

**PLANNING PERFORMANCE AGREEMENT – POST DECISION APPLICATIONS**

Between

*INSERT APPLICANT*

and

The London Borough of Lewisham

Site:

Date: xxxxxx

This agreement is made this [ ] day of [ ] 20[ ] between:

1. The London Borough of Lewisham, Town Hall, Catford, SE6 4RU (‘the Council’); and
2. [ ] of [ address ] (‘the Applicant’)
3. **INTRODUCTION AND RECITALS**
   1. The Council granted Planning Permission on [*DATE*] to the Applicant under reference number: [*INSERT*] for [*DESCRIPTION OF DEVELOPMENT*] (‘Planning Permission’) at [*SITE*] (‘Development Site’).
   2. The Applicant intends to submit subsequent planning application(s) in respect of the Development Site which may include applications to discharge, vary and remove conditions of the Planning Permission (or any subsequent planning permission relating to the Development Site), applications for minor and non-material amendments to the Planning Permission (or any subsequent planning permission relating to the Development Site) and applications for approval of reserved matters.
   3. The Council is the local planning authority for developments within the area in which the Development Site is located.
   4. The Council and the Applicant agree the application(s) may give rise to a range of complex planning issues including urban design, housing, transport and accessibility, economic development, culture, social infrastructure, environmental considerations and phasing/infrastructure matters. Accordingly, the Council and the Applicant acknowledge that the Application(s) may not be capable of being determined within the 8/13/16 week statutory timeframe.
   5. In these circumstances the Council and the Applicant agree that the application may be determined outside the statutory time period, in accordance with the relevant Project Programme, and that determination of the Application outside of the statutory time period will not count against the Local Planning Authority target returns.
   6. This Planning Performance Agreement (‘PPA’) provides a project management framework and agreed Project Programme for processing the application(s) including the pre-application stage, processing the Application and determination of the Application. The Project Programme details key milestones for both the Applicant and the Council in processing the application and establishes a timeframe for achieving those milestones.
   7. This PPA 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.
   8. Nothing in this PPA shall be construed as restricting the exercise by the Council of any power or the performance of any duty as local planning authority or in any other capacity. It will not prejudice the outcome of the planning (and related) application(s) or the impartiality of the Council. All such rights powers obligations and duties shall in relation to the Development Site be enforceable and exercisable by the Council as local planning authority as fully and freely as if this PPA had not been entered into. The Applicant recognises the importance of the Council maintaining independence in the exercise of those rights powers obligations and duties and the public perception of their independence in the exercise of those functions.
4. **TERM**
   1. The terms of this PPA shall apply to all applications made in relation to the Planning Permission under reference number [ ] from the date the Planning Permission was issued and shall also apply in respect of any subsequent planning permission relating to the Development Site.
5. **JOINT WORKING**
   1. The objective of this PPA is to promote co-operation between the parties throughout the planning application process and to improve the overall quality of the project and of the planning decisions.
   2. The Council and the Applicant shall act with the utmost fairness and good faith towards each other in respect of all matters in relation to the application(s).
   3. The Council and the Applicant agree to use reasonable endeavours to ensure that the milestones in the relevant agreed Project Programme are met. It is also acknowledged that it may be necessary to review the Project Programmes during the application process and extend the period in which to determine the Applications accordingly.
6. **PROJECT PROGRAMME**
   1. In respect of any application to discharge the conditions of the Planning Permission (or any subsequent planning permission relating to the Development Site) under the Town and Country Planning (Development Management Procedure) Order 2015 (‘the DMPO’) the Project Programme in Schedule 1 shall apply.
   2. In respect of any application for determination of an application to develop land without compliance with conditions previously attached under section 73 of the Town and Country Planning Act 1990 (‘the TCPA’) the Project Programme in Schedule 2 shall apply.
   3. In respect of any application for a non-material amendment to the Planning Permission (or any subsequent planning permission relating to the Development Site) under section 96A of the TCPA the Project Programme in Schedule 3 shall apply.
   4. In respect of any application for approval of reserved matters under Article 5 of the DMPO the Project Programme in Schedule 4 shall apply.
   5. The Project Programmes provide realistic timeframes for processing and determining the application(s).
   6. The Council and the Applicant agree to use reasonable endeavours to meet the established timeframes set out in the Project Programmes.
   7. In the event of a delay in the Project Programme, members of the Project Teams will meet and discuss whether the programme is still realistic or whether the Project Programme timeframes will need to be revised. Any revisions to the Project Programme timeframes shall be agreed in writing by the parties to this agreement and appended to this document (a draft agreement is included in Schedule 4 to this PPA).
   8. The Applicant and the Council agree that the technical meetings necessary to work through methodologies and assumptions in relation to specialist areas will take place between relevant parties as and when necessary. Information shall be provided to Council to review 5 days in advance of meetings.
   9. In some instances it may be appropriate for the Applicant to request from the Council written feedback on specific issues. In these circumstances, the Council will consider a formal written request outlining the issues to be discussed together with sufficient plans and information to pre-consider the issues. Where appropriate, and subject to resources/staff availability parties will provide written feedback within 10 working days of receiving this written request, or shall advise the Applicant when written feedback may be possible.
   10. The Applicant will be undertaking a continuous process of community engagement as part of their Statement on Community Involvement (SCI) responsibilities. This process will be undertaken as an ongoing commitment during the Project Programme identified above.
   11. The Applicant will provide the Council with a full analysis of its Community Engagement Programme and pre-application consultation responses and any subsequent updates thereto. It will also provide copies of any correspondence sent to community groups or members, any other groups set up by the Council to inform local people and publicity mail-outs to residents, if requested.
   12. The Applicant shall provide the Council with sufficient information to enable the Council to determine the application(s) within the timeframes set out in the Project Programmes.
7. **RESOURCING**
   1. The developer agrees to pay LBL an initial payment of £2,500 upon completion of this agreement. This payment would cover the initial costs of the LBL service, including preparation of this agreement including up to 6 hours of officer time.
   2. The developer agrees to pay for the remainder of the Project Programme:

£2, 100 – 6 hours of officer time

£4,200 – 12 hours of officer time

£8,400 – 24 hours of officer time

Additional meetings/ officer time are charged at officer hourly rates. Fees are exclusive of VAT.

N.B – 2 officers at a 1 hour meeting will be charged at 2 hours.

* 1. The Council will provide one dedicated planning officer to process the application through to the determination of the planning application. The Applicant will meet the cost of this officer up to an average of [ INSERT TOTAL OR AVERAGE HOURS PER WEEK]
  2. Given the complexity of the issues to be considered and the desire of the Applicant and the Council to meet the timeframes set out in the Project Programme, it is considered by both parties that a contribution towards the execution of the Council’s functions in the administration, consideration and determination stages of the application(s), in addition to the relevant planning application fees, will be necessary. These resourcing arrangements will be agreed under separate cover.
  3. Presentation to the Lewisham Design Review Panel will be invoiced under separate cover.

1. **SECTION 106 LEGAL AGREEMENT**
   1. The Council and the Applicant entered into an agreement under section 106 of the Town and Country Planning Act 1990 on [ date ] to regulate and facilitate the development of the Development Site in accordance with the original planning permission (Reference: [ ])
   2. Prior to the Council determining the application(s) any variations to the Section 106 agreement or any subsequent section 106 agreement shall be agreed by the parties.
   3. The Applicant agrees to pay the Council’s reasonable legal costs in preparation of the Section 106 Agreement or any variation thereto without prejudice to, and irrespective of the outcome of the application

**SCHEDULE 1 - PROJECT PROGRAMME**

**Application for discharge of conditions**

**The Council’s Project Team including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Applicant’s Project Team including consultants including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Project Plan [including all retrospective actions to be covered by the PPA]**

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| **W/C** | **ACTION** |
| Prior to Application | Pre Application meetings between the Applicant and the Council |
| Week 1 | Application received and validated |
| Week 3 | 21 Consultation period |
| Week 4 | Assessment |
| Week 5-6 | Amendments and further assessment |
| Week 7 | Draft report |
| Week 8 | Decision issued |

**SCHEDULE 2 - PROJECT PROGRAMME**

**Application under section 73 TCPA**

**The Council’s Project Team including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Applicant’s Project Team including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Project Plan [including all retrospective actions to be covered by the PPA]**

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| **W/C** | **ACTION** |
| Prior to Application | Pre Application meetings between the Applicant and the Council |
| Week 1 | Application received and validated |
| Week 3 | 21 Consultation period |
| Week 5-6 | Assessment |
| Week 7-9 | Amendments and further assessment |
| Week 10 | Draft report |
| Week 11-12 | Draft Section 106 DoV (including any additional contributions) |
| Week 13 | Decision issued |

**SCHEDULE 3 - PROJECT PROGRAMME**

**Application under section 96A TCPA**

**The Council’s Project Team including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Applicant’s Project Team including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Project Plan [including all retrospective actions to be covered by the PPA]**

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| **W/C** | **ACTION** |
| Prior to application | Pre Application meetings between the Applicant and the Council |
| Week 1 | Application received and validated |
| Week 2 | 21 Consultation period |
| Week 3 | Assessment and decision issued |

**SCHEDULE 4 - PROJECT PROGRAMME**

**Application for approval of reserved matters**

**The Council’s Project Team including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Applicant’s Project Team including consultants**

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| **Name** | **Position and Role** | **Contact Information** |
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**Project Plan [including all retrospective actions to be covered by the PPA]**

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| **W/C** | **ACTION** |
| Prior to application | Pre Application meetings between the Applicant and the Council |
| Week 1 | Application received and validated |
| Week 4 | 21 Consultation period |
| Week 5-6 | Assessment |
| Week 7-9 | Amendments and further assessment |
| Week 10 | Draft report |
| Week 11-12 | Section 106 Deed of Variation (if required) |
| Week 13 | Decision issued |

IN WITNESS of which the parties have executed but not delivered this Agreement until the date first shown above.

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| **London Borough of Lewisham** | |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** | London Borough of Lewisham |
| **Date:** |  |

|  |  |
| --- | --- |
| **[APPLICANT]** | |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |