



**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, Laurence House, Catford, London, SE6 4RU ('the Council'); and
- (2) [ ] of [ address ] ('the Applicant')

## **1. INTRODUCTION AND RECITALS**

- 1.1. The Applicant intends to submit conditions for approval:

*Applicant to complete*

- 1.2. The Council is the local planning authority for developments within the area in which the Development Site is located.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.

## **2. TERM**

- 2.1. 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.
- 2.2. 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.

- 2.3. 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.
- 2.4. 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.

### **3. JOINT WORKING AND PROJECT VISION**

- 3.1. The objective of this PPA is to promote co-operation between the parties throughout the Application(s) process and to improve the overall quality of the project and of the planning decision.
- 3.2. 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.
- 3.3. 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. PROJECT PROGRAMME**

- 4.1. The Project Programme set out in Schedule 1 is devised to provide a realistic timeframe for processing and determining the Applications.
- 4.2. The Council and the Applicant agree to use reasonable endeavours to meet the established timeframes set out in the Project Programme.
- 4.3. 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.
- 4.4. The Applicant shall provide the Council with sufficient information to enable the Council to determine the Applications within the timeframes set out in the Project Programme.

### **5. RESOURCING AGREEMENT**

#### **A. Work Streams**

- 5.1. The Council will carry out the following work in connection with the Applications:
1. Administrative and procedural functions arising from the Applications;
  2. All necessary and appropriate work in connection with the consideration and determination of the Applications;
  3. Work relating to Planning Committee or Delegated Report;

## B. Officer Resourcing

5.2. The developer has agreed to cover the following costs as part of the PPA:

Condition	Consultation required	Cost (excl. VAT)
<b>i. For pre-commencement planning conditions where no internal consultation is required</b>		
Condition...	Insert required consultees	£677.04
<b>ii. For pre-commencement planning conditions where consultation is required from one internal consultee</b>		
Condition...	Insert required consultees	£1,482.30
<b>iii. For pre-commencement planning conditions where consultation is required from two internal consultees</b>		
Condition...	Insert required consultees	£2,026.94
<b>Total cost</b>		<b>£...</b>

5.3. In addition to the above an arrangement fee of £2,354.39 + VAT (total £2,825.27) is agreed to paid on completion of this agreement.

5.4. 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 (£)*

5.5. The Council reserve the right to review this figure (in accordance with officer rates outlined in Schedule 3) if unforeseen circumstances result in work streams in excess of those outlined in the Project Programme.

5.6. The Council will provide one dedicated planning officer, with Major and Strategic Projects Manager – Development Management in an overssing role to process the applications through to the determination.

## C. Payment

5.7. The Applicant agrees to make payment of the amounts set out above in part B of this Agreement, within 30 working days of receiving an invoice, following signing of this Planning Performance Agreement.

5.8. The applicant confirms that the correct details for invoicing in relation to the costs outlined in this PPA are as follows:

LBL Planning Performance Agreement

<b>Invoice details</b>	
Name	
Company	
Address	
Contact number	
Email address	

**5.9. SCHEDULE 1 - PROJECT PROGRAMME**

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

<b>Name</b>	<b>Position and Role</b>	<b>Contact Information</b>

**Applicant's Project Team including consultants**

<b>Name</b>	<b>Position and Role</b>	<b>Contact Information</b>

**Project Plan**

<b>Date (W/C)</b>	<b>Action</b>	<b>Comments</b>

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

The Applicant provisionally agrees that the applications to discharge pre-commencement planning conditions shall be accompanied by the following documents:

The statutory national list of planning application requirements:

- Completed form
- Plans/information pursuant to conditions
- Requisite fee

**SCHEDULE 3 – Lewisham Planning Conditions PPA Fees**

**Where no consultation is required**

	<b>Hours x hourly rate (exc VAT)</b>	<b>Total</b>
DM Principal Planner	4 hours x £130.23	£520.92
Major and Strategic Projects Manager	1 hour x £156.28	£156.12
		<b>£677.04</b>

**Where consultation is required from one internal consultee**

	<b>Hours x hourly rate (exc VAT)</b>	<b>Total</b>
DM Principal Planner	6 hours x £130.23	£781.38
Major and Strategic Projects Manager	1 hour x £156.28	£156.28
Consultee	4 hours x £136.16	£544.64
		<b>£1,482.30</b>

**Where consultation is required from two internal consultees**

	<b>Hours x hourly rate (exc VAT)</b>	<b>Total</b>
DM Principal Planner	6 hours x £130.23	£781.38
Major and Strategic Projects Manager	1 hour x £156.28	£156.28
Consultee	4 hours x £136.16	£544.64
Consultee	4 hours x £136.16	£544.64
		<b>£2,026.94</b>

LBL Planning Performance Agreement

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

**London Borough of Lewisham**

**Name:**

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**Signature:**

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**Position:**

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**On Behalf Of:**

London Borough of Lewisham

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**Date:**

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**[APPLICANT]**

**Name:**

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**Signature:**

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**Position:**

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**On Behalf Of:**

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**Date:**

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