



Huddersfield Town Association Football Club
The John Smith's Stadium
Stadium Way
Leeds Road
Huddersfield
HD1 6PX

Network Rail
6th floor
111 Piccadilly
Manchester
M1 2HY

C/O: Mark Blackburn, Gordons LLP

08 November 2021

Our ref: 151667-TSA-00-TRU-LTR-W-
LP-001431

Dear Sir

**The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order (the “Order”)
Huddersfield Town Association Football Club (“HTAFC”)**

I write further to recent correspondence between Network Rail and HTAFC regarding Network Rail’s proposals to carry out de-vegetation and construction works in advance of the grant of the Order (the “**Advance Works**”) on land to the north west of Old Fieldhouse Lane, Huddersfield.

HTAFC has an interest in land which is affected by the Order and has lodged an objection against the Order on 17 May 2021 (the “**Objection**”).

HTAFC has an interest in land on which Network Rail is proposing to carry out the Advance Works, including the land identified on the Deposited Plans and Sections as plot numbers 7-032, 7-033, 7-034, 7-037, 7-038, 7-041, 7-043, 7-044, 7-048, 7-049 and 8-008.

Network Rail has proposed to enter into an agreement with HTAFC (the “**Agreement**”) to negotiate a licence between Network Rail and HTAFC to enable the Advance Works to be carried out and to address concerns expressed by HTAFC in the Objection as to the potential impacts of the Advance Works on HTAFC’s access to and use of the Playing Field, the Training Pitch and the Secure Compound in which the Training Pitch is located, and the security of the same.

The locations of the proposed Construction Compounds for the Advance Works are shown hatched purple on the plan appended to this letter (the “**Plan**”). The Playing Field and Training Pitch are shown shaded green and yellow respectively on the Plan.

Subject to completion of the Agreement, the withdrawal of the Objection and HTAFC providing Network Rail with copies of relevant invoices and supporting narratives, Network Rail has offered to pay HTAFC’s reasonable legal professional fees up to £5,000 (not including VAT) associated

with the negotiation of the Agreement. For the avoidance of doubt, this does not relate to fees incurred in the submission of the Objection, or attendance at the Inquiry.

The latest draft of the Agreement was issued on 3 November 2021 in response to your comments received on 2 November 2021.

You have confirmed as of today that HTAFC is not willing to enter into the Agreement but have not yet provided further detail as to why the current draft is not agreed. Notwithstanding this, Network Rail remains willing to enter into the Agreement on the following terms:

- Network Rail shall use reasonable endeavours to enter into a licence with HTAFC for the Advance Works (a draft licence has been provided);
- Prior to the commencement of the Advance Works, Network Rail shall provide HTAFC with a programme of works and contact details which HTAFC can use to contact Network Rail during the carrying out of the Advance Works;
- Network Rail shall notify HTAFC of any changes to the programme of works which are made prior to commencement of, or during the carrying out of, the Advance Works;
- During the carrying out of the Advance Works, Network Rail shall notify HTAFC of any emergency which impacts upon HTAFC's access to and/or use of the Playing Field, Secure Compound or Training Pitch (including the likely duration and steps being taken by Network Rail to limit such impacts);
- During the carrying out of the Advance Works, Network Rail shall use reasonable endeavours, where reasonably practicable to:
 - Maintain access for HTAFC Personnel on foot and by vehicles (including emergency vehicles) over the Public Right of Way to the Playing Field (shown coloured brown on the Plan) and over the Towpath to the Training Pitch (shown coloured pink on the Plan);
 - Keep disturbance to HTAFC's use of the Playing Field, Secure Compound and the Training Pitch to a minimum;
 - If requested by HTAFC, to deploy a banksman to assist HTAFC in their safe use of the Access Tracks (shown hatched orange on the Plan);
- During the carrying out of the Advance Works, Network Rail shall not:
 - Use the Access Tracks;
 - Remove or breach the existing fences erected by HTAFC around the Playing Field and the Secure Compound;
- Network Rail shall carry out records of condition of the Public Right of Way prior to commencement, and following completion, of the Advance Works and shall make good any material damage caused by the carrying out of the Advance Works.

Network Rail remains open to completing the Agreement in the form of the draft issued on 3 November 2021 but if this cannot be agreed, Network Rail confirms it can commit to the measures set out above in relation to the carrying out of the Advance Works.

A copy of this letter will be submitted to the Inquiry to provide a summary of the commitments which have been provided by Network Rail.

Yours faithfully

A handwritten signature in black ink, appearing to read 'P Carter'.

Penny Carter

Project Manager (Consultation)

