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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>>

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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.

# 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).

# 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>>

# 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 |  |

# 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.

# 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.

# 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: