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DATED 31st January 2025

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) HAMPSHIRE COUNTY COUNCIL

and

(3) LIDL GREAT BRITAIN LIMITED

AGREEMENT

Under Section 106

relating to land to the west of B&Q, Purbrook Way, Havant

Legal Team Southampton Council

THIS AGREEMENT is made on 31st January 2025

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX **(Borough Council)**;

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ **(County Council)**; and

3. **LIDL GREAT BRITAIN LIMITED (Co. Regn. No. 02816429)** of Lidl House, 14 Kingston Road, Surbiton, England, KT5 9NU **(Owner)**

BACKGROUND

(A) For the purposes of the Act, the Borough Council and the County Council are the local planning authorities for the area within which the Land is situated.

(B) The County Council is the Local Highway Authority for Hampshire (save for trunk roads and special roads) and the Transport Authority for Hampshire for the purpose of the Transport Act 1985 and 2000.

(C) The Owner is the registered freehold proprietor of that part of the Land which is registered with HM Land Registry under title number SH60463 (excluding any existing highway boundary) and shown as the area edged red on the Plan (**"the Land"**).

(D) The Owner has submitted the Application to the Borough Council for permission to develop the Land in accordance with the Planning Permission.

(E) The Owner enters into this Agreement in anticipation of the grant of Planning Permission being made subject to the parties having entered into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.

(F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Borough Council and the County Council against the Owner and its successors in title.

(G) The parties have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and agree that the planning obligations in this Agreement:

   a. are necessary to make the Development acceptable in planning terms;
   b. are directly related to the Development; and
   c. fairly and reasonably relate in scale and kind to the Development.

The parties agree as follows:

1. DEFINITIONS

From the date of this Agreement unless the context otherwise requires, the following definitions apply to this Agreement and Background:

"Act"	means the Town and Country Planning Act 1990 (as amended).
"Agreement"	means this deed of Agreement.
"Application"	means the application for outline planning permission to carry out the Development and given the Borough Council's reference number APP/24/00330.
BNG Monitoring Fee	means the sum of £4,711 (Four Thousand and Seven Hundred and Eleven Pounds) as a contribution towards the costs incurred by the Borough Council's in the provision of a suitably qualified and experienced person whose function is to monitor BNG Conditions.
BNG Conditions	means BNG conditions imposed on the Planning Permission
"Borough Council Monitoring Fee"	means the sum of £6,832 (Six Thousand, Eight Hundred and Thirty-Two Pounds) as a contribution towards the costs incurred by the Borough Council in the provision of a suitably qualified and experienced person whose function is to monitor, coordinate and enforce the obligations contained within this Agreement.
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, and "Commence" and similar expressions shall be construed accordingly.
"Completion Certificate Standard"	means completion of the Highway Works to the reasonable satisfaction of the County Council as evidenced by the issue of a certificate of completion for any Highway Works pursuant to section 278 of the Highway Act 1980 or the issue of a part 2 certificate for the Highway Works pursuant to section 38 of the Highways Act 1980. [redacted]
"Contributions"	means ~~the TRO Contribution and~~ the Pedestrian and Cycling Contribution (and "Contribution" shall be construed accordingly).

"County Council Director"	means the Director of Universal Services at the County Council or his/her appointed representative for the time being or successor.
"County Council Monitoring Fee"	means the sum of £1,500 (One Thousand and Five Hundred Pounds) as a contribution towards the costs incurred by the County Council in the provision of a suitably qualified and experienced person whose function is to monitor, coordinate and enforce the obligations contained within this Agreement as well as to fulfil new reporting requirements introduced within the Community Infrastructure Levy (Amendment) (England) (No.2) Regulations 2019 as amended.
"CPI"	means the consumer prices index published by the Office of National Statistics.
"Development"	means the erection of a retail foodstore with associated car parking, access, landscaping and engineering works on the Land.
"Employment and Skills Plan"	means a plan setting out employment and training strategy for Havant residents both in the construction phase of the Development and once completed the ongoing staffing of the Development. This should include steps that will be taken by the Owner to deliver local employment opportunities in terms of jobs, apprenticeships and training opportunities in the Development. The plan will clearly outline how the Owner will deliver the plan in cooperation with the Borough Council and other relevant parties including but not limited to Jobcentre Plus, Solent Apprenticeship Hub, Havant & Southdown College Youth Hub and/or other agencies nominated by the County Council operating within the respective Councils' administrative areas.
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 13 to determine a dispute.
"Framework Travel Plan"	means the framework plan dated September 2024 Project Code B/LIDLPurbrookWay4.1 Final 03 agreed by the County Council and attached as Appendix 3 to this Agreement.
"Head of Legal Services"	means the Head of Legal Services at the Borough Council or the County Council (as appropriate) or his/her appointed representative for the time being or any successor.

"Highway Works Agreement"	means an agreement or agreements for the Highway Works to be entered into by the Owner and the County Council pursuant to (inter alia) section 278 and/or section 38 of the Highways Act 1980 in a form to be agreed by the County Council to provide for the execution of the Highway Works by the Owner at the expense of the Owner .
"Highway Works"	means the highway works for the A3(M) J4 eastern roundabout works and pedestrian and cycle access works as shown in principle on drawing number LIDLHAVANT.2/01 Rev P6 attached as Appendix 2 to this Agreement
"Index"	means either: (a) CPI in respect of all Contributions that are payable to the Borough Council or (b) RPI in respect of all Contributions that are payable to the County Council.
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where: A = the last figure published for the Index that applied immediately preceding the date that payment was due or, if earlier, the date that the relevant payment was paid. B = the last figure published for the Index that applied immediately prior to the date of this Agreement.
"Interest"	means interest at 5% above the base lending rate of the Barclays Bank PLC from time to time.
"Land"	means the area of land to the west of B&Q, Purbrook Way, Havant as shown edged red on the Plan.
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be similarly construed.
"Pedestrian and Cycling Contribution"	means the sum of £143,175.00 (One Hundred and Forty-Three Thousand And One Hundred and Seventy Five Pounds) Index Linked as a contribution towards the costs incurred by the County Council of providing

	pedestrian and cycling improvements along Purbrook Way.
"Plan"	means the plan entitled "Location Plan" with drawing number AD 100 annexed as Appendix 1 to this Agreement.
"Planning Permission"	means the planning permission that may be granted in pursuance of the Application.
"Practical Completion"	means the issue of a certificate of practical completion of the Development by the Owner's representative or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's representative.
"RPI"	means the retail price index published by the Office for National Statistics (or amendment or replacement thereof).
"SuDS"	means a sustainable urban drainage scheme for the Development.
"SuDS Bond"	means a bond issued by a surety in the form annexed at Appendix 4 to this Agreement (or such other form as the Borough Council shall approve) for the SuDS Bond Amount (to be provided in the alternative to the SuDS Cash Deposit).
"SuDS Bond Amount"	means 10% of the open book construction costs for the SuDS as approved in accordance with paragraph 2 of Schedule 2.
"SuDS Cash Deposit"	means a lump sum payment in cash of a sum being 10% of the open book construction costs for the SuDS as approved in accordance with paragraph 2 of Schedule 2 (to be provided in the alternative to the SuDS Bond).
"SuDS Management Plan"	means a plan for the maintenance and management of the SuDS for the lifetime of the Development including details of how the costs of maintenance and management shall be met by the Owner to be proposed by the Owner and approved by the Borough Council in accordance with the provisions of Schedule 2.
"Travel Plan"	means one or more final and full form travel plan(s) based on the Framework Travel Plan for the Land to be approved by the County Council.
"Travel Plan Approval Fee"	means the sum of £1,500 (One Thousand Five Hundred) payable by the Owner to the County Council

	towards the costs incurred or to be incurred in reviewing and approving the Travel Plan.
"Travel Plan Bond"	means the bond approved by the County Council in the sum of £15,000 (Fifteen Thousand Pounds) being the sum of the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council) plus 10% thereof by a bondsman acceptable to the County Council Head of Legal Services (to be provided in the alternative to the Travel Plan Cash Deposit).
"Travel Plan Cash Deposit"	means the sum of £15,000 (Fifteen Thousand Pounds) being the sum of the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council) (to be provided in the alternative to the Travel Plan Bond).
"Travel Plan Co-ordinator"	means a suitably qualified and experienced person employed or appointed pursuant to the Travel Plan who has responsibility for developing, implementing, monitoring, progress reporting and reviewing the Travel Plan in order to ensure that the Travel Plan achieves its or their stated targets.
"Travel Plan Monitoring Fee"	means the sum of £15,000 (Fifteen Thousand Pounds) payable to the County Council after the approval of the Travel Plan towards the costs to be incurred by the County Council in monitoring the Travel Plan.
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England.

2 INTERPRETATION

2.1 The clause and paragraph headings in this Agreement are for reference only and do not affect its construction or interpretation.

2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.

2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that

legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.7 References to the Land include any part of it.

2.8 References to any party in this Agreement include the successors in title of that party and any references to the Borough Council and County Council include any successor local planning authority exercising planning powers under the Act and any successor Local Highway Authority.

2.9 References to "including" mean "including, without limitation".

2.10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

2.13 Whenever this Agreement requires the agreement approval confirmation or consent of the parties such approval or consent is not to be unreasonably withheld or delayed and the parties shall take a reasonable approach.

3 STATUTORY PROVISIONS

3.1 This Agreement is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of those sections of the Act and are enforceable by the Borough Council and the County Council against the part of the Land owned by the Owner.

3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Borough Council or the County Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT OF AGREEMENT

4.1 This Agreement shall have effect from the:

4.1.1 grant of the Planning Permission; and

4.1.2 the Commencement of Development

SAVE FOR the provisions of clause 1 (definitions), clause 2 (interpretation), clause 3 (statutory provisions), this clause, clause 9 (land charge), clause 10 (release), clause 11 (notices), clause 12 (costs of the agreement), clause 13 (determination of disputes), clause 14 (rights of third

parties), clause 17 (interest), clause 19 (waiver) and clause 22 (jurisdiction) which come into effect from the date hereof

SAVE FOR any obligations contained in the Schedules to this Agreement expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon the grant of Planning Permission.

6 OWNERS COVENANTS

The Owner covenants with the Borough Council and the County Council to comply, observe and perform the obligations as set out in this Agreement (which for the avoidance of doubt shall include the obligations in Schedules 1, 2, 3 and 6).

7 BOROUGH COUNCIL COVENANTS

The Borough Council covenants with the Owner to comply, observe and perform the obligations as set out in this Agreement (which for the avoidance of doubt shall include the obligations in Schedules 2 and 4).

8 COUNTY COUNCIL COVENANTS

The County Council covenants with the Owner to comply, observe and perform the obligations as set out in this Agreement (which for the avoidance of doubt shall include the obligations in Schedule 5).

9 REGISTRATION

This Agreement shall be registered by the Borough Council as a Local Land Charge in the Register of Local Land Charges maintained by the Borough Council.

10 RELEASE

10.1 No party shall be liable for any breach of covenant, restriction or obligation contained in this Agreement after parting with all their interest in the Land or any part of the Land in respect of which such obligation relates or such breach occurs except in respect of any breach on their part subsisting prior to parting with such interest.

10.2 No planning obligations contained in this Agreement shall be binding on any part of the Land held by any statutory undertakers for their operational purposes.

11 NOTICES

11.1 The Owner agrees to give the Borough Council and the County Council Director written notice within 10 Working Days of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged and such notice shall give details of:

11.1.1 the transferee's full name;

11.1.2 the registered office where any transferee owner is a company;

11.1.3 the usual address where any transferee is not a company; and

11.1.4 details of the area of the Land or unit of occupation transferred by reference to a plan.

11.2 Any notice, demand or any other communication to be given under or in connection with this Agreement shall be in writing and will be effective only if delivered by hand or sent by recorded delivery to the party due to receive the notice, demand or communication.

11.3 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Borough Council shall be marked for the attention of the Head of Legal and the County Council Director (ref: relating to land to the west of B&Q, Purbrook Way, Havant App/24/000330 Access EDOC/0091).

11.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

11.4.1 if delivered by hand, at the time of delivery; or

11.4.2 if sent by recorded delivery, at the time delivery was signed for.

11.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.

11.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

11.7 In addition to the above requirements, any notice, demand or any other communication to be sent to the Borough Council shall also be sent by email to planning.development@havant.gov.uk.

12 COSTS OF THIS AGREEMENT

Upon or prior to completion of this Agreement the Owner shall pay to the Borough Council and the County Council their reasonable and proper legal costs, in connection with the preparation, negotiation and completion of this Agreement together with the County Council's development control costs of £2,266 (Two Thousand, Two Hundred and Sixty-Six Pounds).

13 DETERMINATION OF DISPUTES

13.1 Subject to clause 13.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than 28 Working Days' written notice requiring the dispute to be determined under this clause 13. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute, and the relief sought in relation to the dispute.

13.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.

13.3 The Expert shall act as an independent expert and:

13.3.1 each party may make written representations within 28 Working Days of his appointment and will copy the written representations to the other party;

13.3.2 each party shall have a further 14 Working Days to make written comments on the other's representations and will copy the written comments to the other party;

13.3.3 the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

13.3.4 the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

13.3.5 the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and

13.3.6 the Expert shall use all reasonable endeavours to publish his decision within thirty Working Days' of his appointment.

13.4 Responsibility for the costs of referring a dispute to an Expert under this clause 13, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.

13.5 This clause 13 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

13.6 The provisions of this clause 13 shall not affect the ability of the Borough Council or County Council to apply for and be granted declamatory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to this Agreement and their successors in title.

15 INDEXATION

15.1 The Contributions payable pursuant to this Agreement shall be Index Linked.

15.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include 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 deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Borough Council or the County Council (as appropriate) shall advise the Owner in writing.

16 SATISFACTION OF OBLIGATIONS

The Borough Council or County Council will on written request from the Owner use reasonable endeavours to certify within 20 Working Days whether or not an obligation under this Agreement has been satisfied.

17 INTEREST

If any sum due under this Agreement is paid late Interest will be payable from the date payment is due until the date of payment.

18 VAT

The parties to this Agreement acknowledge and agree the Contributions in this Agreement are not subject to VAT and no VAT should be charged or recoverable in addition to the amount of the Contributions specified in the Agreement.

19 WAIVER

No failure or delay by the Borough Council or County Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligation contained in this Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20 TERMINATION

20.1 The obligations in this Agreement (with the exception of clause 12 (costs of the agreement) shall cease to have effect if before the Commencement of Development, the Planning Permission:

20.1.1 expires;

20.1.2 is varied or revoked other than at the request of the Owner ; or

20.1.3 is quashed following a successful legal challenge.

21 FUTURE PERMISSIONS

21.1 Subject to clause 22.1, nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

21.2 This Agreement shall apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council or the circumstances in clause 20.1.2 arise.

22 JURISDICTION

22.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

22.2 The Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

SCHEDULE 1

Covenants by the Owner – Borough Council Contributions

The Owner covenants with the Borough Council:

1. Payment of the Borough Council Monitoring Fee & BNG Monitoring Fee

2.1 To pay the Borough prior to Commencement of Development the following:
- 2.1.1 the Borough Council Monitoring Fee
- 2.1.2 the BNG Monitoring Fee

2.2 Not to Commence or permit Commencement of Development until the Borough Council Monitoring Fee and BNG Monitoring Fee have been paid to the Borough Council.

SCHEDULE 2

SuDS AND EMPLOYMENT AND SKILLS PLAN

The Owner (and the Borough Council where relevant) covenant as follows:

1 SuDS MANAGEMENT PLAN

1.1 Not later than two months following Commencement of the Development the Owner shall submit to the Borough Council the SuDS Management Plan.

1.2 The Borough Council covenants that it will notify the Owner (as relevant) that it either approves or rejects the SuDS Management Plan within one month of receipt. If notification is not received within that time, the SuDS Management Plan will be deemed to be approved. If notification of a refusal is received by the Owner within the aforementioned time period, the Owner shall submit a further SuDS Management Plan until such time as the Borough Council approves the SuDS Management Plan or deemed approval applies.

1.3 The Owner shall not allow or permit Occupation of the Development until the SuDS Management Plan has been approved in writing or deemed approved by the Council.

1.4 The Owner shall secure the proper maintenance of the SuDS to the reasonable satisfaction of the Borough Council following its laying out or construction until the maintenance arrangements for the SuDs (in accordance with the SuDS Management Plan) have been implemented, and from then on shall comply with the SuDS Management Plan.

2. SuDS

2.1 Prior to Commencement of Development the Owner shall submit to the Borough Council for its approval a bill of quantities detailing the open book construction costs for the SuDS.

2.2 The Borough Council covenants that it shall within ten (10) Working Days from receipt of the bill of quantities submitted in accordance with paragraph 2.1 hereof notify the Owner (as relevant) that it either approves the bill of quantities for the SuDS as submitted or proposes such reasonable amendments as are considered necessary. In the event that the Borough Council fails to respond to the bill of quantities for the SuDS within ten (10) Working Days of receipt, the bill of quantities as submitted are to be deemed approved.

2.3 Where reasonable amendments to the open book construction costs for the SuDS are proposed by the Borough Council, the Owner shall not more than ten (10) Working Days after receiving the Borough Council's proposed amendments revise the bill of quantities for the SuDS in accordance with the proposed amendments.

2.4 On or before Commencement of Development the Owner shall:

2.4.1 Provide the Borough Council with the SuDS Bond; or

2.4.2 Pay the Borough Council the SuDS Cash Deposit.

2.5 The SuDS Bond shall endure, or the SuDS Cash Deposit shall be retained by the Borough Council until the date of completion of construction of the SuDS to the reasonable satisfaction of the Borough Council following which the unexpended SuDS Bond or SuDS Cash Deposit shall be immediately released to the party that paid the same (with, in the case of the SuDS Cash Deposit, accrued interest).

2.6 Prior to Occupation of the Development the Owner shall complete construction of the SuDS

2.7 If:

i) The Owner have completed the construction of the SuDS but have failed to construct the SuDS in accordance with Condition 11 of the Planning Permission or

ii) Prior to the completion of the SuDS the Owner are adjudicated bankrupt or go into liquidation voluntarily or otherwise; or

iii) The Owner have executed a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation)

The Borough Council may (without prejudice to the Borough Council's other rights remedies and powers against the Owner):

- By written notice require the surety to pay for; or
- The SuDS Cash Deposit may be applied to:

Any reasonable and proper expenditure (including legal costs) which the Borough Council may incur in carrying out the construction of the SuDS to its own design or the Owner'/Developer's design to return the Land to the level of hydrological response as existed before the Commencement of the Development.

3. EMPLOYMENT AND SKILLS PLAN

3.1 The Owner working in consultation with the Borough Council and relevant partners including but not limited to Job centre plus, Solent Apprenticeship Hub, Havant & Southdowns College, Youth Hub, sub-contractors will deliver outcomes in terms of jobs, apprenticeships and training opportunities through the Employment and Skills Plan to be agreed by the Owner and the Borough Council before Commencement of the Development.

SCHEDULE 3

Highway, Transport and Travel

The Owner covenants with the County Council as follows:

1 TRAVEL PLAN

1.1 Not to Occupy nor permit Occupation until the Travel Plan has been submitted to and approved in writing by the County Council.

1.2 Prior to Occupation to pay to the County Council the Travel Plan Approval Fee.

1.3 Not to Occupy nor permit Occupation of the Development until the Travel Plan Monitoring Fee has been paid to the County Council.

1.4 Without prejudice to the approved Travel Plan the Owner shall not Occupy nor permit Occupation of the Development (or any part thereof) unless and until it has appointed a Travel Plan Co-ordinator for the whole of the Development to implement the Travel Plan and has notified the County Council in writing of such appointment.

1.5 Not to Occupy nor permit Occupation of the Development until it has:

1.5.1 provided to the County Council the Travel Plan Bond to the effect that if in the opinion of the County Council acting reasonably the Owner unreasonably fails at any time within five years of Occupation of the Development to deliver the agreed measures/targets and/or comply with any/all of the measures/targets contained within the Travel Plan the bondsman shall pay to the County Council on demand such apportioned Travel Plan Bond as may be certified by the County Council Director to be required in order to remedy the failure to achieve and implement the agreed measures/targets contained within the Travel Plan or such alternative measures as the Director (acting reasonably) in his absolute discretion determines will achieve the overall aims of the relevant Travel Plan **OR**

1.5.2 paid the Travel Plan Cash Deposit to the County Council, and in the event of payment of the Travel Plan Cash Deposit, the County Council will use the Travel Plan Cash Deposit in order to remedy any failure to achieve and implement the agreed measures/targets contained within the Travel Plan or carry out such alternative measures as the County Council Director in his/her absolute discretion determines will achieve the overall aims of the Travel Plan.

1.6 That if it or its successors in title Occupy the Development or any part thereof it or they will implement the Framework Travel Plan or the Travel Plan relating to the relevant part of the Development to be Occupied and shall use all reasonable endeavours to achieve the targets set therein.

1.7 To include in any tenant's lease or occupier's license of any part or parts of the Development a covenant that the tenant or occupier will implement the Travel Plan in respect of such part or parts of the Development and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier.

1.8 That within 20 Working Days of the letting of the Development or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details:

- the name and address of the tenant;

- a description of the premises demised (including by reference to a drawing);

- the length of the term; and

- a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan.

2 HIGHWAY WORKS

2.1 Not to Commence or permit Commencement of the Development (unless otherwise agreed in writing with the County Council) until the Owner has submitted their design check for a Highway Works Agreement with the County Council for the Highway Works.

2.2 That it shall carry out and complete the Highway Works in accordance with the Highway Works Agreement.

2.3 Not to Occupy or permit Occupation of any part of the Development until the Highway Works have been carried out to Completion Certificate Standard in accordance with the Highway Works Agreement.

2.4 Not to commence any highway tree felling until the Highway Works Agreement has been completed and the tree felling is completed in accordance with the terms of the Highway Works Agreement.

3 PAYMENT OF THE PEDESTRIAN AND CYCLING CONTRIBUTION

3.1 To pay the Pedestrian and Cycling Contribution to the County Council prior to Occupation of the Development.

3.2 Not to Occupy or permit Occupation of the Development until the Pedestrian and Cycling Contribution has been paid to the County Council.

4 PAYMENT OF THE COUNTY COUNCIL MONITORING FEE

4.1 To pay the County Council Monitoring Fee to the County Council prior to Commencement of Development.

4.2 Not to Commence or permit Commencement of Development until the County Council Monitoring Fee has been paid to the County Council.

5 PAYMENT OF THE TREE COMPENSATION CONTRIBUTION

5.1 To pay the Tree Compensation Contribution in accordance with the Highway Works Agreement.

SCHEDULE 4

Covenants by the Borough Council

The Borough Council covenants with the Owner as follows:

1. PLANNING PERMISSION

1.1 The Borough Council shall on commencement of this Agreement issue the Planning Permission within five Working Days.

SCHEDULE 5

Covenants by The County Council

The County Council covenants with the Owner as follows:

1. **PEDESTRIAN AND CYCLING CONTRIBUTION**

1.1 Not to use any part of the Pedestrian and Cycling Contribution other than for the purposes for which it was paid (whether by the County Council or another party unless by written agreement).

1.2 In the event that the Pedestrian and Cycling Contribution has not been spent or committed for expenditure by the County Council within 10 years following the date of receipt of any part of the Pedestrian and Cycling Contribution the County Council shall refund to the paying party any part of the Pedestrian and Cycling Contribution which has not been spent or committed for expenditure, together with any accrued interest.

2. **TRAVEL PLAN**

2.1 The County Council shall use the Travel Plan Cash Deposit or call upon the Travel Plan Bond in order to remedy any failure to achieve and implement the agreed measures/targets contained within the Travel Plan.

2.2 On successful implementation of the Travel Plan the County Council will release the bondsman at the request of the Owner in the 6th year of Occupation of the Development or any unspent portion of the Travel Plan Cash Deposit thereof shall be returned upon request of the Owner in the 6th year of Occupation of the Development

SCHEDULE 6

Miscellaneous covenants

The Owner covenants with the Borough Council and the County Council as follows:

1. **COMMENCEMENT OF DEVELOPMENT**

   To give to the Borough Council and County Council not less than ten Working Days written notice of their intention to Commence Development.

2. **OCCUPATION**

   To give to the Borough Council and County Council not less than ten Working Days written notice of first Occupation.

3. **SUBMISSION OF DOCUMENTS**

   To provide when submitting documents or details to the Borough Council and/or County Council pursuant to the Schedules of this Agreement a reference to the Planning Permission, the date and parties to this Agreement, and the paragraph and Schedule under which approval is sought (together with a statement of the date by which a decision must be given by the Borough Council and/or the County Council).

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

10369?

EXECUTED as a **DEED** by affixing
THE COMMON SEAL of the **COUNCIL OF THE BOROUGH OF HAVANT**

[redacted]

Authorised Signatory

38/0255

EXECUTED as a **DEED** by affixing
THE COMMON SEAL of the **HAMPSHIRE COUNTY COUNCIL**

[redacted]

Authorised Signatory

Name: Timothy Spender

Position: Assistant Head of Legal Services

Executed as a **Deed** by **Lidl Great Britain Limited**)
acting by its attorney Oliver McGuinness under)
a power of attorney dated 1 March 2024)
in the presence of a witness)

[redacted]

Lidl Great Britain Limited

by its attorney Oliver McGuinness

In the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

[redacted]

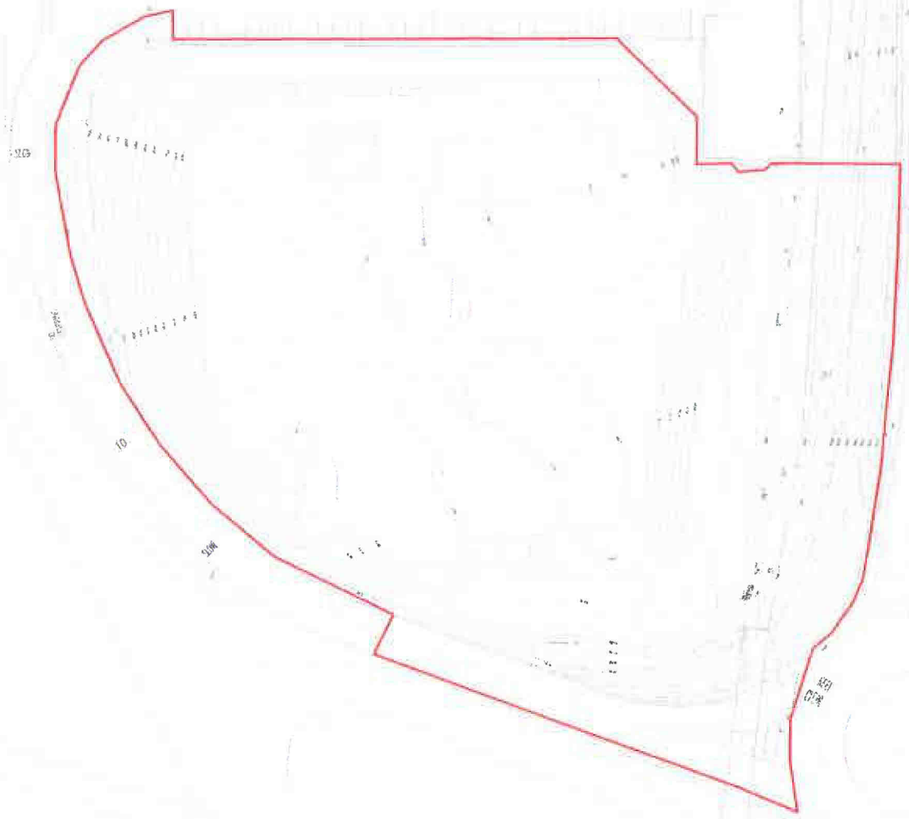
Appendix 1 - Plan

Rev.	Author	Checked	Date
P01	LI	JS	08.04.24

[redacted]

38/0255

[redacted]



Site Layout Plan - Existing
1:500

103699

AUTHORISED SIGNATORY

N

Store Specification	BBS23
Drawing Purpose	PLANNING This drawing has been prepared for the sole purpose of forming part of a planning application, and should not be used for any other purpose.

LIDL

SPACE

Base remarks, Boston Park Road, Tewkesbury Business Park, GL20 8LN
T: 44 (0)1684 850 668
www.spacearchitecture.co.uk

Project	Lidl Purbrook Way Havant
Drawing Title	Site As existing

Project No.	Drawing No.	Status	Rev.	Scale at A1
08836	XX-XX-DR-A-90002	S3	P01	1:500

File Reference: 08836-SPACE-XX-XX-DR-A-90002-S3-P01

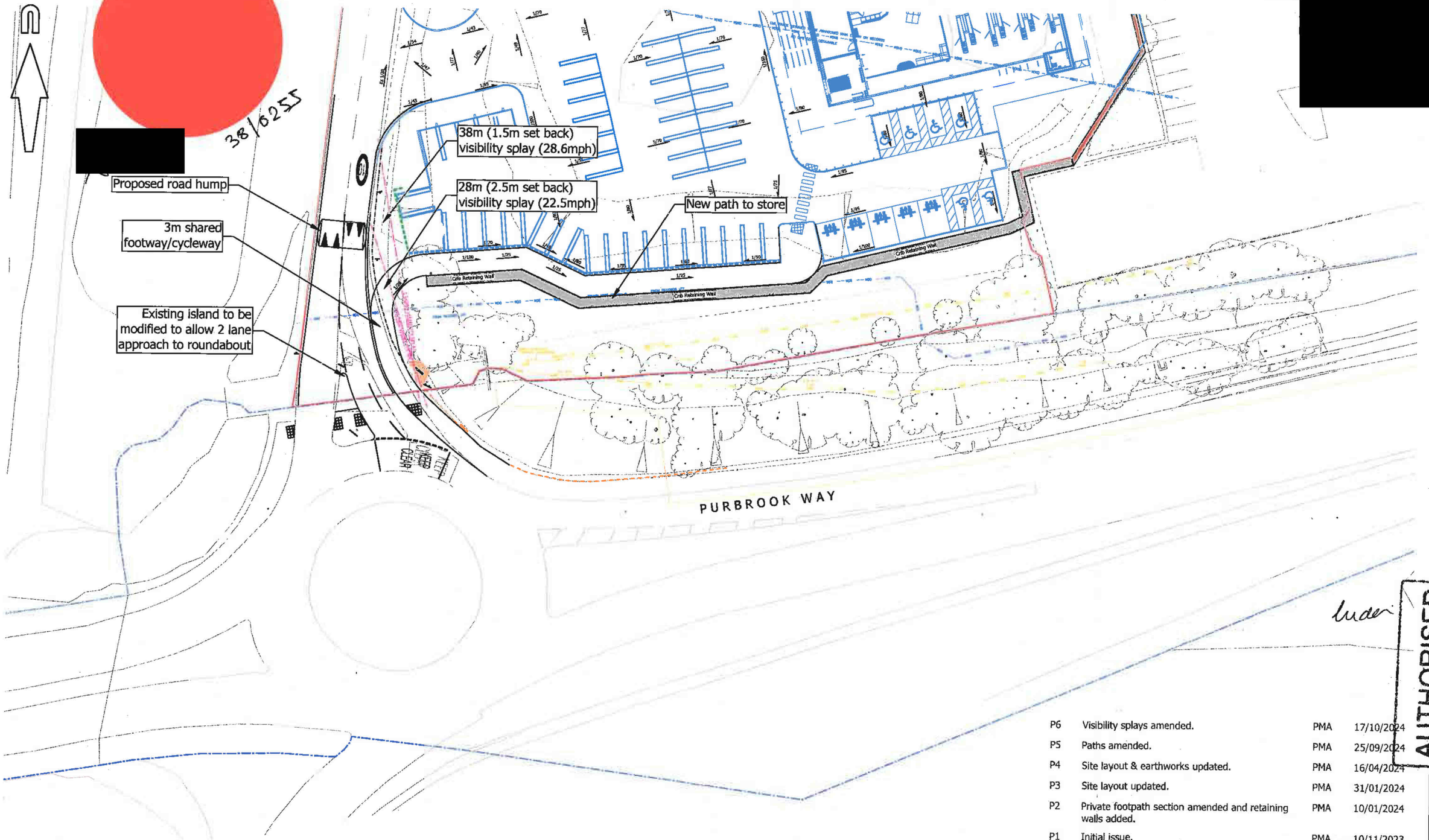
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Appendix 2 – Highway Works plan

[redacted]

38/0255

[redacted]



10236-4a

AUTHORISED SIGNATORY

P6	Visibility splays amended.	PMA	17/10/2024
P5	Paths amended.	PMA	25/09/2024
P4	Site layout & earthworks updated.	PMA	16/04/2024
P3	Site layout updated.	PMA	31/01/2024
P2	Private footpath section amended and retaining walls added.	PMA	10/01/2024
P1	Initial issue.	PMA	10/11/2023

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mayer brown

Mayer Brown Limited
Lion House Oriental Road Woking Surrey GU22 8AR
Telephone 01483 750 508 Fax 01483 750 437
wokingoffice@mayerbrown.co.uk www.mayerbrown.co.uk

client: LIDL GREAT BRITAIN LIMITED

project: PROPOSED LIDL FOODSTORE
PURBROOK WAY, HAVANT

title: PROPOSED HIGHWAY IMPROVEMENTS

scale: 1:500 @ A3 | drawn by: JRH | checked by: PMA

date: OCTOBER 2022 | cad file: 01.DWG

drawing number: LIDLHAVANT.2/01 | rev.: P6

Appendix 3 – Framework Travel Plan

mayer brown

LIDL GREAT BRITAIN LIMITED
LIDL FOODSTORE
PURBROOK WAY, HAVANT

TRAVEL PLAN

SEPTEMBER 2024



the journey is the reward

LIDL GREAT BRITAIN LIMITED
LIDL FOODSTORE
PURBROOK WAY, HAVANT

TRAVEL PLAN

SEPTEMBER 2024

Report Reference:	**240904 - LIDL Purbrook Way, Havant - Travel Plan**
Project Code:	**B/LIDLPurbrookWay4.1**
Prepared by:	**RB**
Approved by:	**RG**
Issue Date:	**September 2024**
Status:	**Final 03**

Mayer Brown Limited, DeskLodge House, 2 Redcliffe Way, Redcliffe, Bristol BS1 6NL
Telephone 0117 925 1027 bristoloffice@mayerbrown.co.uk www.mayerbrown.co.uk

Lidl Great Britain Limited
Lidl Foodstore
Purbrook Way, Havant
Travel Plan

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APPENDIX B: Example Staff Travel Survey
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1 Introduction

1.1 Mayer Brown Ltd has been appointed by Lidl to prepare this Travel Plan in support of a proposed foodstore on Purbrook Way in Havant, Hampshire (PO9 3QJ).

1.2 Planning permission is being sought for construction of a 2,185sqm Gross Internal Area (GIA) Lidl foodstore. The store would be served by a 110-space car park, whilst vehicular access to the site would be provided via a priority junction arrangement along the western boundary of the site, with a separate shared pedestrian / cycle access route providing access to the store entrance from the roundabout with Purbrook Way to the west.

1.3 This Travel Plan has been developed as a long-term strategy with the aim of promoting and facilitating trips to / from the site using the most sustainable modes of travel available, thereby minimising the impact that proposals will have upon the local highway network through a reduction in single occupancy private car travel.

1.4 The primary objective of the Travel Plan is to reduce unnecessary vehicular trips undertaken by staff and customers through the promotion and facilitation of suitable alternative modes of travel when accessing the site.

1.5 A review of the site in terms of location, development proposals and accessibility has been undertaken to highlight any potential barriers to usage of sustainable travel modes in the local area.

1.6 A range of physical and managerial measures have been outlined within the Travel Plan which aim to work towards this objective and meet outlined targets.

1.7 The Travel Plan and its obligations will become effective upon occupation of the store for a period of up to five years, although it is envisaged that the legacy of the Travel Plan to reduce unnecessary vehicular trips and promote / facilitate more sustainable modes of travel where possible will continue past this period.

Monitoring & Evaluation Fees

1.8 The Travel Plan together with associated costs, including appropriate approval, monitoring and evaluation fees and a cash deposit bond, will be secured through a Section 106 Agreement with the local authorities (Hampshire County Council as Highway Authority and Havant Borough Council as Local Planning Authority).

2 Objectives & Motivations

2.1 Governmental guidance has highlighted the requirement for a reduction in car usage (particularly single occupancy journeys) and an increase in use of public transport, walking, cycling and car sharing.

2.2 Preparation of the Travel Plan has considered, although is not limited to, the following guidance documents:

- The New National Planning Policy Framework (2021);
- Planning Practice Guidance 'Travel Plans, Transport Assessments and Statements' (2014)
- Creating Growth, Cutting Carbon: Making Sustainable Local Transport Happen (2011);
- Hampshire County Council's 'A Guide to Development Related Travel Plans' (2009)
- Good Practice Guidelines: Delivering Travel Plans through the Planning Process (2009); and
- The Essential Guide to Travel Planning (2008).

2.3 Additionally, as part of the overall development of the proposals, consideration was given to relevant national, regional and local policies, including:

- Department for Transport's 'Manual for Streets' (2007);
- Hampshire's Local Transport Plan 3: 2011-2031 (2013) and Draft Local Transport Plan 4 (2022);
- Havant Borough Council's 'Parking' Supplementary Planning Document (SPD) (July 2016, partially updated September 2019); and
- Havant Borough Council's Local Plan (Core Strategy) (March 2011).

Objectives

2.4 The objective of the Travel Plan is to implement a long-term change in travel patterns. Although the Travel Plan is aimed at both customers and staff, it is considered that staff travel provides more scope for change, due to:

- Staff undertaking a higher frequency of trips to the site compared to customers;
- The level of control / influence that employers have over the behaviour of staff; and
- A car journey being generally preferred by customers undertaking bulk shopping trips, the predominant trip type at discount stores.

2.5 The primary objective of the Travel Plan is to encourage the utilisation of sustainable modes of travel when accessing the site and in turn reducing unnecessary vehicular trips, mainly single occupancy private car travel, where suitable alternative modes of travel are available.

2.6 It is envisaged that this objective will be achieved through:

i) Raising awareness of the potential benefits / advantages of travel by sustainable modes; and

ii) Introducing a package of physical and managerial measures to encourage / facilitate travel by sustainable modes of travel to the site.

Motivations

2.7 The proposed development of a new foodstore provides an opportune time in which to develop a Travel Plan, in particular due to new staff accessing the site with no existing favoured travel choice. Measures / initiatives implemented as part of the Plan not only benefit store customers and staff directly, but also the local community and employers.

2.8 Promotion of sustainable modes of travel provides benefits for staff, including possible health, fitness and monetary benefits, in addition to improved accessibility assisting staff recruitment, flexibility and retention.

2.9 In addition, utilisation of sustainable modes also benefits the customers, employers and the local community through freeing up spare capacity within the car park, improving environmental credentials for the store resulting in a healthier / more productive workforce, and reducing traffic levels and the associated impact this may have both within the site and upon the local highway network.

Statement of Intent

2.10 This Travel Plan signifies Lidl's continued efforts to ensure that their stores operate in a sustainable manner, including a commitment to promote sustainable development.

2.11 General Lidl policies which specifically aim to promote and support sustainable travel modes include, but are not limited to, the following:

- Support for initiatives such as company promoted sports clubs and sporting events, promoting the health and wellbeing of staff and in turn promoting the benefits of active lifestyles, including utilisation of active travel modes (walking and cycling); and
- Staff recruitment generally targeted at the local area, increasing potential for sustainable travel modes to be a viable alternative for staff accessing the store.

3 Site Description

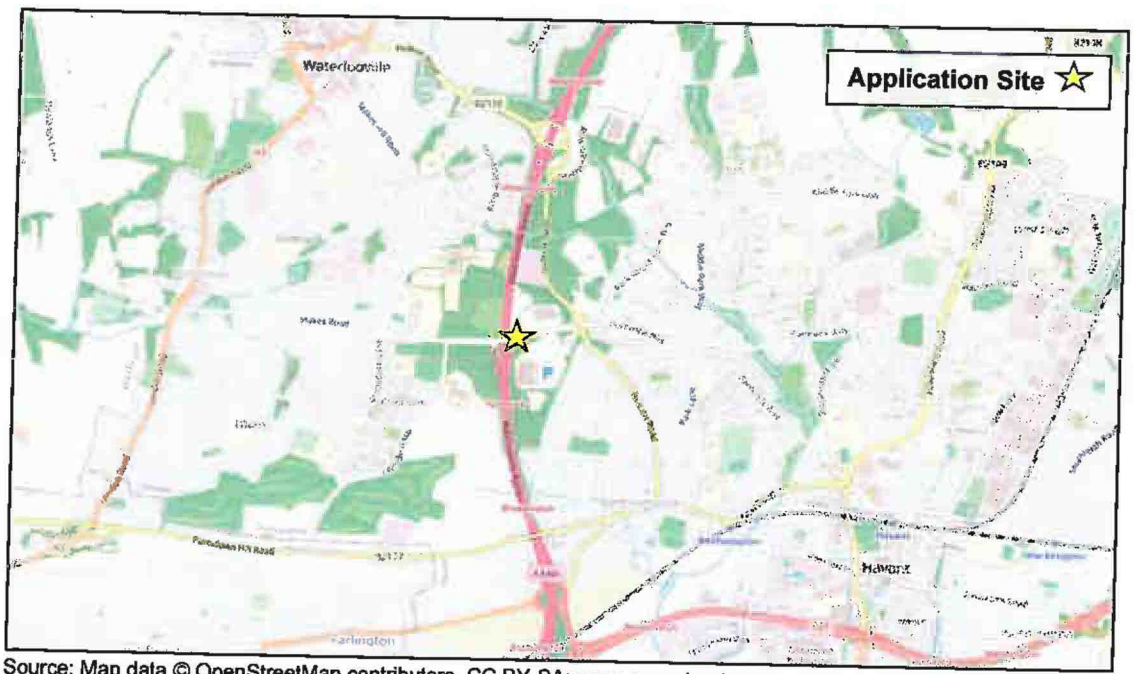
3.1 The proposed foodstore site is located on the western edge of Havant in Bedhampton, within Havant Borough Council's area of control and with Hampshire County Council acting as the local highway authority.

3.2 The site is bounded by Purbrook Way to the south, whilst the access road and car park for the adjacent B&Q Havant store bound the site to the northwest and east respectively. The private access road joins Purbrook Way at a roundabout junction, with a fourth exit-only arm providing access to the A3(M) Junction 4 southbound carriageway.

3.3 Purbrook Way provides a local vehicular link between Purbrook to the west and Havant to the east. To the east of the site (towards Havant), Purbrook Way forms a large partially signal-controlled roundabout junction with Hulbert Road and to the private access road for the Asda Havant superstore.

3.4 To the west (towards Purbrook), Purbrook Way forms a three-arm roundabout with the northbound off-slip from the A3(M). The A3(M) is a trunk road controlled by Highways England that starts at the M27 to the south, and then continues north as the A3 towards Petersfield, Guildford and London.

3.5 The site location is shown in relation to the local highway network in **Figure 3.1**.



Source: Map data © OpenStreetMap contributors, CC BY-SA; www.openstreetmap.org; www.creativecommons.org

Figure 3.1: Site Location Plan

Development Plans

3.6 Development proposals seek to provide a 2,185sqm GIA Lidl foodstore with access for vehicles provided via a priority junction via the unclassified access road to the west of the site.

3.7 A total of 110 car parking spaces will be provided onsite, including 6 blue badge, 10 parent & child and 2 'Active' Electric Vehicle (EV) charging spaces. Additionally, dedicated parking provision will be provided onsite for 5 motorcycles.

3.8 As part of the development proposals, 12 cycle spaces would be provided along the southern glazed store frontage in a well monitored / sheltered position, in addition to an appropriate non-motorised vehicular access being provided between Purbrook Way and the proposed Lidl foodstore frontage. Appropriate cycle stands / storage space will also be provided within the store warehouse area for staff.

3.9 The proposed site layout is provided in **Appendix A**.

Store Operation

3.10 The store opening hours are envisaged to be as per standard Lidl operational hours, 07:00 – 22:00 Monday to Saturday including bank holidays, and 10:00 – 16:00 on Sundays. Staff are onsite outside of these hours, typically between 05:00 – 23:00 Monday to Saturday and 07:00 – 17:00 Sundays.

3.11 The proposed foodstore will employ around 30 staff members in a combination of both part and full-time positions, with the number of store staff onsite ranging from 3 to 10 at any one-time depending on the day / time of the week.

Deliveries & Servicing

3.12 Lidl stores typically have only 2 – 3 HGV deliveries per day. The HGV delivers frozen, chilled and ambient goods, and transports waste and recycling on the return trip in order to reduce servicing / delivery trip numbers. It is considered that the delivery vehicles will not materially affect sustainable transportation modes within the site due to:

- Vehicle manoeuvres being undertaken at the end of the store furthest from the store entrance, cycle parking and dedicated pedestrian access;
- Very low frequency of delivery vehicles and associated low vehicle speeds, with a speed limit of 10mph for delivery and servicing vehicles within the car park; and
- Suitable lighting provided within the car park to ensure good visibility.

4 Site Accessibility

4.1 Whilst it is recognised that a car will often be necessary for bulk food shopping trips, it is important that the store is accessible by non-car modes of transport for those without the use of a car, for customers undertaking smaller shopping trips and for staff regularly travelling to and from work.

4.2 Therefore, an assessment of how the site can be accessed via non-car modes of travel has been undertaken.

Walking

4.3 Walking is the most important mode of travel at a local level as it offers the greatest potential to replace short car trips for journeys.

4.4 The Chartered Institute of Highways and Transportation document 'Planning for Walking', published in March 2015, indicates that people will typically only walk if their destination is less than a mile away, with a typical catchment of around 800m or a 10-minute walk time based on a comfortable walking pace of 80m per minute. In relation to commuting trips, it is considered that staff may be willing to walk further than this (800m) but typically not more than 2km.

4.5 An 800m walk from the site includes some residential areas in Bedhampton accessed from Purbrook Way and Hulbert Road. Extending walking distances to 2km indicates that a majority of northwest Havant is within an appropriate walking distance of the site.

4.6 Shared footway / cycleways along with regularly spaced street lighting are provided along the northern side of Purbrook Way, with a Toucan crossing providing access to a footway / cycleway along part of the southern side.

4.7 Uncontrolled pedestrian crossing points consisting of dropped kerbs and central refuges are provided on the northern arm of the B&Q roundabout with Purbrook Way, providing pedestrian access from Purbrook.

Cycling

4.8 Cycling is seen as a viable alternative for journeys of up to 5km, equivalent to a 20-minute cycle time based on a speed of 10mph (16kph). A 5km cycle distance suggests that the majority of Havant is likely to be accessible via cycle, as well as Purbrook and southern parts of Waterlooville.

4.9 The site is well provided for with off-road shared footway / cycleways. There is a cycle path along the northern side of Purbrook Way, adjacent to the site, which continues across the Purbrook Way / Hulbert Road gyratory via Toucan crossings. This provides access to the residential single-carriageway sections of Purbrook Way and Hulbert Road where cyclists re-join the carriageway.

4.10 It also continues to the west along the northern side of Purbrook Way, over the A3(M) bridge to College Road. These paths give cyclists the choice of cycling along the dual carriageway section of Purbrook Way or using a quieter off-road path.

4.11 Beyond the cycle paths, there is a network of quieter residential streets that allow cyclists to travel around the local area whilst avoiding the busiest vehicular routes.

Public Transport

4.12 There are bus stops provided approximately 100m walk from the pedestrian entrance to the site. The footway / cycleway along Purbrook Way provides convenient access between the site and the eastbound bus stop, and the Toucan crossing over Purbrook Way provides a link to the westbound stop. Both stops have shelters with seating and timetable information.

4.13 A summary of non-school services operating to / from stops in the vicinity of the site are outlined in **Table 4.1**, updated February 2024. This indicates that the site benefits from a good level of daytime bus services to / from surrounding areas.

Service Number	Description / Route	Frequency		
		Mon – Fri	Sat	Sun & Bank Holidays
20	Havant – Q A Hospital – Portsmouth	Every 30 minutes	Every 30 minutes	No service
37	Havant – Waterlooville – Clanfield - Petersfield	Hourly	Every 90 minutes	No service
39	Havant – Leigh Park – Waterlooville – Wecock Farm	Every 15 minutes	Every 15 minutes	Every 30 minutes

Table 4.1: Bus services stopping in the vicinity of the site

4.14 The nearest railway station to the site is Bedhampton, located just over 2km from the site, so a journey from here could be combined with onward travel by bicycle. Havant station in the centre of town is around 3km from the site and all three local bus services stop at this station, with route 37 having a journey time of less than 10 minutes.

4.15 Bedhampton station typically receives two trains per hour to Portsmouth & Southsea, one per hour to London Waterloo and one per hour to Littlehampton. Havant receives a higher level of service, with three trains per hour to London stations, one to Brighton, one to Littlehampton, four to Portsmouth stations and one to Southampton Central.

Public Transport Accessibility Index

4.16 In line with BREEAM guidance, the existing public transport Accessibility Index (AI) for the site has been calculated based upon public transport nodes located within 650m of the site and the average number of services stopping per hour at each node during the proposed Lidl store operating hours (07:00 – 22:00).

4.17 The BREEAM assessor has advised that based upon the information provided that the site has a calculated AI of 3.35.

Local Amenities

4.18 Existing local amenities accessible within c. 500m walk of the store entrance, include:

- Food outlets – food van (B&Q car park), McDonalds and KFC; and
- Access to an outdoor open space – Johnstons Coppice.

4.19 These local amenities increase potential for customer linked trips and allow staff to access these amenities via non-car travel modes when making trips out of the workplace during their working day e.g. to get lunch.

Accessibility Summary

4.20 In summary, it is considered that the site benefits from good links to surrounding residentials areas via active travel modes with footway / cycleways, Toucan crossing facilities and regularly spaced street lighting provided on the local highway. The site also provides convenient access to frequent public transport services serving residential areas in the vicinity of the site and further afield, in addition to connecting bus and rail services in central Havant.

5 Travel Plan Management

5.1 A Travel Plan Co-ordinator (TPC) will be appointed by Lidl to oversee the development, implementation and management of the Lidl Travel Plan and will be funded accordingly throughout the 5-year duration of the Travel Plan.

5.2 The TPC will be appointed prior to occupation of the new foodstore to ensure that any actions / measures required prior to trading have been completed. Interim TPC contact details are detailed below.

Contact Name:	Richard Broad
Contact Address:	Mayer Brown Limited Lion House, Oriental Road, Woking, Surrey GU22 8AR
Contact Telephone:	[redacted]
Contact E-mail:	

5.3 Any change in the appointed TPC during the 5-year lifetime of the Travel Plan will be notified to the local authority.

5.4 The role of the Lidl TPC will include:

- Taking a lead role in the development; implementation and review of the Travel Plan with assistance / support from Lidl management as required;
- Promotion and marketing of the Travel Plan and its associated measures;
- Acting as a point of contact for the Lidl Travel Plan and addressing staff and customer questions / queries regarding travel to and from the store and within the site; and
- Liaising with the Lead TPC and the local authority as appropriate.

5.5 The TPC role will be part-time equating to around 0.5 days per month, with a concentration of tasks during certain key periods such as prior to / around store opening, monitoring surveys / reports and local / national travel awareness events.

Marketing and Promotion

5.6 All staff will be made aware of the existence of the Travel Plan upon commencing employment, and the role of individuals in achieving its aims / objectives will be explained.

5.7 The Travel Plan and its associated measures will be promoted to staff on an ongoing basis through promotional material such as posters and leaflets.

5.8 Employee feedback on existing or potential future travel initiatives will be included as a discussion point on the agenda at team meetings.

5.9 As appropriate, the TPC or a nominated representative will attend staff team meetings or provide appropriate materials for distribution to promote the Travel Plan and its associated measures. Staff will be requested to highlight any current issues or suggestions in relation to the Travel Plan or travel to / from the site in general.

5.10 Travel will be raised as an agenda item at staff team meetings. Given the nature of the business, this is considered to be most appropriate for the site rather than a separate Steering Group. The group will discuss how best to improve and implement the Travel Plan, as well as other issues relating to travel to and from the store that may occur.

Resources and Funding

5.11 Suitable resources will be provided by Lidl for the implementation of the Travel Plan and its associated measures and initiatives.

5.12 Certain measures / initiatives, including provision of EV charging, cycle parking and staff welfare facilities will form part of the development construction / fitting out stages and as such, the associated costs are included within these stages.

5.13 Based upon experience of implementing similar Travel Plans at other Lidl stores it is envisaged that the overall cost of the TPC role, covering pre-opening and a 5-year Travel Plan duration, would be between £12,500 – £15,000 with specific time spent weekly / monthly largely dependent on the tasks in hand and the time of year e.g. public transport timetable changes, staff travel surveys, promotional events etc.

5.14 With regards to promotional leaflets / posters and updated timetables / mapping information, costs associated with printing etc are envisaged to be funded through general store / regional administration costs or similar.

6 Travel Plan Measures

6.1 A range of physical, managerial and awareness measures have been outlined that will be implemented to promote and facilitate use of sustainable modes of travel when accessing the store. This list is non-exhaustive, with the Lidl TPC free to investigate other potential measures / initiatives.

Staff Recruitment

6.2 Staff recruitment will be targeted within the local area, where sustainable modes of travel are a more viable alternative for travel to work, providing benefits for both staff and the store. Staff located nearby provide a more flexible workforce to meet operational demands, for example covering sickness, short notice shift changes, overtime etc.

6.3 As part of the staff recruitment process the aims and objectives of the Travel Plan and sustainable travel options available will be highlighted and promoted.

Travel Information / Promotional Material

6.4 Travel information and promotional materials will be made available in the staff welfare area (or similar appropriate / prominent location) within the building and will be regularly updated with information about travel options and events, including:

- A summary of the Travel Plan objectives and targets;
- Health, financial and environmental benefits of the utilisation of sustainable travel;
- National and regional sustainable travel campaigns / events such as Walk to Work week, National Bike Week, and National Car Free Day;
- Local walking / cycling route maps and public transport timetable information;
- Details of the benefits of car sharing and appropriate websites;
- Promotion of free health / healthy living apps such as, Couch to 5K, Strava etc;
- Useful travel / journey planning websites such as My Journey Hampshire; and
- A list of local taxi companies' contact details, which provides an alternative means of transport for trips when other modes of transport may not be available / preferable.

6.5 Contact details for the TPC will be provided so that they can contact them with any issues / concerns or suggestions on additional content regarding travel to / from the store.

Staff Travel Pack

6.6 All employees will be provided with a Travel Pack, either on implementation of the Travel Plan or on starting employment at the store, highlighting the existence of the Travel Plan in addition to providing all the information an individual will need to make an informed choice on the mode of travel to be used for any local journeys.

6.7 The Travel Pack will include:

- A summary of the Travel Plan objectives and targets;
- Details of walking and cycling facilities and routes in the local area;
- Local public transport information, including route maps and timetable information;
- Details of the benefits of car sharing and appropriate websites;
- Useful travel / journey planning websites; and
- Details for the nominated store TPC.

6.8 Travel Pack information will be periodically checked and updated by the TPC. Spare copies of the Travel Pack will be made available and provided to staff if necessary.

Working Practices

6.9 Varying shift patterns are necessary for operational flexibility, but store management will endeavour to accommodate colleague requests for minor amendments to their shifts to facilitate use of sustainable modes of transport wherever possible.

Walking & Wheeling

6.10 In addition to providing local walking and cycling route information as part of travel information / promotional material, the following measures will be implemented to encourage travel to and from the store by foot / cycle.

Staff Welfare Facilities

6.11 Staff welfare facilities include facilities to allow staff to change out of and store wet weather gear and cycling clothing / equipment.

Cycle Parking

6.12 A total of 12 cycle parking spaces, in the form of 6 'Sheffield' style stands, will be provided at the front of the store for use primarily by customers and benefiting from good natural surveillance, shelter from the elements and providing a safe location for cyclists to mount / dismount.

6.13 3 formal staff cycle spaces are available within the store warehouse area in addition to further informal space for further cycles if required, enabling staff to store cycles in a covered, secure and safe location.

Bicycle Maintenance

6.14 A basic cycle maintenance repair kit and pump will be provided for communal staff use. This will be conveniently located to enable staff access but avoid misuse or loss, with staff made aware of its provision / location.

6.15 Based upon all staff having ready access to this facility, assistance could be provided if customers have a cycle maintenance issue and alert a member of staff accordingly.

Cycle Training

6.16 Details of local cycle training courses aimed at adults who have either never cycled before or who would prefer a bit more confidence before cycling to work, will be made available in the staff welfare area and where additional details can be obtained.

6.17 Hampshire County Council do not currently advertise any adult cycle training offers; however, adults wishing to receive training can get in touch with a local Bikeability instructor to discuss their requirements, with instructor details provided on the Bikeability website (www.bikeability.org.uk) and the Cyclist Touring Club website (www.ctc-maps.org.uk).

6.18 Courses are tailored to individual needs and are suitable for everyone, being delivered either as one-to-one or in small groups, depending upon the course required.

Cycle to Work Scheme

6.19 Eligible staff will be able to sign up to the Lidl Cycle to Work Scheme which allows employers to loan cycles and cyclists' safety equipment to employees as a tax-free benefit. Availability and details of this scheme will be highlighted to staff by the TPC.

Bicycle Users Group

6.20 Bicycle Users Groups support staff who cycle to and from work. The TPC will investigate support for such a group through staff meetings, as these groups are most successful when championed by keen cyclists and set up a group if there is sufficient support. This may be in conjunction with other local businesses, to ensure a critical mass of cyclists to make the group effective.

Discounted Cycle Equipment

6.21 Initial contact has been made with local bicycle shops, indicating that the shops would consider a small discount to employees sent via the Travel Plan. It is worth noting that bicycle shops approached offer the Cycle to Work scheme, so further discussions with these stores and other shops within the local area would be beneficial.

Bike Register

6.22 Staff will be encouraged to register their cycles with Bike Register (www.BikeRegister.com), the UK's leading online bicycle identification and registration initiative, aiming to reduce cycle theft, identify stolen bikes and assist in owner recovery. There is no charge to register a bike unless purchasing additional security features.

Local Authority Liaisons

6.23 The TPC will liaise with the local authority as appropriate to pass on comments / concerns received from staff and customers in relation to local walking / cycling routes.

Public Transport

6.24 In addition to providing local public transport route / timetable information as part of travel information / promotional material, the following measures will be implemented to encourage travel to / from the store by public transport.

Journey Planning

6.25 Details of useful public transport journey planning websites and mobile applications will be provided to allow staff to easily plan their journeys to and from the site. Websites and mobile applications to be promoted include:

- myjourneyhampshire.com – advertised as a *'one stop destination for travel information and advice in and around the Hampshire area'* providing information on walking, cycling, public transport, car sharing and additional journey planning resources.
- UK Bus Checker App (www.buschecker.com) – Free app providing live bus times, smart journey planning journeys and detailed route maps.
- Traveline GB – Free app providing live bus times, smart journey planning journeys and detailed route maps.
- Nextbuses – providing live bus information, where available, and scheduled times on mobile phones.

Discounted Ticketing

6.26 Information and details of local ticketing offers, such as weekly, monthly and annual ticket options which offer cheaper travel for longer term tickets will be put on display.

Public Transport Operator Liaisons

6.27 The TPC will liaise with local public transport providers as appropriate to pass on comments / observations / concerns received from staff and customers in relation to local public transport routes.

Sustainable Car Travel

6.28 Whilst it is recognised that it may not always be possible / feasible to adopt alternative travel modes to the car, and that some people are reluctant to change due to a range of differing reasons, there is still the potential to raise awareness of the benefits of using the car in a more sustainable manner in these circumstances.

Taxis

6.29 Taxis provide an alternative means of transport for trips when other modes of transport may not be available / preferable e.g. early morning or late at night.

6.30 Staff will be provided with details of the key differences between taxi types (Hackney Carriage vs Private Hire), contact details for local operators and safety tips when booking / using a taxi.

Car Sharing

6.31 Car sharing represents a good option for staff living in areas with limited access to public transport, or essential car users who want to save money.

6.32 The TPC will provide promotional material to employees to raise awareness of the cost benefits of car sharing in addition to where to find further information and frequently asked questions.

6.33 Staff will be encouraged to sign up to a local car share scheme allowing them to simply and securely find car share partners for regular trips to / from the site, in addition to occasional leisure journeys outside work.

6.34 Staff will be provided with details for an appropriate lift share scheme, such as www.liftshare.com which provides information in relation to car sharing, a savings calculator and help with finding a car share partner.

Electric Vehicles

6.35 As part of the proposals, an 'Active' 60kW rapid EV charging point is being installed onsite providing capacity to charge 2 vehicles at the same time. Additionally, appropriate ducting / cabling will be provided at the initial construction stage to serve a further 21 'Passive' EV spaces.

6.36 Lidl in conjunction with their EV partner POD Point monitor utilisation of 'Active' EV charge points, with 'Passive' EV provision made 'Active' if demand dictates, through the installation of 7kW twin fast rate charge points to provide additional EV charging provision without adversely impacting parking capacity.

6.37 Staff will be provided with details of different Electric Vehicle types, the benefits / incentives for going Electric, details of local charge point locations and grants available for the purchase of new plug-in vehicles.

Customers

6.38 Various 'soft' measures will be implemented to improve customer awareness of available travel options. Through increased awareness and knowledge, it is hoped that customers will seek to improve their sustainable transport usage and better understand the environmental benefits.

6.39 Sustainable travel modes will be promoted to customers through promotional material within the store and include:

- Health, financial and environmental benefits of the utilisation of sustainable travel;
- Appropriate information / leaflets showing local walking/cycling routes and public transport timetable information;
- Useful travel / journey planning websites; and
- Cycle parking facilities available at the store.

6.40 Relevant promotional material provided to staff, such as car share schemes and local / national awareness events will also be made available to customers as appropriate.

Fleet Management

6.41 Lidl will keep under review their company fleet management policies and procedures to ensure that, consistent with operational requirements, they target low CO_2 emissions e.g. through avoiding unnecessary delivery movements and ensuring route optimisation.

7 Travel Plan Targets

7.1 The primary objective of the Travel Plan is to encourage the utilisation of sustainable travel modes when accessing the site and in turn to reduce unnecessary vehicular trips (primarily single occupancy car journeys) where suitable alternatives are available.

7.2 In order to assess success in achieving this objective, Travel Plan targets have been set.

Aim Targets

7.3 Staff behaviour is, to a certain extent, within the control of Lidl but it is more difficult to manage customer travel, particularly if customers have a large amount of shopping to carry. However, Lidl aims to provide sufficient information to enable customers to make an informed choice about their travel to / from the store.

7.4 As a result, Aim targets primarily focus on staff travel as this provides the greatest scope for a reduction in single occupancy private car travel, whilst Action targets include items to promote sustainable travel to both customers and staff.

7.5 The Travel Plan aims to reduce the dependence upon single occupancy private car travel when accessing the site and hence the Travel Plan targets aspire to:

- Decrease percentage of staff accessing store via single occupancy private car; and
- Increase percentage of staff utilising active modes (walking / cycling), public transport and car sharing to access the store.

7.6 To identify a modal split for staff travel, an initial (Baseline) travel survey will be undertaken within 6 months of the occupation of the store, with a sample survey included in **Appendix B** of this report.

7.7 **Table 7.1** outlines interim short, medium and long-term staff modal shift targets, utilising 2021 Census Travel to Work data for the Havant 018 middle layer super output area population, to take into account local site-specific characteristics with regard to travel mode choice.

Travel Mode	Baseline	Short Term (Year 1)	Medium Term (Year 3)	Long Term (Year 5)
Car Driver (single occupant)	68%	66% (-2%)	63% (-5%)	58% (-10%)
Car Share (driver or passenger)	13%	14% (+1%)	15% (+2%)	16% (+3%)
Walking	8%	17% (+1%)	19% (+3%)	23% (+7%)
Cycling	3%			
Public Transport	5%			
Other, including Motorcycle and Taxi	3%	3%	3%	3%

Table 7.1: Travel Plan 'Aim' Targets

7.8 Targets set out within **Table 7.1** are considered 'SMART' (Specific, Measurable, Achievable, Realistic, Time-bound) and are in line with the objectives of this Travel Plan: to achieve a reduction in single occupancy car travel over the period covered by the Travel Plan through an increase in car sharing, active modes (walking and cycling) and public transport usage.

7.9 Targets detailed in **Table 7.1** will be reviewed and updated accordingly following the undertaking of the initial (Baseline) staff travel survey.

Action Plan

7.10 An Action Plan is provided in **Appendix C** of this Travel Plan which sets out the various measures and actions discussed within this Travel Plan alongside target dates for implementation, responsibility for implementation and funding.

7.11 The Action Plan will be periodically updated to reflect changes in target dates in addition to adding or removing associated measures to be implemented as appropriate.

Corrective / Remedial Measures

7.12 If the Travel Plan is not on track to meet its targets, future year reviews will outline any planned additional / corrective measures to guide the Travel Plan back on track, This will include but not be limited to offering personalised travel planning advice to staff, undertaking additional sustainable travel promotional events and potentially limiting staff parking onsite to those who cannot realistically access the store via sustainable modes of travel due to individual circumstances e.g. childcare / dependants' responsibilities, disabilities / medical conditions etc.

8 Monitoring & Review

8.1 Monitoring and review of the Lidl Travel Plan will be undertaken by the Lidl TPC.

Monitoring

8.2 Monitoring of the Travel Plan includes the collection of 'hard' analytical data and 'soft' data in the form of general feedback and correspondence.

Staff Travel Survey

8.3 Updated staff travel surveys will be undertaken annually, on or around the anniversary of the initial (baseline) staff travel survey for a period of at least 5 years following occupation of the unit to provide updated travel data, free of seasonal bias.

8.4 The TPC will aim to maximise the staff travel survey response rates but a minimum response rate of 35% will be set / attained in order that the travel questionnaire surveys are considered statistically significant.

8.5 If required, consideration will be given to providing an incentive for respondents which is enticing to all staff regardless of chosen mode of travel, for example respondents being entered into a prize draw to win an online shopping gift card / voucher.

Monitoring Report

8.6 Following the undertaking of the updated staff travel surveys, the TPC will compile a monitoring report for issue to the local authority outlining:

- Updated travel survey results / analysis;
- Measures and their impact over the previous period;
- Achieved targets against previously set targets; and
- Objectives and targets for the forthcoming period.

8.7 The monitoring report will be issued to Hampshire County Council within their role as Local Highway Authority and Havant Borough Council in their role as Local Planning Authority. This will be done within 1 month of completion of the updated travel surveys to refine and agree the Travel Plan actions moving forward and ensure that associated targets remain SMART (Specific, Measurable, Achievable, Realistic and Time-bound).

8.8 Travel survey results and a summary of the monitoring report detailing key details, e.g. achieved modal split against set target, will be made available in store.

Ongoing Monitoring

8.9 The TPC will undertake ongoing monitoring, recording / addressing any pertinent information to be considered as part of the development of the Travel Plan.

8.10 Ongoing monitoring would include:

- Customer and staff feedback relating to any concerns or comments regarding travel to / from the store and within the site;
- Ensuring internal pathways are kept clean and clear for pedestrian use;
- Condition and use of staff storage facilities;
- Ensuring the cycle maintenance repair kit is suitably stocked / fit for use;
- Counts of cycles parking onsite, including formal and informal locations;
- Electric Vehicle charging facilities utilisation; and
- The take-up of staff on any discounts / schemes promoted by the TPC, e.g. awareness events, cycle training, car share schemes and ticketing discounts

8.11 Associated monitoring tasks are outlined within the Action Plan provided in **Appendix C**.

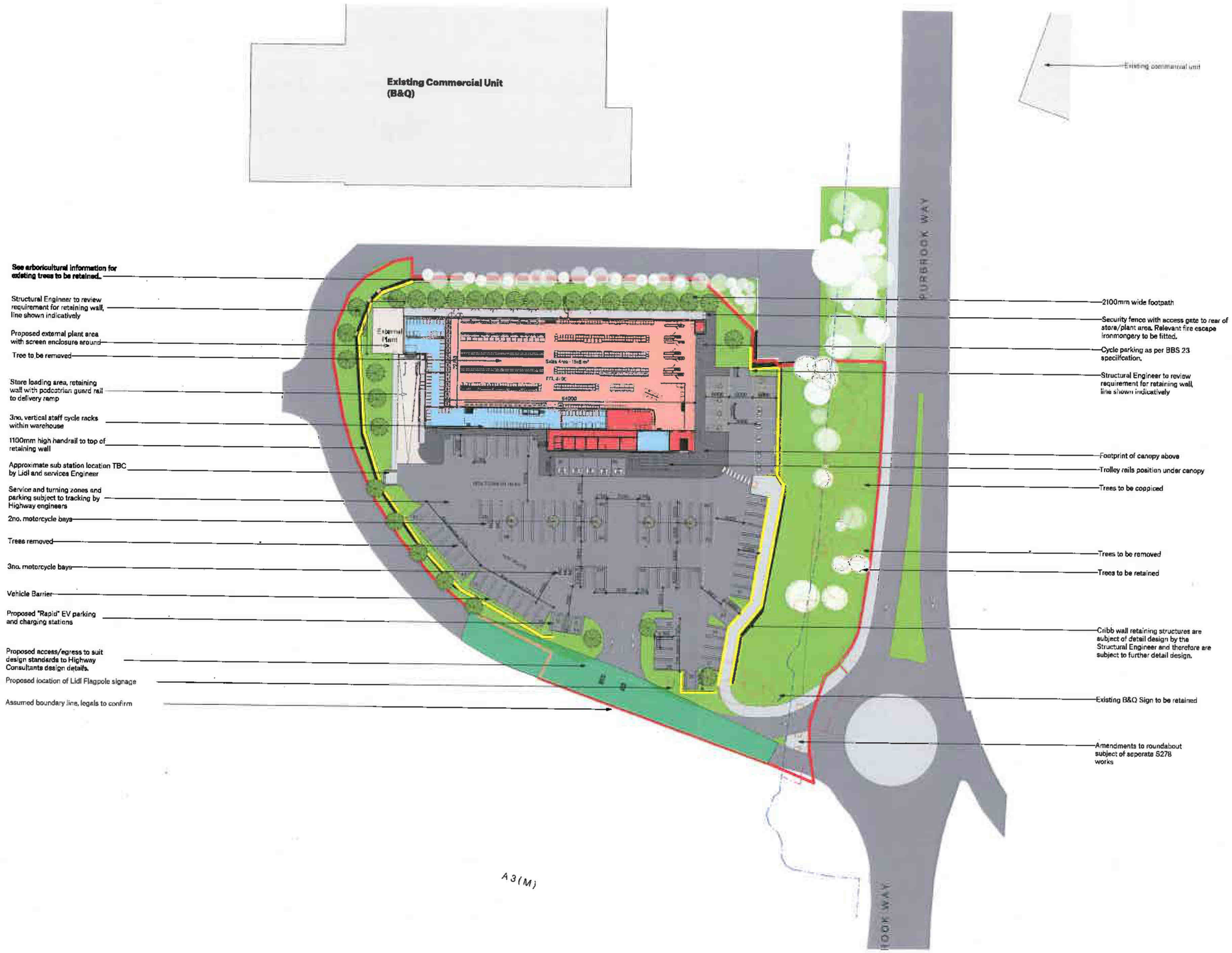
Review

8.12 The Travel Plan is not a fixed document, and the strategy and measures herein are expected to require reviewing over the period of the Plan to accommodate changes in circumstances which are beyond the occupants' control, although the objectives of the Plan will not change.

8.13 If the TPC believes that there is a justifiable reason to undertake a review of the Travel Plan and its associated objectives, targets or measures the TPC will liaise with the Lead TPC and local authority accordingly.

APPENDIX A: Site Layout

Rev.	Initial	Chk'd	Date
P12	D	JS	06.09.24



OVERALL

SITE AREA (Approx.):	12797 m²
PARKING - LIDL	
Disabled	6
Electric Vehicle Charging	2
Parent & Child	10
Standard	92
TOTAL	110
Motorcycle Bays	5

Indicative Retaining Walls
S278 Works boundary
Highways Authority site boundary
Tarmac (Vehicles)
Tarmac (Pedestrians)
Soft landscaping
Concrete cast in-situ
Tactile paving

Proposed Trees -
Trees shown indicatively only at this stage, refer to Landscape Architects planting design for full details.

BUILDING AREAS - BBS 23 TYPE 1500 STORE

Sales Area (1516m²)	
Warehouse Area (452m²)	
Ancillary Area (217m²)	
TOTAL GIA:	2185m²
TOTAL GEA:	2275m²

N

Store Specification	BBS 23
Drawing Purpose	PLANNING
	This drawing has been prepared for the sole purpose of forming part of a planning application, and should not be used for any other purpose.

SPACE

Space Arch Design Studio Ltd, 3 New Little Queen Street, Portsmouth, PO1 1PA
T: +44 (0)2392 826 [illegible]
email@spacearchitecture.co.uk

Project	Lidl Purbrook Way Havant
Drawing Title	Site Layout Plan - Proposed
Project No.	08636
Drawing No.	XX-XX-DR-A-91001
Status	S3
Rev.	P12
Scale at A1	As Indicated
File Reference:	08636-SPACE-XX-XX-DR-A-91001-S3-P12

10m 50cm

Site Layout Plan - Proposed
1:500

APPENDIX B: Example Staff Travel Survey

Lidl Purbrook Way, Havant - Staff Travel Survey

A travel survey is being undertaken to understand current store staff travel patterns.

Therefore we would appreciate you taking a few minutes to answer some questions.

There are no correct or incorrect responses – we are interested in your personal view.

About You

Home Post Code _____ *to understand journey distances / times / routes*

Age Group ☐ 15-18 ☐ 19-24 ☐ 25-44 ☐ 45-64 ☐ 65-74 ☐ 75+

Do you have a health problem / disability that affects your choice of travel? ☐ Yes ☐ No

About Work

On Average, how many days do you work at the store per week?

☐ 1 day ☐ 2 days ☐ 3 days ☐ 4 days ☐ 5 days ☐ 6 days ☐ 7 days

Your Travel Habits

Please indicate how frequently you utilise each of the following travel modes for your journey to / from work?

In the case of multi-modal journeys, the main mode should be that utilised for the furthest distance

	Usual (1 choice)	Occasionally	Never
Drive (no passengers)			
Drive (with passengers)			
Car passenger			
Walk			
Cycle			
Bus			
Train			
Motorcycle			
Taxi			
Other			

If you drive, what is your main motivations for this?

☐ Comfort ☐ Reliability
☐ Cheaper ☐ Safety
☐ Quicker ☐ No Alternative
☐ Other commitments (e.g. School run)
☐ Other (please specify below)

_____

If you currently car share, as a driver or passenger, what statement below best describes you?

☐ Drive with colleague passenger
☐ Drive with non-colleague passenger
☐ Passenger with colleague driver
☐ Passenger with non-colleague driver

Alternative Travel Modes

If you always / mostly drive, please indicate if you would consider using the following alternative travel modes?

☐ Walk ☐ Bus ☐ Car Share (with colleague)
☐ Cycle ☐ Train ☐ Car Share (with non-colleague)
☐ Other *Please specify:* _____

Would any of the below encourage you to regularly use an alternative travel mode when accessing the store?

☐ Subsidised cycle training
☐ Help finding walking / cycle buddy
☐ Discounts on walking / cycle equipment
☐ Store car share group set up

Additional Information

Please provide any additional comments or ideas on how we can assist or encourage you to walk, cycle, car share or use public transport more frequently for your journey to/from work.

_____

_____

Please hand completed surveys back to the duty manager

Thank You

Produced by Mayer Brown Ltd

APPENDIX C: Action Plan

LIDL Purbrook Way, Havant

Purbrook Way, Havant PO9 3QJ

Travel Plan Action Plan

Updated 04 September 2024

Travel Plan Objective

The primary objective of the Travel Plan is to encourage the utilisation of sustainable modes of travel when accessing the site and in turn reducing unnecessary vehicular trips, primarily single occupancy private car travel, where suitable alternative modes of travel are available.

It is envisaged that this objective will be achieved through:
i) Raising awareness of the potential benefits / advantages of travel by sustainable modes of travel, and
ii) Introducing a package of physical and managerial measures to encourage / facilitate travel by sustainable modes of travel to the site.

Travel Plan Actions / Measures

Action Measure	Target Date	Responsibility	Funding
GENERAL			
Appointment of Lidl Travel Plan Coordinator	Prior to Trading	Lidl	Lidl
Staff recruitment focused within local area	Prior to Trading & Ongoing	Lidl	Lidl
Produce & provide travel information / promotional material, including walking / cycling / public transport route information. Updates as appropriate	Prior to Trading & Ongoing	TPC	Lidl
Produce & provide Staff Travel Pack. Updates as appropriate	Prior to Trading & Ongoing	TPC	Lidl
Working Practices – shift pattern flexibility	Ongoing	Store Manager	-
Promote Local / National Awareness Events	Ongoing	TPC	Lidl
Liaison with local authority as appropriate	Ongoing	TPC	Lidl
WALKING & CYCLING			
Offsite Infrastructure Improvements	Prior to Trading	Contractor	Lidl
Provide changing / storage facilities for staff	Prior to Trading	Contractor	Lidl
Provide cycle parking facilities	Prior to Trading	Contractor	Lidl
Provide cycle maintenance kit	Prior to Trading & Ongoing	TPC	Lidl
Promote cycle training courses	Ongoing	TPC	Lidl
Promote Cycle to Work (Bicycle purchase) scheme	Ongoing	TPC	Lidl
Investigate support for Bicycle Users Group (BUG)	Ongoing	TPC	Lidl
Investigate / Promote staff discounts at local cycle shops	Prior to Trading & Ongoing	TPC	Lidl
Promote registration with Bike Register (Bicycle identification) scheme	Ongoing	TPC	Lidl
PUBLIC TRANSPORT			
Prepare up-to date public transport info - routes / timetables	Ongoing (Every 6 months)	TPC	Lidl
Provide details of Journey Planning Websites and Mobile applications	Prior to Trading & Ongoing	TPC	Lidl
Provide details of local ticketing offers / discounts	Prior to Trading & Ongoing	TPC	Lidl
Liaison with public transport operators as appropriate	Ongoing	TPC	Lidl
DRIVING SUSTAINABLY / CUSTOMERS / FLEET MANAGEMENT			
Provide details of Local Taxi services	Ongoing	TPC	Lidl
Provide details of and promote participation in local lift share scheme	Ongoing	TPC	Lidl
Provision of EV Charging Point(s)	Prior to Trading	Contractor	Lidl
Provide details of EV options & associated benefits / incentives	Ongoing	TPC	Lidl
Provide Customer travel information / promotional material	Prior to Trading & Ongoing	TPC	Lidl
Review Fleet Management Policies and Procedures	Ongoing	Lidl	Lidl

Travel Plan Monitoring & Review

Task / Action	Target Date	Responsibility	Funding
Undertake initial (Baseline) staff travel survey	Within 6 Months of trading	TPC	Lidl
Prepare / issue Baseline survey review	Within 1 month of survey completion	TPC	Lidl
Undertake updated staff travel surveys	Annually, around anniversary of Baseline survey	TPC	Lidl
Prepare / issue monitoring report to local authority, including review of Travel Plan and its associated measures / targets	Annually, within 1 month of survey completion	TPC	Lidl
Respond to customer / staff feedback relating to any concerns or comments regarding travel to / from the store and within the site	Ongoing	TPC	Lidl
Ensuring internal pathways kept clean / clear for pedestrian use	Ongoing	Store Manager / TPC	Lidl
Condition and use of staff storage / changing facilities	Ongoing	Store Manager / TPC	Lidl
Ensuring cycle maintenance kit is suitably stocked / fit for use	Ongoing	Store Manager / TPC	Lidl
Counts of cycle parking demand onsite	Ongoing (Every 6 months)	Store Manager / TPC	Lidl
Review EV charge point utilisation / demand	Ongoing (Annually)	TPC	Lidl
Take-up of any staff discounts / schemes promoted by the TPC	Ongoing	TPC	Lidl



Appendix 4 – Form of Bond

The Guarantee Bond is made as a deed between the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):

(1) The 'Contractor' as principal
(2) The 'Guarantor' as guarantor, and
(3) The 'Employer'

Whereas

(1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works') upon and subject to the terms and conditions therein set out.
(2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 5

Now this deed witnesses as follows:-

1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the works.

2. The maximum aggregate liability of the Guarantor and the Contractor under the Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to clause 4 the liability of the Guarantor to pay the Bond Amount shall be co-extensive with the liability of the Contractor to pay the Damages under the Contract.

3. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowances of time by the Employer under of in respect of the Contract or the Works shall in any way release, reduce or affect the liability of the Guarantor under this Guarantee Bond.

4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expire (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such a breach and stating that the amount being demanded has been established and ascertained pursuant toa and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before Expiry.

5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6. The Guarantor Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.

7. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.

8. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Schedule

The Contractor:	Developer's details
The Guarantor:	Bank's details
The Employer:	**THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX
The Contract:	Section 106 relating to land to the west of B&Q, Purbrook Way, Havant
The Works:	the construction of retail development in accordance with paragraphs .....of Schedule .....to the Contract
The Bond Amount:	the sum of (.....) pounds sterling only
The Expiry Date:	This Bond will expire for receipt of demands upon the issue of a certificate of Practical Completion by the Council upon presentation to the Guarantor, by the Contractor of a certified true and correct copy of the Practical Completion Certificate purporting to have been signed under the Contract which shall be conclusive for the purposes of this Guarantee Bond