Clarion

DATED 2 October 2024

(1) THE COUNCIL OF THE BOROUGH OF KIRKLEES

(2) JAMES ROBERT HOLGATE

AND

(3) PCS PROPERTY SOLUTIONS LIMITED

AGREEMENT UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

relating to

LAND AT GRANGE MOOR COACHWORKS, WAKEFIELD

Clarion Solicitors Limited
Elizabeth House
13-19 Queen Street
Leeds
LS1 2TW

Ref: CSB/424806.3

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THIS AGREEMENT is made on 2 October 2024

PARTIES

(1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Ramsden Street, Huddersfield, HD1 2TA ("**Council**");

(2) **JAMES ROBERT HOLGATE** of Barnsley Road, Grange Moor, Wakefield WF4 4DR ("**Owner**"); and

(3) **PCS PROPERTY SOLUTIONS LIMITED** a company incorporated and registered in England and Wales with company number 08275229 whose registered office is at 12 Jubilee Way, Grange Moor, Wakefield, West Yorkshire, WF4 4TD ("**Applicant**").

BACKGROUND

(A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated and is the authority by whom the planning obligations hereby created are enforceable.

(B) The Owner is the registered proprietor with freehold title of the Property subject to a short term tenancy (of part) but otherwise free from encumbrances.

(C) The Applicant has an option to purchase the Property, the Planning Application was submitted on the Applicant's behalf to the Council and the Applicant is proposing to carry out the Development.

(D) The Council is minded to grant the Planning Permission subject to the prior completion of this Agreement, without which the Planning Permission would not be granted.

(E) The Owner by entering into this Agreement does so to create planning obligations in respect of the Property in favour of the Council pursuant to Section 106 of the TCPA 1990 and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.

AGREED TERMS

1 **Definitions and Interpretation**

1.1 The following definitions and rules of interpretation apply in this Agreement:

"**Base Rate**"	the higher of 4% or the base rate from time to time of the Bank of England;
"**Bus Stop Contribution**"	the total sum of **£34,000 (Thirty-Four Thousand Pounds)** (Index Linked) payable to the Council to secure: (a) the erection of a replacement bus shelter on Wakefield Road at the cost of £13,000 (Thirteen Thousand Pounds) and (b) real-time displays at two bus-stops (20680 and 20681) located on Wakefield Road at a cost of £10,500 (Ten Thousand Five Hundred Pounds) (Index Linked) per bus stop;
"**Commencement of Development**"	the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but

disregarding for the purposes of this Agreement, and for no other purpose, the following operations:

(a) site clearance;

(b) ground investigations;

(c) site survey works;

(d) remedial works

(e) temporary access construction works;

(f) environmental or archaeological investigations; and

(g) erection of temporary access and egress points and delivery, temporary storage and temporary parking areas and erection of temporary fencing or other means of temporary enclosure to site boundary and "**Commenced**", "**Commence**" and "**Commences**" shall be construed accordingly;

"**Commencement Date**" the date Development Commences;

"**Default Interest Rate**" 4% per annum above the Base Rate;

"**Development**" the development of the Property in pursuance of the Planning Permission;

"**Employment and Skills Plan**" the Employment and Skills Plan at Appendix 1 of this Agreement;

"**Index Linked**" increased in accordance with the following formula:

Amount payable = the payment specified in this Agreement x (A/B) where:

(a) A is the figure for the All In Tender Price Index that applied immediately preceding the date the payment is due; and

(b) B is the figure for the All In Tender Price Index that applied when the index was last published before the date of this Agreement;

"**Occupation**" occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, occupation for marketing or display or occupation in relation to security operations and reference to "**Occupant**", "**Occupier**" and "**Occupy**" shall be construed accordingly;

"**Plan**" the plan with drawing number P2753-ACU-XX-DR-A-LOC-01 for identification purpose only showing the extent of the Property, attached as Appendix 2;

"**Planning Application**" the application for full planning permission validated by the Council on 8 March 2023 under reference number 2023/62/90668/E for demolition of existing buildings. Erection and operation of a single building comprising a Sui Generis land use limited to the purpose of storage, assembly, sale and distribution of custom-built computers, laptops and their components as well as any associated development (those being a replacement wind turbine, utility provision, drainage, access, hard and soft landscaping) within the

	red-line boundary alongside business operations pursuant to the effective administration of the Sui Generis use (not yet determined);
"Planning Permission"	the planning permission which may be granted by the Council in respect of the Planning Application;
"Property"	the land at Moor Grange Coachworks, Wakefield shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) WYK288821, WYK296967, YK17451; and title number WYK606365 which is subject to a leasehold interest under title number WYK830481;
"TCPA 1990"	the Town and Country Planning Act 1990 (as amended);
"Travel Plan"	a travel plan to be prepared by or on behalf of the Applicant and approved by the Council to encourage travel to and from the Development by the workforce by sustainable modes of travel and to seek to reduce the proportion of trips by single occupancy cars;
"Travel Plan Monitoring Contribution"	the sum of £15,000 (Fifteen Thousand Pounds) (Index Linked) to be paid to the Council in respect of monitoring the implementation of the Travel Plan;
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax and any similar additional tax; and
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to "**writing**" or "**written**" excludes faxes and email.

1.11 A reference to "**this Agreement**" or to any other Agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.12 References to clauses and schedules are to the clauses and schedules of this Agreement.

1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.14 Any words following the term(s) including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 Statutory Provisions

2.1 This Agreement constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by that person in the Property and their respective successors and assigns.

2.3 The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3 Conditionality

With the exception of clause 1, clause 2, clause 3, clause 9, clause 10, clause 12, clause 15, clause 16, clause 18, clause 19, clause 20, clause 21 and clause 23, this Agreement is conditional on the grant and issue of the Planning Permission.

4 Covenants to the Council

4.1 The Owner covenants with the Council to:

4.1.1 observe and perform the covenants, restrictions and obligations contained in Part 1 of Schedule 1; and

4.1.2 give written notice to the Council of the intended Commencement Date within 10 (ten) Working Days.

5 Covenants By the Council

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Part 2 of Schedule 1.

6 Indexation

6.1 All financial contributions payable to the Council will be Index Linked from the date that the Planning Permission is issued.

6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

7 Release

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Property, except in respect of any breach subsisting before parting with that interest.

8 Determination of Agreement

8.1 The obligations in this Agreement (with the exception of clause 10) shall cease to have effect if, before the Commencement of Development, the Planning Permission:

8.1.1 Expires within the meaning of Sections 91, 92 or 93 of the TCPA 1990;

8.1.2 is varied or revoked other than at the Owner's request; or

8.1.3 is quashed following a successful legal challenge.

9 Local Land Charge

This Agreement is a local land charge and shall be registered as such by the Council.

10 Council's Costs

10.1 The Applicant shall pay to the Council on or before the date of this Agreement:

10.1.1 the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Agreement; and

10.1.2 the Monitoring Contribution.

11 Interest on Late Payment

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). This interest will accrue on a daily basis for the period from the due date to and including the date of payment.

12 Ownership

12.1 The Owner warrants that no person other than the Owner and the Owner's tenant has any legal or equitable interest in the Property.

12.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

12.2.1 the name and address of the person to whom the disposition was made; and

12.2.2 the nature and extent of the interest disposed of.

13 Reasonableness

Any approval, consent, direction, authority, agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delayed.

14 Cancellation of Entries

14.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs), the Council shall issue a written confirmation of that performance or discharge.

14.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to clause 8 (and subject to the payment of the Council's

reasonable and proper costs and charges), the Council shall on the written request of the Owner cancel all entries made in the local land charges register in respect of this Agreement.

15 Disputes

15.1 Any dispute arising between the parties as to their respective rights, duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance to the determination of an Independent Surveyor.

15.2 Any reference to an Independent Surveyor in accordance with clause 15.1 above shall be to a reputable Chartered Surveyor unconnected to any of the parties and experienced in commercial development matters in the West Yorkshire region who shall either be agreed between the Parties; or in the event of there being a lack of agreement between the Parties, on the application of any party to the dispute to the President of the Royal Institution of Chartered Surveyors or their duly appointed deputy whose decision of such independent Chartered Surveyor shall be final and binding.

15.3 The parties hereby agree to act in accordance with the decision (save for manifest error) of the Independent Surveyor and if the parties to the dispute shall agree in writing such reference shall be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and if any Independent Surveyor shall act as an expert pursuant to the terms of this clause 15 then each of the parties to the dispute shall be entitled to submit to them representations and cross representations with such supporting evidence as they shall consider necessary and they shall have regard thereto in making their decision which they shall deliver in writing as expediently as possible and the reference to them shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the Independent Surveyor themself) shall be paid.

16 No Fetter of Discretion

Nothing (contained or implied) in this Agreement shall be construed so as to fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

17 Waiver

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

18 Future Permissions and variations

18.1 Nothing in this Agreement prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

18.2 In the event that an application is made pursuant to section 73 or section 73B of the TCPA 1990 for an amendment to the Planning Permission and planning permission is granted in respect of such application, then:

18.2.1 references to "Application" "Planning Permission" and "Development" in this Agreement shall thereafter be deemed to include and the application made pursuant to section 73 or section 73B of TCPA 1990, the new planning permission granted pursuant to section 73 or section 73B of the TCPA 1990 and the development permitted by that planning permission respectively; and

18.2.2 this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to section 106 of the TCPA 1990 unless required to do so by the Council.

19 Agreements and Declarations

19.1 The parties agree that:

19.1.1 nothing in this Agreement constitutes a planning permission or an obligation to grant planning permission; and

19.1.2 nothing in this Agreement grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

20 Notices

20.1 Any notice or other communication to be given under this Agreement must be in writing and must be:

20.1.1 delivered by hand; or

20.1.2 sent by pre-paid first-class post or other next working day delivery service.

20.2 Any notice or other communication to be given under this Agreement must include the reference 2023/62/90668/E and be sent to the relevant party as follows:

20.2.1 to the Council at Town Hall, Ramsden Street, Huddersfield, HD1 2TA marked for the attention of Service Director: Legal Governance and Commissioning Legal Services;

20.2.2 to the Owner at Barnsley Road, Grange Moor, Wakefield WF4 4DR unless notice has been given of a change of ownership and then the new address should be substituted; and

20.2.3 to the Applicant at its registered office marked for the attention of Daniel Williams; or

20.2.4 as otherwise specified by the relevant party by notice in writing to each other party.

20.3 Any notice or other communication given in accordance with clause 20.1 and clause 20.2 will be deemed to have been received:

20.3.1 if delivered by hand, on signature of a delivery receipt provided that, if delivery occurs:

20.3.1.1 before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day; and

20.3.1.2 if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day; or

20.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Working Day after posting.

20.4 A notice or other communication given under this Agreement is not validly given if sent by fax unless any party gives notice to the other parties to the contrary.

20.5 This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.6 Any successors in title to the Owner (including any person deriving leasehold title from the Owner or his successor) shall notify the Council as soon as practicable following the

completion of the transaction and share their details for the purposes of clause 20.2 of this Agreement.

21 Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22 Value Added Tax

22.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this Agreement is exclusive of VAT (if any).

22.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this Agreement, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

23 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 - Covenants to the Council and Covenants by the Council

Part 1 - Covenants to the Council

The Owner and Applicant hereby covenant with the Council as follows:

1 Notifications

1.1 To notify the Council in writing of the date of Commencement of Development within 10 (ten) Working Days thereof.

1.2 To notify the Council in writing of the date of first Occupation of the Development within 10 (ten) Working Days thereof.

2 Bus Stop Contribution

Not to Commence (or cause, allow or otherwise permit Commencement of) the Development unless and until the Bus Stop Contribution has been paid in full to the Council.

3 Travel Plan Monitoring Contribution

Not to Occupy (or cause, allow, or otherwise permit Occupation) of the Development unless and until the Travel Plan Monitoring Contribution has been paid in full to the Council.

4 Employment and Skills Plan

To implement the Employment and Skills Plan throughout the lifetime of the Development.

Part 2 - Covenants by the Council

The Council hereby covenants with the Owner and the Applicant:

1 Contributions

1.1 Not to use any part of the Bus Stop Contribution or the Travel Plan Monitoring Contribution other than for the respective purposes for which they were paid (whether by the Council or another party).

1.2 If the Bus Stop Contribution has not been fully spent or committed for expenditure by the Council within 10 (Ten) years following the date of receipt of the relevant contribution, the Council will refund to the paying party any part of the relevant contribution which has not been spent or committed for expenditure, together with any accrued interest.

The Corporate Common Seal of THE COUNCIL OF THE BOROUGH OF KIRKLEES was hereunto affixed (but not delivered until the date hereof) in the presence of:



.....
Director – Legal Governance

JOHN CHAPMAN
.....
Commissioning/Authorised Signatory

SIGNED as a DEED by JAMES ROBERT HOLGATE in the presence of:

Witness Signature: ... .

Witness Name: .....

Witness Address: Simon Mills
Solicitor
Oakley House
1 Hungerford Road
Edgerton, Huddersfield. HD3 3AL

Witness Occupation: .....

EXECUTED as a DEED by PCS PROPERTY SOLUTIONS LTD acting by DANIEL MARTIN WILLIAMS, a director, in the presence of:

....
Director

Witness Signature: .....

Witness Name: WENDY HARGILL

Witness Address:

Witness Occupation: HEAD OF FINANCE

Appendix 1 - Employment, Skills & Social Value Plan

1 Background

1.1 PCSpecialist (PCS) was estabished in 2003 and specialise in the manufacture of performance custom computers and laptops to both the consumer and business markets. The company's diverse client base sees them supplying a varied product range to their customers including desktop PCs, laptops, all in one computers and, more recently, tailored technology to the business market. This has enabled them to grow and become Europe's leading system integrator focusing on building high-performance systems for enthusiasts, gamers & professionals alike.

1.2 With demand increasing on an ongoing basis the company's existing site is now operating to capacity and subsequently constraining the growth potential of the business. To address this, PCS are proposing to build a purpose-built site, retaining the Grange Moor location, and allowing the business to realise its growth potential. The new site will consist of a building of approximately 90,000 sq. ft. with internal mezzanines taking the overall floor space to approximately 150,000 sq. ft. in size.

1.3 The new build project will also allow the business to increase staff numbers up to 400 initially, an increase of around 82% from current numbers which stands at 252. In the coming years they hope for this to increase to upwards of 700 staff based on shift patterns.

2 Skills

2.1 The PCSpecialist Skills Framework sets a vision of realising the potential of the company's existing and new teams by transforming skills, employability and aspiration for employees. In turn resulting in higher levels of employment locally, well paid jobs and income for residents living in and around the new site.

2.2 PCS is committed to fostering a positive change for their existing team and local residents alike by developing a vibrant organisation in which people love to work and visit. This framework sets out a starting point for achieving that ambition although much of the detail is already ingrained in the business ethos. By working with key public, private and community partners PCSpecialist is committed to working locally and in a sustainable way offering good quality job opportunities to Kirklees residents.

3 Objectives of the Plan

3.1 Identify and promote opportunities for local people.

3.2 Provide training to create and support a qualified, skilled, competent and motivated workforce.

3.3 Work with the local authority, Job Centre Plus (JCP), and other local employment scheme providers to maximise the benefit of the business through long-term employment.

3.4 Work with local Schools, Colleges and Universities to promote opportunities to young people leaving education.

3.5 To secure well-paid, high-quality jobs offered locally with the real opportunity to develop career pathways.

4 Strategy & Goals

4.1 The new facility will give PCS up to 4X capacity and it is our intention to grow the business as much as possible. The new facility will create a competitive edge by reducing the time it takes us to manufacture an order whilst also reducing the cost of producing orders to ensure that we remain competitive. If we are successful in growing the company sales, the 150+ new jobs to be created will be of both semi-skilled and skilled positions adding circa £5m to the payroll bill. Jobs will offer opportunities in a range of roles from assembly, testing and warehousing through to sales, marketing, coding and accounting. Some of these roles may

be made available as apprenticeships and we are committed to working with the local Schools, Colleges and the University of Huddersfield to help us hire local staff where possible. 42% of current staff reside in Kirklees and we intend to increase this percentage as part of this project.

4.2 The new roles we plan to create will be higher quality due to some levels of automation we will introduce to our new plant. This will reduce the need for manual jobs where we find we have a high staff turnover. There will still be a varied selection of employment opportunities but, by removing the inefficiencies we currently have, the new facility will create more opportunities for higher paid, more skilled jobs.

4.3 Throughout our 21-year history, we have promoted internally where possible and therefore, with the exception of accounting and coding, most of our skilled management, operations and development teams have been internally hired through promotions. A respectable 12% of our staff have been employed more than 10 years, and 5% in excess of 15 years. In total, almost 1 in 3 staff (31%) have been with us more than 5 years.

4.4 As a modern tech business, we resonate very well with the younger generations and just by walking through our production department it can be seen that a lot of our team are young, some of which have worked here since leaving full-time education. This includes all levels from school leavers up to degree level candidates. We are also keen to upskill our current workforce where we can and provide a career path for them within our company so they can grow and mature with us. We have an excellent staff retention record and have always taken the opportunity to promote staff who have been working with the company for a few years to management level positions.

4.5 Our new build facility will provide additional resources for staff with the investment in a fully fitted gym along with a social/games room in addition to catering facilities. Each employee is also assigned an annual team building budget which departments can use to organise activities, such as days out, escape rooms, walking and camping trips. Most of our departments utilise this budget and this also helps strengthen our staff morale and working relationships.

5 Job Creation

As previously referenced, the new facility will give PCS up to 4X capacity and it is our intention to grow the business as much as possible. If we are successful in growing the company sales, along with the 252 retained staff we plan to create 150 new jobs in the following areas:

Job Title	Number of Jobs
Warehouse	10
Sales & Marketing	10
Accounts	5
Research & Development	2
Warehouse Engineers	3
Production Operatives	70
Returns Technicians	15

Job Title	Number of Jobs
Customer Service	20
Catering & Cleaning	7
Management	10

6 Initial Hiring Campaign

6.1 We may need to recruit additional employees of various skillsets in order to support the business in the new building. Some of these roles may be highly skilled, such as maintaining warehouse systems and managing departments. Where the opportunity to promote internally does not exist, PCSpecialist will work closely with local partner organisations such as Kirklees Council Skills Team, C & K Careers and the local Job Centre Plus to recruit as much as possible from the local talent pool. For entry level positions, we would look to hold recruitment days in conjunction with the aforementioned partners to offer positions to those actively looking to seek employment and more disadvantaged areas of the local community.

6.2 After we have relocated into the new building, it is anticipated that PCSpecialist will have resourcing requirements all year round. To fulfil additional staffing demand PCSpecialist will continue working closely with its partners, local Schools, Colleges and Universities. We already have good working relationships in place with Business Kirklees, Kirklees Skills & Employment teams and the University of Huddersfield. We will use these connections to further utilise contacts at local schools and colleges along with the wider West Yorkshire Combined Authority who will aid us in connecting with local schools.

7 Opportunities for Current Workforce

7.1 PCSpecialist is committed to upskilling and promoting staff from within and are committed to developing career pathways for their employees. All current staff will be able to apply for any of the new positions on offer and request training to be able to fulfil this.

7.2 We look to take a targeted and comprehensive approach that addresses any specific skill gaps identified within the organisation.

7.2.1 Comprehensive Assessment:

We conduct a thorough analysis to identify specific skill gaps within the workforce, focusing on areas such as technical skills, digital proficiency, management, and interpersonal skills.

7.2.2 Tailored Training Initiatives:

We will continue to develop customised training programs that directly address the identified skill gaps. These initiatives should accommodate different learning styles and levels of expertise within the organisation.

7.2.3 Diverse Training Methods:

We utilise a combination of in-house resources, external training providers, digital learning platforms, and on-the-job training to offer a varied and comprehensive learning experience.

7.2.4 Promote Learning Culture:

We will continue to foster a culture of continuous learning and professional development within the organisation. We encourage participation in mentorship programs, conferences, workshops, and industry events.

7.2.5 Feedback and Recognition:

We establish mechanisms for continuous feedback, evaluation, and recognition. We monitor the impact of upskilling efforts, reward active participation, and create clear career paths for employees who acquire new skills.

8 Employment and Training Measures

8.1 For both new recruits and current workforce:

8.1.1 Workforce Training

8.1.2 Staff Development/Upskilling via in-house training schemes

8.1.3 We will investigate apprenticeship schemes where the scheme is in-line with our business requirements (entry to degree level).

8.1.4 Traineeships

9 PCSpecialist Commitments

9.1 We will continue to investigate apprenticeship schemes at all levels and work with organisations to offer these if they are suitable.

9.2 We commit to providing graduate placements.

9.3 We commit to maximising the number of roles offered to Kirklees residents.

9.4 We commit to working with the Council and partners to support Sector Based Work Academies and other initiatives to optimise access to employment opportunities for local residents.

9.5 We will investigate opportunities to engage with local schools to raise awareness of relevant career pathways and other initiatives to raise aspirations, and to working with the College/University to shape future curriculum development.

10 Kirklees Council Social Value Commitments

10.1 The Council's approach to social value focuses impacts upon four key areas. Please find below how PCSpecialist feed into this vision:

10.1.1 Residents

10.1.1.1 As detailed above care will be taken to offer opportunities to the local labour market in the first instance offering good quality, skilled job paid at Living Wage rate and above.

10.1.1.2 As a business we naturally attract young people to our industry sector and we are committed to creating routes into employment for the local younger generation along with career paths to upskill and improve.

10.1.1.3 Care will be taken internally to support workers physical and mental wellbeing with the new development offering state of the art facilities including onsite gym, break out spaces, games area and canteen. Each

employee will also benefit from a wellbeing budget used on things such as team building days and events.

10.1.2 Communities

The business already sponsors the local junior football team enabling them to enrol in the junior football league along with kits for each player. We are also open to other opportunities locally that will help build community spirit and collaboration. Ad hoc volunteering and mentoring from staff will also be considered.

10.1.3 Businesses

We already employ positive business practices throughout our operation. We are happy to conduct a supply chain review to look at increasing business opportunities for other local companies.

10.1.4 Environment

10.1.4.1 The new premises will incorporate solar panels, heat recovery systems, heat pumps, LED lighting throughout and we have produced both a Carbon Reduction Plan and an ESG Strategy with clear targets of achieving carbon neutrality by 2030 – the new build facility forms a crucial part of these strategies because of our opportunity to invest in solar and utilise the existing wind turbine. You can download both our Carbon Reduction Plan and ESG Strategy on our website here: https://www.pcspecialist.co.uk/business/.

10.1.4.2 Getting our staff to the premises has also been considered and we are currently exploring the opportunity of car share schemes and transport for up to 16 people per vehicle. We are already operating a 100% electric vehicle fleet and in our planning application we have gone way above the minimum required number of EV charging stations required in order to encourage our staff to commute in a green way in future. For those staff who live within a reasonable distance we will be providing cycling shelters and investigating the possibility of cycle to work schemes.

10.1.4.3 As part of our planning agreement, we will also be planting trees around the site which will improve the air quality, provide some noise reduction and improve the view. The facility will occupy less than 5 acres on an 18-acre site so we will have the opportunity to create a benefit for wildlife on up to 13 acres of land, which will include trees and vegetation. We may also be able to encourage wildlife to benefit from the balancing pond.

11 Monitoring

11.1 Monitoring of the skills plan will occur through a number of channels.

11.2 Internally through our own HR team.

11.3 In conjunction with Business Kirklees

11.4 In conjunction with Kirklees Employment & Skills team.

Appendix 2 - Plan: the Property



Only figured dimensions should be used.

Scaled dimensions should be checked with the Architect.

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NORTH 0M 50M

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rev	description	drwn	auth	date

Client	Project	Description
PCS PROPERTY LTD	GRANGE MOOR	LOCATION PLAN

Project No	Drawing No		Date Drawn	Drawn By	Authorised By	Purpose of Issue
2753	P2753-ACU-XX-DR-A-LOC-01	1:2500 @ A4	FEB'23	JF	JC	Planning● Building Regs○ Tender○ Construction○ Comment○ info○

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