

Planning Performance Agreement – [STATE ADDRESS]

Relating to the preparation, submission and determination of the following proposal :

[STATE PROPOSAL

ADDRESS]

Council Ref: []

Applicant: []

This agreement is made on **[DATE]** between:

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

and

[CONFIRM APPLICANT DETAILS HERE]

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. [XXXXXX] (The Applicant) will enter into formal pre-application discussions with the Council regarding the proposal for:

CONFIRM PROPOSAL

- 1.3. The Site [ADDRESS] is [DESCRIBE SITE HERE].
- 1.4. [ANY RELEVANT HISTORY HERE (FOR EXAMPLE IS THIS IS A FOLLOW ON PROPOSAL TO SOMETHING ALREADY APPROVED)]
- 1.5. This PPA relates to the submission of a [CONFIRM APP TYPE HERE].
- 1.6. The Applicant intends to formally submit a [full] planning application (for the Council's determination) in [CONFIRM ANTICIPATED SUBMISSION DATE HERE].
- 1.7. 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.
- 1.8. This PPA seeks to:
 - 1.8.1. Agree a mechanism for holding regular meetings with officers in order to facilitate the submission of the application in the agreed timeframe;
 - 1.8.2. Agree a programme for meetings with other stakeholders and a full public engagement process;
 - 1.8.3. Establish project milestones to maintain programme; and,
 - 1.8.4. Establish mechanisms for regular reviewing progress.
- 1.9. 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.
- 1.10. 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:

Name (Position)	Contact Details

The Council - Principal Contacts:

Name (Position)	Contact Details
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Name (Position)	Contact Details
Colin Wilson (Head of Strategic Development)	Colin.wilson@southwark.gov.uk
Other Council officers may attend meetings/provide feedback on relevant issues as and when required	

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/is not fixed – this will be for the case officer to decide depending on the scope of the PPA and the fee agreed] and it may be appropriate for Council officers to attend other meetings. However, the fee secured as part of this PPA covers a reasonable level of officer resource required to facilitate the indicative programme, up to the anticipated submission date/determinations date {delete as appropriate} of CONFIRM DATE HERE. If additional resource is required beyond CONFIRM DATE HERE or significant additional resource is required beyond the anticipated programme, it remains open to the Council to re-evaluate the level of fee to be paid. Any additional resource required will be agreed in writing with the Applicant.
- 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. It is intended for meetings to be held in person at a location arranged with the Council, unless otherwise agreed. It is also recognized that dialogue and discussions will take place with the Council between meetings in the form of email correspondence, telephone conversations and/or MS Teams calls as appropriate.
- 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. The [Council/Applicant – case officer to decide which is the preferred option] will within five working days of a meeting issue a summary note of the meeting
- 3.7. If requested by the Council, 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 Council agrees to provide written feedback from the DRP within 14 days of the meeting (subject to the agreement of the DRP Chair).
- 3.8. If appropriate, the Applicant will arrange meetings with the Greater London Authority (GLA), Transport for London (TfL) and other statutory parties as relevant 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.
- 3.9. 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, such as viability, EIA advice, and other specialists, the Council will notify the Applicant expeditiously and will seek to agree the costs and for those appointments to be in place at the appropriate time during the pre-application or application process. The Applicant will undertake to pay the agreed reasonable costs of external consultants appointed by the Council. All fees must be paid before the application will be reported to committee.
- 3.10. 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 costs and for that appointment to be in place at the appropriate time during the application process. The Applicant will undertake to pay the agreed reasonable costs of external consultants appointed by the Council.
- 3.11. At the end of the Pre App Process the Council will issue a formal letter outlining the matters discussed at pre application stage, identifying if any issues remain unresolved and confirming plans and documents required for the application. A copy

of that letter will be placed on the public planning register when a formal application is submitted

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. Both parties agree that it would be beneficial to proceed with a draft of any Section 106 agreement (if a recommendation to approve the application is intended); subject to receipt of the necessary information, the Council will instruct its legal team to prepare a first draft of the S106 Agreement and issue it to the Applicant's legal representative as soon as possible after Heads of Terms have been agreed and the solicitor undertaking provided.
- 3.20. The Council agrees to arrange a Briefing for Planning Committee members prior to the application being heard at the Planning Committee.

3.21. 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 Planning 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

3.22. The Council shall seek to report the application to the Planning Committee within the timeframe agreed with the Applicant in Appendix A, subject to all necessary issues being resolved and availability on the Planning Committee agenda.

3.23. Subject to a recommendation to approve the planning application the Council agrees to provide the Applicant with a copy of the draft planning conditions.

3.24. 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 as soon as possible after the Committee meeting, subject to the Section 106 Agreement having reached a sufficiently detailed stage of drafting and the draft minutes of the Committee meeting being available.

3.25. 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 S106 Agreement.

4. Fees

4.1. The Applicant agrees to pay the Council a fixed fee of **£XXXXXX + VAT** to assist them in providing the level of service required to meet its obligations under this PPA. Should additional meetings or additional work be needed, an additional fee will be agreed between the Council and the Applicant as set out in section 3.3 above.

4.2. **The Applicant will pay the fee upon signing of this PPA (or for fees over £100k agree no more than 3 installments);**

4.3. Fees will be paid by BACS within 30 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.

4.5. The PPA fee does not include additional costs that may be required for external advisers (for example viability, EIA) and legal costs. Any additional fees will be paid by the Applicant and invoices will be issued in line with the invoicing details below.

4.6. This PPA does not cover any post determination resource for this Site.

5. Details for invoicing purposes

5.1 Name and address of company to be invoiced by London Borough of Southwark for the PPA payment. []

5.2 Is the company registered as a London Borough of Southwark customer for invoice purposes?
[Yes/No/Unsure]

5.3 Name, telephone and email contact details of the individual at the company to be invoiced responsible for dealing with the invoice.

Name: []

Telephone/mobile: []

Email: []

6. 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

Colin Wilson

Signed
and duly authorised
for and on behalf of
[the Applicant]

Date: []

Appendix A – Project Programme

The Council and the Applicant shall work to ensure that the Planning Applications are progressed in accordance with the following Indicative Programme (unless subsequently varied in writing).

Date	Key Milestone	Meeting Topics (to include)
	Kick- off Meeting / PPA 1	•

Appendix B – Planning Application Supporting Documents

- Planning Application Fee
- Application Form & Ownership Certificate
- CIL Additional Information Requirement Form
- Location Plan (1:1250 or 1:2500)
- Site Plan (1:100 or 1:200)
- Design and Access Statement
- Existing and Proposed Floor Plans (1:50, 1:100, 1:200)
- Existing and Proposed Elevations (1:50, 1:100, 1:200)
- Existing and Proposed Sections (1:50, 1:100, 1:200)

Add other deliverables here – refer to validation checklist

Note, deliverables to be finalised once full scope of works confirmed.