## EXHIBIT LIST

Reference No: HOC/00174  
Petitioner: Yarlet Trust  
Published to Collaboration Area: Monday 18-Jun-2018

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Design Technical Note: Yarlet School Car Park Access Review
Introduction

1.1.1 HS2 Ltd has been asked to review alternative options for access to Yarlet School car park. During the discussions with the school five potential option have been identified. The majority consist of a single carriageway road with passing bays, consistent with the HS2 Technical Standard for Accommodation Access.

1.1.2 All would provide access from the public highway to the school car park.

1.1.3 The high level costs for each of these options is shown in the attached annex and, as applicable, areas where additional costs may be incurred have been identified. The cost and impacts of any widening of Enson Lane resulting from the relevant options has not been assessed as part of this technical note.

1.1.4 HS2 Ltd have produced this information to inform further discussions with the school. It is provided on a without prejudice basis and should not be taken as an acceptance that any of these options is necessary to maintain access.

Existing/Current

1.2.1 The existing car park is located to the north west of the school parallel to the A34 Stone Road. Access is currently provided directly from the southbound (SB) carriageway of A34 with a left turn facility. To access the northbound (NB) carriageway on the A34 drivers have to turn left and then proceed approximately 2.89km to make a U-turn. To access the school from the NB direction of the A34 vehicles have to drive to the A34 Stone/Enson Lane junction to make a U-turn.

Options Appraisal

2.1.1 Consideration of options for a new access were requested by the school as they had concerns about the effect of planned work to the A34. The 2D design layout and feasibility of five options have been detailed within this report.

2.1.2 Separate work has been commissioned by HS2 Ltd to demonstrate to the School how access would be maintained during construction and operation under the Bill scheme.
3 Option 1: Access from Enson Lane (1)

3.1.1 Option 1 proposes access from Enson Lane approx. 715m from the junction with the A34. The route follows closely the existing watercourse/hedgerow and land boundary towards the A34. The route then crosses the watercourse and runs parallel to the A34 to connect into the north end of the car park. This option is 945 m long.

![Diagram of Option 1 Access from Enson Lane]

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3.1.2 The access has been designed in accordance with the HS2 Accommodation Access Standard (HS2-HS2-HW-STD-000-000004 P02):

- 3.5m single carriageway width;
- 0.6m verge; and,
- Passing bays every 200 metres (minimum).
3.1.3 The design has allowed a 6m clearance from the verge to the watercourse/land boundary to allow for the existing hedgerow and proposed earthworks to be retained. Given the relatively flat terrain it can be assumed that the height of earthworks will be minimal.

3.1.4 The option will require two culverts to cross existing watercourses along the route.

3.1.5 The assessment has assumed that the design speed of Enson Lane is 50 kph. This is based on the 85th percentile speed of similar adjacent highways. To achieve the required visibility the hedgerow and potentially some trees on Enson Lane may need to be removed.

3.2 Environmental Considerations

3.2.1 In addition to the route design considerations, potential environmental issues were reviewed.

<table>
<thead>
<tr>
<th>Table 1 – Summary of the environment implications for Option 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agriculture</strong></td>
</tr>
<tr>
<td><strong>Cultural Heritage</strong></td>
</tr>
</tbody>
</table>
| **Ecology** | Option 1 is likely to have impacts on a mature treeline, hedgerow and/or watercourse throughout whole route of diversion. In addition the option impacts a parcel of semi-improved grassland. Overall, the likelihood is that this option will have a greater potential to impact protected or notable species.  

The majority of the trees within this area fall outside of the original survey area for bat surveys and have therefore not been subject to assessment for these species. It is likely that some of the trees will have the potential to support roosting bats, which are legally protected.  

This option may require additional land for environmental mitigation. |
| **Landscape & Visual** | Impacts from the loss existing woodland belt and hedgerow with mature trees (currently a prominent feature in the landscape). However due to the limited viewpoints the likely visual impacts would be minimal. |
Traffic and Transport

The connection to Enson Lane leads to the full movement junction at the A34 Stone/Enson Lane, some 1150 meters to the North of the existing access. This option will reduce the travel distance for those users who leave the school in a Northbound direction but increase the distance for all other movements (see the comparison table below) overall adding some extra travel distance to school visitors.

<table>
<thead>
<tr>
<th>Distance difference</th>
<th>Out</th>
<th>In</th>
</tr>
</thead>
<tbody>
<tr>
<td>NB</td>
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<td>+2800</td>
</tr>
<tr>
<td>SB</td>
<td>+515</td>
<td>+515</td>
</tr>
</tbody>
</table>

Given the narrow width of Enson Lane in places (<3m) it is anticipated that this option would require some widening given the increased volume of traffic. The widening may cause significant impact as the verges are very narrow and would likely require hedges to be removed.
4 **Option 2: Access from A34 Stone Road**

4.1.1 Option 2 proposes access from the A34 Stone Road approximately 200m north of the existing school access. The access turns south and runs parallel to the A34 before reaching the school car park. This proposal is similar to the existing access provision with merging/diverging tapers provided in accordance with DMRB. This option is 130m long.

![Diagram of Option 2: Access from A34 Stone Road](image)

Figure 2 - ©Crown Copyright and database right 2017. All rights reserved. Ordnance Survey Licence No. 10004919

4.1.2 The access has been designed in accordance with the HS2 Accommodation Access Standard (HS2-HS2-HW-STD-000-000004 Po2):

- 3.5m single carriageway width; and,
- 0.6m verge.

4.1.3 The connection to the A34 is approximately 200m north of the existing access. The provision of merging and diverging tapers will result in some verge widening which may require the removal of some trees/vegetation along the A34. It is also important to note that the A34 is on embankment along this stretch. As a result, there will be earthworks required to traverse the 1:2 slopes.

4.1.4 The route of option 2 does not cross any watercourse and thus it is anticipated that no culverts will be required. Visibility at this proposed junction has been assessed and the splay is...
considered to be within the existing verge. A passing bay has been added to allow vehicles to pass during busy times.

4.2 Environmental Considerations

4.2.1 In addition to the route design considerations, potential environmental issues were reviewed as listed below.

Table 2 – Summary of the environment implications for Option 2

<table>
<thead>
<tr>
<th>Environment</th>
<th>Implications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>There are no agricultural issues anticipated with this option.</td>
</tr>
<tr>
<td>Cultural Heritage</td>
<td>There are no heritage issues anticipated with this option.</td>
</tr>
<tr>
<td>Ecology</td>
<td>Option 2 will likely involve the loss of some trees along a shorter length.</td>
</tr>
<tr>
<td></td>
<td>When the design is further progressed the impact on the trees in the area</td>
</tr>
<tr>
<td></td>
<td>which have a high and moderate potential for supporting bats (protected</td>
</tr>
<tr>
<td></td>
<td>species) can be fully assessed.</td>
</tr>
<tr>
<td>Landscape &amp; Visual</td>
<td>Screened by existing vegetation so visual impact would be minor, however</td>
</tr>
<tr>
<td></td>
<td>some impacts from localised loss of woodland next to A34.</td>
</tr>
<tr>
<td>Traffic and Transport</td>
<td>This option is very similar to the current access, especially if it is not</td>
</tr>
<tr>
<td></td>
<td>possible to provide a full movement access. Option 2 will have minimal</td>
</tr>
<tr>
<td></td>
<td>changes to distances travelled by drivers comparing to the current option.</td>
</tr>
</tbody>
</table>
5 Option 3: Access from Enson (2)

5.1.1 Option 3 proposes access from Enson Lane. The route follows closely the boundary adjacent to Wood farm. The route then runs parallel to the A34 corridor, crossing the watercourse to connect into the north end of the car park. This option is 940m long.

Figure 3 - ©Crown Copyright and database right 2017. All rights reserved. Ordnance Survey Licence No. 10004919

5.1.2 The access has been designed in accordance with the HS2 Accommodation Access Standard (HS2-HS2-HW-STD-000-000004 P02):

- 3.5m single carriageway width;
- 0.6m verge; and,
• Passing bays every 200 meters (Minimum).

5.1.3 The design has allowed a 9m clearance from the verge to the A34 to allow for the proposed earthworks and fencing. Given the relatively flat terrain it can be assumed that the earthworks will be minimal. Option 3 will require a single culvert to cross existing watercourses along the route. In checking the visibility it has been assumed that the design speed of Enson Lane is 50 kph. This is based on the 85th percentile speed of similar adjacent highways. To achieve the required visibility the hedgerow and some trees on Enson Lane may need to be removed.

Environmental Considerations

5.1.4 In addition to the route design considerations, potential environmental issues were reviewed.

Table 3 – Summary of the environment implications for Option 3

<table>
<thead>
<tr>
<th>Agriculture</th>
<th>The route of option 3 would sever Wood Farm which is a Staffs County Council holding. The size of the holding makes it highly sensitive to the associated land take of the proposed access, which could be significant.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ecology</td>
<td>There are likely impacts on mature treeline/ belt, hedgerow and / or watercourse throughout whole route of diversion, plus impacts to a parcel of semi-improved grassland. Option 3 would require the partial removal of 4 hedgerows. The hedgerows appear well established and are likely to be important ecological dispersal corridors used by a range of species potentially including protected species such as bats, any removal of hedgerow has the potential to interrupt these dispersal routes to the detriment of local wildlife populations. Trees within the woodland belt adjacent to the A34 and within hedgerows could be significant ecological receptors such as veteran trees, which there are records of within the local vicinity. The majority of the trees within this area fall outside of the original survey area for bat surveys and have therefore not been subject to assessment for these species. It is likely that some of the trees will have the potential to support roosting bats, which are legally protected. This option may require additional land for environmental mitigation.</td>
</tr>
</tbody>
</table>

Page 9 Uncontrolled when printed
Landscape & Visual
This option crosses all hedgerows perpendicular, so the assumed impact on hedgerows would be kept to a minimum (i.e. only gaps in hedgerows required and not removal of entire lengths). It is presumed that there would be some localised loss of the woodland belt adjacent to the A34 in the school grounds. The proposed road is mostly located adjacent to A34 so visual impact would be minor.

Traffic and Transport
The connection to Enson Lane leads to the full movement junction at the A34 Stone/Enson Lane, some 1150 meters to the North of the existing access. This option will reduce the travel distance for those users who leave the school in a Northbound direction but increase the distance for all other movements (see the comparison table below) overall adding some extra travel distance to school visitors.

<table>
<thead>
<tr>
<th>Distance difference</th>
<th>Out</th>
<th>In</th>
</tr>
</thead>
<tbody>
<tr>
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<td>+2500</td>
</tr>
<tr>
<td>SB</td>
<td>+215</td>
<td>+215</td>
</tr>
</tbody>
</table>

Given the narrow width of Enson Lane in places (<3m) it is anticipated that this option would require some widening given the increased volume of traffic. The widening may cause significant impact on the surrounding land as the verges are very narrow and would likely require hedges to be removed.
6 Option 4: Access from Enson Lane (3)

6.1.1 Option 4 proposes access from Enson Lane. The route follows closely the existing watercourse/hedgerow and land boundary. The route crosses the watercourse onto land owned by the school, circumvents the woodland and then runs parallel to the A34 to connect into the north end of the car park. This option is 930 m long.

Figure 4 - ©Crown Copyright and database right 2017. All rights reserved. Ordnance Survey Licence No. 10004919

6.1.2 The access has been designed in accordance with the HS2 Accommodation Access Standard (HS2-HS2-HW-STD-000-000004 P02):
- 3.5m single carriageway width;
- 0.6m verge; and,
- Passing bays every 200 meters (Minimum).

6.1.3 The design has allowed a 6m clearance from the verge to the watercourse/land boundary to allow for the existing hedgerow and proposed earthworks. Given the relatively flat terrain it can be assumed that the earthworks will be minimal.

6.1.4 Option 4 will require two culverts to cross existing watercourses along the route.

6.1.5 In the assessment it has been assumed that the design speed of Enson Lane is 50 kph. This is based on the 85th percentile speed of similar adjacent highways. To achieve the required visibility the hedgerow and potentially some trees on Enson Lane may need to be removed.

6.2 Environmental Considerations

6.2.1 In addition to the route design considerations, potential environmental issues were reviewed.

Table 4 – Summary of the environment implications for Option 4

<table>
<thead>
<tr>
<th>Agriculture</th>
<th>Option 4 would potentially pass through land which is a Staffordshire County Council small holding (small dairy farm). The size of the holding makes it highly sensitive to the associated land take of the proposed access, which could be significant.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ecology</td>
<td>Option 4 would require the partial removal to 2 hedgerows. The hedgerows appear well established and are likely to be important ecological dispersal corridors used by a range of species potentially including protected species such as bats. Any removal of hedgerow has the potential to interrupt these dispersal routes to the detriment of local wildlife populations. Trees within the woodland belt adjacent to the A34 and within hedgerows could be significant ecological receptors such as veteran trees, which there are records of within the local vicinity. The majority of the trees within this area fall outside of the original survey area for bat surveys and have therefore not been subject to assessment for these species. It is likely that some of the trees will have the potential to support roosting bats, which are legally protected. This option may require additional land for environmental mitigation.</td>
</tr>
</tbody>
</table>
Landscape & Visual

Impacts from loss of the woodland belt and hedgerow with mature trees (currently a prominent feature in the landscape) and additional loss of the prominent feature of the tree belt in school land (located approximately from the point the access road crosses the watercourse to the A34). However due to the limited viewpoints the visual impact would be minor.

Traffic and Transport

The connection to Enson Lane leads to the full movement junction at the A34 Stone/Enson Lane, some 1150 meters to the North of the existing access. This option will reduce the travel distance for those users who leave the school in a Northbound direction but increase the distance for all other movements (see the comparison table below) overall adding some extra travel distance to school visitors.

<table>
<thead>
<tr>
<th></th>
<th>Out</th>
<th>In</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NB</td>
<td>SB</td>
</tr>
<tr>
<td>Distance difference</td>
<td>-2875</td>
<td>+2770</td>
</tr>
</tbody>
</table>

Given the narrow width of Enson Lane in places (<3m) it is anticipated that this option would require some widening given the increased volume of traffic. The widening may cause significant impact on the land around Birch Farm as the verges are very narrow and would likely require hedges to be removed.
Option 5: Upgraded existing access

Option 5 proposes upgrading the existing access to the A34 to ensure compliance with current DMRB standards. The proposal has widened the junction and added merge and diverge tapers to allow access to the southbound carriageway of the A34. This upgrade is over a length of 295 m long.

The access has been designed in accordance with the DMRB 42/95.

The design has resulted in the widening of the A34 on the east side. The widening would remove the existing footpath, therefore this option provides a new one along-side the merge taper to link to the current footpath at points to the north and south. It would also be necessary to relocate the bus stop on the southbound carriageway so as not to interfere with the merge taper (no provision has been made for this in either the high level design or the costs).

Furthermore the merge taper is conflicting with the access to Yarlet Hall Farm. The design would need to be refined to allow for the safe interaction of vehicles merging and using the access.
7.1.5 The provision of a facility to cross the central reserve of the A34 from the proposed access/egress to Yarlet School would need to be approved by the highway authority and would also be subject to a Road Safety Audit.

7.1.6 Any provision for crossing the central reserve would involve a widening to the central reserve to allow queuing space and permit vehicle movement in both directions. The widening would involve a local realignment of the A34 and require additional landtake from either the school and/or adjacent properties. With a central reserve widening there are a number of road safety issues which will need to be addressed including:

- vehicles from and to the school would have to cross fast travelling traffic flows and when travelling north merge into the fast lane of the northbound carriageway;
- a significant risk that at peak times the queuing traffic could block the fast lane of the northbound carriageway; and,
- when travelling north along the A34 on the approach to the junction, if a central reserve gap was provided visibility of the junction could be impacted by the vertical geometry of the existing A34 Stone Road and lead to high speed collision.

7.1.7 The high level assessment of this option did not determine whether these issues could be satisfactorily resolved, nor the cost and impact of doing so.

7.2 Environmental Considerations

7.2.1 In addition to the route design considerations, potential environmental issues were reviewed.

Table 5 – Summary of the environment implications for Option 5.

<table>
<thead>
<tr>
<th>Environment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>There are no agriculture issues anticipated with this option.</td>
</tr>
<tr>
<td>Ecology</td>
<td>The expansion of the school access to the A34 will result in the loss of semi-mature trees along the A road, however the relatively small area of loss is unlikely to be significant. The trees do have the potential to support roosting bats therefore there is potentially a significant impact associated with the loss of these features and a requirement for additional mitigation for the bat assemblage in this location.</td>
</tr>
<tr>
<td>Landscape &amp; Visual</td>
<td>This option would have minor impact from a landscape perspective with perhaps the loss of a few mature trees.</td>
</tr>
<tr>
<td>Traffic and Transport</td>
<td>This option will have no increased distance for drivers comparing to the current option.</td>
</tr>
</tbody>
</table>
Impact of the Construction of the HS2 Rail Link on Pupils with Special Educational Needs and Disabilities (SEND)

1. Introduction

1.1 This report was commissioned by HS2 to advise on appropriate measures for the mitigation of impacts of the construction of HS2 on the learning environment for pupils with SEND at Yarlet School, Staffordshire: a mixed independent day and boarding school.

1.2 Sources used to inform this report include scrutiny of relevant documentation:

- Yarlet School’s Hybrid Bill Petition (undated)
- HS2 Promoter’s Response (draft May 2018)
- Map number CT-05-219a
- Information about the school from its website
- Statement from the Headteacher ‘Community Links and Provision for Children with Special Educational Needs’ (undated)
- School’s current SEND register (May 2018)
- ISI Inspection Report April 2018
- Sample of the School’s newsletters (various dates)

1.3 Sources also include:

- A three hour visit on site on 23.05.18 to gain familiarity with the location and environment and meet key personnel.
- Limited observation of the pupils in situ
- A one hour meeting and discussion with Headteacher Ian Raybould and Special Educational Needs and Disabilities Coordinator Natalie Jones
- A thirty minute meeting with the Headteacher of Marshlands Special School, Kim Ellis and Ian Raybould

2. Information about SEND provision at Yarlet

2.1 Yarlet School is a non-selective mainstream, mixed independent day and boarding preparatory school. There are currently one hundred and fifty-seven pupils on roll, eighty-one boys and seventy-six girls. There are eighty-three day pupils and seventy-four boarders. These numbers are broken down into forty-two pupils in the Early Years Foundation Stage, ninety in years one to six and twenty-five in years seven and eight.
2.2 Pupils come from a range of socio economic backgrounds with most pupils living close to the school. The school has identified 35 pupils with special educational needs and disabilities.

2.3 The school offers two Bursary places per year to disadvantaged pupils in years 7 and 8.

2.4 Identified pupils receiving SEND support have varying degrees of learning difficulties including dyslexia, dyspraxia, speech and language and behavioural difficulties.

2.5 Eight pupils have auditory memory difficulties and one pupil in the early years has significant auditory working memory and needs an environment with minimal noise and distraction.

2.6 Two pupils have significant hearing difficulties, glue ear and conductive hearing loss with a hearing aid and need minimal background noise.

2.7 Eight children have behavioural, concentration and attention difficulties. These children need a calm and quiet learning environment.

2.8 Eleven children receive extra support for anxiety and stress and are supported in school and with an external counsellor.

2.9 Currently there are two children with a diagnosis of autism and a further two that show traits. One pupil has ‘a high level of anxiety in response to change’ (Midlands Psychology Report 2014). She takes a long time to settle into each new school year and during periods of change she becomes hyperactive and can be difficult to manage in class. Continual construction work and on-going change could impact on her significantly.

2.10 Only one pupil in the school has an Education, Health and Care Plan (ECHP). He has moderate learning difficulties and additional emotional needs. He has 1:1 counselling and 12.5 funded hours of supported teaching per week. He has attention and behavioural difficulties and needs a quiet learning environment.

2.11 The school runs a commercially produced intervention programme called ‘Relax Kids’ for older children in the school. This programme offers children strategies to cope with anxiety and managing their worries. Techniques used include massage, breathing and visualisation to calm and relax the children. The school believes that it is essential that the classes run in a calm, peaceful and quiet environment. In summer the classes are held outside in the school grounds. Currently 36, out of a possible 52 children, benefit from the programme. Many of these are on the SEND register.

2.12 Another intervention called ‘Be Me’ (in-house) is offered to children who need to build their self-esteem and confidence. This intervention takes place both within and outside of the school building.

Yarlet School – June 2018
2.13 The school runs a gardening club that is open to all and many children on the SEND register benefit from this.

2.14 Every afternoon all pupils have games and activities including swimming. For SEND pupils swimming has a therapeutic benefit.

3. Community Links

3.1 Yarlet school has forged a strong link with Marshlands Primary Special School, Second Avenue, Stafford ST16 1PS which is situated 3.1 miles away via the A34.

3.2 Marshlands has 92 pupils on roll of which 80% are on the Autistic Spectrum. Pupils range from non-verbal to high functioning.

3.3 The partnership between the two schools was set up in 2009 and is continuing to evolve.

3.4 Yarlet currently provides residential opportunities to Marshlands pupils on a termly basis. For the young people with autism the residential short breaks and holiday clubs foster independence in a safe environment near to their homes. This is an important step to developing their self-reliance and life skills. Also Marshlands’ pupils visit the school approximately once per term to learn alongside Yarlet pupils and use the school’s facilities. They are also invited to special events such as the Christmas party.

3.5 The numbers of children who benefit from this link are between 10-15 pupils on both sides (Yarlet and Marshlands) and the arrangement tends to focus on years 5 and/or 6. These numbers relate to the use of the swimming pool, lessons, residential visits and apply both in term times and holidays.

3.6 The community service side of Yarlet pupils visiting Marshlands tends to be a smaller number of year 4 pupils and would be at certain times rather than every week.

3.7 Marshlands’ holiday club makes occasional use of the pool in July and August. The club is not based at Yarlet but travels across to the site.

3.8 Yarlet does not charge for the use of its grounds or facilities. If Marshlands had to find alternative accommodation for the residential and holiday club there would be a cost and this may not be able to be covered by the school.

3.9 Both schools feel that the success of the current partnership is their close proximity to each other. Longer journeys could be problematic for some of the autistic children from the special school.

3.10 The Head of Marshlands says that parents and staff are reassured by the fact that they know Yarlet, know the Headteacher and feel it is a safe place for their vulnerable children. She feels that they would be nervous about alternative arrangements.

3.11 Ian Raybould feels that by Marshlands finding alternative arrangements Yarlet pupils would be denied some valuable learning experiences. The benefits of the partnership were highlighted in Yarlet School’s recent Independent Schools Inspection (April 2018) ‘Pupils gain useful insights into the needs of others, for example, through the strong links with a nearby special school’ including fund raising to improve its resources. Pupils develop
understanding of, and empathy for, others and social awareness through their local projects with the community’.

3.12 Pupils at Yarlet also undertake practical work supporting local people who use nearby public gardens as a place of respite, rest and sanctuary. They also assist the work of the local hospice, where they undertake gardening projects and give musical concerts for patients. These links are beneficial to the Yarlet pupils, including those with SEND, as part of their personal and social education.

Potential Implications of the Identified Environmental and Equality Impacts on the Learning Environment at Yarlet School

4. Noise and Vibration

4.1 Pupils at Yarlet School with SEND and hypersensitivity to noise / vibration could be impacted upon by the close proximity of the construction to key areas on the site. Areas possibly affected include the outside swimming pool, parts of the grounds used for outside learning, some classrooms and the boarding provision.

4.2 The noise from the close proximity of the construction site to the swimming pool may distress some pupils. Swimming is known to be particularly beneficial for children with SEND. One of the pupils at Yarlet has cerebral palsy. Many children whose disabilities restrict their movements come into their own in a swimming pool. Swimming boosts physical activity levels helping to build muscle tone and strength. It also helps with balance, coordination and the development of motor skills. When children learn to float they are isolating muscle groups and learning how to coordinate different motions in order to reach a physical goal. In terms of emotional benefits swimming helps to boost self-confidence and self-esteem. It also encourages social interaction and participation in team skills.

4.3 Yarlet School has extensive and secluded grounds that are used throughout the year for learning outside the classroom and for therapeutic interventions. The Council for Learning Outside the Classroom (LOtC) is the leading Charity working with the DFE and Ofsted in promoting this way of accessing learning, claiming it raises attainment, bolsters social, emotional and personal development and contributes to health and wellbeing.

4.4 The LOtC Council’s recommendations for outdoor learning on a school site include activities that Yarlet School has already prioritised as important features in their curriculum. This includes play areas for problem solving / team building games and activities, habitats such as playing fields, hedges, meadows and ponds for field study and science, a school garden for science, sustainability and food education, whole site for orienteering, outdoor literacy e.g. storytelling, art, practical numeracy activities, wooded areas for forest school
activities, playing fields for overnight camping experiences and playground equipment for adventure activities.

4.5 At Yarlet there is also the therapeutic aspect of their outdoor learning programme. Many children with special needs thrive when learning outside of the school classroom. The ‘Relax’ programme takes place outside (weather permitting). Currently there is some noise from the traffic on the A34 that appears to be tolerated by pupils. The areas nearest to the construction site may be impacted on by the additional and often unpredictable noise during construction.

4.6 The way that the buildings are situated on the school site means that lessons take place in classrooms that are close to and face the construction site. In the summer the vegetation and trees hide the construction site and may deaden some of the noise. However much of this vegetation is deciduous.

4.7 In some of the classrooms such as the Art and ICT rooms there are only small windows. Although this may be beneficial in reducing the impact of the noise, opening the windows would be essential at certain times, such as on warm days, to provide sufficient ventilation. Some therapeutic work is currently undertaken in the Art room. All of the teaching rooms except for the Design and Technology room had windows open for ventilation when I visited in May.

4.8 The school’s dormitories face the construction site although, at this time of the year, they are hidden by dense vegetation. The opportunity to board is offered to all including SEND pupils. One autistic boy spoke enthusiastically to me about his experience of boarding. For parents of youngsters with special educational needs and disabilities boarding offers respite. The dormitories have only one window and ventilation is essential. The school is concerned that if the construction activity continues until 8pm the noise could impact upon younger pupils who are getting ready for bed at this time.

5. Traffic, Transport and Access

5.1 All pupils, including those with SEND, are brought to school by their parents and the only access is from the A34. Ian Raybould feels that the rerouting of the A34 would result in pupils having to pass by the construction site twice on each of their journeys to and from school. For those pupils for whom routine is essential and delays can cause anxiety, this could impact on their well being and ability to learn. Also Yarlet runs many extra curricular visits off site alongside their community links. The Headteacher feels that these journeys could also be affected and delayed during the construction period.

5.2 The local special school has also expressed its concerns that its links with Yarlet may have to be reviewed because of difficulties with access and passing through the works. Their autistic children could be affected by the noise and change of routine.
5.3 Yarlet School has petitioned for an alternative access route into the school, from the A34 at the junction with Enson Lane that includes a new driveway of approximately one kilometre, which they see as a preferable option.

6. Air Quality
6.1 The school has raised concerns about the potential impacts on the school of dust arising as a result of the construction works. There isn’t necessarily a correlation between SEND and asthma / bronchial conditions although children with SEND can be less robust than their counterparts.

Potential Further Mitigation Measures that could reduce the impact of the construction of HS2 on the pupils with Special Educational Needs and Disabilities at Yarlet School

The sorts of measures that could be utilised, if considered necessary, include:

7. Noise
7.1 Replacing the existing fencing around the outside swimming pool with soundproofed boarding at a height recommended by the School’s or Promoter’s noise specialists.
7.2 Planting vegetation / trees along the outside of the boarding to match with its surrounding environment.
7.3 Adding coniferous vegetation to existing planting along the affected perimeter of the school, outside the dormitories and teaching rooms to reduce impact on pupils who may be affected by visual disturbance.
7.4 Installing double-glazing to buildings that are closest to and impacted upon by the construction and house Art, Music, Science, ICT, DT and Languages.
7.5 Installing double-glazing into the building that houses the dormitories.
7.6 Installing a filtrated cooling system within the buildings that are closest to and impacted upon by the construction, to provide appropriate regulatory ventilation of said building when windows are closed to reduce noise. This system needs to run reasonably quietly. It does not need to be silent.
7.7 Reducing noise reverberation in the buildings closest to the construction and investigate soundproofing ceiling or wall tiles as appropriate.
7.8 Providing accurate and timely information about when to expect significant drilling / machinery noise and for how long so pupils can be prepared and activities can be adapted or changed to be scheduled inside.

8. Transport, Travel and Access
8.1 It is important that the Promoter considers ways to ensure that access is maintained and travel delays minimised during construction.
8.2 It could be useful for the school to have specific information about roads and traffic closures in advance so parents of SEND pupils can be warned.

Yarlet School – June 2018
9. Air Quality
9.1 The school could benefit from having a direct contact number to a key person involved in the construction who could be reached should the control measures for air quality not be working.

10. Outcomes from the visit to Yarlet School
10.1 It is agreed that the impact of the noise during the construction of HS2 on the pupils at Yarlet School, with special educational needs and disabilities, could be disruptive and may cause distress and harm to some individuals.

10.2 It is agreed that the educational and therapeutic activities that are currently undertaken in the grounds of the school could be impacted upon by the noise caused during construction of HS2.

10.3 It is agreed that the proposed scheme could impact on the tranquility of the school and as such affect the ability of the school to attract those pupils with special educational needs and disabilities who are hypersensitive to noise and visual disturbance.

10.4 It is agreed that some of the teaching areas could be impacted upon during construction either because of noise or lack of ventilation.

Conclusion

Mitigation measures, as described in the HS2 Phase 2A Environmental Statement, Draft Code of Construction Practice and the Equalities Impact Assessment (www.gov.uk) go part way in ensuring that the SEND pupils at Yarlet School could cope with the impact of the Construction of HS2.

It is recommended that the proposed further mitigation, suggested in this document, be considered as well so that pupils with special educational needs and disabilities are not unduly affected by the construction and can continue to flourish and succeed.

Jean Mockford
SEN / Autism Consultant HS2

09.06.18
Alastair,

I attach a further copy of the proposed agreement with Yarlet School, with our amendments to the text you kindly circulated on Wednesday. The assurances contained within the agreement have now been through governance and are no longer offered on a Without Prejudice basis.

You will see that we have accepted the majority of your proposed amendments, subject to some tweaking that I hope is uncontroversial; however, there are three points where changes have been made for particular reasons that I thought we should share with you ahead of our meeting on Monday morning.

**Access**

In light of your concerns, HS2 proposes to produce a report in consultation with SCC about the current position vis the u-turn opposing Enson Lane and whether there is any need for a safe and acceptable alternative in light of the diversion of the Beaconsfield traffic. The report will be finalised and reported to the Committee before the summer recess. This reflects your request for an assurance at bullet point two on slide A167(2) of your exhibits.

**Utility Works**

The promoter will promote an AP to take the gas utility works through the grass verge outside existing Bill limits to avoid obstructing the School’s main drive.

You should also be aware - in case it has been missed - that plots AP1-5 and AP1-6 are required for works associated with the realignment of the A34.

**Haul Road**

We cannot give you the assurance you request because we cannot tie HS2’s hands. However, what we can do is engage with the School at detailed design on their location and seek to reduce impacts in the event that there is a haul route on the north of the proposed cutting.

Regards
Marianne

Marianne Bowtell | Petition Manager – Complex Agreements | HS2 Ltd
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DATED 2018

BETWEEN:

(1) THE SECRETARY OF STATE FOR TRANSPORT

and

(2) THE YARLET TRUST

AGREEMENT

Relating to the High Speed Rail (West Midlands - Crewe) Bill
THIS AGREEMENT is made on the day of 2018

BETWEEN:

(1) THE SECRETARY OF STATE FOR TRANSPORT

and

(2) THE YARLET TRUST

WHEREAS:

(A) A Bill providing for a railway between a junction with Phase One of High Speed 2, near Fradley Wood in Staffordshire, and a junction with the West Coast Main Line near Crewe in Cheshire, and for connected purposes, has been introduced into Parliament and is promoted by the Secretary of State for Transport;

(B) The Yarlet Trust (“the Trust”) is a company limited by guarantee with registered number 00975999 and owns and manages Yarlet School (“the School”), situated in the parish of Marston in the Borough of Stafford;

(C) As part of this work, the Promoter acknowledges the need to comply with the Equality Act 2010 and to make reasonable adjustments for disabled persons in certain circumstances in accordance with section 20 of that Act;

(D) The Promoter considers that it has a duty under the Equality Act to make reasonable adjustments for those pupils and other users of Yarlet School with disabilities as defined in the Equality Act;

(E) The parties are entering into this Agreement for the purposes of addressing concerns expressed by the Trust as to the potential effects of operational and construction noise, interference with access and other matters on the School’s functions.

IN CONSIDERATION OF the terms of this Agreement, the Yarlet Trust will refrain from any further opposition to the Bill in connection with the subject matter of this Agreement save insofar as relates to access to a school and the effects of noise and dust on the School.

1. Interpretation

1.1. In these assurances this Agreement the following expressions shall have the following meanings:

Yarlet - draft agreement 15 Ju Yarlet - draft agreement 15 Ju Yarlet - draft agreement 4158-3565-8772 v.1.docx 4158-3565-8772 v.1.docx 4158-3565-8772 v.1.docx 4158-5301-7620 v.1.docx 2
the Authorised Works means the works to be authorised by the Bill;

the Bill means the High Speed Rail (West Midlands to Crewe) Bill which was deposited in Parliament on 17 July 2017;

Competent Person means an independent person who is appropriately qualified to finalise the programme of works and/or the Risk Management Action Plan referred to in clause [paragraph 4] and who is to be appointed by agreement between the nominated undertaker and the School, or in default of such agreement, is nominated by the President of the Institute of Acoustics;

the Construction Programme means the construction programme for the HS2 Works;

the environmental statement means the environmental statement deposited with the Bill and any relevant supplementary environmental statement or environmental statement deposited as part of an additional provision to the Bill;

HS2 Noise Policy means the Promoter’s policy for its approach to managing and mitigating the impact of noise upon receptors set out in a number of documents including the Phase 2a draft Code of Construction Practice and HS2 Phase 2a Information Papers E9: Control of airborne noise, E10: Ground-borne noise and vibration, E11: Control of noise from the operation of stationary systems, E12: Operational noise and vibration monitoring framework and E13: Control of construction noise and vibration;

the HS2 Works means the works to be authorised by the Bill [within the vicinity of the School];

the nominated undertaker means High Speed Two (HS2) Limited or such other person as may be appointed nominated undertaker under clause [paragraph 4] of the Bill;

the Promoter means the Secretary of State for Transport or any successor Secretary of State holding the transport portfolio in his capacity as promoter of the Bill;

Relevant Values means:

(a) the relevant guideline sound levels in terms of LpAeq,30min published by the Department for Education and the Education Funding Agency’s document “Acoustic design of schools: performance standards. Building Bulletin 93. February 2015; and

(b) the Institute of Acoustics/Association of Noise Consultants – Acoustics of Schools: a design guide. November 2015; and

(c) other published guideline sound levels suitable for the purposes of assessing the effects of construction noise on school dormitories (which shall include the screening
criterion for night-time noise effects on hotels and hospitals set out in the environmental statement at Table 8 Volume 5 Tech Appendices, SV-001-000 – Annex A:

Risk Management Action Plan means the risk management action plan to be developed and produced under clause 5 which has the meaning given to it in paragraphs [X] and [Y];

the School means Yarlet School of Yarlet Hall, Yarlet, Staffordshire ST18 9SU, and includes the swimming pool and other facilities used by the school at the school site [insert address];

Site Action Level means a measurement threshold for continuous automatic airborne dust monitoring above which investigations will be required;

Trigger Action Levels means noise levels relevant to the uses of the School as at the date of this Agreement and any other reasonable educational uses of the School including boarding that may be being carried out at the time at which the Risk Management Action Plan is agreed.

1.2 Words importing the singular include the plural and vice versa.

1.3 Words importing persons include firms, companies and corporations and vice versa.

1.4 Any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force.

1.5 Where any obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that obligation.

1.6 Any obligation on any party not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control.

1.7 References in this Agreement to clauses and provisions of and works authorised by, the Bill are taken from the Bill as introduced in the House of Commons on 17 July 2017 but shall be modified as far as may be necessary to reflect changes in the Act upon Royal Assent.

1.8 The headings to the clauses and schedules of this Agreement are for ease of reference only and shall not affect the construction or meaning of this Agreement.

1.2.1.9 Any consent, approval, authorisation or notice required or given under this Agreement shall only take effect if given in writing.

2. Access

2.1 The Promoter will require the nominated undertaker to use reasonable endeavours to ensure that access to the School is maintained at all times throughout construction.

Commented [AL1]: Rick Methold (RM) comment: Table 8 Volume 5 Tech Appendices, SV-001-000 – Annex A indicates a sleep disturbance screening criterion for hotels and hospitals but not specifically for schools. This is based upon an internal value of 30 dB LpAeq,T consistent with BS8233, WHO. The school considers that this is an appropriate Relevant Value for dormitories after 7.30pm when the youngest children will be expected to be preparing for sleep according to the headmaster. Please advise whether the precision in the above needs to be reflected in the agreement text.

Commented [AL2]: RM: This term and its definition is taken from the draft CoCP at para 7.3.1. It means that the term above (TAL) can be maintained for noise purposes only.
2.2. The Secretary of State will require the nominated undertaker, in exercising the powers under the Bill, not to prevent vehicular access to Yarlet School from the A34 southbound and from the School to the A34 southbound in all reasonably foreseeable circumstances.

2.3. The Secretary of State will require that in any case where it were to be necessary to prevent such access the Nominated Undertaker would be required to contact the School in writing at least 7 days in advance (except in the case of emergency) so as to reduce the impact on the operation of the School and inconvenience to persons accessing the School.

2.2.4. The Promoter will, in consultation with Staffordshire County Council, consider the scope for a safe and acceptable alternative to the current u-turn provision on the A34 at Enson Lane and will prepare a report for the Select Committee; such report to be finalised and reported to the Select Committee before it breaks for the Summer Recess.

3. Site Specific Traffic Management

3.1. The Promoter will, during detailed design and during construction of the Authorised HS2 Works in Staffordshire, require the nominated undertaker and/or its contractors to:

3.1.1. treat Yarlet School (the School) under paragraph 14.2.4 of the draft Code of Construction Practice as a relevant key stakeholder and consult the School in relation to matters that directly affect (or potentially directly affect) access to the School and, so far as reasonably practicable, consult the School in relation to relevant elements of local traffic management plans;

3.1.2. engage with Yarlet School (the School) and Staffordshire County Council, along with other directly affected stakeholders, in order to develop the Site Specific Traffic Management arrangements for the local area, prior to making any submission under Schedule 4 of the Bill, which may affect arrangements for travel to and from the School. These site specific arrangements will include mechanisms and requirements for the management of protecting School pupils and other vulnerable road users (including all pedestrians) and the arrangements that will be put in place to ensure that access to the School is maintained in accordance with clause paragraph 2 above (including the provision of plans for the access to the school to and from the temporarily realigned and permanently reinstated A34);

3.1.3. provide the School with on-going specific information about road closures within 3km of the School and any resulting impacts on travel to the School. Any relevant planned road closures will be notified in advance. It will be for the School to communicate this information to pupils and transport providers as necessary; and

3.1.4. keep the School informed about any additional impacts caused by road works associated with the construction of the HS2 Works within 200m of the School.
4. Noise and vibration

4.1. The Promoter has set out its approach to managing and mitigating the impact of noise upon receptors in a number of documents, including the Phase 2a draft Code of Construction Practice and HS2 Phase 2a Information Papers E9: Control of airborne noise, E10: Ground-borne noise and vibration, E11: Control of noise from the operation of stationary systems, E12: Operational noise and vibration monitoring framework and E13: Control of construction noise and vibration.

4.2. As part of this work, the Promoter acknowledges the need to comply with the Equality Act 2010 and to make reasonable adjustments for disabled persons in certain circumstances in accordance with section 20 of that Act.

4.3. The Promoter considers that it has a duty under the Act to make reasonable adjustments for those pupils and other users of Yarlet School with disabilities as defined in the Equality Act.

4.4.1. The Promoter will require the nominated undertaker, as the detailed design of the HS2 Works is progressed, to work with the School's noise specialist to assess the requirement for reasonable adjustments at the School ("the Assessment"), having due regard to both HS2 Noise Policy and the Relevant Values and, as part of such engagement, shall share such reasonable worst construction noise predictions as are reasonably necessary to enable such assessment to be carried out.

4.5.1.4.2.1. Based on the reasonable worst case construction noise predictions provided, and bearing in mind the needs of the pupils at Yarlet School, the Promoter will require the nominated undertaker to work with the School's noise specialist to propose construction methodologies to reduce, so far as reasonably practicable, the effects of HS2 construction noise at the School and to implement those construction methodologies as appropriate.

4.5.2. The Promoter will require the nominated undertaker to consider and seek to agree any reasonable proposals put forward by the School's specialist noise advisor for a programme of works (subject to all access rights being granted by the School and the obtaining of any necessary consents jointly by the nominated undertaker and/or the School) at the School to reduce so far as reasonably practicable the effects of HS2 construction noise identified in the assessment.

4.5.3.4.2.2. The Promoter will require the nominated undertaker to consider and seek to agree proposals with the School's specialist noise advisor for a bespoke Risk Management Action Plan in accordance with clause 4.3 described in paragraph [X] for implementation at the School during the construction of the HS2 Works.
4.5.4.2.3. during commissioning of, and following the introduction of services for passenger use on the HS2 railway, the Promoter will require the nominated undertaker to carry out noise monitoring at the School in accordance with the commitments set out in HS2 Phase 2a Information Paper E12: Operational noise and vibration monitoring framework and share with the School the monitoring data gathered. If necessary actions may reasonably be taken to reduce the effect, in line with HS2 Phase 2a Information Paper E9: Control of airborne noise, then the Promoter will require the nominated undertaker to undertake such corrective actions to reduce operational noise effects, having regard to the need to reduce so far as reasonably practicable any strong tonal, impulsive or intermittent characteristics during the school’s day-time operational hours; and

4.5.4.2.4. the Promoter will require the nominated undertaker to consider and seek to agree any reasonable proposals put forward by the School's specialist noise advisor for a programme of works (subject to all access rights being granted by the School and the obtaining of any necessary consents jointly by the nominated undertaker and/or the School) at the School to reduce so far as reasonably practicable the effects of HS2 construction noise identified in the assessment, including proposals for the benefit of SEND pupils and other SEND users of the school. Examples for the benefit of SEND pupils and other SEND users of the school include, but are not limited to:

(a) Existing fencing around the outside swimming pool to be replaced with sound-proofed boarding as a noise barrier to a height of 1.981 metres to be determined in the assessment;

(b) Planting of vegetation and/or trees, as appropriate, along the outside of boarding-the noise barrier for the purposes of visual and acoustic screening, and privacy;

(c) The addition of coniferous planting to the existing planting along the perimeter for visual screening for the school buildings likely to be adversely significantly affected by construction noise impacts, including in particular, the dormitories and classrooms facing the construction works;

(d) The installation of a package of such measures as may be reasonably necessary and reasonably practicable (including enhanced sound insulation to glazed areas, supplementary ventilation and solar blinds to south facing glazed areas) double glazing to windows on those buildings closest to and likely to be adversely significantly affected by construction noise impacts, which currently accommodate the art, music, science, design and technology and languages classrooms and to the dormitory windows;

(e) The installation of a reasonably quiet, albeit not silent, filtrated cooling system within the buildings referred to in the previous bullet point, to provide ventilation at times when the windows are closed to reduce construction noise;

Commented [AL7]: RM: This has specific meaning in HS2 ES language. The planting will only assist in managing visual stimuli to students during teaching, and this should not be governed by situations where the noise is significant only.

Commented [AL8]: RM: The Relevant Values will be used to determine which windows require enhanced insulation, not those under HS2 ES assessment criteria.
(f)(e) The installation of carpeting in classrooms and dormitories to reduce noise reverberation associated with construction noise;  

(g)(f) If reasonably necessary for the reduction of the effects of HS2 construction noise impacts and reasonably practicable to introduce, the installation of ceiling or wall sound-proofing tiles;  

(h)(g) The provision of reasonably timely advance information to the School regarding the likely timing and duration of HS2 works expected to exceed the Relevant Values; significant drilling or other machinery noise arising from the HS2 Works, to allow for pupils to be prepared and school activities to be adapted or changed.

4.3. The programme of mitigation works referred to in clause 4.2.4 must be fitted and fully functional at the School at least three months in advance of such of the HS2 works as are predicted to cause the Relevant Values to be exceeded.

5. Risk Management Action Plan

5.1. The School will instruct a specialist acoustic adviser to develop a draft Risk Management Action Plan setting out the School’s proposals for those reasonably practicable measures that it would wish the Promoter to adopt for management of noise impacts arising from the HS2 works on the School, such plan to be provided to the Promoter no less than 18 months before the HS2 works are programmed to commence.

5.2. The Promoter will:

5.2.1. consider the School’s proposals referred to in clause 5.1; and

5.2.2. seek to agree with the School’s specialist acoustics adviser a final version of the Risk Management Action Plan to be implemented jointly by the Promoter and the School during construction of the HS2 works.

5.1.5.3. The Promoter will require the nominated undertaker to ensure that the Risk Management Action Plan referred to in clause 5.2 paragraph [X] above addresses the following minimum requirements:

5.1.1.5.3.1. the form and regularity of engagement between the nominated undertaker, the School and the School’s technical advisors;

5.1.2.5.3.2. the respective roles of the nominated undertaker and the School in the implementation of the Risk Management Action Plan;

5.1.3.5.3.3. definitions of Trigger Action Levels;

5.1.4.5.3.4. reasonable protocols to be applied to manage risks of an exceedance of the Trigger Action Levels during construction activities and any necessary interactions with the Promoter;

Commented [AL9]: RM: Strictly speaking Reverberation is a property of the room space.

Commented [AL11]: RM: As discussed for CWA the responsibility for production of the draft RMAP lay with the School to ensure that the specific requirements were understood form the outset, and the Promoter was required to consider and seek to agree that draft RMAP within 28 days of submission. Referral to arbitration after that time. Yarlet School would like to see the same process offered here.
5.1.5.3.5. actions and procedures to be implemented in the event that the Trigger Action Levels are exceeded at one or more of the monitoring locations in the School;

5.1.5.3.6. noise monitoring arrangements during the School's normal operating hours, including those periods of importance for boarding pupils;

5.3.7. provisions for audio-capture capability in the noise monitoring equipment specification.

5.4. In the event that the parties are unable to agree a final version of the Risk Management Action Plan within 28 days of the Promoter being provided by the School with a draft Risk Management Action Plan, then either party may refer the matter to the Secretary of State who will instruct a Competent Person to finalise the said plan.

6. Dust

6.1. The Promoter believes that the measures set out in the draft Code of Construction Practice would be sufficient to manage and control dust from the construction of the HS2 Works. However, the Promoter recognises that the School's reasonable concerns could be allayed by a commitment to monitor dust during the most intensive periods of construction. On that basis, the following provisions of this clause 6 are agreed. Promoter is therefore willing to offer an assurance to the School in the following terms:

6.2. The Promoter will require the nominated undertaker to treat the HS2 Works, and in particular the construction of the Yarlet South Cutting, as "medium risk" as set out in the Institute of Air Quality Management (IAQM) Guidance on the assessment of dust from demolition and construction" 2014, as revised from time to time, ("IAQM, 2014") for the purposes of worksite boundary construction dust monitoring unless and until it is demonstrated by the nominated undertaker's appointed contractor that the relevant construction compounds worksites do not meet the criteria to be classed as medium risk under IAQM 2014, and the School will not unreasonably object to commensurate proposals for modified monitoring and reporting protocols and other relevant obligations where such circumstances are demonstrated.

6.3. Worksite boundary automatic continuous construction dust monitoring will be undertaken at the relevant construction worksite(s) for any such period that it is treated as medium risk under clause 6.2 above as set out in Section 7.3 of the draft Code of Construction Practice, and the results will be reported back to the School in the manner described in relation to the relevant local authority in Section 4.3 of the draft Code of Construction Practice, including the investigation of exceedances of the Site Action Level as appropriate.

6.4. For the avoidance of doubt, in the event that it is determined that a relevant construction worksite compound does not meet the criteria to be classed as medium risk in accordance with clause 6.2 paragraph (i), the Promoter will require the nominated undertaker to share with the School the information on which that determination has been made and to have due regard to the School's reasonable concerns.

Commented [AL12]: RM/David Harvey (DH): The risk level must be determined in advance of works taking place according to the guidance, and cannot be changed once defined. However, we acknowledge the requirement for continuous monitoring can be relaxed where justification can be provided. The school would not unreasonably object to such a relaxation before the end of the construction programme where justification is provided by the project.

Commented [AL13]: RM/DH: Words taken from CoCP for medium risk sites.
representations before modifying the monitoring and reporting protocols and other relevant obligations associated with medium risk worksites reducing the level of risk from medium to low.

7. Costs

7.1. The Promoter will require the nominated undertaker to pay the reasonable and properly incurred costs and expenses of such noise specialist and/or other specialist advisor(s) as the School may reasonably require to advise it in relation to the implementation of the Promoter’s obligations under this Agreement, including the production and implementation of:

7.1.1. the production and implementation of the construction methodologies referred to in clause 4.2.1 at paragraph 3;

7.1.2. the production and implementation of the programme of works to the School referred to in clause 4.2.4 at paragraph [XX];

7.1.3. and the production and implementation of the Risk Management Action Plan referred to in clause 5 at paragraph [XX]; and

7.1.4. in consideration of the information provided to the School in relation to dust monitoring referred to in clause 6 paragraph [X].

7.2. Clause 7.1 is subject to:

7.2.1. the nominated undertaker’s prior approval of such costs (such approval not to be unreasonably withheld or delayed);

7.2.2. the submission of receipts for costs so approved including such further detail and/or evidence as the Promoter may reasonably require; and

7.2.3. the School and its relevant advisor(s) seeking to mitigate any costs for which recovery is sought, as far as is reasonable and proportionate.

7.3. The Promoter will reimburse the School’s costs of obtaining any necessary consents referred to in this Agreement including, but not limited to, the costs arising from any application for planning permission, including the reasonable and proper costs of a planning consultant.

7.4. Any mitigation works provided under this agreement will be provided at the expense of the Promoter.

8. Timing of mitigation measures

8.1. Any mitigation works arising from this agreement will be carried out during school holidays, save in exceptional circumstances or as otherwise agreed by the parties (acting reasonably).
9. Third party consents

9.1. Any requirement under this agreement on the Promoter or nominated undertaker to implement mitigation measures or other works is subject to:

9.1.1. the School granting the Promoter all such access as is reasonably necessary; and

9.1.2. the obtaining of all necessary consents for such measures.

9.2. The parties agree that the School will be responsible for seeking the necessary permissions and consents for works within the boundary of School (including the swimming pool and the area immediately surrounding it) and that the Promoter will be responsible for seeking the necessary permissions and consents for works outside the boundary of the School.

9.3. The Promoter will use reasonable endeavours to:

9.3.1. secure any permissions or consents for which the Promoter is responsible in accordance with clause 9.2; and

9.3.2. support any applications for which the School is responsible in accordance with clause 9.2.

8.10. Width of Yarlet South cutting

8.10.1. The Secretary of State has given a committed commitment that in the exercise of the powers of the Bill no more land will be acquired compulsorily than the Secretary of State reasonably considers is needed to secure the construction and operation of Phase 2A of the Proposed Scheme in a timely and economic manner.

10.2. The Promoter will require the nominated undertaker, following the completion of preliminary Ground Investigation of the area of the Yarlet South Cutting, to carry out and provide a review of that investigation which will consider the scope for reducing the width of the crossing from that shown on the plans that accompany the environmental statement in accordance with the Promoter’s obligation not to acquire more land than is reasonably required for the construction and operation of the Proposed Scheme.

8.10.3. The School may, within 42 days from the date on which the review mentioned in clause 10.2 was received, provide the nominated undertaker with a response to the review, and the nominated undertaker will reimburse the School for any reasonable costs reasonably incurred in appointing an engineer to advise on the response.

9.11. Use of land and utility apparatus works

11.1. The Secretary of State will promote and implement an Additional Provision to provide the powers necessary to carry out the utility apparatus works in the existing grass verge adjacent to the School’s driveway in order to avoid disrupting access to the School as a result of such works, not exercise the compulsory
acquisition powers of the Bill over plots 78, 79, 80, 85, AP1-5 and AP1-6 in the Parish of Marston as shown on Replacement Sheet 1-34 of the Parliamentary Plans accompanying the Bill, subject to the School and/or the freehold owner of the land granting rights on reasonable terms (agreement to which will not be unreasonably withheld or delayed) to place and maintain utility apparatus in its land as shown on the aforementioned Bill plan.

11.2 Notwithstanding clause 11.1, the carrying out of the works for the placing of the utility apparatus shall, so far as is reasonably practicable be programmed so as to take place outside the School’s term time.

As part of the engagement process set out in clause 9.1 below, the nominated undertaker will take into account any reasonable suggestions made by the School in respect of the location of the utility apparatus.

12. Haul Route at Yarlet South Cutting

9.2. The Promoter will engage with the School at the detailed design stage of the Proposed Scheme concerning the location of any site haul routes associated with the Yarlet South Cuttings and, in the event that a haul route is proposed on the northern side of the cutting, will require the nominated undertaker to seek to reduce the impacts on the School resulting from such haul route as far as reasonably practicable. No haul route for large goods vehicles or heavy goods vehicles will be constructed or used as part of the HS2 works on the northern side of the proposed Yarlet South Cutting.

10. Engagement with the School

10.1. The Promoter will require the nominated undertaker to engage with the School and Staffordshire County Council with a view to managing the HS2 works in the area so as to reduce as far as reasonably practicable the effects of construction of those works on the School.

10.2. The Promoter will require the nominated undertaker to engage with the School and Staffordshire County Council to understand the potential impact of the HS2 works on the School and to identify what reasonably practicable mitigation measures as identified within the Code of Construction Practice (and not covered elsewhere in this agreement) might be provided in the event that the construction of HS2 does significantly impact the School or impact on the viability of the School.

10.3. As part of this engagement, the Promoter will require the nominated undertaker to work with the School to develop a Construction Management Plan specific to the School, and in particular the nominated undertaker will:

10.3.1. Identify and implement appropriate mitigation measures (as highlighted in clauses 4 and 5 assurance 7) in accordance with the Code of Construction Practice;
10.3.2.13.3.2. have regard to and continue to review the potential impact of the works on travel to and from the School and how this can be avoided or reduced; and

10.3.3.13.3.3. agree an engagement plan with the School, to include sharing in advance, the Construction Programme on a periodic basis (the frequency to be agreed with the School) with a view to understanding and identifying construction activities which are likely to significantly disrupt learning or public examinations.

11. Dispute Resolution

11.1. A disagreement between the Promoter and/or nominated undertaker and the School in relation to the proposals for a programme of works at the School in accordance with paragraph [XX] or the development and content of the Risk Management Action Plan, shall be decided by a Competent Person reasonably considered by the Secretary of State to be appropriately qualified to finalise the programme of works or content of the Risk Management Action Plan, as the case may be.

14. Assignment

14.1. In the event that any person other than the Promoter is appointed as the Nominated Undertaker for the purposes of the provisions of the Bill to which this Agreement relates and the provisions of this Agreement are not otherwise made directly enforceable against any such person (“the Transferee”) the Promoter covenants that he will require the Transferee to enter into direct covenants in favour of the School that the Transferee will observe and perform such obligations of the Nominated Undertaker or the Promoter as the case may be as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Agreement.

14.2. Upon the Transferee entering into such a deed of covenant the Promoter will be released from the liability to observe and perform such obligations and restrictions under this Agreement as relate to the exercise of the powers that are exercised by the Transferee and the Transferee will be bound by and may enforce the terms of this Agreement as though it had been an original party to this Agreement.

15. Dispute resolution

15.1. Save for a dispute as to the content of the Risk Management Action Plan, which shall be determined by a Competent Person in accordance with clause 5.4, any dispute or difference arising between the parties to this Agreement as to their respective rights, duties and obligations under this Agreement or as to any matters arising out of or in connection with the subject matter of this Agreement (other than a dispute or difference as to compensation which is referable to the Upper Tribunal) shall be referred to and determined by an independent person acting as an expert who has been professionally qualified for not less than 10 years and who is also a specialist in relation to such subject matter, such independent person to be agreed between the parties or failing such agreement to be nominated by the President or Vice-President or other duly authorised officer of the Institution of Civil Engineers on the application of either party (after having given written notice to the other).
15.2. Any dispute or difference arising between the parties as to the meaning or construction of this Agreement or as to any matters arising out of or in connection with the subject matter of this Agreement (not accounted for in clause 15.1 above) shall be referred to and determined by an independent solicitor or barrister of at least 10 years standing acting as an expert and who is experienced in drafting negotiating and advising upon agreements similar to this Agreement, such independent person to be agreed between the parties hereto or failing such agreement to be nominated by the President or Vice-President or other duly authorised officer of the Law Society or the Bar Council (as the case may be) on the application of either party (after having given written notice to the other).

15.3. Any expert appointed under clause 15.1 or 15.2 will afford each of the parties an opportunity to make written representations to him or her and also an opportunity to make written counter-representations on any representations made to him or her by the other party, but will not be in any way limited or fettered by such representations and counter-representations and will be entitled to rely on his or her own judgment and opinion.

15.4. If any expert appointed under clause 15.1 or 15.2 dies, or refuses to act, or becomes incapable of acting, or if he or she fails to publish his or her determination within 3 months of the date upon which he or she accepted the appointment, either party may apply to the President or Vice-President or other duly authorised officer of the Law Society or Bar Council (as the case may be) or the President or Vice-President or other duly authorised officer of the Institution of Civil Engineers to discharge such expert and appoint another in his or her place.

15.5. The parties will abide by the determination of the expert.

15.6. Notwithstanding any other provision of this Agreement, the cost of the parties in connection with any expert determination under this Agreement shall be borne as such expert shall direct.

15.7. This clause 15 shall not apply to such a dispute resolved by the Competent Person under clause 5.4.

16. Savings for compensation

16.1. Nothing in this Agreement shall prejudice or affect the right of the School to compensation under the Bill or any enactment applied by or incorporated in the Bill arising in consequence of the exercise of any powers conferred by the Bill except that the School will not be entitled to be compensated in respect of a matter under the Bill or any such enactment if it is entitled to compensation under this Agreement in respect of that matter and, in considering any compensation claim, regard shall be had to any benefit conferred by this Agreement.

17. Saving in relation to Bill amendments
17.1. Nothing in this Agreement shall prejudice the right of the School to oppose any new or amended provisions of the Bill that may be introduced after the date of this Agreement.

18. Rights of third parties

18.1. Only the parties to this Agreement may enforce the terms of this Agreement and no other third party may enforce any such term by virtue of the Contracts (Rights of Third Parties) Act 1999.

EXECUTED AS A DEED by the parties on the day and year first before written

THE CORPORATE SEAL of
THE SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by

Authorised by the Secretary of State for Transport

THE SEAL of the
YARLET TRUST hereunto affixed in the presence of

and

Governors