EXHIBIT LIST

Reference No: AP/00024
Petitioner: Little Ingestre Care
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Dear Ms Walters,

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE:
PETITION – HS2-P2A-AP1-000024 – LITTLE INGESTRE CARE LIMITED

I am writing to you in my capacity as the Director of Hybrid Bill Delivery at HS2 Ltd, which is acting on behalf of the Promoter of the High Speed Rail (West Midlands-Crewe) Bill ('the Bill') currently before Parliament.

I am now in a position, on behalf of the Secretary of State for Transport, to offer your clients the following assurance:

1. **Trigger Action Plan**

1.1. The Promoter will work with the Care Home’s specialist acoustic adviser to carry out any necessary assessments to develop a Trigger Action Plan setting out reasonably practicable measures to be adopted for management and, as necessary, mitigation of likely construction noise impacts arising from the HS2 works whether at source or at the Care Home and whether required in advance of or during the construction of the Proposed Scheme.

1.2. The Promoter will seek to agree with the Care Homes specialist acoustics adviser a final version of the Trigger Action Plan to be implemented jointly by the Promoter and the Care Home during construction of the HS2 works.

1.3. The Promoter will require the Nominated Undertaker to ensure that the Trigger Action Plan referred to in clause 1.1 above addresses the following minimum requirements:

   1.3.1. the form and regularity of engagement between the Nominated Undertaker, the Care Home and the Care Home’s technical advisors;

   1.3.2. the respective roles of the Nominated Undertaker and the Care Home’s in the implementation of the Trigger Action Plan;
1.3.3. definitions of Trigger Action Levels;

1.3.4. 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;

1.3.5. actions and procedures to be implemented in the event that the Trigger Action Levels are exceeded;

1.3.6. noise monitoring arrangements;

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

1.3.8. The provision of mitigation measures, if any, required to be implemented in advance of construction of the Proposed Scheme in light of assessment carried out under the Trigger Action Plan.

1.4. In the event that the parties are unable to agree a final version of the Trigger Action Plan within 28 days of the Promoter being provided by the Care Home with a draft Trigger 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.

1.5. The implementation of any measures identified in pursuance of the assurance will be subject to:

1.5.1. The Nominated Undertaker obtaining any necessary consents from the appropriate statutory bodies which it will use reasonable endeavours to obtain as soon as reasonably practicable

2. Operation

2.1. 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 Care Home in accordance with the commitments set out in HS2 Phase 2a Information Paper E12: Operational noise and vibration monitoring framework and share with the Care Home 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.

3. Costs

3.1. The Promoter will pay or require the Nominated Undertaker to pay, within 30 days of a request that complies with the requirements of clause 3.2, the reasonable and properly incurred costs and expenses of such noise specialist and/or other specialist advisor(s) as the Care Home may reasonably require to advise it in relation to the implementation of the Promoter’s obligations under this assurance.

3.2. Clause 3.1 is subject to:
3.2.1. the Nominated Undertaker's prior approval of such costs (such approval not to be unreasonably withheld or delayed);

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

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

3.3. Any mitigation works provided under paragraph 1 or 2 of this assurance will be provided at the expense of the Promoter.

In this assurance:

"the Bill" means the High Speed Rail (West Midlands – Crewe) Bill as deposited in the House of Commons on 17 July 2017 [amended by the Additional Provision deposited in March 2018];

"the Care Home" means Little Ingestre House Care Home, Ingestre Park, Great Haywood, Stafford, ST18 0RE;

"the Nominated Undertaker" refers to the body or bodies appointed by the Secretary of State to carry out the powers conferred under the Bill to construct and maintain the scheme. The Nominated Undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of the Proposed Scheme;

"the Proposed Scheme" means Phase 2a of HS2 as defined further in the Bill;

"Trigger Action Plan" means a plan to cover those actions identified in clause 1.1 and addressing the minimum requirements in 1.3.;

"Trigger Action Levels" means noise levels the exceedance of which will trigger actions within the Trigger Action Plan set and assessed in light of the relevant uses and specialist needs and health conditions and health impacts of the Proposed Scheme on residents of Little Ingestre Care Home;

"the HS2 Works" means the works to be authorised by the Bill [within the vicinity of the Care Home]; and

"Competent Person" means an independent person who is appropriately qualified to finalise the programme of works and/or the Trigger Action Plan referred to in clause 1 and who is to be appointed by agreement between the Nominated Undertaker and the Care Home, or in default of such agreement, is nominated by the President of the Institute of Acoustics.”

If accepted, the assurance set out above will be included in the Register of Undertakings and Assurances, which is held by the Department for Transport. Drafts of the Register will be published regularly during the passage of the Bill and it will be finalised after Royal Assent. A nominated undertaker will be contractually obliged to comply with all relevant undertakings and assurances set out in the Register. Further information on how the Secretary of State will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Phase 2A Information Paper BS, Compliance with Undertakings and Assurances1.

1 A copy can be found at https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers
If you have any queries please don't hesitate to contact, Ash Matharu, Petition Manager, on 020 7944 8646 and Omar.Deedat@HS2.org.uk.

Yours sincerely

Oliver Bayne
Director, Hybrid Bill Delivery
High Speed Two (HS2) Limited