

Town And Country Planning Act 1990

**Proof of Evidence of Mr Daniel
Brown on Behalf of the Appellant
Regarding Planning Matters**

Rebuttal Proof of Evidence

Appeal by: Aldi Stores Ltd

Site Address: Homebase, Sturlas Way, Waltham Cross, EN8 7BF

LPA Reference: 07/21/0519/F

PINS Reference: APP/W1905/W/22/3292367

July 2022

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Appendices

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1. Introduction

- 1.1 My name is Daniel Brown. The details of my qualifications and experience are included in my main proof of evidence. This rebuttal proof of evidence has been prepared in response to the evidence on behalf of Broxbourne Borough Council (hereafter referred to as "the Council") by Mr Martin Paine regarding reason for refusal one. However, some of the comments I make are also of relevance to the evidence of Ms Marie Laidler, which relates to reasons for refusal 1, 2 and 4. I clarify where this is the case.
- 1.2 My rebuttal is not intended to be an exhaustive response on all matters and deals only with certain points where it is considered appropriate or helpful to respond in writing at this stage. Where a specific point has not been dealt with, this does not mean that these points are accepted, and they may be addressed further at the Inquiry.

2. Evidence of Mr Paine Section 3. The Borough Development Strategy

2.1 Paragraph 3.7 of Mr Paine's evidence states that the Council is pursuing a comprehensive approach to all strategic development sites identified in the Local Plan, irrespective of land ownership. He implies that this will be no different in the case of the Waltham Cross Northern High Street site (i.e. Policy WC2) and that the Local Plan Inspector's Report fully endorses this approach. Paragraph 3.8 of his evidence contains two sentences from paragraph 227 of the Inspector's Report (Core Document 8.6) which he feels are supportive of this view:

"Policy WC2 proposes a comprehensive mixed use redevelopment comprising main town centre uses on land at the northern end of Waltham Cross town centre. This would help to improve the vitality and viability of the town centre in the medium term."

2.2 However, a highly selective approach has been taken to the inclusion of this extract, and it needs to be emphasised that the full paragraph (227) of the Inspector's Report reads as follows:

"Policy WC2 proposes a comprehensive mixed-use redevelopment comprising main town centre uses on land at the northern end of Waltham Cross town centre. This would help to improve the vitality and viability of the town centre in the medium term. However, in order to be justified and effective, policy WC2, the associated reasoned justification and concept plan need to be modified to take account of the latest evidence about the availability of different parts of the northern High Street site and to clarify the mix of uses that are proposed [MM11.4, MM11.5 and MM11.6]".

2.3 As I have underlined above, in the very next sentence the Local Plan Inspector qualifies his comments by stating that Policy WC2 will need to be modified (a Main Modification) to take account of the evidence before him in relation to the availability of different parts of the allocation. As the appeal Inspector will no doubt gather both from the Main Modifications that were made to WC2 (see Core Document 8.7 Refs. MM11.4, MM11.5 and MM11.6) and my proof of evidence (see particularly paragraphs 6.3 to 6.23), the Local Plan Inspector is referring to the detailed representations that Homebase made to the Local Plan Examination, emphasising their intention to remain in occupation of the Sturlas Way unit. These submissions were accepted by the Inspector and the Council agreed to necessary changes to the wording of Policy WC2.

2.4 Accordingly, it is clear that the wording of Policy WC2 and its supporting justification does not give the Council a mandate to pursue comprehensive redevelopment of all land within the allocation without limitations and irrespective of ownerships, as Mr Paine suggests. The Main Modifications to WC2 ensures that in relation to 'land west of Sturlas Way' specifically (i.e. the appeal site) the intentions of the landowner and long-leaseholder will need to be taken into account and will influence what of 'comprehensive development' looks like across the allocation as a whole. This is because one of the acceptable outcomes identified by paragraph 11.5 of the Local Plan for 'land west of Sturlas Way' is the 'status quo' of the building remaining in retail use.

2.5 As a final point on this matter, it is important to emphasise that the two examples given by Mr Paine (see his paragraphs 3.9 and 3.10) of other Local Plan policy allocations (Policies CH1 and CH2)

whereby a comprehensive approach has been pursued irrespective of land ownerships are evidently not comparable to the position at WC2. From both the Local Plan Inspector's report and his Main Modifications, it is clear that no changes were made to these policies to take into account compelling evidence regarding land 'availability' from a long-lease holder. These policies have not therefore been modified, as WC2 has, to treat different parts of the allocation in different ways and introduce a degree of flexibility (as in the case of the appeal site) regarding future outcomes, as a consequence of landlord / tenant intentions.

2.6 Another matter that Mr Paine covers in Section 3 of his evidence is the two appeals that I have identified elsewhere in the Northern High Street allocation in recent years. In both cases, neither Inspector accepted the Council's arguments that a change-of-use of existing floorspace and minor external works to buildings would represent a form of 'piecemeal' development that would prejudice development aspirations across the northern end of Waltham Cross High Street. Mr Paine has sought to explain why he considers the respective Inspectors concluded as they did regarding the Council's reasons for refusal concerning 'piecemeal development' and 'impact on the Northern High Street'.

2.7 I consider that Mr Paine has been selective in his reasoning. For example, in the case of the more recent appeal of October 2020 (Ref: APP/W1905/W/19/3243274, Appendix F to my evidence) he fails to acknowledge that one of the key reasons why the Inspector found that development could not be regarded as 'piecemeal' was that there was no agreed masterplan for the area (see paragraph 9 of the appeal decision):

"The appeal site is an existing mixed-use property comprising retail on the ground floor and two approved flats in the front half of the first floor. The development proposed would relate only to this single property, and no substantial building works are proposed to the building to deliver the appeal proposal. No evidence has been submitted to show that there is an agreed masterplan for the area. The appeal development would not therefore be piecemeal development nor so substantial that to grant permission would undermine the plan-making process."

2.8 I maintain the position outlined in paragraph 6.38 of my evidence, that the Inspector's reasoning remains entirely applicable less than two years on from the decision. There remains no agreed and robustly evidenced masterplan that a development proposal such as the appeal scheme (similarly concerning an existing building) is in conflict with.

3. Evidence of Mr Paine Section 4. The Vitality and Viability of Broxbourne's Town Centres

- 3.1 At paragraphs 4.6 to 4.8 of Mr Paine's evidence he acknowledges that "*enhancing the retail offer and attracting investment*" is one of the key objectives outlined for the Northern High Street area, as set out in paragraph 11.3 of the Local Plan. However, he argues at 4.10 that the appeal scheme has very limited prospects of resulting in wider benefits for the town centre in terms of increased footfall and spend to other shops, in light of the location of the store. This is also a theme running through Ms Laidler's evidence, where (despite the town centre location) a lack of connectivity with other shops is cited as a reason why no shortfall in parking spaces can be accepted in the context of local standards. Ms Laidler also comments that linked trips are unlikely, given that Aldi enforces a 90-minute parking restriction at their foodstores.
- 3.2 Dealing with this last point first, Ms Laidler is factually incorrect. Aldi can accept where necessary alternative parking arrangements at their foodstores and the applicant was never asked whether a different duration of stay would be agreeable as part of the planning application's determination. However, as set out at paragraph 4.30 of my proof of evidence, Aldi would be more than willing to agree a '*car parking management scheme*' by condition which would commit to a regime and on-going control. Such a planning condition is currently before the Inspector (Number 9) as part of the latest set of 'suggested draft conditions' for discussion.
- 3.3 In relation to wider connectivity matters and the prospect for linked shopping trips from this site, I do find the Council's position on this curious, in view of the fact that the draft Town Centre Planning Framework (Core Document 7.2) presents as its preferred option an Aldi foodstore with residential apartments above. This seems entirely at odds with a number of the Council's criticisms of the appeal scheme, particularly the suggestion that parking provision is inadequate and a foodstore in this location would be of little benefit to the centre. One would have to ask why then such a foodstore is shown in a document which is intended to guide development on the site.
- 3.4 Notwithstanding this and turning to connectivity criticisms themselves, firstly, I would like to draw the Inspector to Mr Britton's rebuttal proof of evidence, and the data contained within it from newly conducted pedestrian surveys observing the number of pedestrian movements into and out of the Homebase site on Wednesday 29th June, Thursday 30th June, and Saturday 2nd July 2022 (see his paragraph 2.3.1 onwards). In each case the survey was conducted over a 12-hour period from 07:00 to 19:00.
- 3.5 The surveys also recorded the direction in which the pedestrians walked to / from the site (either to / from the north, to / from the south, or to / from the east via the Wickes car park on the opposite side of Sturlas Way). The relevance of recording the pedestrian movements via the Wickes car park is that it provides the most direct route to the northern end of the pedestrianised High Street. Indeed, Mr Britton attended the survey and witnessed numerous pedestrians taking this very route from Homebase, through Wickes, to the shops and services at the northern end of High Street. Those travelling south from the Homebase site on foot will also most likely be visiting the wider town centre, given that Sturlas Way also provides a convenient pedestrian route to High Street via Park Lane.

- 3.6 The results of these up-to-date pedestrian surveys are illuminating (see Mr Britton's Rebuttal Evidence, Table 2, Page 8). Across the three days surveyed, the average number of pedestrian movements into and out of the Homebase site per day was just under 600 (equating to 1,792 pedestrian movements in total). However, on each day (and therefore on average) some 99% of these movements were either to / from an easterly direction (i.e. via Wickes) or to / from a southerly direction (i.e. via Sturlas Way). This therefore means that on average across the three days surveyed over 590 pedestrians were entering or leaving the site from directions consistent with a trip to / from the wider town centre. In my view this demonstrates categorically that a significant number of Homebase customers are currently linking their shopping trip with a visit to the wider shops and services of Waltham Cross town centre.
- 3.7 Allied to this evidence of daily footfall between the appeal site and the wider town centre, also of relevance is available data on the performance of the shops and services within the town centre, and particularly at its northern end. This is because if footfall was particularly weak at the northern end of the town centre, one would logically expect this to be manifesting itself in an increased number of street level vacancies at this northern end when compared to parts of the town centre where footfall was stronger.
- 3.8 The latest available evidence in relation to the town centre's vacancy rate is contained within an Experian GOAD Category Report which is based on an independently produced town centre survey of 19th February 2022 (i.e. less than 6 months old). For transparency, this report forms **Appendix I** to my Rebuttal Evidence. It shows that in terms of street level vacancies the centre is in fact in exceedingly good health, with only a total of 11 vacant units identified of 160 surveyed, equating to a vacancy rate of 6.88% (see Page 6). This is compared to a much higher current national average position of 13.82%. This data will not come as a surprise to the Council, as their own Authority Monitoring Report of November 2021 (Core Document 8.1) identified a comparably low vacancy rate of just 6% for Waltham Cross town centre (see Page 29).
- 3.9 **Appendix II** of my Rebuttal Evidence presents Experian GOAD plans for the north and south of the town centre which identify where the 11 vacant units are located. As can clearly be seen, they are spread evenly throughout the centre in a fashion entirely reflective of the natural 'churn' of operators entering and leaving retail premises over time. What is absolutely evident is that the northern half of the town centre certainly does not suffer from a noticeably higher vacancy rate than the south, indeed if anything there is a greater concentration at the southern end of High Street.
- 3.10 The significance of this vacancy data is that it is clearly not suggestive of a town centre where footfall at its northern end is currently being compromised by a lack of linked shopping trips from the larger retail units and their associated car parks. Indeed, when the pedestrian survey data from Mr Britton's rebuttal evidence is taken into account, the opposite would appear to be the case. Shoppers are clearly moving between Homebase and other shops / services in the town centre, and it can be no coincidence that vacancy rates at the northern end are consequently low.
- 3.11 Whilst Ms Laidler and Mr Paine clearly hold a contrary view in relation to the relative accessibility and connectivity of the appeal site to other shops and services in the town centre, the current quantitative evidence both in terms of pedestrian movement data and street level vacancies would not appear to support their conclusions. If people are making linked shopping trips at present, there is no reason to

think they will not continue to do so in the future. This is particularly bearing in mind the increased propensity for linked trips associated foodstore developments in town centre locations, as outlined at paragraphs 7.6 to 7.13 of my proof of evidence. This is further supported by the academic research on this matter contained at Appendix L to my proof of evidence.

4. Evidence of Mr Paine Section 6: Local Plan Policy WC2: Waltham Cross Northern High Street

4.1 Whilst many of the specific points outlined within this section of Mr Paine's proof will no doubt be discussed at the Inquiry, there are some specific matters of detail where I consider that it would be most appropriate to respond to in writing at this stage. I set these responses out under headings which correspond with those in Section 6 of Mr Paine's evidence.

Introduction / A Mixed Use Quarter

4.2 Paragraph 6.1 of Mr Paine's evidence states that the context for interpretation of Policy WC2 is provided in paragraphs 11.4 and 11.5 of the Local Plan, a point on which I agree with him. However, he suggests that paragraph 11.4 is more reflective of the desired outcome of the policy than 11.5. Mr Paine then relies particularly heavily on the opening line of WC2 in paragraph 6.4 of his evidence and the words "*developed as a mixed-use quarter*" to seemingly argue that wholesale redevelopment has always been the 'overarching requirement' for both land east and west of Sturlas Way. He also implies at paragraph 6.5 of his evidence that the image of the allocation at Figure 14 of the Local Plan supports his position, given that WC2 is shown as a single allocation.

4.3 Whilst I recognise that the context and my interpretation of Policy WC2 is set out in my proof of evidence (paragraph 6.3 onwards), I feel that I must respond to the above points in Mr Paine's evidence, which make no acknowledgement to the Local Plan Hearings, the Inspector's Report or the Main Modifications made to the policy. I fail to see how Mr Paine can reasonably claim that paragraph 11.4 of the Policy is somehow of greater importance to its interpretation than paragraph 11.5. Paragraph 11.5 was reflective of the wording put forward by Homebase at the Local Plan examination, was agreed by the Council at the hearing, and affirmed in the Inspector's Report. Accordingly, reference to a "status quo" of the unit remaining in retail use is surely of equal significance to any other outcome envisioned by the policy.

4.4 Furthermore, in relation to Mr Paine's suggestion that "*developed as a mixed-use quarter*" has always been the 'overarching requirement' of the policy, I refer the Inspector to **Appendix III** of my rebuttal which contains the Council's own Local Plan hearing document '*Response to Actions Required Following Hearing Sessions for Matter 6*', which was published not long after Homebase's appearance in front of the Local Plan Inspector on 23rd October 2018. The text at the foot of Page 18 is of particular significance. The final sentence of the first paragraph states that:

"The Council considers that it is appropriate to retain the Homebase site within the site allocation, but reduce the number of dwellings proposed to 150 to reflect development of the land east of Sturlas Way only, in order to provide flexibility around the future of the Homebase site" (our emphasis).

4.5 I fail to see how this sentence can be interpreted in any other way than the Council concluding (following the hearings) that whilst it remained appropriate to allocate a specific number of residential units to land east of Sturlas Way (150) as part of WC2's final wording, it was no longer appropriate to allocate a specific number of units to land west of Sturlas Way (the appeal site). This is surely because the Council had acknowledged, following the evidence of Homebase and its

acceptance by the Inspector, that 'land to the west' may not ultimately come forward for residential purposes at all. Indeed, the document is explicit that this change has been made to *"provide flexibility around the future of the Homebase site"*.

- 4.6 In view of this wording in a Council authored document prepared in response to the Local Plan hearings, Mr Paine cannot be correct to suggest in his evidence that the policy's requirements for redevelopment apply equally both to land east and west of Sturlas Way. This was clearly not the outcome of the Local Plan Examination process.
- 4.7 Finally, with regards the illustration of the Policy WC2 allocation at Figure 14 of the Local Plan, I would again draw the Inspector's attention to **Appendix III** ('Response to Hearing Matter 6') of this rebuttal and specifically 'Page 18'. The final paragraph explains that the Figure in question is to be modified to remove reference to a specific number of dwellings being delivered on land west of Sturlas Way. Accordingly, whilst Mr Paine seeks to make much of the fact that both parcels of land are shown within the same allocation, the reality is that they have been intentionally distinguished. In Figure 14 of the Local Plan (Core Document 6.1) land to the east of Sturlas Way specifically references a number of dwellings to be delivered (150) and a 'house' symbol is presented. Meanwhile, no such 'house' symbol is presented on land to the west and no housing figure is annotated.

Investment in the Homebase site

- 4.8 Paragraphs 6.35 to 6.42 of Mr Paine's evidence state that the appeal proposal has the potential to constrain development opportunities on the Homebase site in two ways. He states firstly that the Metropolitan Housing Association proposed to enter discussions with the owners of the Homebase site with a view to exploring the potential for accommodating existing residents from Sturlas House (presuming both sites are redeveloped). He claims that the landowners (LCP) have not been receptive to approaches from Metropolitan, in light of the appeal proposals. Mr Paine also appears to suggest that LCP's proposals for a mixed-use development on the site have been stalled by the appeal scheme.
- 4.9 In response, I have spoken to LCP's representatives regarding paragraph's 6.35 to 6.42 of Mr Paine's evidence. They have stated that they can find no record of any approach from the Metropolitan Housing Association and, given that Mr Paine does not provide any details of this approach, I fail to see how it can be given any credence. Notwithstanding this, LCP have reiterated to me that their position on the site's future remains as set out in their letter to the Planning Inspectorate of 20th June 2022, which forms Appendix C to my proof of evidence.
- 4.10 With regards Mr Paine's suggestion that it is the appeal scheme which has 'stalled' mixed-use development on the site, this is quite categorically not the case. As outlined in my proof of evidence (see paragraph 6.20), LCP have advised the Council on numerous occasions that Homebase benefits, by law, from a protected tenancy and rights to renew their lease for a period of up to 15 years. A section 26 notice, under the Landlord & Tenant Act, has already been served requesting a new lease and this was not opposed by the Landlord. Both the landlord and tenant have therefore made it abundantly clear that the site is not available for redevelopment irrespective of Aldi's planning application. Indeed, letters from both parties submitted in July 2021 confirmed this to the Council prior to the determination of the planning application (see Appendix B of my proof of evidence).

Housing as Part of Mixed-Use Development

4.11 There are two points I would like to make in relation to this final part of Section 6 of Mr Paine's proof of evidence. Firstly, in relation to paragraphs 6.50 and 6.51, I apologise for going back to the Local Plan Hearings and Inspectors Report, but again I feel compelled to emphasise that words such as 'potential' and 'possibly' were introduced to WC2 at Homebase's request to provide flexibility around the future of their unit. There is no hidden meaning concerning other policy objectives.

4.12 At paragraphs 6.52 to 6.54, Mr Paine discusses housing demand and delivery in Waltham Cross town centre. These are matters I cover in some detail as part of paragraphs 6.47 to 6.72 of my proof of evidence. Paragraph 6.53 of Mr Paine's evidence states that a number of developments in Waltham Cross are "*either under construction or have recently secured planning permission*" and lists these under four bullet points. I do not agree with the synopsis provided for some of these sites and feel it is important to set out my written position in advance of the inquiry:

133-137 High Street (Draft Town Planning Framework Site 1b)

4.13 I acknowledge that the Council has recently resolved to grant planning permission for this scheme (May 2022). However, the Inspector should be aware that the application (made in outline with all matters reserved) is subject to a request for planning contributions totalling £1.4m. Furthermore, paragraph 8.30 of the Committee Report confirms that the applicant has not committed to the contributions. This suggests that permission will not actually be granted until such time that the viability of the scheme is established in the context of these contributions. This Committee Report forms Appendix A to Mr Paine's Evidence.

Gala Bingo Site / 88-102 High Street (Draft Town Planning Framework Site 1d)

4.14 As part of my proof of evidence I acknowledged that this scheme had planning permission for residential development but questioned delivery timescales given that the site has been vacant for some five years. Mr Paine states that the scheme is 'under construction'. Whilst I do not see evidence of construction, I acknowledge that the existing building has very recently been demolished and that the applicant is currently discharging pre-commencement conditions. It therefore appears realistic to assume that the scheme will come forward over the coming years, and it has already been included in the housing trajectory for the town centre that I set out at Appendix G to my proof of evidence.

Poundland Site / 118 High Street (Draft Town Planning Framework Site 1c)

4.15 Whilst Mr Paine's evidence claims that construction is 'currently underway' for a 60-bed hotel and 10 residential apartments, our on-site observations suggest this is not the case. Poundland remains operational and there is no sign of impending construction activity. His statement is therefore questioned.

The Pavilions (Draft Town Planning Framework Site 2d)

4.16 Mr Paine includes this scheme within his list of those "*either under construction or that have recently secured planning permission*". However, this scheme falls into neither category. The Council's draft Town Centre Planning Framework confirms (Page 16) that it was refused permission by Planning

Committee on 13th May 2020 (Ref. 07/19/0570/F). My evidence (paragraph 6.65) highlights that there has been no subsequent re-submission and, as such, it is unclear why this site features in a list of those with permission.

Conclusions on the Town Centre Schemes Identified

- 4.17 Drawing the above together, Mr Paine's evidence claims the list of schemes identified in the town centre (paragraph 6.53) are all either under construction or have recently secured planning permission. However, only two actually benefit from planning permission and only one of these is under construction. Whilst one of the remaining schemes benefits from a 'resolution to approve', it remains to be seen whether permission will be granted, given that the applicant has not accepted the substantial Section 106 contributions sought.

Appendix I

**Waltham Cross Town Centre
Experian GOAD Category Report
Survey Date: 9th February 2022**



Goad Category Report

Waltham Cross

Survey Date: 19/02/2022



GETTING THE MOST FROM YOUR GOAD CATEGORY REPORT

Each shopping centre has its own unique mix of multiple outlets, independent shops, convenience and comparison stores, food outlets and vacant premises.

Understanding the retail composition of a centre and its effect on local consumers is crucial to the success of any business. By studying the information in the report, you will be able to examine site quality, evaluate threats opportunities, and assess the vitality and viability of the centre. However, you will only achieve this if you are aware of the various implications of the data that you see. This guide is designed to help you interpret the information you see on the Goad Category Report.

1. The Local Area

When evaluating the quality of a site, it is often beneficial to compare it with other local shopping centres. Category Reports are available for the majority of retail centre that we map.

2. The Indexing System

A simple indexing system appears throughout the report. This illustrates the difference between a percentage figure for the centre and the UK average. An index of 100 represents an exact match, anything less than 100 indicates a below average count for the centre, and a figure over 100 represents an above average count.

For example, if restaurants accounted for 10% of a centre's outlets and the UK average was also 10%, the index would be 100. If however, the UK average was 8%, the index would be 125.

The index is an effective gap analysis tool and can be used to identify areas that are under and over represented within a centre. A retail category that is heavily under represented could indicate poor local demand. On the other hand, it could show that there is an untapped market waiting to be serviced. Either way, it provides a strong indication that the site will need to be examined further.

3. Floor Space

The floor space figures shown on the report are derived from the relevant Goad Plan, but only show the footprint floorspace, and the site area without the building lines. They should not therefore be read as a definitive report of floor space, but do provide a useful means of

comparison between centres, as all outlets are measured in a consistent manner.

4. Vacant Outlets

Comparing the number of vacant outlets with the GB average provides a useful insight into the current economic status of a centre. For example, a high index generally represents under-development or decay, while a low index shows a strong retail presence.

5. Multiple Outlets/Major Retailers

A multiple retailer is defined as being part of a network of nine or more outlets. The presence of multiple outlets can greatly enhance the appeal of a centre to local consumers. The strong branding and comprehensive product mix of retailers such as Marks & Spencer, Boots and HMV are often sufficient in itself to attract consumers to a centre. 30 national multiples have been identified as Major Retailers, (i.e. those retailers most likely to improve the consumer appeal of a centre).

The presence of multiple outlets and major retailers can have a significant impact on neighbouring outlets. While other retailers will undoubtedly benefit from increased pedestrian traffic, (and therefore increased sales opportunities), multiples provide fierce competition for rivals in their retail categories.

Also available from Experian

The Goad Centre Report

This defines the retail extent and composition of a centre; showing the number of premises in over 27 retail categories and detailing the space allocation across each of them. A comparison of these figures with the national average illustrates under or over representation by category, allowing you to assess the degree of competition or opportunity within the centre.

The Goad Distribution Report

Goad Distribution Reports provides a top-level analysis of the total retail mix and composition of a centre. It shows the number of premises in 16 categories and details the space allocation across each of them.

Retail Planner

Retail Planner is a service for retail planners, property consultants and retailers, providing comprehensive, up-to-date information for retail planning related decisions. Specifically we provide data for three different types of expenditure: Comparison, Convenience and Leisure. Each category is broken down into the European standard COICOP (Classification of Individual Consumption by Purpose) classification. Data is available at output area and postal sector levels. We can also provide data for predefined areas such as Local Authority District Boundaries.

Goad Paper Plans

These provide a bird's eye view of over 1,250 UK retail centres. The name, retail category, floor space and exact location of all outlets and vacant premises is recorded and mapped. Key location factors such as pedestrian zones, road crossings, bus stops and car parks are also featured. There are also over 800 retail park plans available

Goad Digital Plans

Digital plans are available online through our Goad Network system. This enables the user to View, Interrogate Edit & Print plans to their own requirements. For a demonstration logon to <http://www.goadnetwork.co.uk/demologin.asp>

Tailored Plans and Extracts

We are able to provide tailored plans and extracts which highlight the information most relevant to your enquiry.

The Retail Address Database

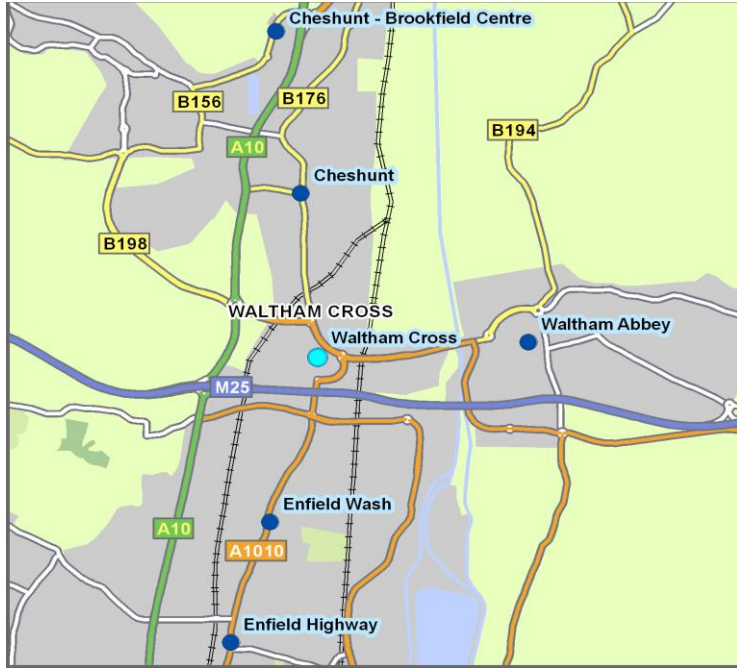
An extensive database covering the addresses of 360,000 retail outlets across the UK, this is a highly effective tool for site evaluation and competitor analysis.

For further details on these products or if you have any queries regarding your Goad Category Report, please contact Experian on: Tel: 0845 601 6011

Fax: 0115 968 5003 E-mail: goad.sales@uk.experian.com

Nearest Centres and Major Retailers

Waltham Cross



Nearest Location	Distance KM
Cheshunt	1.82
Enfield Wash	1.89
Waltham Abbey	2.19
Enfield Highway	3.28
Cheshunt - Brookfield Centre	3.64

Major Retailers Present		
Department Stores		
Debenhams	0	
House of Fraser	0	
John Lewis	0	
Marks & Spencer	0	
Mixed Goods Retailers		
Argos	1	
Boots the Chemist	1	
T K Maxx	0	
W H Smith	1	
Wilkinson	0	
Supermarkets		
Sainsburys	1	
Tesco	0	
Waitrose	0	
Clothing		
Burton	0	
Dorothy Perkins	0	
H & M	0	
Monsoon Accessorize	0	
New Look	1	
Next	0	
Primark	0	
River Island	0	
Topman	0	
Topshop	0	
Other Retailers		
Carphone Warehouse	0	
Clarks	0	
Clintons	0	
EE	1	
H M V	0	
O2	0	
Superdrug	1	
Vodafone	1	
Waterstones	0	

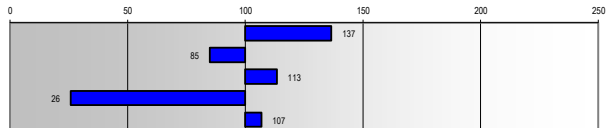
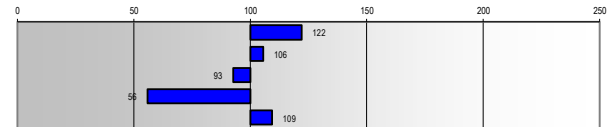
Multiple Counts & Floorspace by Sector

Counts	Outlets	Area %	Base %	Index
Comparison	27	50.00	40.97	122
Convenience	7	12.96	12.29	106
Retail Service	5	9.26	9.99	93
Leisure Services	7	12.96	23.20	56
Financial & Business Services	8	14.81	13.55	109

Total Multiple Outlets: 54

Floorspace Sq Ft	Outlets	Area %	Base %	Index
Comparison	129,600	60.65	44.42	137
Convenience	48,100	22.51	26.53	85
Retail Service	9,100	4.26	3.76	113
Leisure Services	9,800	4.59	17.80	26
Financial & Business Services	17,100	8.00	7.49	107

Total Multiple Floorspace: 213,700

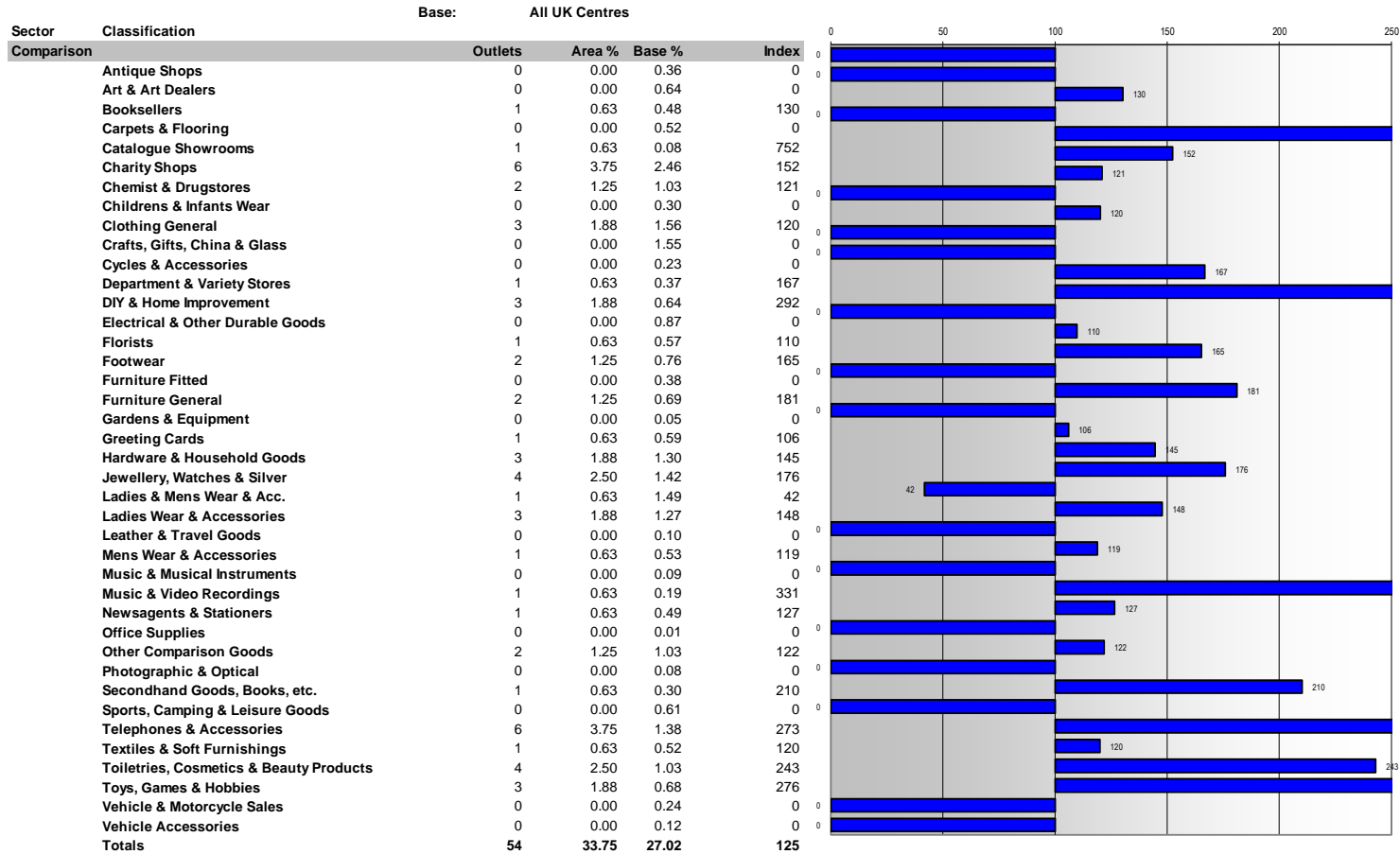


Outlet Counts

Centre:

Waltham Cross

Survey Date: 19/02/2022



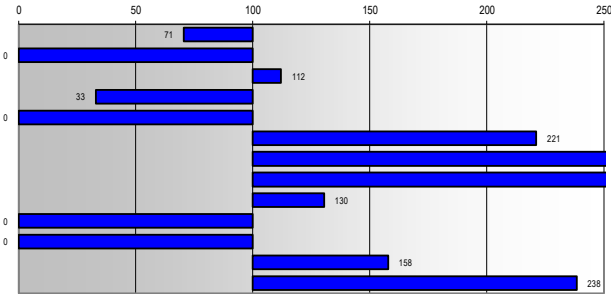
Outlet Counts

Centre:

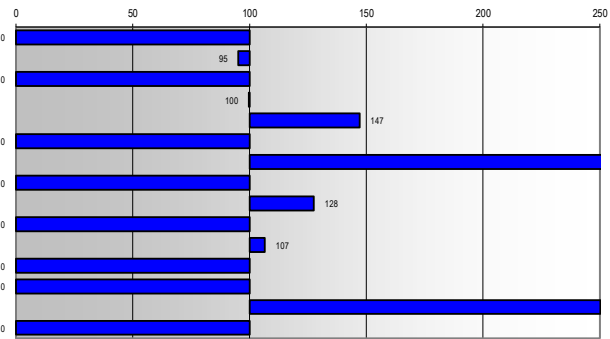
Waltham Cross

Survey Date: 19/02/2022

Convenience	Outlets	Area %	Base %	Index
Bakers & Confectioners	2	1.25	1.77	71
Butchers	0	0.00	0.59	0
CTN	2	1.25	1.12	112
Convenience Stores	1	0.63	1.90	33
Fishmongers	0	0.00	0.12	0
Frozen Foods	1	0.63	0.28	221
Greengrocers	1	0.63	0.24	265
Grocers & Delicatessens	6	3.75	1.07	352
Health Foods	1	0.63	0.48	130
Markets	0	0.00	0.14	0
Off Licences	0	0.00	0.41	0
Shoe Repairs Etc	1	0.63	0.40	158
Supermarkets	3	1.88	0.79	238
Total Convenience	18	11.25	9.28	121



Retail Service	Outlets	Area %	Base %	Index
Clothing & Fancy Dress Hire	0	0.00	0.05	0
Dry Cleaners & Launderettes	1	0.63	0.66	95
Filling Stations	0	0.00	0.23	0
Health & Beauty	17	10.63	10.65	100
Opticians	3	1.88	1.27	147
Other Retail Services	0	0.00	0.64	0
Photo Processing	1	0.63	0.14	448
Photo Studio	0	0.00	0.12	0
Post Offices	1	0.63	0.49	128
Repairs, Alterations & Restoration	0	0.00	0.30	0
Travel Agents	1	0.63	0.59	107
TV, Cable & Video Rental	0	0.00	0.05	0
Vehicle Rental	0	0.00	0.05	0
Vehicle Repairs & Services	2	1.25	0.50	250
Video Tape Rental	0	0.00	0.01	0
Totals	26	16.25	15.74	103



Other Retail	Outlets	Area %	Base %	Index
Other Retail Outlets	0	0.00	0.07	0



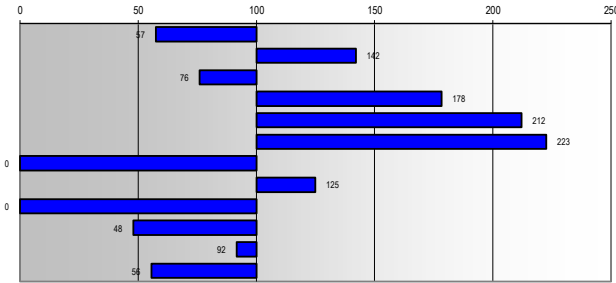
Outlet Counts

Centre:

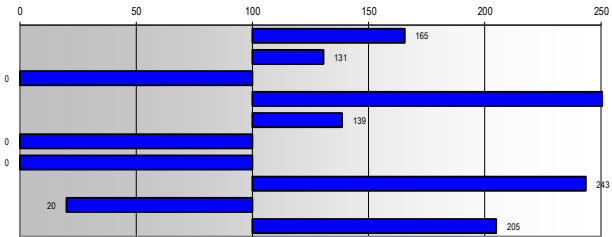
Waltham Cross

Survey Date: 19/02/2022

Leisure Services	Outlets	Area %	Base %	Index
Bars & Wine Bars	2	1.25	2.18	57
Bingo & Amusements	1	0.63	0.44	142
Cafes	6	3.75	4.93	76
Casinos & Betting Offices	3	1.88	1.05	178
Cinemas, Theatres & Concert Halls	1	0.63	0.29	212
Clubs	2	1.25	0.56	223
Disco, Dance & Nightclubs	0	0.00	0.18	0
Fast Food & Take Away	12	7.50	6.01	125
Hotels & Guest Houses	0	0.00	0.87	0
Public Houses	2	1.25	2.61	48
Restaurants	7	4.38	4.77	92
Sports & Leisure Facilities	1	0.63	1.12	56
Totals	37	23.13	25.02	92

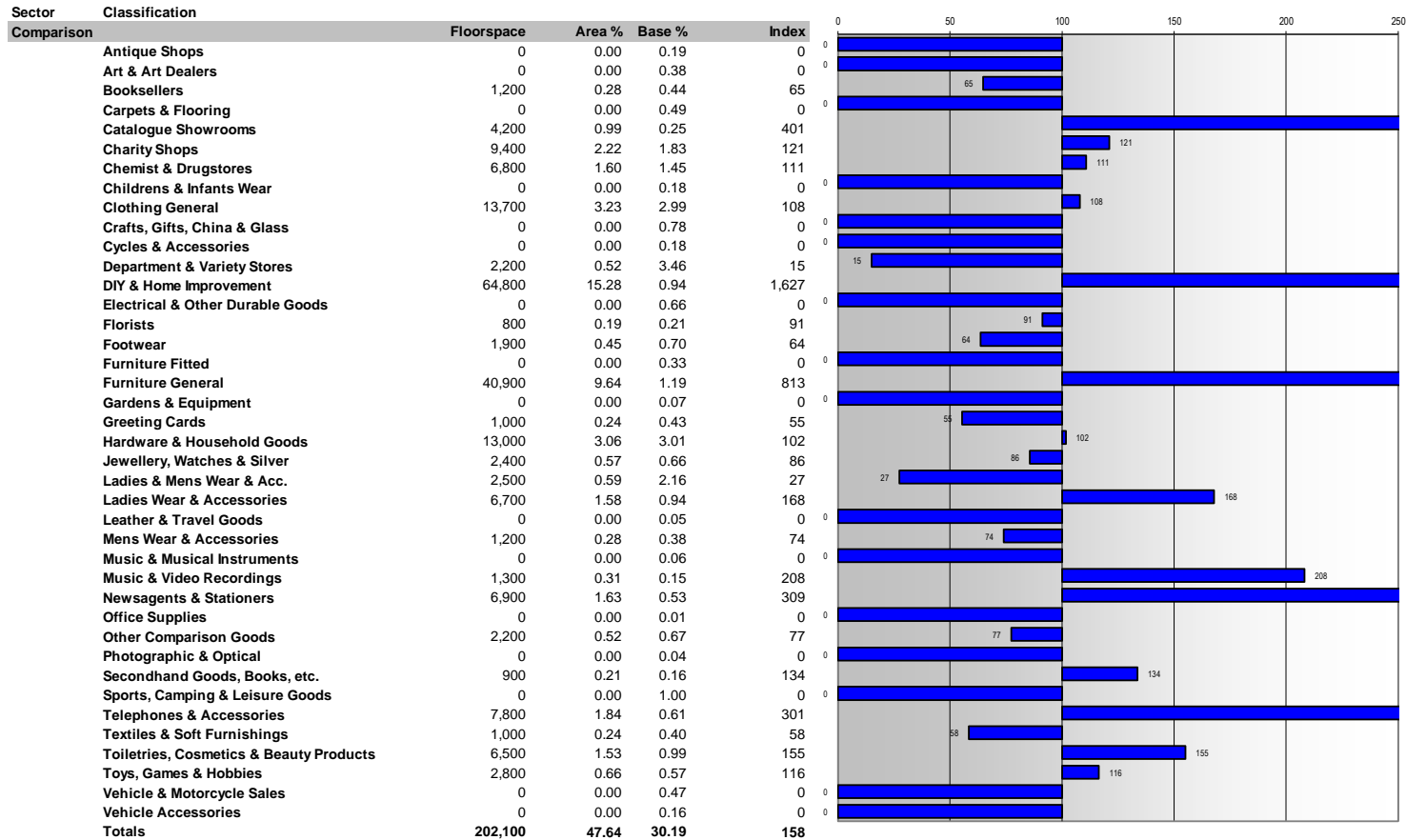


Financial & Business Services	Outlets	Area %	Base %	Index
Building Societies	1	0.63	0.38	165
Building Supplies & Services	1	0.63	0.48	131
Business Goods & Services	0	0.00	0.03	0
Employment & Careers	2	1.25	0.34	371
Financial Services	3	1.88	1.35	139
Legal Services	0	0.00	1.07	0
Other Business Services	0	0.00	0.38	0
Printing & Copying	1	0.63	0.26	243
Property Services	1	0.63	3.11	20
Retail Banks	5	3.13	1.53	205
Totals	14	8.75	8.91	98

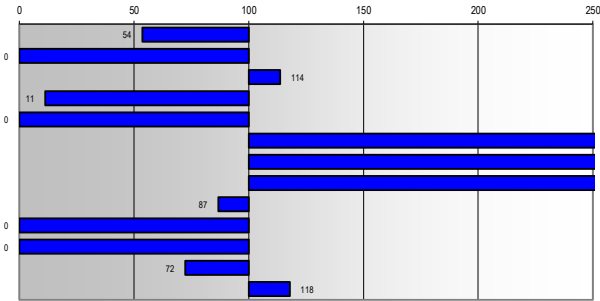


Vacant Outlets	Outlets	Area %	Base %	Index
Vacant Retail & Service Outlets	11	6.88	13.82	50
Total Number of Outlets	160			

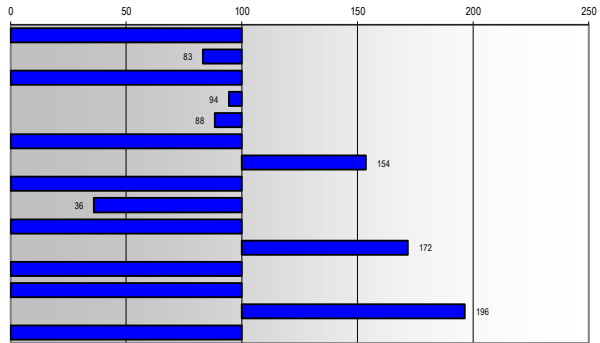




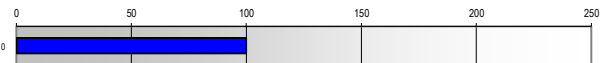
Convenience	Floorspace	Area %	Base %	Index
Bakers & Confectioners	2,000	0.47	0.88	54
Butchers	0	0.00	0.30	0
CTN	2,000	0.47	0.41	114
Convenience Stores	900	0.21	1.88	11
Fishmongers	0	0.00	0.05	0
Frozen Foods	10,900	2.57	0.83	310
Greengrocers	1,200	0.28	0.11	256
Grocers & Delicatessens	7,700	1.82	0.65	281
Health Foods	1,100	0.26	0.30	87
Markets	0	0.00	0.83	0
Off Licences	0	0.00	0.23	0
Shoe Repairs Etc	400	0.09	0.13	72
Supermarkets	44,500	10.49	8.90	118
Total Convenience	70,700	16.67	15.50	108



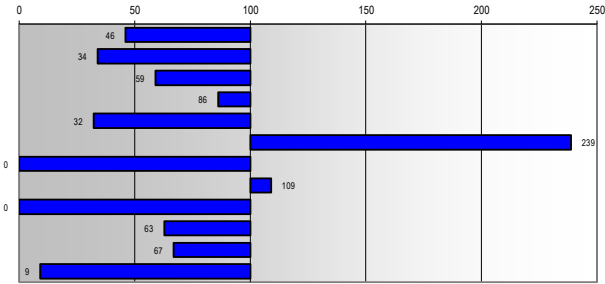
Retail Service	Floorspace	Area %	Base %	Index
Clothing & Fancy Dress Hire	0	0.00	0.03	0
Dry Cleaners & Launderettes	1,000	0.24	0.28	83
Filling Stations	0	0.00	0.11	0
Health & Beauty	16,300	3.84	4.07	94
Opticians	2,700	0.64	0.72	88
Other Retail Services	0	0.00	0.43	0
Photo Processing	400	0.09	0.06	154
Photo Studio	0	0.00	0.05	0
Post Offices	500	0.12	0.33	36
Repairs, Alterations & Restoration	0	0.00	0.10	0
Travel Agents	2,200	0.52	0.30	172
TV, Cable & Video Rental	0	0.00	0.01	0
Vehicle Rental	0	0.00	0.04	0
Vehicle Repairs & Services	5,700	1.34	0.68	196
Video Tape Rental	0	0.00	0.00	0
Totals	28,800	6.79	7.22	94



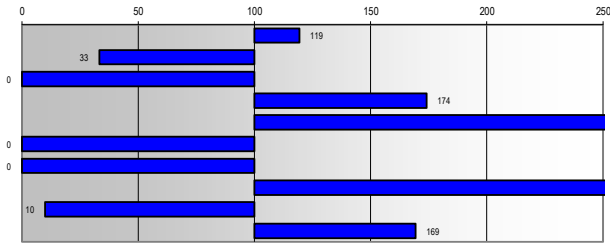
Other Retail	Floorspace	Area %	Base %	Index
Other Retail Outlets	0	0.00	0.04	0



Leisure Services	Floorspace	Area %	Base %	Index
Bars & Wine Bars	4,500	1.06	2.31	46
Bingo & Amusements	1,300	0.31	0.90	34
Cafes	7,000	1.65	2.80	59
Casinos & Betting Offices	3,100	0.73	0.85	86
Cinemas, Theatres & Concert Halls	2,500	0.59	1.83	32
Clubs	10,100	2.38	1.00	239
Disco, Dance & Nightclubs	0	0.00	0.34	0
Fast Food & Take Away	13,800	3.25	2.99	109
Hotels & Guest Houses	0	0.00	2.53	0
Public Houses	9,200	2.17	3.46	63
Restaurants	11,600	2.73	4.09	67
Sports & Leisure Facilities	1,100	0.26	2.83	9
Totals	64,200	15.13	25.93	58



Financial & Business Services	Floorspace	Area %	Base %	Index
Building Societies	1,500	0.35	0.30	119
Building Supplies & Services	600	0.14	0.43	33
Business Goods & Services	0	0.00	0.01	0
Employment & Careers	1,400	0.33	0.19	174
Financial Services	8,000	1.89	0.75	251
Legal Services	0	0.00	0.78	0
Other Business Services	0	0.00	0.51	0
Printing & Copying	1,800	0.42	0.14	308
Property Services	700	0.17	1.65	10
Retail Banks	14,300	3.37	1.99	169
Totals	28,300	6.67	6.74	99



Vacant Outlets	Floorspace	Area %	Base %	Index
Vacant Retail & Service Outlets	30,100	7.10	13.82	51
Total Floorspace	424,200			



TERMS AND CONDITIONS

1. DEFINITIONS

"this agreement" means the terms and conditions hereunder and the correspondence between the parties attached hereto.

"Experian" means Experian Group Limited.

"the Client" means the person, firm or limited company to whom the Services are to be provided.

"the Information" means any information (in whatsoever form) provided to the Client by Experian in connection with the Services.

"the Media" means the records, tapes or other materials and documents by which the information is communicated to the Client.

"the Services" means the services to be provided by Experian to the Client more particularly described in the correspondence between the parties attached hereto.

2. CONTRACT TERMS

Subject to Clause 14 hereunder this Agreement shall be on the terms and conditions set out below to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with or referred to in any document delivered or sent by the client to Experian.

3. PAYMENT OF CHARGES

3.1 The charges for the Services ("the Charges") shall be specified by Experian to the Client.

3.2 The Client shall pay the Charges within 28 days of the date of Experian's invoice thereof.

3.3 Interest at an annual rate of 5% above Barclays Bank plc's base rate from time to time shall accrue daily and be calculated on a daily basis on any sum overdue from the date of invoice until payment in full of the Charges.

3.4 Unless expressly stated otherwise the Charges shall be exclusive of VAT (or any other duty chargeable in respect thereof) (which for the avoidance of doubt shall be payable by the Client in accordance with the terms and conditions hereof).

4. PROVISION OF THE SERVICES

4.1 Experian shall use all reasonable endeavours to ensure that the information is accurate in all material respects.

4.2 Save as provided in sub-clause 4.1 above or otherwise expressly provided in this Agreement or to the extent that it is unlawful for any said representations and warranties to be excluded Experian makes no representations or warranties whether express or implied (by statute or otherwise) in connection with the Services or use thereof by the Client or otherwise in connection with this Agreement.

4.3 The parties hereto agree that the time for the performance of Experian's obligations in connection with the Services shall not be of the essence in this Agreement.

5. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement:

5.1 Experian shall not be liable (whether in contract or in negligence (other than the liability in respect of death or personal injury arising out of the negligence of Experian its servants or agents) or other tort or otherwise) for any indirect or consequential loss of any kind whatsoever (including without limitation loss of profit or loss of business) suffered by the Client in connection with the Services.

5.2 Without prejudice to the provisions of sub-clause 4.1 above Experian's maximum aggregate liability hereunder (other than liability in respect of death or personal injury arising out of the negligence of Experian its servants or agents) whether for breach of this Agreement or otherwise and whether or not arising from the negligence of Experian or any other person involved directly or indirectly in the provision of the Services shall not exceed an amount equal to the Charges (exclusive of VAT) payable to Experian hereunder.

6. COPYRIGHT

Property and the copyright (and all other intellectual property rights) in the Media and the Information (other than any information which has passed to Experian by the Client in connection with the Services or which has been obtained from any third party by Experian which copyright and all other intellectual property rights as appropriate shall remain vested in such third party) shall at all times remain vested in Experian.

7. CONFIDENTIALITY

7.1 The Client undertakes that it shall use the Information solely for the purpose of its own business and shall not (without the prior written consent of Experian) copy reproduce publish or transmit any part of the Information in any manner whatsoever and the media shall be returned to Experian upon demand.

7.2 The Client undertakes with Experian that the Client shall permit access to the Information only to those of its authorised officers or employees who need to know or use the Information and that the Client shall procure that its offices and employees shall maintain in strictest confidence and not divulge communicate or permit access to any third party any confidential information relating to Experian.

7.3 For the purpose of sub-clause 7.2 hereof the expression "confidential information" shall mean (as the context may require)

7.3.1 the Information; and/or

7.3.2 any information concerning Experian's trade secrets or business dealings transactions or affairs which may come to the notice of the client; and/or

7.3.3 any information and/or know how relating to the methods or techniques used by Experian in devising and developing the Services and any tapes documents or other materials comprising any part of such information and/or know how made available by Experian hereunder.

7.4 The provisions of sub-clause 7.2 hereof shall not apply to any confidential information to the extent that:

7.4.1 the Client is required to divulge the same by a Court tribunal or government authority with competent jurisdiction

7.4.2 it has already come within the public domain

7.4.3 it was already known to the Client prior to the date of disclosure by Experian (as evidenced by written records)

8. INDEMNITY

The Client shall indemnify and keep indemnified Experian from and against any and all liability loss claims demands costs or expenses of any kind whatsoever which shall at any time suffer or incur and which arise out of or in connection with the services provided that this indemnity shall not apply to the extent that any such liability arises of the default of Experian.

9. DATA PROTECTION ACT 1984

The Client undertakes that at all times they shall comply fully with the provisions of the Data Protection Act 1984 and any subsequent amendments thereto or re-enactments thereof.

10. TERMINATION

10.1 Experian shall be entitled to terminate this Agreement immediately by written notice to the Client if:

10.1.1 The Client is guilty of any material breach of the provisions of this Agreement and such breach if capable of remedy is not remedied within twenty one working days of written notice having been given to remedy such breach.

10.1.2 The Client has had a bankruptcy order made against it or has made an arrangement or composition with its creditors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver manager administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding-up of the Client or for the granting of an administration order in respect of the Client or any proceedings have been commenced relating to the insolvency of the Client.

10.2 The termination of this Agreement shall be without prejudice to the rights of Experian accrued prior to such termination.

11. FORCE MAJEURE

Notwithstanding anything herein contained neither party shall be under any liability to the other in respect of any failure to perform or delay in performing any of the obligations hereunder which is due to any cause of whatsoever nature beyond its reasonable control and no such failure or delay shall be deemed for any purposes to be a breach of this Agreement.

12. ASSIGNMENT

The rights granted to the Client hereunder are personal to it and the Client shall not assign or grant any rights in respect of or otherwise deal in the same.

13. WAIVER

Failure by either party to enforce any of the provisions of this Agreement shall not operate as a waiver of any of its rights hereunder or operate so as to bar the exercise or enforcement thereof at any time or times.

14. VARIATIONS

This Agreement constitutes the whole of the terms agreed between the parties hereto in respect of the subject matter hereof and supersedes all previous negotiations, understandings or representations and shall be capable of being varied only by an instrument in writing signed by a duly authorised representative of each of the parties hereto.

15. NOTICE

Any notice to be given hereunder by either party to the other may be given by first class mail addressed to the party of the address herein specified or such other address as such party may from time to time nominate for the purpose hereof or by telex or telefax and shall be deemed to have been served.

15.1 If given by mail seventy-two hours after the same shall have been despatched and

15.2 If given by telex or telefax one hour after transmission (if transmitted during normal business hours) and twelve hours after transmission (if transmitted outside normal business hours).

16. SEVERANCE

This Agreement is severable in that if any provision hereof is determined to be illegal or unenforceable by any Court or competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

17. LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties hereto agree that the English Courts shall have exclusive jurisdiction.

Appendix II

Experian GOAD Plans of Waltham Cross Town Centre (Survey Date: 9th February 2022)



150 metres

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Experian Goad Plan Created: 07/07/2022

Created By: Avison Young

For more information on our products and services:

www.experian.co.uk/goad | goad.sales@uk.experian.com | 0845 601 6011



150 metres

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2022. OS 100019885



Experian Goad Plan Created: 07/07/2022

Created By: Avison Young

For more information on our products and services:

www.experian.co.uk/goad | goad.sales@uk.experian.com | 0845 601 6011

Appendix III

Broxbourne Local Plan Examination - Council Responses to Actions Required following Hearing Sessions for Matter 6 (Week Three)

**Council Responses to Actions Required following Hearing Sessions for
Matter 6 (Week Three)**

Issues 6.13: Waltham Cross and Hoddesdon

AP30. Council to propose a main modification to policy WC2, paragraph 11.4 and Figure 13 to ensure that the Plan provides an effective and justified approach to the redevelopment of Waltham Cross northern High Street and the relocation of any existing uses that may be required.

POLICY/PARAGRAPH	PROPOSED MODIFICATION	REASON
11.4	<p>The northern end of High Street the High Street presently sees relatively low levels of footfall and has a level of vacancy significantly higher than the southern end. Whilst the ‘big box’ Wickes (<u>east of Sturlas Way</u>) and Homebase DIY stores (<u>west of Sturlas Way</u>) at this end of the High Street play a recognised role in the broad retail offer of the town, they turn their back on this end of the street and create closure to the pedestrianised core, consequently limiting footfall and the viability of the retail units. Previous endeavours to redevelop the northern end of the High Street for a retail led development have not attracted investors. The Town Centre Strategy therefore now promotes this site for a mixed use, high density development of apartments, shops and community uses. The estimated capacity for the site is for 300 new homes. This would entail the relocation of Wickes, and Homebase to Park Plaza and negotiations are on-going with both companies towards this end.</p>	
New paragraph 11.5	<p><u>The estimated capacity of the eastern part of the site is for 150 new homes. This would entail the relocation of Wickes, potentially to Park Plaza North (see Policy PP2). The western part of the allocation comprises the Homebase store and negotiations will take place with both the landowner and Homebase to establish the most sustainable future for this site. That may result in the status quo, a redevelopment incorporating a re-modelled Homebase store or the closure of the Homebase store and its potential relocation.</u></p>	
Policy WC2: Waltham Cross Northern High Street	<p>Policy WC2: Waltham Cross Northern High Street Waltham Cross Northern High Street will be developed as a mixed use quarter as follows <u>comprising the following:</u></p> <p>1. c. 300+ new homes; 2. 40% affordable housing; 3. Shops/commercial/community ground floor uses.</p> <p>a) <u>On the land east of Sturlas Way, approximately 150 homes;</u></p>	

**Council Responses to Actions Required following Hearing Sessions for
Matter 6 (Week Three)**

	<p>b) <u>On the land west of Sturlas Way, the potential for significant housing development, possibly as part of a mixed use development incorporating the existing store;</u></p> <p>c) <u>40% affordable housing;</u></p> <p>d) <u>Shops/commercial/community ground floor uses.</u></p> <p>The site is to be developed in accordance with a comprehensive master plan. Incremental development of the area will be resisted.</p> <p><u>Masterplanning is to consider reasonable options for the relocation of the Wickes and Homebase stores.</u></p> <p>A section 106 agreement will accompany a future planning permission and proportionate contributions will be allocated to priorities within the Infrastructure Delivery Plan.</p> <p>If necessary, compulsory purchase will be pursued by the Council.</p>	
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Representations from the agents for the freeholders of the Homebase site are attached as an appendix. These state that *"They [LCP Investments Ltd] remain unconvinced that Homebase represents a viable option on this site. They support in principle the proposal in the Local Plan to redevelop the site and would work with the Council to consider a mixed use redevelopment of the site."* The Council considers that it is appropriate to retain the Homebase site within the site allocation, but reduce the number of dwellings proposed to 150 to reflect development of the land east of Sturlas Way only, in order to provide flexibility around the future of the Homebase site.

In relation to Figure 13, this means that the only modification required is to delete the reference to 'c. 300 dwellings' and instead label "c.150 dwellings" on the eastern part of the site only. No modifications to the Policies Map are required.

Contact details

Enquiries

Dan Brown
Dan.Brown@avisonyoung.com

Visit us online

[avisonyoung.com](https://www.avisonyoung.com)

Avison Young

Norfolk House, 7 Norfolk Street, Manchester M2 1DW

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