

PLANNING PERFORMANCE AGREEMENT

PRE-APPLICATION / APPLICATION STAGE

DATE

SITE ADDRESS

APPLICATION REFERENCE

This Planning Performance Agreement (PPA) is made between

(1) London Borough of Richmond upon Thames, Civic Centre, York Street, Twickenham,
TW1 3BZ (“**LBR**”), and

(2) **XXX** (“**The Applicant**”)

Planning Performance Agreements

Excerpt from the National Planning Practice Guidance, paragraph 016 Reference ID: 20-16-20150326 (revised 26 March 2015):

A planning performance agreement is a project management tool which the local planning authorities and applicants can use to agree timescales, actions and resources for handling particular applications. It should cover the pre-application and application stages but may also extend through to the post-application stage.

Planning performance agreements can be particularly useful in setting out an efficient and transparent process for determining large and/or complex planning applications. They encourage joint working between the applicant and local planning authority and can also help to bring together other parties such as statutory consultees.

A planning performance agreement is agreed voluntarily between the applicant and the local planning authority prior to the application being submitted and can be a useful focus of pre-application discussions about the issues that will need to be addressed.

Paragraph 018: Reference ID: 20-018-20150326

A planning performance agreement can extend to matters beyond the formal application process – such as programming the negotiation of any section 106 agreement and related non-planning consents. For very large or complex schemes the agreement may also provide a basis for any voluntary contributions which the applicant has offered to pay to assist with abnormal costs of processing the application. The parties will want to ensure that such payments do not exceed the cost of the additional work involved, are not seen to have any implications for the decision on the application, and do not deflect resources from processing other cases; any additional resource provided in this way needs to be used for additional capacity that is genuinely required to ensure a timely and effective service.

1. Introduction and Purpose

- 1.1. LBR is the local planning authority for developments falling within its boundary.
- 1.2. The site is **XXX** and refers to the area of land shown edged in red on Plan 1 at **Schedule 1** ("The Site").
- 1.2. The Applicant intends to submit a **Pre-application / Full Planning Application** to LBR in respect of the proposed development as set out in Schedule 1.
- 1.3. The **Pre-application / application** submission will be supported by the application documents set out in **Schedule 2**.
- 1.4. The objectives of this PPA are as follows:
 - Agree a shared vision to guide the development of the site
 - Confirm the **Pre-Application / Planning Application** deliverables to be provided in support of the application (Schedule 2)
 - Set out the Project Programme, including meetings (Schedule 5)
 - Set out the Project Team (Schedule 6)
 - Set out agreed timeframes for a response from the Applicant and LBR (Schedules 3 and 4)
 - To establish appropriate measures for monitoring compliance
 - To establish regular review mechanisms
- 1.5. This agreement is intended as a Memorandum of Understanding, and not a legal agreement, and is being entered into in order to facilitate the **pre-application / application** process. It relates to the process of considering development proposals and not the decision itself.
- 1.7. Nothing in this agreement shall restrict or inhibit LBR from properly exercising its role as the local planning authority or the Applicant from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.
- 1.8. This PPA 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

2. Performance Standards

- 2.1. The Applicant agrees to use its reasonable endeavours to achieve the performance standards set out in Schedule 3.
- 2.2. LBR agrees to use its reasonable endeavours to achieve the performance standards set out in Schedule 4.

3. Pre-application / Planning Application Programme

- 3.1 The PPA Project Programme (Schedule 5) is devised to provide a realistic timeframe for providing pre-application advice / determining the planning application and includes an indication of the overall timeframe and an indicative timetable of meetings which may be subject to change as agreed.
- 3.2 Meetings shall be carried out in accordance with the Performance Standards set out Schedule 5 and shall, at the reasonable request of the Applicant (and subject to the agreement by the case officer) be attended by the LBR case officer and relevant consultees.
- 3.3 The Applicant and LBR acknowledge that the timeframe may be subject to change which will be kept under review moving forward.
- 3.4 In agreeing to this timeframe, the Applicant and LBR agree to extend the statutory period for determination of the planning application under Article 29 of the Town and Country Planning (Development Management Procedure) (England) Order 2010.

4. Confidentiality

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

5. Charges

- 5.1 The Applicant agrees to pay to LBR a total of (£XXX) plus VAT to cover Pre-application / Planning Application costs to cover time incurred by officers from LBR as set out in Schedule 5.
- 5.2 The Applicant agrees to pay to LBR in the following tranches:
- 5.3 The Applicant agrees to pay any Additional Resources for specialist technical advice as agreed between the parties as set out in Schedule 7.
- 5.4 The Applicant agrees to pay LBR's reasonable legal costs incurred in association with the preparation of the S106 Agreement.
- 5.5. No refund will be made on any payment once payment is made.

6. Amendment / Review of Agreement

6.1 Amendments to the agreement, charges, meeting schedule and revision of timescales (as set out in the Project Programme) shall be subject to review as may be agreed in writing between the parties.

7. Agreement

7.1 The above Planning Performance Agreement has been agreed between the London Borough of Richmond upon Thames and **XX**.

7.2 This agreement will be effective for the period up to the determination of the **pre-application / application** scheme. The Term will be subject to review as may be agreed between the Applicant and the Council

Signed byfor and on behalf of
The Applicant

in the presence of:

Authorised signatory

Signed by for and on behalf of
LONDON BOROUGH OF RICHMOND UPON THAMES

in the presence of:

Authorised signatory

Schedule 1
The Development

Site Plan

Address of the application site:

XX

Description of the Development:

XX

Schedule 2

The Pre-application / Application Documents

The Parties to this Agreement agree that the Planning Application shall be accompanied by the following documents

- Application fee
- Application form
- Ownership and Agricultural Holdings certificates
- Community Infrastructure Levy form
- Site location plan
- Existing and Proposed Plans
- CGIs
- Planning Statement, including Community Engagement Report, Residential Standards Statement, Open Space Assessment (demonstrating impact on/justification for loss on OOLTI), Statement justifying loss of community space addressing DM SI 2,
- Affordable Housing Statement including evidence of discussion with Registered Providers
- Design & Access Statement
- Viability Statement to make reference to affordable housing and zero carbon standards
- Transport Statement, Parking Layouts and Tracking
- Framework Construction Management Statement
- Energy Report
- Sustainability Statement, including Sustainable Construction Checklist
- Tree Report, Arboricultural Impact Assessment and Arboricultural Method Statement
- Ecology Report
- Heritage Statement
- Schedule of Works
- Health Impact Assessment
- Daylight/Sunlight Assessment
- Flood Risk Assessment and Surface Water Drainage Strategy
- Foul Water Drainage and Utilities Assessment
- Desk Study and Preliminary Site Assessment Report (contamination)
- Desk Based Archaeological Statement
- Draft HoTs
- Environmental Impact Statement

Schedule 3

The Applicant's Performance Standards

Pre-application stage

1. To undertake pre-application consultation with the local community and stakeholders and to advise LBR of the proposed timescales
2. To provide to LBR at least 10 working days prior to any meeting (or such other time period as may be previously agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
3. To provide to LBR within 5 working days of any meeting the minutes or action points arising from that meeting as well as any material that was not available prior to the meeting.
4. To comply with the Project Programme so far as it places obligations on the Applicant

Application stage

1. Wherever possible address any concerns raised by any consultee prior to the submission of the Planning Application to LBR
2. To include a Statement of Community Involvement with the Planning Application explaining the pre-submission consultation and feedback received from consultees and, where possible, how relevant issues have been resolved.
3. To submit the Planning Application with all the Application Documents to LBR for the Development (Schedule 2)
4. To provide LBR with such additional information as may be requested within 5 working days of such written request from LBR (or such other time period as may be previously agreed) in order to enable LBR to discharge its responsibilities.
5. To provide to LBR at least 5 working days prior to any meeting (or such other time period as may be previously agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
6. To provide to LBR within 5 working days of any meeting the minutes or action points arising from that meeting as well as any material that was not available prior to the meeting.
7. To comply with the Project Programme so far as it places obligations on the Developer

Schedule 4

LBR's Performance Standards

In addition to its statutory obligations, LBR agrees to use its reasonable endeavours to achieve the following performance standards at all times:

1. To designate a qualified and experienced planning officer ("the Case Officer") who alone or as part of a team shall be responsible for overseeing or carrying out the Planning Functions in accordance with this Agreement and shall as necessary for the delivery of the Project Programme in accordance with the Project Timeframe and has the relevant experience of a type and scale required in order to provide **Pre-application advice and / or determine the Planning Application** and to ensure that he/she has a clear understanding of LBR's obligations under this Agreement.
2. To respond substantively to all emails and letters within 5 working days unless previously agreed with the other party and telephone calls within 2 working days of receipt. Where circumstances beyond the reasonable control of LBR prevent its compliance with this performance standard, LBR shall in each case notify the Applicant of such circumstances.
3. To ensure relevant officers attend the meetings as necessary and for these officers to review any material submitted ahead of the meeting pursuant to point 2 / 5 of Schedule 3.
4. To provide comments on the minutes and any additional material provided by the Applicant pursuant to point 3 / 6 of Schedule 3 within 5 working days of the receipt of these.
5. To provide to the Applicant within 10 working days of any meeting / or receipt of substantive and relevant documents which are relevant to that meeting (whichever is later), any agreed responses or action arising from that meeting.
6. To ensure that where reasonably requested by the Applicant and provided that notice of at least 10 working days is given that an officer with the appropriate level of authority and relevant experience, is available to attend meetings with external third parties and/or the Applicant to comply with the Project Programme in Schedule 5 so far as it places obligations on LBR, unless previously agreed with the Applicant.

Planning application determination programme: FUL, OUTLINE, Reserved Matters, Discharge of conditions

Week(s)	Week commencing	Key Milestones
		<p>Applicant to submit the planning application.</p> <p>Within 5 working days LBR to register and validation the application; and</p> <p>a) Send out consultation letters / advertising the application;</p> <p>Or</p> <p>b) Inform the Applicant if the application is invalid with reasons</p>
	<p>Subject to submission of a valid application</p>	<p>Statutory consultee period</p> <p>LBR to assess application and inform the Applicant of any issues as they arise</p> <p>Project Team Meeting</p>
		<p>End of Statutory consultation period</p> <p>LBR to confirm any outstanding issues to be addressed (objectors comments etc)</p>
		<p>Applicant to address any outstanding issues / prepare amended plans (if necessary)</p>
	<p>Note: If re-consultation is required this will increase the programme length by 2 weeks</p>	<p>LBR to confirm any final issues to be addressed.</p> <p>Draft S106 Heads of Terms to be agreed. Legal teams instructed to prepare draft S106 Agreement</p>
		<p>Preparation of reports to Planning Committee</p>

		Section 106 Heads of Terms to be Agreed Review of any final amended plans additional information form the applicant Discuss planning conditions
		Review of Draft Conditions
		Publication of LPR Planning Committee Report
		Planning Committee meeting
		S106 Drafting / completion
		LBR issue planning decision notice

Schedule 6

For both parties to work constructively and productively it is vital that key project team members are identified along with direct contact details

The Applicants Project Team

Role	Organisation	Contact Details
Applicant		
Planning		
Architect		
Highways		
Environmental		
Legal		

LBR's Project Team

Role	Name and contact details
Case Officer	
Transport Officer	
Urban Design Officer	
Conservation Officer	
Principal Policy Officer	

LBRs' Specialists and internal consultees

Role	Name and contact details
Housing	
Environmental Health Air / Noise / Light / vibration	
Ecology	
Arboriculturalist	

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Schedule 7

Additional Resources

Specialists and internal consultees

The Applicant will pay any reasonable costs incurred by the Council to:

1. instruct suitably qualified specialists to review submitted information regarding, for example, matters concerning viability, engineering, legal matters, wind, light, sustainability, Environmental Impact Assessment or other areas acknowledged by The Partners as requiring independent specialist advice, and subject to prior agreement and/or appropriate cap on third party fees.
2. instruct colleagues outside the LBR Planning and Transport Division (such as those listed below) to attend meetings and provide any subsequent written representations. For example:
 - Development Project Officer (Housing)
 - Commercial Environmental Health Officer
 - Environmental Health Specialist Pollution Practitioner – Air Quality
 - Ecology Officer
 - Arboricultural Officer / Manager
3. The appointment of the above specialists and consultees will be subject to prior agreement and/or appropriate cap on such fees.

Location of meetings:

The Applicant will pay any reasonable costs incurred by the Council to:

1. Attend meetings other than at the LBRuT offices. (Travelling time at the rate of £99.60 per hour (exc. VAT) per officer and travelling expenses). This must be agreed in advance with the applicant.