

Proforma

PLANNING PERFORMANCE AGREEMENT

Between

TANDRIDGE DISTRICT COUNCIL

And

XXXXXXX

In respect of [SITE ADDRESS]

DATED : XX XXXX 20XX

1. Introduction

- 1.1 This Planning Performance Agreement (PPA) is made on **XX XXXX 20XX** between:
- (1) Tandridge District Council (TDC) of 8 Station Rd E, Oxted RH8 0BT (“**TDC**”), and
 - (2) **XXX** of **xxxxx** (“**The Applicant**”)
- 1.2 The PPA covers the process from **[stage of planning process]** through to **[stage of planning process]** for **[proposal]** of **[address]** shown on site plan in Appendix A
- 1.3 The PPA provides a project management framework within which to progress the proposal and identifies the project team and their responsibilities, the key tasks and target timescales.
- 1.4 The applicant and TDC are entering into this Planning Performance Agreement (PPA) for the following purposes:
- XXXXX**
- 1.5 The PPA applies from **[date]** and shall remain in force until **[date]**, or such time that an extension of time is agreed. The PPA shall cease upon the expiry of such period.
- 1.6 In the event that circumstances change or timetabled dates (the ‘Work Plan’) require alteration, a review and agreed amendment to the project programme will be sought.

2. Status

- 2.1 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
- 2.2 This PPA does not constitute a legally binding contract, nor is it intended to prejudice or influence the determination of the planning application in any way. Rather, it is a memorandum of understanding between TDC and the Applicant.
- 2.3 Nothing in this agreement shall restrict or inhibit TDC from properly exercising its role as the Local Planning Authority or the Applicant from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.

3. Joint Working

- 3.1 All parties shall act reasonably and with the utmost fairness towards each other in respect of all matters in respect of the handling of the pre-app process and any subsequent Planning application and to work jointly with each other in complying with their respective obligations under this Agreement.

3.2 TDC and the Applicant agree to be governed at all times by the following principles:

Principle 1:	To work together as a team and in good faith, and to respect each other's interests and confidentiality.
Principle 2:	To commit and provide promptly information to support and manage the Development Management process.
Principle 3:	To be transparent and consistent at all times between all parties so that outcomes are anticipated, defined and understood.
Principle 4:	To provide effective involvement and consultation with the surrounding community, statutory and other stakeholders, and any individual or group with a legitimate interest.
Principle 5:	To reach agreement on milestones which will remain fixed unless agreed otherwise.
Principle 6:	To identify and involve specialist consultees and advisors where appropriate.

4. Applicant Obligations

4.1 The Applicant agrees to:

- 4.1.1 Use its reasonable endeavors to achieve the performance standards set out in Schedule 3.
- 4.1.2 Comply with and facilitate the compliance by TDC with the indicative timescales set out in Schedule X

5 TDC obligations

5.1 Without prejudice to its other obligations as the Local Planning Authority, TDC agrees to:

- 5.1.1 Use its reasonable endeavors to achieve the performance standards set out in Schedule X.
- 5.1.2 Comply with and facilitate the compliance by the applicant with the indicative timescales set out in Schedule X

6 Breach and Termination

- 6.1 The parties entering into the PPA agreement may, by written notice, terminate a PPA with immediate effect in the event that:
- (i) the other commits a material breach of any of the terms of this Agreement and in the event of a breach which is capable of remedy, fails to make good any such breach within 7 days of being required so to do by written notice identifying the breach and steps which must be taken to remedy it; or
 - (ii) (ii) The applicant or Council wishes to terminate the agreement for any other reason.
- 6.2 The parties' rights, duties and responsibilities shall continue in full force during any termination notice period.

7 Planning Policy Context

- 7.1 The relevant policies and guidance documents applicable to this development are:

National Policy and Guidance

- 7.2 The following national policy and guidance are of particular relevance to the proposals:
- National Planning Policy Framework; and,
 - National Planning Policy Guidance.

Strategic and Local Policy

- 7.3 The adopted policy framework comprises:
- Tandridge District Core Strategy 2008;
 - Tandridge Local Plan: Part 2 – Detailed Policies 2014;

The following neighbourhood plans apply:

[Add as appropriate]

- 7.4 The following strategic and local guidance documents are of particular relevance to the proposals:

[Add as appropriate]

8 Programme

- 8.1 The PPA Project Programme (Schedule 4) is devised to provide a realistic timeframe for providing pre-application advice / determining the planning application and includes an indication of the overall timeframe and an indicative timetable of meetings which may be subject to change as agreed.
- 8.2 Meetings shall be carried out in accordance with the Performance Standards set out Schedules 2 and 3 and shall, at the reasonable request of the Applicant (and subject to the agreement by the case officer) be attended by the TDC case officer and relevant consultees.
- 8.3 The Applicant and TDC acknowledge that the timeframe may be subject to change which will be kept under review moving forward.
- 8.4 In agreeing to this timeframe, the Applicant and TDC agree to extend the statutory period for determination of the planning application under Article 29 of the Town and Country Planning (Development Management Procedure) (England) Order 2010.

9 Confidentiality

- 9.1 Confidentiality protocols will be agreed and applied to specific issues and/or information as they emerge.

10 Charges

- 10.1 The Applicant agrees to pay the Council providing the pre-application services to the Applicant pursuant to this PPA in accordance with the rates detailed in Schedule 6. The LPA's fees do not include:

- Planning Application fee
- Design Review Panel fees [insert amount]
- All legal fees associated with the preparation and completion of a S106 agreement
If required, details of the Applicant's Solicitor shall be provided on the signing of this agreement to enable completion of the S106 within the project programme (as may be amended by this agreement);
- [insert other (if relevant)]

- 10.2 Where specialist advice is agreed to be required, and is not available from internal TDC departments, the Council will seek to procure that advice from external parties. The council will obtain quotes from external parties for any external services and share these with the Applicant. Fees for external consultants or specialist fees will be agreed at the relevant time, such agreement to be in writing. Costs of the additional agree consultants shall be payable within 30 working days of the date of receipt of a written demand for TDC, accompanied by evidence of incurred costs as the applicant may reasonable require (including but not limited to any relevant invoices). The Applicant shall not be responsible for any costs of specialists or consultants unless it has given its prior written approval to TDC incurring such cost;

10.3 In the event of failure to pay the agreed fees in full accordance with the agreed payment schedule at Schedule 6 no further work will be undertaken and TDC shall be entitled to apply interest at a rate of 2% above the base rate applied by [insert Council's bank].

10.4 The Applicant will pay any reasonable costs incurred by the Council to attend meetings other than at the TDC offices. (Travelling time at the rate of £xx per hour (exc. VAT) per officer and travelling expenses). This must be agreed in advance with the applicant.

10.5 The total cost of the PPA is £[Insert] (including VAT).

10.6 The Council, if necessary, shall inform the Applicant as soon as it becomes aware that the costs to the Council of providing the pre-application services pursuant to this PPA may exceed that amount and inform the Applicant of a further estimate of costs for services to be provided pursuant to this PPA.

10.7 No refund will be made on any payment once payment is made.

11 Amendment / Review of Agreement

11.1 Amendments to the agreement, charges, meeting schedule and revision of timescales (as set out in the Project Programme) shall be subject to review as may be agreed in writing between the parties.

12 Agreement

12.1 The above Planning Performance Agreement (PPA) has been agreed between Tandridge District Council and XX.

12.2 This agreement will be effective for the period up to the determination of the pre-application / application scheme. The Term will be subject to review as may be agreed between the Applicant and the Council

Signed by..... for and on behalf of
The Applicant

in the presence of:

Authorised signatory

Signed by.....for and on behalf of
Tandridge District Council

in the presence of:

Authorised signatory

Schedule 1

The Development

Site Plan

[Insert site plan]

Address of the application site:

XX

Description of the Development:

The project relates to a planning proposal for the development of the above site by [Insert applicant name] to deliver the scheme outlined below.

The applicant's current proposal which is subject to the PPA process is described a [Insert description as appropriate]

Schedule 2

The Applicant's Performance Standards

The applicant agrees to achieve the following performance standards at all times:

1. To comply with the Project Programme so far as it places obligations on the Developer.
2. [Insert specific standards for PPA]

Schedule 3

TDC's Performance Standards

In addition to its statutory obligations, TDC agrees to achieve the following performance standards at all times:

1. To designate a qualified and experienced planning officer ("the Project Manager") who alone or as part of a team shall be responsible for overseeing or carrying out the Planning Functions in accordance with this Agreement.
2. [Insert specific standards for PPA]

Schedule 4

Project Programme

Insert specific agreed programme

Will cover overall timeframe with key milestones and meeting schedule

Schedule 5

Project Team

For both parties to work constructively and productively it is vital that key project team members are identified along with direct contact details

The Applicants Project Team

Role	Organisation	Contact Details
Applicant		
Planning		
Architect		
Highways		
Environmental		
Legal		

TDC's Project Team

Name/Position	Contact Details
Chief Planning Officer	
Development Management Manager	
Project Manager	
Insert specific internal leads as required (Trees, ecology, design, heritage, CIL/S106, SUDS, climate action/sustainability etc)	

Schedule 6

Fee schedule

Add in agreed fees and payment schedule

Broken down by time and costs for:

- DM officers
- Other internal specialists
- Fees for procuring agreed external advice/skills (including specialist consultants and County and other statutory consultees who charge pre-app fees)

The total amount is invoiced on a [monthly, quarterly or on milestone] basis.

The first installment will be invoiced on signing of the PPA. No work will commence on the PPA until the initial payment is received. Subsequent installments will be invoiced on [insert schedule].

The payment of any sum will be due within 30 days of the date of such invoice by TDC

TDC will issue invoices to:

[Insert Applicants full name and address where invoice will be sent to]

Schedule 7

The Pre-application / Application Documents

Based on the emerging proposal the applicant will agree with TDC the application content. The content of the application shall be consistent with the Council's adopted validation checklist.

The Parties to this Agreement agree that the Planning Application shall be accompanied by the following documents (delete or add as appropriate):

- Application fee
- Application form
- Ownership and Agricultural Holdings certificates
- Community Infrastructure Levy form
- Site location plan
- Existing and Proposed Plans
- Computer Generated Images (CGIs)
- Planning Statement, including Community Engagement Report, Residential Standards Statement, Open Space Assessment (demonstrating impact on/justification for loss of open space / community space)
- Affordable Housing Statement including evidence of discussion with Registered Providers
- Design & Access Statement
- Viability Statement to make reference to affordable housing and zero carbon standards
- Transport Statement, Parking Layouts and Tracking (including sustainable transport and cumulative impacts of proposals on key transport infrastructure (especially M23 and M25 junctions)
- Framework Construction Management Statement
- Energy Report
- Sustainability Statement, including Sustainable Construction Checklist
- Tree Report, Arboricultural Impact Assessment and Arboricultural Method Statement
- Ecology Report (including Biodiversity Net Gain)
- Heritage Statement
- Schedule of Works
- Health Impact Assessment
- Daylight/Sunlight Assessment
- Flood Risk Assessment and Surface Water Drainage Strategy
- Foul Water Drainage and Utilities Assessment
- Desk Study and Preliminary Site Assessment Report (contamination)
- Desk Based Archaeological Statement
- Draft Heads of Terms (HoTs) for the Section 106 Agreement
- Environmental Statement
- Landscape and Visual Impact Assessment

TDC will notify the applicant (through pre-application meetings) if any additional documents will be required in support of the application.

The Applicant will submit the application via the Planning Portal. The Council may request a hard copy of all documents which shall be agreed before submission. If the application is accompanied by an ES the number of hard copies submitted shall be agreed in advance of the submission or a minimum of 3. The applicant commits to sending 1 hard copy to the Secretary of State.

END