. COMMENCEMENT DATE

- 3.1 Save where specifically provided to the contrary the obligations contained in ~~clauses clause 4.1 to 4.4~~ and ~~Schedules Schedule 1 to 2~~ to this Undertaking will not come into effect until the date on which the DCO has been granted and Development commences through the carrying out on the Obligation Land of a material operation as specified in section 56(4) of the 1990 Act PROVIDED THAT the following operations will not constitute a material operation for the purposes of this Undertaking:
- 3.1.1 the erection of any temporary means of enclosure for the purposes of Obligation Land security;
  - 3.1.2 the temporary display of advertisements;
  - 3.1.3 archaeological investigations or investigations for the purpose of assessing ground conditions or surveys;
  - 3.1.4 remedial work in respect of any contamination or other adverse ground conditions;
  - 3.1.5 provision of temporary site access for construction traffic;
  - 3.1.6 the demolition of any existing buildings or structures;
  - 3.1.7 the clearance of the Obligation Land;
  - 3.1.8 pegging out;
  - 3.1.9 tree protection;
  - 3.1.10 testing and sampling (including soil testing);

- 3.1.11 works for the provision or diversion of drainage or mains services to prepare the Obligation Land for development or works to statutory undertaker's apparatus;
- 3.1.12 erecting contractors' compounds;
- 3.1.13 any other preparatory works as may be agreed in writing with the County Council.

#### 4. **OBLIGATIONS OF THE OWNERS**

- 4.1 The Owners covenant with the County Council to comply with their obligations set out in **Schedule 1** in relation to the Development.

~~4.5.4.2~~ No person will be liable for any breach of the terms of this Undertaking occurring after parting with their interest in the Obligation Land or the part of the Obligation Land in respect of which such breach occurs but they will remain liable for any breaches of this Undertaking occurring before that date.

#### 5. **FUTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS**

- 5.1 Nothing in this Undertaking shall prohibit or limit or affect in any way the right to develop any part of the Obligation Land in accordance with a planning permission issued pursuant to the 1990 Act or a development consent order granted pursuant to the 2008 Act (other than the DCO) either before or after the date of this Undertaking.

#### 6. **TERMINATION OF THIS UNDERTAKING**

- 6.1 This Undertaking will come to an end if the DCO is quashed, cancelled or revoked prior to the Commencement of Development.

~~6.2 Where the Undertaking comes to an end under **clause 6.1** the County Council is, upon written request from any of the Owners, to vacate or cancel the entry made in the Local Land Charges register in relation to this Undertaking or otherwise to record the fact that it has come to an end and no longer affects the Obligation Land.~~

~~6.3 If the Owners make a request in writing for the County Council to place a note against the entry made in the Local Land Charges register stating which obligations under this Undertaking have been discharged and complied with, the County Council will place such a note against the entry provided that no such request can be made on more than six occasions in each calendar year.~~

#### 7. **NOTICES**

- 7.1 Any notice, demand or any other communication served under this Undertaking will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

- 7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Undertaking or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of the County Council shall be marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department.

- 7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

- 7.3.1 if delivered by hand, at the time of delivery;



- 7.3.2 if sent by [first class](#) post, on the second Working Day after posting; or
- 7.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 7.4 If a notice, demand or any other communication is served after 4.00 pm 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.
- 7.5 For the avoidance of doubt, where proceedings have been issued in the Court of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. **THE COUNTY COUNCIL'S LEGAL FEES**

- 8.1 Upon completion of this Undertaking the Developer is to pay to the County Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Undertaking up to the amount of £1,900 (no VAT).

9. **WAIVER**

- 9.1 No waiver (whether expressed or implied) by the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. **CHANGE IN OWNERSHIP**

- 10.1 The Owners agree with the County Council to give the County Council written notice within [seven \(7\)](#) days of any change in ownership of any of their respective interests in the Obligation Land (with the exception of [lettings of individual units and](#) transfers to statutory undertakers) occurring before all the obligations under this Undertaking have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Obligation Land or unit of occupation purchased by reference to a plan.

11. **JURISDICTION**

- 11.1 This Undertaking is to be governed by and interpreted in accordance with the laws of England.
- 11.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Undertaking.

12. **INDEXATION**

- 12.1 It is agreed that all amounts specified in or ascertainable by reference to this Undertaking shall be Index Linked ([unless specified otherwise](#)) from the date of this Undertaking until the date [of each contribution amount or](#) payment [with an allowance being made for any stage payments due to be paid](#).
- 12.2 If the Relevant Index is rebased or replaced an appropriate alternative index shall be substituted by the agreement of the parties to this Undertaking.

13. **INTEREST**

- 13.1 If any payment due to the County Council under this Undertaking is paid late interest will be payable from the date payment is due to the date of payment at 4% above the base lending rate of Barclays Bank plc prevailing at the time unless otherwise expressly stated in this Undertaking.

14. **AGREEMENT**

14.1 When the agreement, approval, consent or expression of satisfaction is required by the Owner from the County Council under the terms of this Undertaking such agreement, approval, consent or expression of satisfaction:

14.1.1 must be evidenced in writing; and

14.1.2 except when stated to be entirely at the discretion of the ~~the~~ County Council shall not be unreasonably withheld.

15. **MORTGAGEE'S CONSENT**

15.1 The Mortgagee consents to the relevant Owners entering into and the completion of this Undertaking and declare that ~~there interests~~sits interest in the Obligation Land shall be bound by the terms of this Undertaking as if ~~they~~it had been executed and registered as a land charge~~charge~~ prior to the creation of the Mortgagee's ~~interests~~interest in the Obligation Land and for the avoidance of doubt the Mortgagee shall otherwise have no liability under this Undertaking unless and until ~~they become~~it becomes mortgagee in possession in which case ~~they~~it shall be bound by the obligations contained herein as if ~~they~~it were a successor in title to the relevant Owners.

16. **EXECUTION**

16.1 The parties have executed this Undertaking as a deed and it is delivered on the date set out above.

## SCHEDULE 1

### Covenants with the County Council

#### Definitions

<b>"Archaeology Monitoring Fee"</b>	the sum of £7,315 (seven thousand three hundred and fifteen pounds) <a href="#">(Index Linked)</a> as a contribution towards the County Council's costs associated with monitoring compliance with the Archaeological Works
<b>"Archaeology Works"</b>	the archaeological works to be carried out as part of the Development as authorised by the DCO
<b>"Contributions"</b>	the <a href="#">Archaeology Monitoring Fee</a> , <a href="#">HGV Routing Monitoring Fee</a> , <a href="#">Skills and Training Plan Monitoring Fee</a> , <a href="#">Travel Pack Administration Fee</a> , <a href="#">Travel Plan Monitoring Fee</a> , <a href="#">Traffic Regulation Order Contribution</a> and the <a href="#">Gibbet Hill Contribution</a>
<b>"Framework Travel Plan"</b>	a travel <a href="#">plansplan</a> to be approved pursuant to Requirement 8 of Part 1 of Schedule 2 of the DCO
<b>"Gibbet Hill Contribution"</b>	the sum of £ <del>[ ]</del> ( <del>[ ]</del> ) <a href="#">pounds344,967.07 (three hundred and forty four thousand nine hundred and sixty seven pounds and seven pence pounds) (Index Linked)</a> to be paid to WCC, as a proportionate contribution towards the Gibbet Hill Contribution Purpose
<b>"Gibbet Hill Contribution Purpose"</b>	highway works and improvements to the part of the road network within Warwickshire known as Gibbet Hill roundabout
<b><a href="#">"HGV Routeing Enforcement Fund"</a></b>	<a href="#">a fund of £200,000 (two hundred thousand pounds) to be managed by the Owners to be used towards additional measures considered by the members of the HGV Routeing Monitoring Meetings to be necessary to further discourage HGVs routing via any of the prohibited routes and/or other measures such as strategic signage / Traffic Regulation Orders on any other routes, such fund to be increased on an annual basis in the event that fines are collected from occupiers of the Development for breach of the HGV Route Management Plan and Strategy</a>
<b>"HGV Routeing Monitoring Fee"</b>	the sum of £1,440 (one thousand four hundred and forty pounds) payable per HGV Route

	Monitoring Meeting towards the County Council's costs associated with attending <del>annual</del> HGV Route Monitoring Meetings
<b>"HGV Routeing Monitoring Meeting"</b>	a meeting to be attended by the County Council <del>to be held on an annual basis (up to a total of 10 meetings) to monitor compliance with the HGV Route Management Plan and Strategy within one year of first Occupation (unless requested sooner by one of the parties) and thereafter annually (unless the group agrees to meet more than once annually), for a period of no less than 10 years from the date of the first meeting</del>
<b>"HGV Route Management Plan and Strategy"</b>	the HGV route management plan and strategy to be complied with pursuant to Requirement 18 of Part 1 of Schedule 2 of the DCO
<b>"Monitoring Fee"</b>	the sum of £300 (three hundred pounds) or 0.5% of the Contributions (whichever is the greater) as a contribution towards the County Council's costs associated with monitoring compliance with this Undertaking
<b>"Occupier Travel Plan"</b>	a travel plan specific to a Unit on the Development to be approved pursuant to Requirement 8 of Part 1 of Schedule 2 of the DCO and based on the Framework Travel Plan
<b>"Occupier Travel Plan Monitoring Fee"</b>	the sum of £6,000 (six thousand pounds) per Occupier Travel Plan as a contribution towards the County Council's costs associated with monitoring compliance with the Occupier Travel Plan
<b><u>"Practical Completion"</u></b>	<u>the date at which the Developer's independent Employers Agent warrants that the final Unit on the Development is completed</u>
<b>"Works and Skills Plan"</b>	the agreed works and skills plan framework appended to this <del>Agreement</del> <u>Undertaking</u> at Appendix 3
<b>"Works and Skills Plan Monitoring Meeting"</b>	a meeting to be attended by the County Council to be held <del>on a quarterly basis (for a total number of 10 years)</del> <u>twice a year (until a period of 1 year following Practical Completion)</u> to monitor compliance with the Works and Skills Plan
<b>"Works and Skills Plan Monitoring Fee"</b>	the sum of £1,440 (one thousand four hundred and forty pounds) payable <del>annually</del> <u>per Works and Skills Plan Monitoring Meeting</u> towards the County Council's costs associated with attending the Works and Skills Plan Meetings
<b>"Traffic Regulation Order"</b>	an order to be made under the Road Traffic Regulation Act 1984 relating to traffic restrictions or speed limit changes <u>following technical approval of the highway works</u>

	<a href="#">referred to in Requirement 5 of Part 1 of Schedule 2 of the DCO</a>
<b>"Traffic Regulation Order Contribution"</b>	the sum of:  (a) £8,756 (eight thousand seven hundred and fifty six pounds) ( <a href="#">Index Linked</a> ) in respect of traffic restrictions (on a maximum of 3 (three) roads); or  (b) £9,392 (nine thousand three hundred and ninety two pounds) ( <a href="#">Index Linked</a> ) in respect of speed limit changes,  payable per Traffic Regulation Order required
<b>"Travel Pack"</b>	a pack <del>or web based travel app</del> providing information on public transport and other means of <a href="#">sustainable</a> travel to and from the Development other than by means of private car <a href="#">including an application form for a bus pass</a>
<b>"Travel Pack Administration Fee"</b>	the sum of £500 (five hundred pounds) as a contribution towards the County Council's costs associated with reviewing and approving the Travel Pack
<b>"Travel Plan Co-ordinator"</b>	the person responsible for the implementation of the <a href="#">Framework Travel Plan and the Occupier Travel Plans for the lifetime of the Development</a>
<b>"Travel Plan Monitoring Fee"</b>	the sum of £11,337.50 (eleven thousand three hundred and thirty seven pounds and fifty pence) as a contribution towards the County Council's costs associated with monitoring compliance with the Framework Travel Plan
<b>"WCC"</b>	Warwickshire County Council

## THE OWNERS' COVENANTS

The Owners covenant to:

### 1. PART 1 – Travel Packs

1.1 No later than 2 (two) months prior to the first Occupation of the Development:

- 1.1.1 to submit a sample Travel Pack to the County Council together with the Travel Pack Administration Fee for approval in writing; and
- 1.1.2 not to Occupy the Development until such approval has been given ~~(such approval not to be unreasonably withheld or delayed)~~.

~~1.2 Prior to the first Occupation of all relevant Units:~~

- ~~1.2.1 to issue the approved Travel Pack to each occupier of the relevant Units for distribution to employees; and~~

~~1.2.2 not to Occupy the relevant Units until the Travel Packs have been issued to the occupiers of the Units.~~

**2. Part 2 –Travel Plan**

2.1 To appoint a Travel Plan Co-ordinator no later than three (3) months prior to first Occupation of the Development ~~for the period until the fifth anniversary of the first Occupation of the final Unit to be Occupied and not to Occupy the Development until, and to ensure that~~ the Travel Plan Co-ordinator ~~has been appointed~~remains in place for the lifetime of the Development.

2.2 To pay the Travel Plan Monitoring Fee to the County Council prior to first Occupation of the Development and not to Occupy the Development until the Travel Plan Monitoring Fee has been paid to the County Council.

2.3 To pay the Occupier Travel Plan Monitoring Fee payable for a relevant Unit to the County Council prior to first Occupation of the relevant Unit and not to Occupy the relevant Unit until the Occupier Travel Plan Monitoring Fee has been paid to the County Council.

**3. Part 3 – Archaeology Monitoring Fee**

3.1 To pay the Archaeology Monitoring Fee to the County Council prior to ~~carrying out the Archaeology Works and not to carry out the Archaeology Works~~Commencement of Development and not to Commence Development until the Archaeology Monitoring Fee has been paid to the County Council.

**4. Part 4 - Traffic Regulation Contribution**

4.1 To pay the Traffic Regulation Order Contribution to the County Council in the event that the Owner requires the making of a Traffic Regulation Order in connection with the Development ~~within 30 days of a request from the County Council~~no later than 30 days following technical approval of the highway works referred to in Requirement 5 of Part 1 of Schedule 2 of the DCO.

**5. Part 5 – HGV Route Monitoring Fee**

5.1 To pay the HGV Route Monitoring Fee per HGV Route Monitoring Meeting to the County Council ~~no later than 1 (one) month prior to the date of the relevant HGV Route Monitoring Meeting~~within 30 days of a written request from the County Council.

5.2 Not to Commence Development unless and until written evidence has been provided to the County Council evidencing that the HGV Routeing Enforcement Fund has been secured and placed in a holding account.

5.3 To administer the HGV Routeing Enforcement Fund in accordance with the principles established in the HGV Route Management Plan and Strategy and in accordance with any reasonable measures suggested and agreed at the HGV Routeing Monitoring Meeting.

**6. Part 6 – Works and Skills Plan Monitoring Fee**

6.1 To pay the Works and Skills Plan Monitoring Fee per Skills and Training Plan Monitoring Meeting to the County Council ~~on an annual basis and by no later than 1 (one) month prior to the date the first Works and Skills Plan Monitoring Meeting take place each year~~within 30 days of a written request from the County Council.

**7. Part 7 – Monitoring Fee**

7.1 To pay the Monitoring Fee to the County Council prior to first Occupation of the Development and not to Occupy the Development until the Monitoring Fee has been paid to the County Council.

**8. Part 8 – Gibbet Hill**

8.1 Not to ~~Occupy the~~Commence Development unless and until written evidence has been provided to the County Council that the Gibbet Hill Contribution has been paid to WCC in full.

9. **Part 9 – Notifications**

9.1 To notify the County Council seven (7) days in advance of the Commencement of Development.

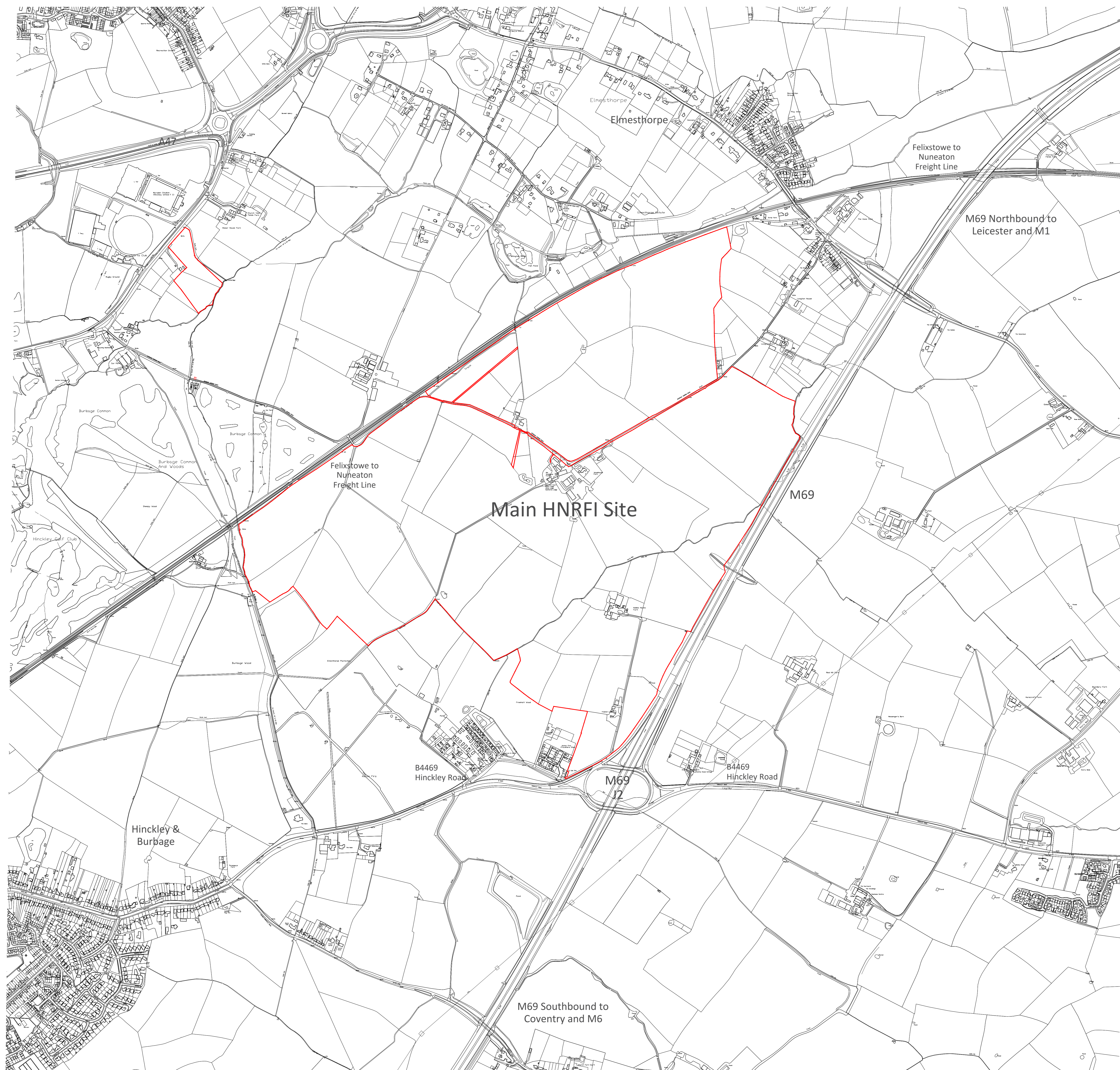
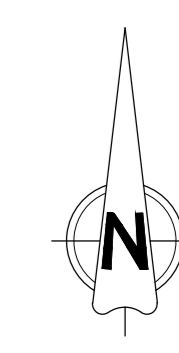
9.2 To notify the County Council seven (7) days in advance of first Occupation of the Development.

9.3 To notify the County Council seven (7) days in advance of first Occupation of each Unit.

**APPENDIX 1**

**PLAN 1 – Obligation Land**





C	22.02.24	Further land parcels omitted from obligation land parcel.	mjl
B	29.01.24	Plot LT117872 revised as DCO	rn
A	29.01.24	Plot LT117872 added	rn
no.	date	revision	by

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 A TRITAX BIG BOX COMPANY

project

**HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE**

drawing

Obligation Land

scale 1:5000 drawn mjl

checked mjl date 21/12/22

no.

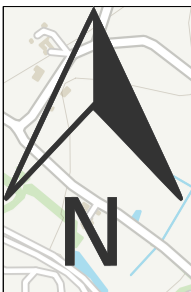
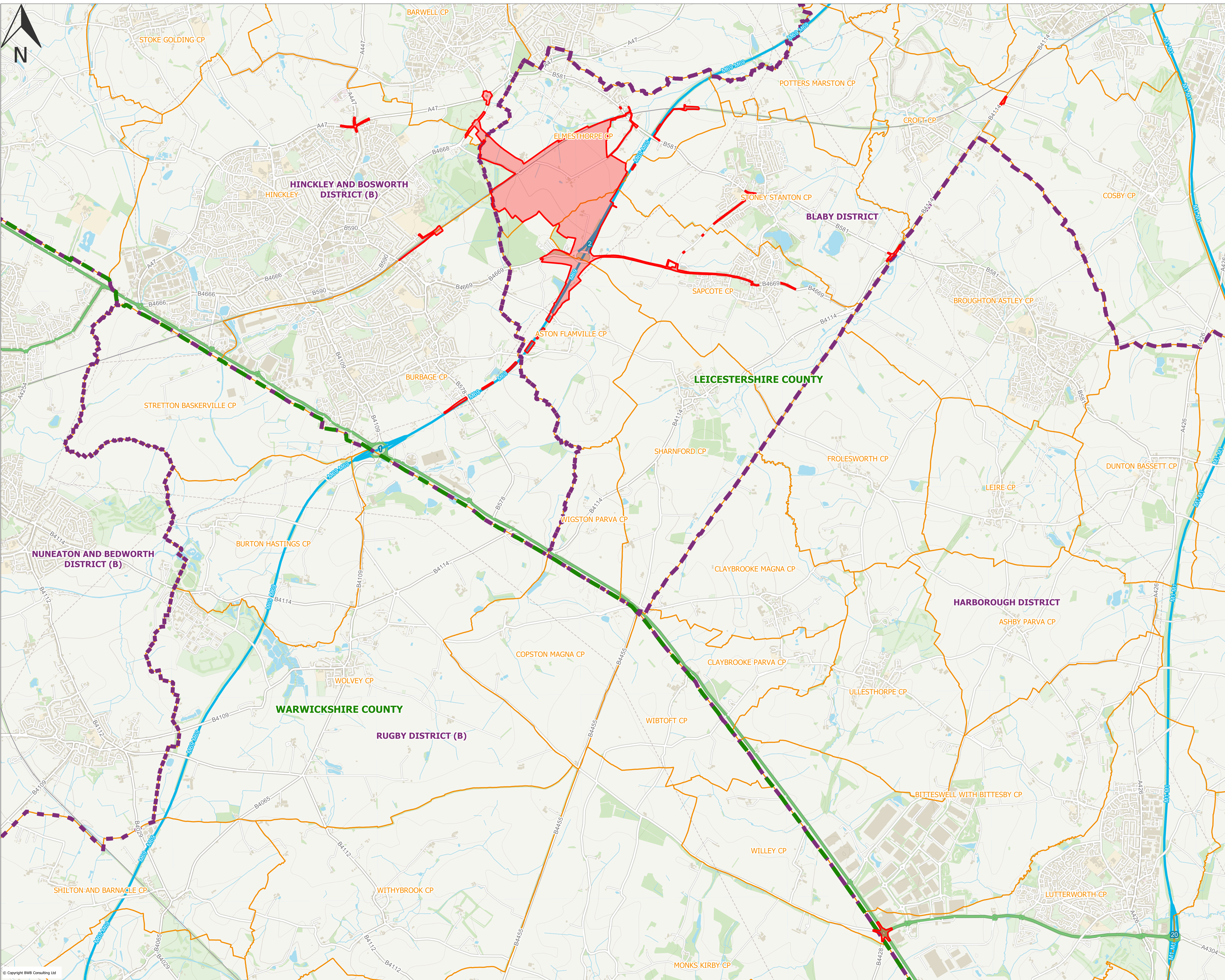
5905 - 331 Rev C



## **APPENDIX 2**

### **PLAN 2 – Order Limits**





- Legend**
- Order Limits
  - District Boundary
  - County Boundary
  - County-District Boundary
  - Parish Boundary

Rev	Date	Details of issues/ revision	Drw	Chkd
P06	04.01.23	Map labels updated	DF	SC
P05	30.11.22	Final Issue	DF	SRH
P04	27.10.22	Updated base mapping	DF	SC
P03	06.12.21	Updated base mapping	CN	SC
P02	03.12.21	Amended to Comments from Tritax	DF	SC
P01	02.12.21	Preliminary Issue	DF	SC

**Issues & Revisions**

Client



A TRITAX BIG BOX COMPANY

Project Title  
**HINKLEY NATIONAL RAIL FREIGHT INTERCHANGE**

Drawing Title  
**ORDER LIMITS PLAN**

Drawn: C.Nias	Checked: S.Carter
BWB Ref: NTH2814	Date: 06.12.2021 Scale@A1: 1:25000
Regulation 5(2) (o)	Document 2.27

Project - Originator - Functional Breakdown - Spatial Breakdown - Form - Discipline - Number  
**HRF-BWB-LSI-XX-DR-CH-00001**

Drawing Status <b>S4 - FINAL</b>	Rev <b>P06</b>
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**APPENDIX 3**  
**WORKS AND SKILLS PLAN**

# Hinckley National Rail Freight Interchange

## Work & Skills Plan Framework Principles

February 2024

### Definitions

**Construction Phase:** from the commencement of construction of the works as defined in paragraph 1, part 1 to Schedule 2 of the DCO up to and until the Practical Completion of the final unit of the Development.

**DCO:** the development consent order to be made under the Planning Act 2008 currently titled The Hinckley National Rail Freight Interchange Order 202[X]

**Practical Completion:** The date at which the Applicant's independent Employers Agent warrants that the final unit on the development is completed.

**Pre-Construction Period:** the period of 6 months prior to the commencement of the Construction Phase.

**Construction Phase A:** The initial phase of construction including, but not limited to offsite highways and groundworks.

**Commencement Of Development:** A date to be defined with the Principal Contractor, which will coincide with the commencement of the Construction Phase and Construction Phase A.

### 1. Introduction

- 1.1 This document ("**the Framework**") has been prepared to set out the work and skills plan for the Construction Phase of the Hinckley National Rail Freight Interchange (HNRFI) which Tritax Symmetry (Hinckley) Ltd ("**the Applicant**") together with the Principal Contractor and any subcontractors ("**the Contractors**") shall fulfil. The Construction Phase includes the initial operational period of much of the HNRFI's warehousing and the Framework is deliberately intended to target both the construction and operation activities during this phase.
- 1.2 The Applicant will work with Blaby District Council (BDC), Hinckley & Bosworth Borough Council (HBBC) and Leicestershire County Council (LCC), to maximise the number of jobs and training opportunities available to residents of BDC, HBBC and LCC throughout the Construction Phase of HNRFI.
- 1.3 The Applicant will in seeking tenders for all contracts during the Construction Phase of HNRFI – including site works; infrastructure; construction of the rail port and warehouses:
  - (i) Make reference to the targets set out in the Framework.
  - (ii) Include contractual requirements requiring the Contractors to comply with the Framework in fulfilling construction and other contracts
  - (iii) Include contractual requirements requiring the Principal Contractor to establish a Skills and Training Team.

### 2 Work and Skills Group

- 2.1 During the Pre-Construction Period (but not later than 3 months prior to the commencement of the Construction Phase, the Applicant shall establish a Work and Skills Group ("**the Group**"). The Group shall be made up of the Applicant, the

Principal Contractor, BDC, HBBC and LCC (“**the Permanent Members**”). The Group shall also comprise any other parties that the Permanent Members choose to invite.

- 2.2 the Group shall meet twice a year (unless otherwise agreed by the Permanent Members) until a period of 1 year following Practical Completion. The Group shall be chaired by the Applicant.
- 2.3 The Group will be administered by the Work and Skills Co-ordinator (defined in part 3 below).
- 2.4 The Group will be responsible for:
  - 2.4.1 Agreeing Terms of Reference of the Group, including the format and location of meetings;
  - 2.4.2 Monitoring the Applicant’s and the Principal Contractor’s compliance with the Framework, reviewing the monitoring reports produced by the Work and Skills Co-ordinator and agreeing actions in response to those monitoring reports; and,
  - 2.4.3 Using its collective resource to support the Work and Skills Co-ordinator and introduce them to key contacts and resources to assist their work.

### **3. Work and Skills Co-ordinator**

- 3.1 The Applicant will fund and appoint a Work and Skills Co-ordinator for 156 working days per year during the Pre-Construction Period and Construction Phase of the HNRFI and for 52 working days per year for a period of 1 year following the practical completion of the HNRFI. The Work and Skills Co-ordinator will be appointed no less than 1 month prior to the Pre-Construction Period.
- 3.2 The Work and Skills Co-ordinator will:
  1. Work with the Applicant, the Principal Contractor’s Skills and Training Team and the Group to aid the delivery of the Framework;
  2. Develop and maintain key relationships to provide an effective communication mechanism between training, education and employment providers and their client base;
  3. Be the central point of contact for liaison with key site staff and subcontractors to interpret and plan on-site placements, employment and training activity in line with the programme of works and the Framework;
  4. Monitor and report on activity delivered against the Framework’s targets and provide quarterly reports to the Group; and
  5. Provide administrative support to the Group (the scope of which is to be defined and agreed by the Group).

### **4. Training and Learning through skills providers**

- 4.1 The Applicant shall require the Principal Contractor’s Skills and Training Team, along with the Work and Skills Co-ordinator, to discuss the HNRFI’s construction training needs of students with local colleges, universities and other education and development providers from the date the Work and Skills Co-ordinator is appointed pursuant to paragraph 3.1 and during the Pre-Construction Period and advise on opportunities on offer to meet these needs. Training can be given either at the education premises of the colleges, universities and other education and development providers or on site at HNRFI. The Permanent Members shall be consulted to ascertain what support they can offer in this regard.

- 4.2 The Applicant commits to and will include a contractual requirement for the Contractors to be required to discuss the HNRFI's construction and operational training needs of students with local colleges, universities and other education and development providers in a meeting once per year during the Construction Phase unless otherwise agreed in writing by the Group.
- 4.3 To help facilitate the delivery of the Framework, the Applicant will provide an on-site training room capable of accommodating 30 people, as part of the office accommodation set up, which can be utilised by the colleges and other providers as required on a pre-arranged basis. The Group will have priority booking of the on-site training room.
- 4.4 The on-site training room will be provided prior to the commencement of Construction Phase A. The training room and a viewing area shall be provided in accordance with details to be submitted to and approved in writing by BDC; the details shall include but not be limited to:
- Size and internal layout
  - Location
  - Process for bookings
- 4.5 Site walk arounds will be arranged with learning facilitators such as schools and colleges, using safely managed routes and site staff supervision. These will be arranged in advance at set key milestones within the programme of works and agreed with the Group. This would include, but not be limited to: groundworks, steelworks, cladding, concrete slabs and operational work activities. In so far as site walk-arounds may be arranged within individual buildings, such arrangements will be conditional on full agreement of the intended or existing occupiers.

## **5. Apprenticeships**

- 7.43 The applicant will include a contractual requirement for the Principal Contractor to become a member of the 5% Club <https://www.5percentclub.org.uk/>. By joining the 5% Club, members aspire to achieve 5% of their workforce in earn and learn positions (including apprentices, sponsored students and graduates on formalised training schemes).

## **6. School and College Site Visits**

- 6.1 From the commencement of the Construction Phase, site visits will be offered to secondary schools and colleges in Leicester, Leicestershire Coventry and Warwickshire. There will be at least 12 site visits per year from the commencement of Construction Phase A until a period of 1 year following Practical Completion, subject to the agreement of the schools. Site visits will be accompanied by an appropriate party nominated by the Applicant.

## **7. Local Employment**

- 7.1 The Applicant commits to and will include a contractual requirement for the Contractors, and shall use all reasonable endeavours with future occupiers of the HNRFI, to promote local employment opportunities for the development by advertising any vacancies in conjunction with BDC and HBBC and Job Centre Plus. A link will also be provided on the Hinckley National Rail Freight Interchange Website to advertise all job vacancies created by the Project.

- 7.2 The Applicant commits to and will include a contractual requirement for the Contractors to use all reasonable endeavours to provide 15% of jobs each year to construction workers who reside in Blaby District or Hinckley and Bosworth Borough during the Construction Phase. The Work and Skills Co-Ordinator will monitor this employment annually.
- 7.3 The Applicant will provide and operate a Mobile Employment Unit to advertise and promote the HNRFI's construction and operational jobs. The Mobile Employment Unit shall be provided in accordance with details submitted to and approved in writing by BDC, HBBC and LCC; the details shall include but not be limited to:
- Locations - it will be stationed within Blaby District and Hinckley and Bosworth Borough and any other locations as agreed including, but not limited to, supermarkets or other similar retail car park locations in Hinckley, Nuneaton and Leicester, subject to the full agreement of the owner of the car park and store operator.
  - Opening times - 10am – 3pm
  - Frequency of visits - 1 day per week, locations rotating
  - Type of unit - Mobile library-style vehicle/converted van, to include a desk and seating.
- 7.4 The Mobile Employment Unit will be operational from the commencement of the Construction Phase until a period of 6 months following Practical Completion.
- 7.5 The Work & Skills Coordinator will monitor the success of the provision of local employment, including the effectiveness of the Mobile Employment Unit in advertising and promoting job opportunities, and will report to each meeting of the Group for discussion and review if required.

## **8. Meet The Buyer**

- 8.1 The Applicant will commit to and will include a contractual requirement for the Contractors to be required to work with the Work and Skills Co-ordinator to organise and deliver phase specific Meet the Buyer Events; these are intended to introduce supply-chain opportunities to all local businesses for each phase of the development.
- 8.2 Meet the Buyer events will be used to maximise the opportunities for Small and Medium Enterprise's (SME's) and could help the Applicant meet the Framework's target in respect of local employment.
- 8.3 There will be a target of 2 events per year during the Pre-Construction Period and Construction Phase A and 1 event per year during the remaining Construction Phases which the Principal Contractor will facilitate.
- 8.4 The Work & Skills Co-ordinator will monitor the success of Meet the Buyer events and will report to the next meeting of the Group following the event for discussion.
- 8.5 Where a service required by the Contractors cannot be fulfilled by an SME business as set out at 9.1 below, this requirement shall not apply.



## **9. Small & Medium Enterprise Opportunities**

- 9.1 The Applicant will commit to and will include a contractual requirement for their Contractors to maximise the use of local products and services where practicable, efficient, cost effective and legal to do so during the construction phases of the HNRFI. For the avoidance of doubt and by reasoning of the scale of construction works, this provision shall not relate to participation with main infrastructure works, rail port works, road building and main contract for building construction. SMEs will be invited to participate in suitable sub-contractor packages within the Construction Phase.
- 9.2 The Applicant will commit to including a contractual requirement for contractors to use all reasonable endeavours to target 30% of on-site expenditure in the construction process with SMEs within 65 kilometres of the HNRFI or within Leicester and Leicestershire. Achieving such a target will be dependent on practical ability and cost effectiveness of SMEs to meeting the supply requirements for materials, plant and machinery. The Work and Skills Co-ordinator will assist in supporting the identification of SMEs and support opportunities for SMEs to become a supplier to HNRFI.
- 9.3 The Work & Skills Coordinator will monitor the success of the utilisation of local products and services and will report to each meeting of the Group for discussion. Spend with SME's will be reported from within the Leicestershire and Coventry and Warwickshire areas. To enable the reporting of this, postcodes are required to be recorded along with company name when individuals report to site; the Applicant will include contractual requirements with all relevant contractors to secure this.

## **10. Prison Leavers, Former Members of the Armed Forces, Care Leavers and Gypsy and Travellers**

- 10.1 The Applicant will commit to, and will include a contractual requirement for their Contractors to, where agreed, work with BDC, HBBC and the Probation Service and other relevant providers such as Serco (or any other successive operator of HMP Fosse Way) and the Multi Agency Travellers Unit at LCC, as necessary, to identify appropriate opportunities for prison leavers, former members of the Armed Forces and care leavers and individuals from the local Gypsy and Traveller community, with particular focus on improving the skills and opportunities for young Gypsies and Travellers.
- 10.2 The Applicant will include a contractual requirement for their Contractors to become a member of Charter <https://www.leicesteremploymenthub.co.uk/employers/ex-offenders-project/charter/> operated by Leicester Employment Hub. Charter assists prison leavers into employment. All new jobs will be advertised to Charter to promote matches with prison leavers. Apprenticeships and work experience opportunities for prison leavers will also be promoted through Charter.
- 10.3 The Applicant will commit to, and will include a contractual requirement for their contractors, to provide notification of job opportunities to the County Council's Gypsy and Travellers' Liaison Officers.
- 10.4 The Applicant will ask occupiers of the HNRFI to engage with BDC, HBBC, and the Probation Service and other relevant providers such as Serco (or any other successive operator of HMP Fosse Way) and the Multi Agency Travellers Unit at LCC, as necessary, to identify appropriate opportunities for prison leavers, former

members of the Armed Forces and care leavers and individuals from the local Gypsy and Traveller community, with particular focus on improving the skills and opportunities for young Gypsies and Travellers.

## **11. Curriculum Support Events**

11.1 Representatives of the Applicant will attend events organised by BDC or HBBC or any of the schools and colleges involved at 6.1 above to showcase the development and construction sector. There will be a target of a minimum of 4 curriculum support activities per year from the commencement of Construction Phase A until a period of 6 months following the practical completion of the final Construction Phase. These events are in addition to the site visits set out in paragraph 6.1.

## **12. Community Projects**

12.1 The Applicant will undertake, or will include a contractual requirement for their Contractors to undertake, at least two community projects per year during the Construction phase of the HNRFI. The community projects shall be agreed in advance by the Group.

## **13. Upskilling**

13.1 There will be a target that a minimum of 80% of the workforce benefit from upskilling annually during the construction phases of the HNRFI. Opportunities for upskilling in the form of receiving training by way of enhanced knowledge, or learning a new skill will be identified and facilitated through internal training programmes.

13.2 This target will be monitored by the Work and Skills Co-ordinator and reported to the Group.

## **14. Work experience**

14.1 Work experience opportunities will be offered as and when specific trade works are taking place on site and suitable candidates are available, excluding the earthworks phase. Work experience opportunities will be subject to risk assessment and the ability to secure the necessary insurances. There will be a target of at least 12 Year 10 persons beginning a work experience placement per year from the commencement of Construction Phase A.

## **15. Monitoring**

15.1 A report shall be provided by the Work and Skills Co-ordinator twice a year beginning with the commencement of the Construction Phase and submitted to the Group. The report shall set out the monitoring information for performance against this Framework.

15.2 The Group will keep the provisions of the Framework under review and if circumstances change requiring amendment to the Framework, they shall be agreed with the Applicant who shall not withhold their agreement unreasonably.

**EXECUTED AS A DEED BY** )  
**TRITAX SYMMETRY (HINCKLEY) LIMITED** acting by ) .....  
in the presence of ) .....

Witness [Signaturesignature](#)  
Name  
[Address](#)  
Occupation  
[Address](#)

**EXECUTED AS A DEED BY** )  
**TRITAX SYMMETRY (BARWELL) LIMITED** acting by ) .....  
in the presence of ) .....

Witness [Signaturesignature](#)  
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[Address](#)  
Occupation  
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**EXECUTED AS A DEED BY** )  
**BARCLAYS BANK PLC** acting by its ) .....  
attorney(s) in the presence of ) .....

Witness [Signaturesignature](#)  
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Occupation  
[Address](#)

Executed as a deed by  
**DAVID WILLIAM HEBBLETHWAITE**  
in the presence of:

.....  
**Signature**

Witness signature

Name

[Occupation](#)

Address

Executed as a deed by  
**CAROLINE MARGARET HEBBLETHWAITE**

.....  
**Signature**

in the presence of:

Witness signature

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[Occupation](#)

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Executed as a deed by  
**DAVID JOHN GAMBLE**  
in the presence of:

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**Signature**

Witness signature

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Executed as a deed by  
**SUSAN ALEXANDRA SAMPEY**  
in the presence of:

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**Signature**

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Address

Executed as a deed by  
**ANNE ELIZABETH WINCOTT**  
in the presence of:

.....  
**Signature**

Witness signature

Name

[Occupation](#)

Address

Executed as a deed by  
**MADLINE MACE**  
in the presence of:

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**Signature**

Witness signature

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[Occupation](#)

Address

Executed as a deed by  
**JOHN CHARLES FOXON**  
in the presence of:

.....  
**Signature**

Witness signature

Name

[Occupation](#)

Address

Executed as a deed by  
**ANDREW GEORGE WINCOTT**  
in the presence of:

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**Signature**

Witness signature

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Executed as a deed by  
**JAMES DANIEL HEBBLETHWAITE**  
in the presence of:

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**Signature**

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Executed as a deed by  
**MATTHEW DAVID JOHNSON**  
in the presence of:

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**Signature**

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Address

Executed as a deed by  
**RACHEL JEAN JOHNSON**  
in the presence of:

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**Signature**

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Address

~~Executed as a deed by  
**ANNE ELIZABETH WINCOTT**  
in the presence of:~~

.....  
~~**Signature**~~

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~~Address~~

Executed as a deed by  
**CAROLINE JANEJAYNE ELLIS**

.....  
in the presence of:

**Signature**

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Name

[Occupation](#)

Address

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