

Planning Performance Agreement - Example Template

Relating to the determination of applications to discharge conditions and Section 106 Agreement obligations at:

(Application site)

This agreement is made on (date) between:

London Borough of Southwark [the Council], 160 Tooley Street, SE1 2TZ

and

(Applicant name) [the Applicant], (Applicant address)

Purpose

London Borough of Southwark [The Council] is the Local Planning Authority (LPA) responsible for determining applications for discharge of conditions and obligation relating to permission (*planning reference number*).

(*The Applicant*) [The Applicant] has indicated that they intend to implement the above permission, and recognise that the timely and efficient discharge of conditions and obligations will require a level of resource to be dedicated to this process by the Council.

This Planning Performance Agreement (PPA) is an agreement between the LPA and the Applicant to provide a project management framework for handling the discharge of conditions and obligations for the 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.

This PPA seeks to:

- agree a programme for the submission of applications to discharge conditions and obligations (subject to review and variation from time to time);
- agree a process by which the submissions referred to above will be reviewed and validated, and any issues relayed to the applicant in a timely manner; and
- establish a process for tracking and monitoring progress towards determination, and a process for escalation of any concerns which cannot be resolved by the dedicated case officer.

This PPA will not fetter the Council in exercising its statutory duties as local planning authority. It will not influence the determination of any application subject to the agreement.

This PPA will not restrict or inhibit the Applicant from exercising the right of appeal any decision issued by the LPA under Section 78 of the Town and Country Planning Act 1990 (as amended) (where relevant).

General Principles

This PPA will be effective for the period up to the determination of the final pre occupation/use/installation condition or obligation relating to permission (*planning reference*) (and/or any subsequent amended permissions). The Council and the Applicant agree to be governed by the following principles:

- to act with fairness and in good faith in relation of all matters associated the handling of the applications;

- to be prompt in the response to any requests for clarification or further information;
- to make arrangements for meetings where these are deemed necessary to resolve outstanding issues; and
- to use reasonable endeavours to reach a positive determination of each submission in a timely manner (planning conditions to be determined within the 8 week target period, unless agreed otherwise between the applicant and the LPA).

The parties have agreed that the conditions and obligations listed in Appendix 1 of this PPA will be required to be submitted for formal discharge by the Council.

PPA Fee

The Applicant will pay an administration charge of (*agreed fee*), comprising:

- (*agreed fee*), per submission to discharge a condition or obligation (in addition to the standard statutory fee for the submission of any Approval of Details application)

The parties have agreed that the conditions and obligations listed in Appendix 1 will be discharged in two stages. The fee of (*agreed fee*), will be paid in two instalments of (*agreed fee*),. The first instalment is to be paid within 5 days of signing this PPA. The second instalment is to be paid no later than the submission of the first pre occupation/use/installation (whichever is the case) condition or obligation discharge.

The schedule below summarises the two tranches:

Tranche ref.	Scope	No. of items	Total no. of items	Pack fee	Payment trigger
Post-decision details					
1	<u>ALL</u> planning conditions with a 'Prior to Above Ground Works' trigger or earlier				Pack fee to be paid in full no later than 5 days upon signing this PDPPA
	<u>ALL</u> planning obligations with a 'Prior to Above Ground				

Tranche ref.	Scope	No. of items	Total no. of items	Pack fee	Payment trigger
	Works' trigger or earlier				
2	<u>ALL</u> planning conditions with a 'Prior to Occupation' trigger or subsequent				Pack fee to be paid in full no later than the first of these submissions
	<u>ALL</u> planning obligations with a 'Prior to Occupation' trigger or subsequent				

Exclusions from the scope of the PPA

This PPA does not include (*details of works which are not included in the agreed costs*) to planning permission (*planning reference*). Such additional applications would be subject to additional fees to be agreed where appropriate.

Supervision and contact details

The Council will endeavour to provide consistent officer support to the applicant, through dedicated case officers and supervising officers who are familiar with the application. On the date of signing this PPA, the principal contacts for the two parties are as follows:

The Applicant - Principal Contacts

Name, Position and Organisation	Contact Details
(Contact 1)	(Email address and phone number)
(Contact 2)	(Email address and phone number)
(Contact 3)	(Email address and phone number)

The Council - Principal Contacts

Name, Position and Organisation	Contact Details
(Contact 1)	(Email address and phone number)
(Contact 2)	(Email address and phone number)

Signatures (One signed copy for each party)

Signed by the parties or their duly authorised representatives:

Signed)
and duly authorised)
for and on behalf of)
London Borough of Southwark)

Signed)
and duly authorised)
for and on behalf of)
(The applicant)

Date: *(date the PPA is signed)*

