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| Evidence based research on national best practice in Local Authority approaches to pre-application discussions and Planning Performance Agreements (PPAs)**PPA Framework****March 2023** |







## Introduction

This framework is intended to assist Councils and applicants when drafting their own Planning Performance Agreements (PPA). Its contents are based on a research project undertaken by the University of Gloucestershire and Hyas Associates in 2022 for the Planning Advisory Service (PAS). The framework is derived from highlighted good practice examples, feedback, and views expressed and identified during the research.

This framework is not a draft template, but is designed in such a way that it can enable the creation of such a template by suggesting content and structure. You can tailor the framework to create a template unique to your area, focusing on any specific matters which are important to you. It is important to recognise that each site, proposal and situation is unique and the PPA needs to respond to that. Each PPA should be a bespoke to the proposal that is being considered, whilst following a common approach. The framework tries to provide a balance between prescription and flexibility to help you draft your PPA.

The framework has been drafted to be applicable to any development related matter. It could be used to cover any or all stages in the consent and delivery stage of a development proposal.

The framework should be adapted to suit the requirements of the proposition and partners involved – it is designed to be generic so that it can be used by a wide variety of different development proposals.

It is recommended that the framework is used at an inception meeting between the Council and applicant as a basis of discussion to agree the detail of the PPA.

On the following pages is a framework PPA. There are elements that require you to input the relevant details

## Planning Performance Agreement Template

# Title Page

PLANNING PERFORMANCE AGREEMENT

Date: <<INSERT DATE>>

Site address/description: <<INSERT SITE ADDRESS AND DESCRIPTION OF DEVELOPMENT>>

Pre-application reference numbers: <<INSERT WHERE APPROPRIATE>>

Between (relevant parties):

<<INSERT COUNCIL NAME>>

<<INSERT APPLICANT / LANDOWNER as appropriate>>

### GUIDANCE NOTES

This should include details of the site the PPA refers to, your Council name and the name of the applicant or landowner. If there are any other signatories such as statutory consultees these should be included as well. You may also want to add organisation logos.

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# Introduction and Purpose

The PPA has been developed between <<INSERT COUNCIL NAME>>(the Council) and <<INSERT APPLICANT>> (the Applicant) in recognition of their (The Parties) agreement to work collaboratively and seek to achieve the following outputs for <<INSERT SITE>>.

<<INSERT EXPECTED OUTPUTS>>

The location of this site is outlined in red on the plan attached at Appendix <<XXX>>

<<INSERT ANY COUNCIL MISSION STATREMENT / CORPORATE PRIOTIES OR KEY OBJECTIVES FOR THE PLANNING SYSTEM IF YOU FEEL NECCESSARY>>

<<INSERT NPPG AND NPPF REFERENCES IF YOU FEEL NECESSARY>>

PPAs are primarily aimed at large and/or complex proposals. They are voluntary and programme or project specific agreements are used to progress and co-ordinate large and complex proposals in an integrated, open and transparent way. They are a collaborative project management tool which aim to improve the quality of development and decision-making. The parties that are signatories to this agreement commit to an agreed approach, project programme and resource plan establishing project requirements and ensuring that all key planning issues are properly considered and resolved.

The agreement will apply from the date of its signature and remain in force until <<INSERT MILESTONE OR END DATE>>. The document can be revised subject to both parties agreeing the form and content of such changes in advance. Either party may terminate the agreement by providing <<INSERT NUMBER OF DAYS>> working days written notice of its intention to the other party or for any other reason set out below.

The agreement will be terminated if:

a) The Applicant submits an appeal in relation to the planning application under Section 78 of the Town and Country Planning Act 1990 (as amended); or

b) the planning application is called in by the Secretary of State.

<<ADD REASONS There may be other scenarios that you identify that would lead to the agreement being terminated immediately and these can be included here>>

This PPA does not constitute a legally binding contract nor is it intended to prejudge or influence the determination of any subsequent planning applications in any way. It does not commit the Council or the applicant to a particular outcome or resolution.

This Agreement 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. Section 93 of the Local Government Act 2003 allows local planning authorities to charge for providing discretionary services.

Nothing in the PPA will restrict or inhibit the Council from exercising its statutory functions and views about the development and nothing in this agreement shall predetermine the outcome of any planning application.

### GUIDANCE NOTES

This section sets the scene to the PPA. It identifies the site and the parties who are signatories to the agreement.

EXPECTED OUTPUTS This should explain what is hoped to be achieved. For example, the production of a masterplan; an outline planning consent; or effective project management of the pre-application and application process. These should be identified and agreed with the applicant in the inception workshop.

If the Council has a particular mission statement, Corporate Priority or key objectives for the planning system you may want to include them here.

You may want to reference the NPPF and PPG to ensure all readers are clear that the use of PPAs have Government backing. If these references are included elsewhere on the Council’s website you may choose to provide links to them. The relevant extracts from the NPPF and NPPG as of 1/1/23 are:

The National Planning Policy Framework (2021) states at paragraph 46:

*“Applicants and local planning authorities should consider the potential for voluntary planning performance agreements, where this might achieve a faster and more effective application process.”*

The Government’s Planning Practice Guidance identifies a PPA as follows:

*“A planning performance agreement is a project management tool which local planning authorities and applicants can use to agree timescales, actions and resources for handling particular applications. It should cover the pre-application and application stages but may also extend through to the post-application stage. Planning performance agreements can be particularly useful in setting out an efficient and transparent process for determining large and/or complex planning applications.*

### GUIDANCE NOTES CONTINUED

*They encourage joint working between the applicant and local planning authority and can also help to bring together other parties such as statutory consultees. A planning performance agreement is agreed voluntarily between the applicant and the local planning authority prior to the application being submitted and can be a useful focus of pre-application discussions about the issues that will need to be addressed.”*

Paragraph: 016 Reference ID: 20-016-20150326

PPAs are primarily aimed at large and / or complex proposals. They are voluntary and programme or project specific agreements used to progress and co-ordinate large and complex proposals in an integrated, open and transparent way. They are a collaborative project management tool which aim to improve the quality of development and decision-making. The parties that are signatories to this agreement commit to an agreed approach, project programme and resource plan establishing project requirements and ensuring that all key planning issues are properly considered and resolved.

MILESTONE OR END DATE The end of the life of the PPA should be identified. This may be at the decision date on the application; it may be when permission is granted; it may be at the end of a Judicial Review period; or it may be on approval of reserved matters applications. Ideally you will identify the key milestone here but in some circumstances you may specify an actual date.

This section confirms that the PPA is a living document and can be amended to suit changing circumstances if necessary.

NUMBER OF DAYS This should be a timescale that enables parties to plan for next steps accordingly and to avoid any costs linked to unnecessary work. A common timeframe is 10 working days.

ADD REASONS The framework provides two reasons why the agreement may be terminated. You may decide that only the first reason is necessary and if there is a SoS call in you would seek to amend the PPA accordingly. There may be other scenarios that you identify that would lead to the agreement being terminated immediately and these can be included here.

# General Principles

The Council and the applicant agree that the following principles will form a basis for their collaboration and the way they work:

* **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 promptly provide information to support and manage the development management process, in accordance with the Performance Standards contained in this agreement.
* **Principle 3:** To be transparent and consistent at all times between all parties so that outcomes are anticipated, defined and understood.
* **Principle 4:** To drive forward high-quality design, to maximise delivery of housing, (including affordable), commercial development and new infrastructure to realise benefits for local residents.
* **Principle 5:** To help to facilitate (where appropriate) effective involvement and consultation with statutory stakeholders, council members and any other stakeholders.
* **Principle 6:** To agree key milestone dates which will remain fixed unless agreed by all parties otherwise.
* **Principle 7:** To identify and involve specialist consultees and advisors including authority officers / managers where appropriate, (including Design Review).

### GUIDANCE NOTES

This builds on the first chapter to set out some principles to the way of working between the applicant and the LPA. The framework suggests 7 principles that are used by Harrogate Council but you may want to add more or amend. It is important to agree these with the applicant, preferably at the inception workshop.

# Vision

<<INSERT NAME OF Site>> is allocated for <<INSERT WHAT THE SITE IS ALLOCATED FOR>> in the <<INSERT NAME OF RELEVANT DPD OR EMERGING DPD>>.

The Policy <<INSERT NAME OF POLICY>> states that <<INSERT SUMMARY OF POLICY>>

The vision for the site is as follows:

<<INSERT SHARED VISION FOR THE SITE>>

### GUIDANCE NOTES

This section confirms the status of the site in the adopted plan and the policy context for the proposed development. If the site is not allocated in the plan it should be stated here and the policy context identified.

The shared vision for the site should be included here. It is recommended this is discussed and agreed at the inception workshop.

The vision for the site may already be included in a Development Plan Document (DPD) such as a Local Plan, Area Action Plan or Neighbourhood Plan, or in a Supplementary Planning Document (SPD). Where it isn’t it is important to develop a vision with the applicant so it is clear what everyone is working towards.

# Timescales

The Parties will act with fairness and in good faith in respect of all matters related to the handling of the planning (and related) applications and will work jointly in complying with their respective obligations under this Agreement.

The Parties will address any requests for clarification and / or further information as soon as possible.

The Applicant will be required to proactively monitor the progression of the planning application, including, where relevant, the submission of consultation responses.

The Parties undertake to meet in person or virtually 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.

The Applicant and the Council will use their reasonable endeavours to adhere to the milestones / timetable as detailed below for determination of the applications.

The Timetable will be reviewed monthly between the Parties and amended in writing as necessary to take account of any relevant unforeseen matters that might arise. Any such amendment will be agreed by the Parties.

[adapt as required]

|  |  |
| --- | --- |
| **Milestone** | **Target date / month** |
| Pre-application advice begins |  |
|  |  |
| Community engagement takes place  |  |
|  |  |
| Pre-application advice is finalised |  |
| Submission of application |  |
| Validation of application |  |
|  |  |
| Commencement of drafting of s106 |  |
|  |  |
|  |  |
| Draft Committee Report |  |
| Committee meeting |  |
| S106 signed |  |
| Decision issued |  |
|  |  |
| Pre commencement conditions discharged |  |
|  |  |
| CIL commencement notice provided |  |

### GUIDANCE NOTES

This section sets out the key milestones for the PPA. It is recommended that these are discussed and agreed with the applicant at the inception meeting. A table with some suggested milestones has been included. Some further examples of key dates are:

* Preparation of draft Transport Assessment
* Production of masterplan options
* Public engagement on draft proposals in pre-app
* submission of application,
* validation
* consultation start and end dates
* Design review Panel

Where the PPA includes the development of a piece of work such as a masterplan or includes design review and options for refinements space should be made in the programme to accommodate.

If the PPA is to extend beyond the initial grant of consent then post consent milestones should also be included such as discharge of pre-commencement conditions.

The table is likely to be the basis of a more detail project plan that you can develop which can be updated regularly to check progress.

To help manage expectations it is important to be realistic when setting a timetable. Do not commit to dates you have little chance of meeting. There are usually unforeseen issues that can impact on timescales, so it is important to keep under review and amend if necessary with agreement.

It is important to factor in how 3rd parties can impact on the programme, for example statutory consultees seeking clarifications or additional information.

Ultimately as the Local Planning Authority you need to stay in control and on top of the programme and this needs to be managed in accordance with the resources at your disposal.

It may be appropriate to build contingencies into the timetable.

This section should also confirm that both parties will work constructively together.

# Resources

The key members of the Council’s Team are:

[adapt as required]

|  |
| --- |
| **LPA Team** |
| Role | Name | Job title | Contact details |
| Manager |  |  | Email:Phone: |
| Lead Officer |  |  | Email:Phone: |
| Urban design |  |  | Email:Phone: |
| Ecology |  |  | Email:Phone: |
| Trees |  |  | Email:Phone: |
| Landscape |  |  | Email:Phone: |
| Highways |  |  | Email:Phone: |

The Lead officer will be the prime point of contact at the Council for the applicant.

The Manager has overall responsibility at the Council for the PPA.

The key members of the applicant’s team are:

[adapt as required]

|  |
| --- |
| **Applicants Team** |
| Role | Name | Job Title | Contact details |
| Project Lead  |  |  | Email:Phone: |
| Lead consultant |  |  | Email:Phone: |
| Landscape consultant  |  |  | Email:Phone: |
| Highways consultant |  |  | Email:Phone: |

The Local Authority and the Applicant endeavour to maintain continuity of key contacts for the duration of the PPA, however retain the right to make changes to the project team if required. In this event, the other party will be informed of the change in advance.

The table below sets out the key issues that require resolution and the advice and tasks required

[adapt as required]

|  |  |  |  |
| --- | --- | --- | --- |
| Issue | Action / Task | Responsibility | Target Date |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Project meetings will be held <<Monthly>> between the lead for the Council and the lead for the applicant to review progress against the tasks and overall timetable.

The cost of this PPA is set out in the table below.

[adapt as required]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date or trigger point of payment | Unit cost | Frequency | Fee to be paid (excluding VAT) | For services specified below |
|  |  |  | £ | Dedicated case officer – Pre-App |
|  |  |  | £ | Dedicated Case officer – validation of application |
|  |  |  | £ | Design Team Meeting |
|  |  |  | £ | Project officer |
|  |  |  | £ | Design Review Panel |

In the event that the Council requires specialist advice from consultants or specialists not covered by this PPA, the Council will agree with the applicant the preferred way forward.

In the event that there are any meetings over and above those set out in PPA Timetable, these will be charged at the Council’s normal charge out rates. The amount of charge to be agreed and paid in advance of the meeting taking place.

In the event that the Council and Applicant jointly agree that any meetings or work identified in this PPA are not required the Council shall reduce the invoice accordingly.

### GUIDANCE NOTES

This section sets out the key staff members, key tasks and costs. They should be identified and agreed at the inception workshop where possible. It includes:

1. council officers, third parties and the applicant/agent and their contact details;
2. a table to populate with key tasks; and
3. a table to identify costs associated with the PPA where applicable.

The tables should be amended to suit the project.

1. **Contact Details**

It is important to identify who will be working on the application and how they can be contacted. This applies to the LPA, the applicant and any other signatures to the agreement. It is important to include the senior officer with overall responsibility here in the event that something isn’t going to plan and the applicant feels a need to escalate issues.

1. **Key tasks**

There is a table to populate with key tasks. These should be identified and agreed at the inception workshop where possible. The level of detail is down to you and the applicant and will be determined by the application, issues that need to be resolved or your organisation preferences but what is important is to identify who is the lead for the action and if there are any timescales associated with it. For example, for a PPA covering pre-app and application, an area of work may be ‘Pre-application Engagement’. This may be broken down into preparing an engagement strategy, production of material, and identification of specific events which the applicant be responsible for. The case officer may be responsible for coordinating the internal stakeholder engagement.

### GUIDANCE NOTES CONTINUED

|  |  |  |  |
| --- | --- | --- | --- |
| **Issue** | **Action / Task** | **Responsibility** | **Target Date** |
| Pre application engagement | Prepare an engagement Strategy including events | Consultant X | dd/mm/yyyy |
| Engagement Strategy agreed with Council | Case officer | dd/mm/yyyy |
| Production of material | Consultant X | dd/mm/yyyy |
| Coordinate responses from Council internal stakeholders | Case Officer | dd/mm/yyyy |
| Consultation at village fete | Consultant X | dd/mm/yyyy |

Included is a statement that monthly project meetings will be held to review progress of the work. This is different to meetings about the work itself and should be an opportunity to review the PPA and the timetable. Monthly meetings are suggested but you may feel that a different timescale is more appropriate – it will be project specific. It is suggested that these meetings are between the lead for the council and the lead for the applicant.

1. **Costs**

This section also includes a table to identify costs associated with the PPA where applicable. You may need to calculate this post the inception meeting but the greater transparency and clarity you provide the better. There may be fixed fee elements e.g. cost of an officer and there may be variable elements e.g. cost per meeting. Ensure all relevant costs associated with the delivery of the PPA are included. We have suggested some common costs but you will need to agree what the applicant is paying for and when.

The table includes a dates column so that payments can be broken down. It may be necessary to seek payment up front to help secure additional resources but most LPAs are able to issue an invoice broken into staged payments. These could be linked to key milestones in the project such as Validation or Draft Committee report stage.

It is important to review regularly the amount of time spent on the PPA in relation to the estimate in the Project Meetings

# Performance Standards

The Council will complete checking and validation of the application(s) within <<INSERT NUMBER OF DAYS HERE>> working days of receipt of the complete application(s)

The Council will issue consultation letters within <<INSERT NUMBER OF DAYS HERE>> working days of validation of the application(s).

The Council will advise the Applicant in a timely fashion of any issues that arise as a result of consultation responses received on the application(s) so that any matters arising can be addressed by the Applicant at the earliest opportunity.

The Council will appoint any external consultants necessary to deal with aspects of the development proposal that it is unable to deal with internally as soon as possible; the Applicant will pay the reasonable costs and disbursements of external consultants appointed by the Council. This will be agreed in advance.

The Section 106 Heads of Terms will be agreed at the Pre-app stage. Both parties agree that it would be beneficial for work to commence on drafting the Section 106 agreement(s) as soon as possible after the validation of the application(s); the Council will instruct its legal team to progress the draft S106 Agreement in association with the Applicant’s legal representative within <<INSERT NUMBER OF DAYS>>of validation of the application(s),

The Parties agree to use reasonable endeavours to achieve the following performance standards at all times:

1. Respond substantively to all emails, letters and telephone calls within <<INSERT NUMBER OF DAYS HERE>> working days of receipt. Where circumstances beyond the reasonable control of the Council prevent compliance, the Applicant shall be notified of such circumstances.
2. To provide any comments on meeting actions within <<INSERT NUMBER OF DAYS HERE>> working days of receipt of those actions.

<<IN SITUATIONS WHERE RELATIONSHIPS ARE NOT FULLY DEVELOPED OR POSITIVE YOU CAN INSERT THE FOLLOWING CLAUSE: In cases where dispute arises, in particular where an applicant feels the Council is not meeting the principles agreed, the matter should be referred to <<INSERT POSITION OF SENIOR OFFICER SUCH AS DIRECTOR / HEAD OF PLANNING>> immediately for review. >>

The Parties agree to a post PPA review within two weeks from the end of project.

### GUIDANCE NOTES

The aim of this section is to set out commitments from each partner on their performance. There are examples of PPAs setting out a range of standards and others keeping the number low and referring to making best endeavours to keep to the overall timetable. The framework follows the latter approach but below are some standards that may be important to you and the applicant. Do remember that these standards can have an impact on the overall timetable and time will need to be built into the timetable to enable work to get done.

It is important to set realistic standards. For example, only say you will acknowledge all correspondence within 3 working days if you can realistically achieve this meaningfully – automated responses are not an acknowledgement of correspondence.

Examples of performance standards you may want to consider include:

* Time to check and validate the complete application
* Time to issue all relevant notices to consultees and stakeholders once validation has occurred
* Time for the applicant to provide additional copies of plans or supporting information
* Time to issue copies of consultation responses to the applicant
* Appointment of external specialists
* Time for the Council to upload any additional information or correspondence to the website
* Timescales for starting Heads of Terms and draft s106
* Timescales for executing the s106 agreement post resolution
* Timescales for giving the applicant draft conditions for review and timescales for the applicant to respond
* Timescales for responding to correspondence from both parties
* Timescales to provide meeting agendas, minutes and actions

INSERT NUMBER OF DAYS for instructing legal representative. We suggest that this is 10 days but it should reflect your own organisation’s standards.

There is the suggestion here that where relationships are not positive and you feel you may need to be more explicit about conflict resolution, then a sentence is included to make it clear that any disputes are referred to a senior officer for review.

# Signatures (One signed copy for each party)

<<INSERT COUNCIL NAME>> and <<INSERT APPLICANT NAME>> hereby agree to the content of this Planning Performance Agreement.

<<INSERT COUNCIL NAME>> (The Council)

Name:

Signature:

Position:

Date:

<<INSERT APPLICANT NAME>> (The Applicant)

Name:

Signature:

Position:

Date: