

PLANNING PERFORMANCE AGREEMENT

This Planning Performance Agreement (PPA) is made [] day of [] 20[] between

- (1) Welwyn Hatfield Borough Council, The Campus, Welwyn Garden City, AL8 6AE (“WHBC”)
- (2) [] (“Developer”)

1. Recitals

- 1.1 WHBC is the local planning authority for development within the area in which the Development (set out in Schedule 1) is located.
- 1.2 The Developer intends to submit a Planning Application for the Development to WHBC.
- 1.3 The Developer has entered into pre-application discussions with WHBC regarding the Development.
- 1.4 The Planning Application will be an application for planning permission (and any related applications for listed building consent) submitted to WHBC for the Development accompanied by such of the Application Documents (specified in Schedule 2) as are required by the local planning authority. Reference to a Planning Application in this PPA is to an application or applications that has/have been submitted to WHBC by the Developer and WHBC have registered it/them on the statutory register as valid planning application(s).
- 1.5 Given the complexity of the proposals and the range of issues involved, it is acknowledged by the Developer and WHBC that WHBC is unlikely to be in a position to formally determine the Planning Application within the statutory period of [13][16] weeks. Nevertheless both parties wish to ensure that the application(s) is/are considered in a timely manner and as expeditiously as is practicable, having regard to the timetable set out in this PPA and compliance with relevant statutory procedures.
- 1.6 This PPA seeks to agree requirements and timescales for the pre-application process and requirements and timescales for the consideration and determination of the Planning Application for the purposes of providing the parties with a level of certainty as to the process and timescale to be followed; and
- 1.7 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.
- 1.8 This PPA will not fetter WHBC in exercising its statutory duties as local planning authority. It will not prejudice the outcome of the Planning Application or the impartiality of WHBC.
- 1.9 This PPA shall not restrict or inhibit the Developer from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.

2. Term

2.1 This PPA will apply from [X Xxxx 20XX] [the date it is signed by both parties] and shall remain in force until the Decision Date or Conditions are Discharged (see Schedule 6) unless terminated earlier pursuant to clause 4.

2.2 Upon its expiry or earlier termination this PPA shall automatically terminate.

3. Amendment and Review

3.1 The PPA shall be subject to review as may be agreed between the Developer and WHBC and any agreed variation of its terms shall be evidenced in writing signed by both parties.

4. Breach and Termination

4.1 Provided always that any breach is within the control of the party that is in breach, if either party considers that:

- a. the circumstances that brought about this PPA no longer apply;
- b. the principles and intentions of this PPA are not being followed; or
- c. there is a material failure by the other party to comply with the terms of this PPA;

it will draw their concerns to the attention of the other party. The other party will then have a period of not less than 10 working days within which to comment on and/or address the concerns. If the concerns are not addressed, the first party may then terminate the agreement at any point following the expiry of that period.

4.2 The PPA will also be terminated where:

- a. the Developer submits an appeal under Section 78 of the Town and Country Planning Act 1990 in relation to the Planning Application (for whatever reason);
- b. the Planning Application is called in by the Secretary of State.

5. Joint Working

5.1 All Parties shall act with fairness and good faith in respect of all matters related to the pre-application process and the handling of the Planning Application and will work jointly in complying with their respective obligations under this PPA.

6. Developer's Obligations

6.1 The Developer agrees to use its reasonable endeavours to:

- a. follow the agreed Pre-application Progress Plan (set out in Schedule 5);
- b. submit the Planning Application to WHBC for the Development (set out in Schedule 1) by the Commencement Date (set out in Schedule 6);
- c. submit such of the Application Documents (set out in Schedule 2) as are required by the local planning authority, in the format(s) requested with the Planning Application when it is submitted to WHBC;
- d. comply with the Performance Standards (set out in Schedule 3); and
- e. comply with the Performance Deadlines (set out in Schedule 6).

7. WHBC's Obligations

7.1 Without prejudice to its other obligations as local planning authority, WHBC agrees to use its reasonable endeavours to:

- a. designate a planning officers who alone or as part of a team be responsible for overseeing or carrying out the functions in accordance with this PPA;
- b. follow the agreed Pre-application Progress Plan (set out in Schedule 5);
- c. comply with the Performance Standards (set out in Schedule 4): and
- d. comply with the Performance Deadlines (set out in Schedule 6).

8. Fees

[NOTE: Select the paragraphs 8.1 or 8.2 or to 8.5 (or combinations thereof) necessary depending on the fees that are agreed to be paid]

8.1 In consideration of this PPA, and in addition to the application fees payable under Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) Regulations 2012 upon submission of the Planning Application, the Developer agrees to pay:

- (a) WHBC's pre-application charges of £xxx inclusive of VAT to assist WHBC in providing the level of service required to meet its obligations under this PPA to be paid within 5 working days following the signing of this PPA.

1.2 The Developer shall have 5 working days following receipt of the valid VAT invoice referred to in clause 8.1 to query any matter identified. Any sums not subject to a query shall be paid by the Developer at the end of the 5 working day period.

- (a) If the Developer does not respond within the 5 working day period, all

such matters shall be deemed approved and the Developer shall pay the full amount claimed at the end of such period.

8.3 WHBC may require external consultants to provide independent advice in relation to the following matters:

- a. [Development viability appraisal]
- b. [Sunlight and daylight impacts]
- c. [Retail impacts]
- d. [Transport appraisals]
- e. [EIA assessment]
- f. [Marketing assessment]
- g. [Others]

8.4 Should such external independent advice be required the Developer agrees to WHBC commissioning the appropriate consultant(s). WHBC will consult with the Developer on the commission and take into account any views expressed by the Developer. The Developer will pay for the cost of the consultant(s).

8.5 The Developer agrees in principle to pay the reasonable and proper legal costs incurred by WHBC for work associated with the drafting and engrossments of any legal agreement(s) necessary for the determination of the Planning Application.

9. Confidentiality

9.1 WHBC is governed by the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 in how it handles the information that it holds. WHBC will treat as confidential the pre-application information it receives from the Developer up until the point that the scheme is reported to the Council's Strategic Planning Committee or otherwise made public by the Developer.

SCHEDULE 1 The Development

Address of the application site: []
Description of the Development: []

SCHEDULE 2 The Application Documents

The parties to this PPA agree 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 plans/information necessary to properly describe the development
- Ownership certificate (including Agricultural holding certificate) & notice
- Design and access statement
- Appropriate fee

The statutory local list of planning application requirements (subject to further discussions with WHBC): [amend as appropriate]

-

The additional local list of planning application requirements (subject to further discussions with WHBC): [amend as appropriate]

-

These documents should be provided in paper as well as an electronic copy. Electronic copies **shall not** include any confidential information, such as signatures, private phone numbers, children under the age of 18 or vulnerable adults.

SCHEDULE 3

The Developer's Performance Standards

The Developer agrees to use its reasonable endeavours to achieve the following performance standards at all times:

- a. To carry out such public consultation as may be reasonably requested by WHBC as soon as reasonably practicable, in accordance with the Statement of Community Involvement. Such public consultation might include a presentation to the Council's Development Consultation Development Consultation Forum, the timing of which should enable amendments to be made to the application prior to submission, if required and agreed to by the Developer.
- b. To consult with the Environment Agency, [...], [...], [...] etc in respect of the Planning Application and not to submit the Planning Application to WHBC unless and until it has obtained the written response of the said consultees in respect of the Development.
- c. To wherever possible address any concerns raised by any consultee prior to the submission of the Planning Application to WHBC.
- d. To include a Statement of Community Involvement with the Planning Application, explaining the pre-submission consultation process, detailing the feedback received from consultees and setting out how the Developer has taken account of the responses to consultation.
- e. To provide WHBC with such reasonable additional information as may be requested within 5 working days of such written request from WHBC (or such other time period as may be agreed) in order to enable WHBC to discharge its responsibilities.
- f. To provide to WHBC at least 3 working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.

SCHEDULE 4
WHBC's Performance Standards

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

- a. Respond substantively to all emails, letters and telephone calls within 10 working days of receipt. Where circumstances beyond the reasonable control of WHBC prevent its compliance with this Performance Standard, WHBC shall in each case notify the Developer of such circumstances.
- b. Notify the Developer no later than 5 working days prior to any meeting of the Development Management Committee at which any report or matter relevant to the Development will be discussed and or considered and to provide the Developer with a copy of any report to the Development Management Committee at that time.
- c. To provide to the Developer within 5 working days, following approval, of any meeting, the minutes or action points arising from that meeting.

SCHEDULE 5
Pre-Application Progress Plan

The parties to the PPA have agreed to progress the pre-application process to the timetable set out [below/or] Project Plan document. This will be subject to monitoring and mutual adjustment as necessary by the parties.

SCHEDULE 6

Performance Deadlines

The parties to this PPA shall use their reasonable endeavours to achieve the following performance deadlines.

- | | | |
|---|---|--|
| A | The Commencement Date: the date the Planning Application is received by WHBC | [] day of [...] 200[] |
| B | The Determination Date: the date the Planning Application is to be reported to committee or considered under delegated powers by WHBC | [] day of [...] 200[] |
| C | The Decision Date: the date the planning decision is issued by WHBC | [] day of [...] 200[]

Not later than 20 working days after committee or delegated determination of the application by WHBC subject to completion of a relevant s106 planning obligation. |
| D | Conditions Submitted Date: the date conditions are submitted to WHBC for Discharge | [] day of [...] 200[] |
| E | Determination of Conditions Date: the date the Discharge of Conditions Application(s) are determined | [] day of [...] 200[] |

Signatures (One signed copy for each party)

Signed by the parties or their duly authorised representatives:

Signed by [] and duly authorised for and on behalf of [The Developer]

Authorised signatory
Title

Date:

Signed by [] and duly authorised for and on behalf of Welwyn Hatfield Borough Council

Authorised signatory
Title

Date: