

# To be inserted into the Contract

## Schedule [1]

### Routing Agreement

#### 1. Definitions

1.1 In this Schedule the following expressions shall unless the context otherwise requires have the following meanings:

**“HGV Route”**

the route to be taken by HGV's entering and exiting the Delivery Site shown pink on [Plan 1] which shall:

- (i) exclude the Prohibited Roads;
- (ii) provide that all HGV's travelling east along the A17 enter onto the A17 western slip road and travel west and either enter onto the eastern carriageway by executing a safe U-turn at Bone Mill Interchange or such other point thereafter where a U-turn may be executed safely except when such route is blocked at which times the A17 eastern slip road may be used;
- (iii)[provide that HGV deliveries or collections from within [5] kilometres of the Site shall be exempt from following the HGV Route]

**"Prohibited Roads"**

The roads shown yellow on [Plan 1] being:

- (i) Church Lane, Kirby La Thorpe except any part of Church Lane that forms part of the junction with the A17;
- (ii) Mount Lane, Kirby La Thorpe;
- (iii)The section of Boston Road to the west of the entrance to the Site;

#### 2. Covenants

2.1 The Contractor covenants with the Company that it will comply with and will procure that its employees and each Sub-Contractor will comply with the HGV Route at all times.

- 2.2 In the event that the Contractor or any of its employees or a Sub-Contractors fail to follow the HGV Route when accessing or egressing the Delivery Site at any time the Company shall be entitled:
- (a) on the first offence in any calendar month to [deduct a sum of £100 from the Contractor's charges] *or* [send a written warning to the Contractor that failure to follow the HGV Route will result in a temporary ban from the Delivery Site of the Contractor, and/or the relevant employee or Sub-Contractor]
  - (b) on the second offence in any calendar month to [deduct a sum of £200 from the Contractor's charges] *or* [bar the Contractor, and/or the relevant employee or Sub-Contractor from delivering to or collecting from the Delivery Site for a period of up to three months]
  - (c) on the third offence and/or any further offence in any calendar month [deduct a sum of £500 from the Contractor's charges] *and/or* at the Developer's sole discretion permanently exclude the Contractor, and/or the relevant employee or Sub-Contractor from the Delivery Site.
- 2.3 The Contractor agrees that it will comply with any scheme operated by the Company to monitor the compliance of the Contractor, its employees and Sub-Contractors with the HGV Route. Such scheme may include the satellite or radio tracking of HGV's including the fitting of such devices in the Contractor's and its Sub-Contractors vehicles.