

**PLANNING PERFORMANCE AGREEMENT (PPA)**

Between

*INSERT DEVELOPER*

and

London Borough Lewisham

Site:

Date:

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

1. London Borough of Lewisham, Town Hall, Catford, London, SE6 4RU (‘the Council’); and
2. [\_\_\_\_\_\_] of [ address ] (‘the Applicant’)
3. **INTRODUCTION AND RECITALS**
   1. The Applicant intends to submit a Full Planning Application for [description of development] (‘Application’) at the [insert site location] (‘the Development Site’).
   2. The Development Site has an area of approximately[xx] hectares and lies within the London Borough of Lewisham.
   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 may give rise to a range of complex planning issues including urban design, housing, transport, economic development, culture, social infrastructure, environmental considerations and phasing/infrastructure matters. Accordingly, the Council and the Applicant acknowledge that the Application may not be capable of being determined within the statutory [8/13/16] week 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 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 including the pre-application stage, processing the Application and determination of the Application. The Project Programme details key milestones 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 parties hereby agree that the period in which to determine the Application shall be extended pursuant article 34 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 to the date as set out in schedule 1 to this PPA.
   2. For the avoidance of doubt but subject to the termination of the PPA in accordance with the requirements of paragraph 2.3 below, the parties hereby acknowledge that the Applicant may not appeal for non-determination until after the date for determination agreed in this PPA or such other later date agreed in writing between the parties.
   3. The PPA may be terminated by the Council or the Applicant giving 2 weeks prior notice in writing to the other party to the PPA, or by the withdrawal of the Application by the Applicant. Any notice given to the Council in accordance with this paragraph should be sent to the Council in writing.
   4. The PPA will be terminated should the Applicant submit an appeal under Section 78 of the Town and Country Planning Act 1990 in relation to the Applications (for whatever reason) or should the Application be called in by the Secretary of State, or taken over by the Mayor of London.
5. **JOINT WORKING AND PROJECT VISION**
   1. The objective of this PPA is to promote co-operation between the parties throughout the Application process and to improve the overall quality of the project and of the planning decision.
   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.
   3. The Council and the Applicant agree to use reasonable endeavours to ensure that the milestones in the agreed Project Programme are met. It is also acknowledged that it may be necessary to review the Project Programme during the application process and extend the period in which to determine the Application accordingly.
   4. The Project Vision is for: [INSERT PROJECT VISION]
6. **PROJECT PROGRAMME**
   1. The Project Programme set out in Schedule 1 is devised to provide a realistic timeframe for processing and determining the Application.
   2. The Council and the Applicant agree to use reasonable endeavours to meet the established timeframes set out in the Project Programme.
   3. In the event of a delay in the Project Programme, members of the Project Teams will discuss whether the programme is still realistic or whether the Project timeframes will need to be revised. Any revisions shall be agreed in writing by the parties to this agreement and appended to this document.
   4. 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 outside of the normal Project Team meetings as set out in the Project Programme. Information shall be provided to Council to review 5 days in advance of meetings.
   5. 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. 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.
   6. 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.
   7. 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.
   8. The Applicant shall provide the Council with sufficient information to enable the Council to determine the Application within the timeframes set out in the Project Programme which shall include (but not be limited to) the information set out in Schedule 2.
7. **RESOURCING AGREEMENT**
8. **Work Streams**
   1. The Council will carry out the following work in connection with the Applications:
9. Pre-application work (including work done to date);
10. Administrative and procedural functions arising from the Applications;
11. All necessary and appropriate work in connection with the consideration and determination of the Applications;
12. Work relating to Planning Committee or Delegated Report;
13. All necessary and appropriate work in connection with any planning obligation;
14. **Officer Resourcing**
    1. The developer has agreed to cover the following costs as part of the PPA:

i) £2,000 + VAT – Arrangement fee including preparation of this agreement

ii) [£\_\_\_\_] + VAT – Staff resource time

* 1. Staff resource time has been calculated based upon officer rates as outlined in Schedule 3, across the entire Project Programme as outlined in Schedule 1, as per the example calculation below.

*Officer(s) estimated weekly hours (£) x Project Programme (weeks) = Staff resource time (£)*

* 1. The Council reserve the right to review this figure (in accordance with officer rates outlined in Schedule 3) if unforeseen cirucmstances result in work streams in excess of those outlined in the Project Programme.
  2. The Council will provide one dedicated planning officer, with assistance from other colleagues such as Urban Design and Planning Managers to process the application through to the determination of the planning application.
  3. 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.
  4. Presentation to the Lewisham Design Review Panel will be invoiced under separate cover.

1. **External Consultancy [where relevant]**
   1. The Council will employ specialist consultants over and above the Council's resources, and the Applicant will meet the costs of the time to be spent by these consultants in assisting the Council in determination of the application. These costs are estimated (subject to quotations) as follows:

|  |  |
| --- | --- |
| **Consultant** | **Estimated Cost (exc. VAT)** |
| Viability |  |
| Environmental Consultant |  |
| Legal Consultant |  |
| Planning Officer back-fill |  |
| Total |  |

* 1. The Council will advise the Applicant as to the exact costs for each respective consultant once known.

1. **Payment**
   1. The Applicant agrees to make payment of the amounts set out above in parts B and C of the Resoucrcing Agreement, within [\_\_\_] working days of receiving an invoice, following signing of this Planning Performance Agreement.
   2. The applicant confirms that the correct details for invoicing in relation to the costs outlined in this PPA are as follows:

|  |  |
| --- | --- |
| **Invoice details** | |
| Name |  |
| Company |  |
| Address |  |
| Contact number |  |
| Email address |  |

1. **SECTION 106 LEGAL AGREEMENT**
   1. Within the programme set out below, it is envisaged that both parties will agree the Heads of Terms for the Section 106 in advance of the Planning Committee so that they can be properly reported to Members.
   2. In addition to those figures laid out above, the Applicant agrees to pay the Council’s reasonable legal costs in preparation of the Section 106 Agreement without prejudice to, and irrespective of the outcome of the application.
   3. **SCHEDULE 1 - PROJECT PROGRAMME**

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

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

**Applicant’s Project Team including consultants**

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

**Project Plan**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date (W/C)** | **Topics for discussion** | **Action** | **Comments** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | Planning Application Submission |  |
|  |  | Planning Committee |  |
|  |  | Completion of legal agreement and determination of Application |  |

**SCHEDULE 2 – INDICATIVE LIST OF APPLICATION DOCUMENTS**

The Applicant provisionally agrees that the Planning Application shall be accompanied by the following documents:

The statutory national list of planning application requirements:

* Completed form
* Site location plan
* Other (Existing and Proposed) plans necessary to properly describe the development
* Ownership certificate and notice
* Agricultural holdings certificate
* Design and access statement
* Requisite fee

The applicant will provide the following documents

|  |  |
| --- | --- |
| **Validation Check List** | **Required** |
| Affordable Housing Statement |  |
| Air Quality Impact Assessment |  |
| Biodiversity survey and report |  |
| CIL liability form |  |
| Construction Method Statement/Logistics Plan |  |
| Crime Prevention/Safer Places report |  |
| Daylight/Sunlight Assessment |  |
| Delivery & Servicing Plan |  |
| Demolition Method Statement |  |
| Economic Statement |  |
| Energy Assessment |  |
| Environmental Statement |  |
| Flood Risk Assessment |  |
| Health Impact Assessment |  |
| Heritage Statement |  |
| Land Contamination Assessment |  |
| Landscaping scheme |  |
| Lighting Assessment |  |
| Living Roof details |  |
| Marketing Assessment |  |
| Materials |  |
| Noise and Vibration Assessment |  |
| Open Space Assessment |  |
| Parking Management Plan |  |
| Photographs and CGIs |  |
| Planning Statement |  |
| Planning Obligations Statement |  |
| Retail Impact Assessment |  |
| River Impact Study |  |
| Site Waste Management Plan |  |
| Statement of Community Engagement |  |
| Structural Survey |  |
| Sustainability Statement |  |
| Telecommunications Development |  |
| Transport Assessment |  |
| Transport Statement |  |
| Travel Plan |  |
| Tree Survey/Arboricultural implications |  |
| Ventilation/Extraction Statement |  |
| Viability Statement |  |
| Wheelchair Statement |  |

**SCHEDULE 3 – LEWISHAM OFFICER HOURLY RATES**

| **​Role** | **​Hourly rate excluding VAT** | **​​Hourly rate including VAT** |
| --- | --- | --- |
| ​Head of Planning | ​£175 | ​£210 |
| Head of DM/ Strategic Planning Manager | £150 | £180 |
| ​DM/Major and Strategic Projects Manager/ BLE Manager | ​£120 | ​£144 |
| ​DM Principal Planner | ​£100 | ​£120 |
| ​DM Planner Senior | ​​£85 | ​£102 |
| ​DM Planner | ​£75 | ​£90 |
| Enforcement Manager | £100 | £120 |
| ​Enforcement Officer | ​£75 | ​£90 |
| ​Principal Policy Officer | ​£100 | ​£120 |
| ​Planning Policy Officer | ​£85 | ​£102 |
| Principal CIL and S106 Officer | £120 | £144 |
| S106 Officer | ​£85 | ​£102 |
| ​CIL Officer | ​£85 | ​£102 |
| Monitoring Officer | £70 | £84 |
| ​Strategic Planning Manager | ​£150 | ​£180 |
| ​Principal Urban Design Officer | ​£100 | ​£120 |
| ​Senior Urban Design Officer | ​£85 | ​£102 |
| Urban Design Officer | £75 | £190 |
| ​Senior Conservation Officer | ​£85 | ​£102 |
| Conservation Officer | £75 | £90 |
| ​Tree Officer | ​£75 | ​£90 |
| Environmental Health Officer | £100 | £120 |
| Highways Officer | £100 | £120 |
| Strategic Housing Officer | £100 | £120 |
| ​Business Support Assistant | ​£60 | ​£72 |

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

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

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