**Planning Performance Agreement**

Date TBC

Site at:

Between:

**Surrey Heath Borough Council**,

Development Management, Surrey Heath House, Knoll Rd, Camberley GU15 3HD [“SHBC”]

And

[“The Applicant”]

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# Introduction and Purpose

* 1. “Surrey Heath Borough Council” (“SHBC”) is the Local Planning Authority (“LPA”) for development of site to provide X.
  2. The Applicant is X.
  3. This Planning Performance Agreement (“PPA”) is made between the Applicant and the LPA, who are SHBC, in relation to the submission of a full planning application for the redevelopment of the site.
  4. The PPA will aim to provide a project management framework and timetable for handling this major planning application, and to consider a full planning application for the development proposals following submission by the Applicant.
  5. This Agreement is made pursuant to Section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003, and Section 1 of the Localism Act 2011.
  6. Nothing in this Agreement shall restrict or inhibit the Applicant from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990 (as amended).
  7. Nothing in this Agreement shall restrict or inhibit SHBC from properly exercising its role as the LPA.
  8. The PPA will, on signing, be fixed to an end date on the issue of the decision notice, however it will be subject to periodic review to ensure that it remains up to date and that it is capable of positively responding to any changes in circumstance affecting the application process. Any updates or amendments will be discussed between the parties and the PPA will be revised on agreement between both parties.

# Form and Content of the Application(s)

* 1. This PPA is intended to facilitate the determination of the full planning application for the proposed development within the statutory time period or other period as may be agreed between the LPA and applicant.
  2. The Applicant and the LPA will ensure that best practice is adopted from the submission of the planning application and through to the issuing of the decision notice.
  3. This Agreement will be effective for the period up to issue of planning permission.
  4. The term of this Agreement will be subject to review and may be extended if agreed in writing between the Applicant and the Council.
  5. The Agreement will be terminated if:

1. The Applicant submits an appeal in relation to the planning application under Section 78 of the Town and Country Planning Act 1990 (as amended); or
2. The planning application is called in by the Secretary of State.
3. The applicant fails to agree to an extension of time to the PPA.
   1. This PPA does not constitute a legally binding contract, nor is it intended to prejudge or influence the determination of the current or any subsequent planning applications in any way. It does not commit the Council or the applicant to a particular outcome or resolution.
   2. This Agreement is made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, and Section 93 of the Local Government Act 2003. Section 93 of the Local Government Act 2003 allows local planning authorities to charge for providing discretionary services.
   3. Nothing in the PPA will restrict or inhibit the Council from exercising its statutory functions and nothing in this agreement shall predetermine the outcome of any planning application.

# General Principles

* 1. The Council and the applicant agree that the following principles will form a basis for their collaboration and the way they work:
  2. Principle 1: To work together in good faith, and to respect each other’s interests and confidentiality.
  3. Principle 2: To commit and promptly provide information to support and manage the development management process, in accordance with the Performance Standards contained in this agreement.
  4. Principle 3: To be transparent and consistent at all times so that outcomes are anticipated, defined, and understood.
  5. Principle 4: To help to facilitate (where appropriate) effective involvement and consultation with statutory stakeholders, council members and any other stakeholders.
  6. Principle 5: To agree key milestone dates which will remain fixed unless agreed by all parties otherwise.
  7. Principle 6: To identify and involve specialist consultees and advisors including authority officers / managers where appropriate.
  8. Principle 7: To take reasonable endeavours to ensure statutory consultees issue a response on the application within a timely manner.

# Timescales

# SHBC and the Applicant shall work to ensure that the consideration of the proposal is progressed in accordance with the Application Programme set out below (unless a variation to the Application Programme is agreed in writing in by both the Applicant and SHBC).

# The Parties will address any requests for clarification and / or further information as soon as possible and, unless otherwise agreed between parties, within 5 working days of the request.

# The Applicant will be required to proactively monitor the progression of the planning application, including, where relevant, the submission of consultation responses.

# The Parties undertake to meet in person or virtually and / or discuss matters by telephone or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute. This will include convening meetings with SHBC consultees where appropriate.

# The Applicant and the Council will use their reasonable endeavours to adhere to the milestones / timetable as detailed below for determination of the applications.

# The Timetable will be reviewed monthly between the Parties and amended in writing as necessary to take account of any relevant unforeseen matters that might arise. Any such amendment will be agreed by the Parties.

# Resources and Liaison

The Project Team

* 1. The Project team will comprise of the Applicant’s team and SHBC’s team, as defined below. The Project team will be amended where necessary. The Lead officer will be the prime point of contact at the Council for the applicant.

# The Applicant Team:

|  |  |  |
| --- | --- | --- |
| **Name** | **Position and Role** | **Contact Details** |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. **SHBC Team:**

|  |  |  |
| --- | --- | --- |
| **Name** | **Position and Role** | **Contact Details** |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. The Local Authority and the Applicant endeavour to maintain continuity of key contacts for the duration of the PPA, however retain the right to make changes to the project team if required. In this event, the other party will be informed of the change in advance.
  2. In the event that the Council requires specialist advice from consultants or specialists not covered by this PPA, the Council will agree with the applicant the preferred way forward.
  3. In the event that there are any meetings over and above those set out in PPA Timetable, these will be charged at the Council’s normal charge out rates of X per additional meeting. The amount of charge to be agreed and paid in advance of the meeting taking place.

1. **Application (Project) Programme**
   1. The PPA Programme is devised to provide a realistic timeframe for managing the negotiation and determination of the planning application. The Applicant and SHBC acknowledge that the timetable may be subject to change, which will be kept under review moving forward. The Project Programme is detailed in appendix A of this document.
   2. It has been agreed that a timeframe of X for the Project programme is appropriate for consideration of the planning application from pre-application discussions, the submission, negotiations on the form of the application and to issue of the decision notice including a s106 agreement as required.
   3. The Applicant and the Council will use reasonable endeavours to adhere to the Programme as detailed in appendix A of this document.
   4. The Programme will be reviewed between the Parties and amended in writing as necessary to take account of any unforeseen matters that might arise. Any such amendment will be agreed by the Parties.
   5. Within the agreed timeframe, meetings will be arranged as above and when considered necessary by agreement, with suggestions of appropriate meetings set out within the Application Programme (appendix A of this document). If there is a delay in the Project Programme, the Project team will review whether the Project Programme is still realistic or whether the Project Programme and the PPA determination timeframe need to be revised. Any revisions to the PPA determination timeframe shall be agreed in writing by the Applicant and SHBC.

Variation

* 1. No Variation to this Agreement is valid unless agreed by both Parties in writing.

1. **Performance Standards**

Council’s Obligations

* 1. The Council will advise the Applicant in a timely fashion of any issues that arise as a result of consultation responses received on the application(s) so that any matters arising can be addressed by the Applicant at the earliest opportunity.
  2. Communications, be it via email or hard copy correspondence, shall be acknowledged within 3 working days with a suitable response where possible. Telephone messages shall be returned within 3 working days of receipt. Where circumstances beyond the reasonable control of the Council prevent compliance, the Applicant shall be notified of such circumstances.
  3. Unless otherwise agreed between the parties, actions arising from meetings shall be agreed no later than 3 working days after the meeting.
  4. SHBC to follow up statutory consultees and SHBC departments for comments on the submitted application if no response has been received within 15 working days of the statutory consultation period commencing.
  5. Upon receipt of comments on the application, and no later than 5 working days of the end of the statutory consultation period, SHBC to provide the Applicant / Agent with a list of the responses received and copies of the responses and an indication of the key issues where SHBC require responses (and any amendments to the application if applicable).
  6. The Council will appoint any external consultants necessary to deal with aspects of the development proposal that it is unable to deal with internally as soon as possible. The Applicant will pay the reasonable costs and disbursements of external consultants appointed by the Council. This will be agreed in advance and in accordance with clause 11.2 of this agreement.
  7. In cases where dispute arises, in particular where an applicant feels the Council is not meeting the principles agreed, the matter should be referred to the Development Manager or Head of Planning immediately for review.

Applicant Obligations

* 1. Relevant information will be circulated by the Applicant/Agent no later than 5 working days prior to a meeting. SHBC recognise that a shorter timeframe may be acceptable subject to the topics to be covered, and the degree of changes from previous meetings.
  2. The Applicant’s Planning Agent to circulate meeting agendas, unless otherwise agreed, no later than 3 working days prior to any meeting.
  3. Unless otherwise agreed, the Applicant’s Planning Agent will circulate minutes no later than 3 working days after the meeting. The Council will confirm agreement to the minutes, or otherwise any amendments, within 3 working days of receipt of the minutes.

# Meetings

* 1. Meetings will be attended by the lead planning case officer and other relevant officers (including consultees), where specific attendance is required due to the meeting topic.
  2. The Applicant / Agent, in conjunction with the planning case officer, will act as PPA Project Managers and will convene meetings, organise agendas and produce minutes to be agreed by the project team, where required.
  3. Project team meetings will be held at the times set out in the Project Programme (unless otherwise agreed or cancelled).

# Availability of People and Resources

* 1. The parties to this Agreement will endeavour to make available members of the Project team to facilitate meetings, agreed by all parties.
  2. The parties will also share with each other project tools (such as traffic models and visualisation models) subject to protecting commercial confidentiality and Freedom of Information considerations.
  3. Where possible, the project team shall give notice of any unavailability due to annual leave and advise on an alternative named contact during any period of leave.

# Confidentiality

* 1. Confidentiality protocols will be agreed and applied to specific issues and / or information as they emerge.

# Costs

* 1. The Applicant commits to cover:
     1. In consideration of this Agreement the Applicant agrees to pay the Council costs at the rates set out in Appendix 2 to the amount of £X+ VAT for the X weeks to assist the Council in providing the level of service required to meet its obligations under this PPA.
  2. In the event that the Council require specialist advice from external consultants or specialists, for matters of viability or daylight/sunlight or other technical (where applicable) reports, that the Council is unable to deal with internally, it shall submit the costs and details of the scope of work required and identity of the consultant concerned for agreement with the Applicant with such agreement to be confirmed in writing. The Applicant will only provide agreement if:
     1. The specialist advice is agreed with the Applicant as being essential to the Council’s reasonable consideration of the Applicant’s proposals.
     2. The required specialist advice is not available from internal Council departments.

and

* + 1. The required specialist advice goes above and beyond that which should reasonably be provided by a Local Planning Authority in determining planning applications.
  1. The scope and cost of any consultant advice will be by agreement between the Council and the Applicant and will take into account any work already undertaken by the Applicant.
  2. Any necessary external specialists or consultants shall be instructed expeditiously within 5 working days following written agreement of the costs by the Applicant. The Council shall only appoint external specialists or consultants who have demonstrable, appropriate, and recent experience of schemes of comparable scale and complexity to the development and have demonstrated sufficient resources at appropriate levels of seniority to carry out the technical assessment of the planning application expeditiously.
  3. The Applicant hereby confirms that invoices shall be sent to the following contact, to be reimbursed in accordance with 8.1 of this Agreement.

|  |  |
| --- | --- |
| Contact Name for Invoicing: | *To be completed by applicant* |
| Name of Organisation the Invoice should  be addressed to: |  |
| Invoicing Address: |  |
| Contact Number: |  |
| Email Address: |  |
| Company Registration Number: |  |

# Agreement

* 1. SHBC and the Applicant hereby agree to the content of this PPA.

|  |  |
| --- | --- |
| **Surrey Heath Borough Council** | |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |

|  |  |
| --- | --- |
| **Applicant** |  |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |

# Appendix 1. Project Programme

|  |  |  |  |
| --- | --- | --- | --- |
| **Meeting No./Week** | **Date** | **Anticipated Meetings** | **Subject Matter** |
| **Pre-submission** | | | |
|  |  |  |  |
|  |  |  |  |
| **Post-Submission** | | | |
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APPENDIX 2 – COSTS ESTIMATE (excluding VAT)

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| --- | --- |
| **Officer** | **Total Cost (£)** |
| Officer |  |
| Setting up of PPA |  |
| **TOTAL** |  |

The agreed fee shall be payable in two instalments via an agreed payment method:

* 50% upon signing of this Planning Performance Agreement.
* 50% upon submission of the planning application.