

## Planning Performance Agreement – Example Pre-App Stage

Relating to the preparation, submission and determination of:

***(Application site address)***

This agreement is made on *(enter date)* between:

**London Borough of Southwark** (the Council),  
160 Tooley Street, London, SE1 2TZ

and

***(Applicant name)*** (the Applicant),  
*(Applicant address)*

## 1. Background and Purpose

1.1. London Borough of Southwark (The Council) is the Local Planning Authority (LPA) for the area in which the proposed development site is located.

1.2. (*Applicant name*) (The Applicant) will enter into formal pre-application discussions with the Council regarding the proposal for:

***(Development description)***

1.3. The Applicant intends to formally submit a full planning application (for the Council's determination) in (*expected submission date*).

1.4. This Planning Performance Agreement (PPA) is an agreement between the LPA and the Applicant to provide a project management framework for handling the potential development of this site. It 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.

1.5. This PPA seeks to:

1.5.1. Agree a mechanism for holding regular meetings with officers in order to facilitate the submission of the application in the agreed timeframe;

1.5.2. Agree a programme for meetings with other stakeholders and a full public engagement process;

1.5.3. Establish project milestones to maintain programme; and,

1.5.4. Establish mechanisms for regular reviewing progress.

1.6. This agreement will not fetter the Council in exercising its statutory duties as local planning authority. It will not influence the determination of the planning (and any related) application(s) or the impartiality of the Council.

1.7. This agreement will not restrict or inhibit the Applicant from exercising the right of appeal in respect of any decision issued by the Local Planning Authority under Section 78 of the Town and Country Planning Act 1990 (as amended) nor the right to request (pursuant to Article 7 (6) of the Mayor of London Order 2008) that the Mayor of London issues a Direction pursuant to Section 2A of the Town and Country Planning Act 1990 (as amended).

## 2. General Principles

2.1. This agreement will be effective for the period up to the determination of the application, and The Council and The Applicant agree to be governed by the following principles up until the determination of the application:

- 2.1.1. To act with fairness and in good faith in relation of all matters associated the handling of the planning application;
- 2.1.2. To be prompt in the response to any requests for clarification or further information;
- 2.1.3. To make arrangements for meetings and ensure that the principal contacts for the application are available for meetings insofar as is reasonably practical; and,
- 2.1.4. To use reasonable endeavours to adhere to the timetable for the project.

2.2. The agreement will be terminated where:

- 2.2.1. the Applicant submits an appeal in relation to the planning application(s) under Section 78 of the Town and Country Planning Act 1990 (as amended);
- 2.2.2. the planning application is called in by the Secretary of State; or
- 2.2.3. the Mayor of London issues a Direction pursuant to Section 2A of the Town and Country Planning Act 1990 Act (as amended).

### Key Contacts

The Applicant - Principal Contacts:-

<b>Name (Position)</b>	<b>Contact Details</b>
<i>(Contact name and position)</i>	<i>(Email address and phone number)</i>
<i>(Contact name and position)</i>	<i>(Email address and phone number)</i>
<i>(Contact name and position)</i>	<i>(Email address and phone number)</i>

The Council - Principal Contacts:

<b>Name (Position)</b>	<b>Contact Details</b>
<i>(Contact name and position)</i>	<i>(Email address and phone number)</i>

<b>Name (Position)</b>	<b>Contact Details</b>
<i>(Contact name and position)</i>	<i>(Email address and phone number)</i>

### 3. Timetable and Obligations

#### Programme / Timetable

- 3.1. This PPA has been agreed to ensure that the project programme is carried out in a timely manner and as expeditiously as is practicable, having regard to the timetable set out in this agreement and compliance with relevant statutory procedures.
- 3.2. The timetable is agreed between the principal contacts above and will be reviewed at regular intervals to take into consideration any unforeseen circumstances. Both parties may agree to adjust the timetable to reflect the progress of the project programme through the use of a PPA Addendum.
- 3.3. The list of meetings provided is indicative only and the topics can be re-ordered or altered by the Council or the Applicant so long as both parties agree. The overall number of meetings proposed is fixed. The Applicant will be responsible for additional charges for meetings that fall outside of this Agreement.
- 3.4. Both parties agree to act reasonably, properly and diligently in delivering upon this PPA. Both parties undertake to meet and/or discuss matters by telephone or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.

#### Pre-application Process

- 3.5. The parties shall attend project meetings in accordance with the agreed timetable, at the confirmed premises (or via an online meeting platform) to discuss any matters to assist the pre-application process including:
  - 3.5.1. progress in respect of fulfilling the milestones within the programme;
  - 3.5.2. any consultation response or any other communication received by the Council during the preceding period; and
  - 3.5.3. any other matters arising in respect of the pre-application process.
- 3.6. The Applicant will submit an agenda and any relevant plans, documents and/or other preparatory material at least five working days prior to the project meeting and will issue notes of the meeting no later than five working days after the meeting. The

Council will within five working days of receipt of the notes confirm whether these are an accurate and fair record of the meeting, and will add any additional notes that were unable to be discussed due to time constraints during the meeting – such notes will be clearly labelled ‘post meeting note’.

- 3.7. The Council’s Case Officer will maintain a live ‘Issues List’ and will send this to the Applicant’s Planning Consultant on a fortnightly basis. In the event that the Applicant’s Planning Consultant wishes to hold a call to discuss any matters in connection with the Issues List, live actions and/or the application, the Case Officer will make best endeavours to hold the call within 2 working days of the request, and will in any case liaise with the Applicant’s Planning Consultant in accordance with paragraph 3.4 of this Planning Performance Agreement, with a view to ensuring the timely delivery of this Agreement.
- 3.8. The Applicant will attend up to two Design Review Panels with the Council. The Applicant agrees to submit the relevant information to the Council prior to the DRP in line with the formal requirements. The Applicant agrees to pay the relevant fee for the DRP. The Council agrees to provide written feedback from the DRP within 14 days of the meeting (subject to the agreement of the DRP Chair).
- 3.9. The Applicant will arrange meetings with the Greater London Authority (GLA) and Transport for London (TfL) and will use reasonable endeavours to ensure the Council’s Principal Contact can attend. The Applicant will issue notes of these meetings no later than five working days after the meeting.
- 3.10. In the event that any external consultants are considered necessary to deal with aspects of the scheme that the Council is unable to deal with internally, the Council will notify the Applicant expeditiously and will seek to agree the need for the appointment, the costs and choice of the consultant, and for those appointments to be in place at the appropriate time during the pre-application process. If the costs cannot be agreed the Council will seek 2 further quotes from other consultants and once agreed the Applicant will undertake to pay the agreed reasonable costs of external consultants appointed by the Council.
- 3.11. Please note that this Agreement excludes costs required to cover independent viability testing. The Council will notify the Applicant expeditiously and will seek to agree the need for the appointment, the costs and choice of the viability consultant, and for that appointment to be in place at the appropriate time during the pre-application process. If the costs cannot be agreed the Council will seek 2 further quotes from other consultants and once agreed the Applicant will undertake to pay the agreed reasonable costs of external consultants appointed by the Council.

#### Submission of the Application

- 3.12. The Applicant will endeavour to formally submit all documentation, drawings, application fees and other supporting information related to the relevant application at a specific date agreed by both parties.
- 3.13. The Council will complete checking and validation of the planning application information within 10 working days of receipt of the application submission, or advise if the documents are invalid, and if so, what is required to make the application valid.
- 3.14. The Council will issue consultation letters within 5 working days of validating the application.

#### Consideration of the Application

- 3.15. The Council will advise the Applicant in a timely fashion of any issues that arise as a result of divisional, internal, external consultation responses received on the application so that any matters arising can be addressed by the Applicant at the earliest opportunity.
- 3.16. Both parties will address expeditiously any requests for clarification and/or further information.
- 3.17. Both parties will act with fairness and will not act in a way which is wilfully intended to diminish the effect of all matters related to the handling of the application and will work jointly in complying with their respective obligations under this agreement.
- 3.18. The Applicant agrees to use its reasonable endeavours to provide the Council with such additional information as may be reasonably requested within 10 working days of such written request from the Council (or such other time period as may be agreed) in order to enable the Council to discharge its responsibilities.
- 3.19. The Applicant will meet the Council's reasonable costs in carrying out any statutory re-consultation where this is necessary due to errors or omissions made by the Applicant in the original submission, material changes made to the application through the course of the planning application process, or to address key issues arising through consultation or negotiation.
- 3.20. Both parties agree that it would be beneficial to proceed with a draft of any Section 106 agreement; subject to receipt of the necessary information, the Council will instruct its legal team to issue a first draft of the S106 Agreement to the Applicant's legal representative within 3 months of validation of the application.
- 3.21. The Council agrees to arrange a Briefing for Planning Committee members 3 weeks prior to the application being heard at the Planning Committee. Attendance of the

applicant at this briefing will be at the discretion of the Chair.

- 3.22. The Council will advise the Applicant at the earliest possible opportunity of any issues that arise which it considers must be resolved prior to reporting the application to the Strategic Development Committee and will work with the Applicant in good faith to resolve these issues as a priority with the aim of keeping to the agreed timetable for the application.

#### Determination of the Application

- 3.23. The Council shall seek to report the application to the Planning Committee within the timeframe agreed with the Applicant in Appendix 2, subject to all necessary issues being resolved.
- 3.24. Subject to a recommendation to approve the planning application the Council agrees to provide the Applicant with a copy of the draft planning conditions and draft S106 Heads of Terms for any permission at least 28 working days prior to the Committee.
- 3.25. The Council will advise the Mayor of London of the Committee's resolution on the application and will refer the application to the Mayor for his consideration under Stage 2 within 4 weeks of the Committee meeting, subject to the Section 106 Agreement having reached a sufficiently detailed stage of drafting.
- 3.26. Subject to the relevant Committee resolving to grant permission for the proposal (and no intervention by the Mayor of London), the Council will aim to conclude the S106 Agreement within 8 weeks of the Mayor's decision, subject to both parties being satisfied with the details of the Agreement.

## **4. Fees**

- 4.1. The Applicant agrees to pay the Council a fixed fee of (£ *agreed fee*) + VAT to assist them in providing the level of service required to meet its obligations under this PPA.
- 4.2. The Applicant will split the PPA fees liable to be paid to LBS as follows:
- a. (*Agreed fee*) upon signing of this PPA;
  - b. (*Agreed fee*) no later than twenty-six weeks from the date of signing this PPA;
  - c. (*Agreed fee*) upon validation of the Planning Application;
  - d. (*Agreed fee*) upon confirmation of the Planning Committee date.
- 4.3. Fees will be paid by BACS within 5 working days of completion of the relevant milestone set out above.

- 4.4. The PPA fee is in addition to any application fees payable under the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012, as amended.