



**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 a Full Planning Application for [description of development] ('Application') at the [insert site location] ('the Development Site').
- 1.2. The Development Site has an area of approximately [xx] hectares and lies within the London Borough of Lewisham.
- 1.3. The Council is the local planning authority for developments within the area in which the Development Site is located.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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.

## **2. DIVERSITY PLEDGE**

- 2.1. The London Borough of Lewisham values diversity in all its forms. Our borough is one of the most diverse in the country, a feature that is a strength, and we are committed to improving inclusion and representation within our communities and in the work we undertake as a Local Authority. Our Planning Service has a key role to play in creating equitable communities and neighbourhoods and in order to achieve this we believe diversity and representation must be embedded at an early stage and include diversity of opportunity and diversity of voices.
- 2.2. The Service therefore commits to achieving diversity in the composition of its teams involved in formal discussions about development with external parties, such as feasibility work, pre-application meetings. We encourage our Partners to do the same. By signing the PPA parties similarly agree to:
- Consider the composition of the teams involved in formal discussions about development that are undertaken with the Service.
  - Actively seek to improve representation of women, those who are ethnically diverse, LGBTQ+ people, those with visible or non-visible disabilities and those from varied backgrounds in teams involved in those discussions.
  - Seek to avoid overrepresentation of single demographics in teams involved in those discussions.

## **3. TERM**

- 3.1. 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.
- 3.2. For the avoidance of doubt but subject to the termination of the PPA in accordance with the requirements of paragraph 3.3 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.
- 3.3. 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.
- 3.4. 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.

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

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- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. The Project Vision is for: [INSERT PROJECT VISION]

## **5. PROJECT PROGRAMME**

- 5.1. The Project Programme set out in Schedule 1 is devised to provide a realistic timeframe for processing and determining the Application.
- 5.2. The Council and the Applicant agree to use reasonable endeavours to meet the established timeframes set out in the Project Programme.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.

5.8. 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.

## **6. RESOURCING AGREEMENT**

### **A. Work Streams**

6.1. The Council will carry out the following work in connection with the Applications:

1. Pre-application work (including work done to date);
2. Administrative and procedural functions arising from the Applications;
3. All necessary and appropriate work in connection with the consideration and determination of the Applications;
4. Work relating to Planning Committee or Delegated Report;
5. All necessary and appropriate work in connection with any planning obligation;

### **B. Officer Resourcing**

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

- i) £2,354.39 + VAT (total £2,825.27) – Arrangement fee including preparation of this agreement
- ii) [£\_\_\_\_] + VAT – Staff resource time

6.3. 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 (£)*

6.4. 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.

6.5. 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.

6.6. Presentation to the Lewisham Design Review Panel will be invoiced under separate cover.

### **C. External Consultancy [where relevant]**

6.7. 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:

<b>Consultant</b>	<b>Estimated Cost (exc. VAT)</b>
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Viability	
Environmental Consultant	
Legal Consultant	
Planning Officer back-fill	
Total	

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

**D. Payment**

6.9. The applicant confirms that payment will be made as follows, in reference to to the project plan in Schedule 1

- 1) £XXX to be invoiced prior to PPA meeting 1
- 2) £XXX to be invoiced prior to to the submission of an application for planning permission

6.10. 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	

**7. SECTION 106 LEGAL AGREEMENT**

7.1. Within the programme set out below, 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.

7.2. 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.

**7.3. 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**

Meeting No.	Date (W/C)	Action	Comments
		Applicant to confirm Invoice received and Council to confirm payment received.	
		Applicant to submit the pre-application submission.	
		Project Team Meetings (as necessary)	
		Design Review Panel 1	
		Project Team Meetings (as necessary)	
		Local Meeting	
		Project Team Meetings (as necessary)	
		Design Review Panel 2	
		Project Team Meetings (as necessary)	
		Applicant to confirm all outstanding Invoices paid and Council to confirm payment received.	
		Applicant to confirm Invoices paid and Council to confirm payment received.	
		Applicant to submit the planning application  LBL to register and validate the application; and a) send out consultation letters / advertising the application; <b>or</b> b) inform the Applicant if application is invalid.	

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		Statutory consultation period	
		<p>LBL to assess application and inform the Applicant of any issues as they arise</p> <p>Project Team Meeting (if necessary)</p> <p>Draft S106 Heads of Terms to be discussed</p>	
		<p>End of Statutory consultation period</p> <p>LBL to confirm any outstanding issues to be addressed (objectors comments etc).</p>	
		Applicant to address any outstanding issues/prepare amended plans (if necessary)	
		<p>LBL to confirm any final issues to be addressed</p> <p>Draft S106 Heads of Terms to be agreed.</p> <p>Legal teams instructed to prepare draft S106.</p>	
		<p>Preparation of reports to Planning Committee</p> <p>S106 Heads of Terms to be agreed.</p> <p>Receipt of any final amended plans additional information from the applicant.</p> <p>Discuss planning conditions</p>	
		Publication of LBL Planning Committee Report	
		<b>Planning Committee meeting</b>	
		S106 drafting / completion	
		Applicant to confirm all outstanding Invoices paid and Council to confirm payment received.	
		<p><b>LBL issue planning decision notice</b></p> <p>(following completion of S106 in the event that planning permission is to be approved)</p>	

## **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:

- Appropriate Fee
- Completed Application Form (including ownership certificate)
- Completed Community Infrastructure Levy (CIL) Form
- Design and Access Statement
- Fire Statement
- Relevant Plans and Drawings
- Site Location Plan

The applicant will provide the following documents

<b>Validation Check List</b>	<b>Required</b>
Affordable Housing Statement	
Air Quality Positive/Neutral Assessment and Air Quality Assessment (AQA)	
Archaeological Assessment	
Circular Economy Statement	
Community Audit	
Construction Logistics and Environment Management Plan (including site waste management plan) (CEMP) (outline)	
Daylight, Sunlight and Overshadowing Assessment	
Delivery and Servicing Plan (outline)	
Designing Out Crime Statement	
Ecology (Biodiversity) Surveys and Reports	
Economic Statement	
Energy, Sustainability and Over Heating Statement (Including whole Life Carbon Assessment where relevant)	
Environmental Statement	
Flood Risk Assessment	
Heads of Terms (S.106 Agreement)	
Health Impact Assessment	
Heritage Statement	
Landscaping Scheme including 5 year management plan	
Marketing Assessment	
Materials and Architectural Details	
Noise and Vibration Impact Assessment (see also ventilation and extract statement)	
Open Space Assessment	
Parking Design and Management Plan	
Photographs and CGIs	
Planning Statement	
Retail Impact Assessment	
River Impact Study	
Schedule of Accommodation	
Sequential Test	

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Site Contamination Assessment	
Statement of Community Engagement	
Structural Survey	
SUDS Strategy	
Tall Building Statement	
Transport Statement/ Assessment	
Travel Plan (Framework)	
Tree Survey, Arboricultural Method Statement and Arboricultural Impact Assessment (including Tree Protection Plan)	
Urban Greening Factor Statement	
Ventilation / Extraction Statement (see also noise and vibration impact assessment)	
Viability Assessment	

**SCHEDULE 3 – LEWISHAM OFFICER HOURLY RATES**

<b>Role</b>	<b>Hourly rate (exc. VAT) (£)</b>	<b>Hourly rate (inc. VAT) (£)</b>
Chief Planning Officer / Director of Place Making & Strategic Planning	227.91	273.49
Head of DM / Strategic Planning Manager	195.35	234.42
DM Manager / Major and Strategic Projects Manager / Developer Contributions Manager	156.28	187.54
DM Principal Planner	130.23	156.28
DM Planner Senior	110.70	132.84
DM Planner	97.67	117.21
Enforcement Manager	130.23	156.28
Enforcement Officer	97.67	117.21
Principal Policy Officer	130.23	156.28
Planning Policy Officer	110.70	132.84
Principal CIL and S106 Officer	156.28	187.53
S106 Officer	110.70	132.84
CIL Officer	110.70	132.84
Monitoring Officer	91.17	109.40
Principal Urban Design Officer	130.23	156.28
Senior Urban Design Officer	110.70	132.84
Urban Design Officer	97.67	117.21
Principal Conservation Officer	130.23	156.28
Senior Conservation Officer	110.70	132.84
Conservation Officer	97.67	117.21
Senior Tree Officer	129.34	155.21
Tree Officer	97.67	117.21
Environmental Health Officer	136.16	163.39
Highways Officer	136.16	163.39
Strategic Housing Officer	136.16	163.39
Ecologist	136.16	163.39
Biodiversity specialist resource	136.16	163.39
Climate Change specialist resource	136.16	163.39
Planning Technician	78.14	93.77

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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:**

.....

**Position:**

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**On Behalf Of:**

London Borough of Lewisham

.....

**Date:**

.....

**[APPLICANT]**

**Name:**

.....

**Signature:**

.....

**Position:**

.....

**On Behalf Of:**

.....

**Date:**

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