



Planning Performance
Agreement

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Planning Performance Agreement

Preamble

1. This Planning Performance Agreement (“PPA”) relates to the proposed development of **XXXXXXXXXXXXXXXXXXXX**. The principal components of the development are:
 - a) **X**
 - b) **Y**
 - c) **Z**

2. This PPA has been entered into in respect of the requests from the applicant for the LPA to allocate additional resource to the application.

Parties

3. This PPA has been entered into by the following parties:
 - a) **XXXXXX**
 - b) South Derbyshire District Council

The site is situated within the administrative area of South Derbyshire District Council and DCC.

Statutory Authority

4. This PPA is made pursuant to Section 93 of the Local Government Act 2003, Section 111 of the Local Government Act 1972 and Sections 1 and 2 of the Localism Act 2011.

Purpose

5. The parties recognise the importance of the development and the specific time related determination requirements and consider that these will place additional demand for resources on the Council.

6. The purpose of the PPA is therefore to:
 - a) Enable the Council to engage with the applicant in a way that supports the applicant’s timetable (subject to statutory timescales and the ability of the applicant to submit comprehensive planning submissions) for preparing and making any necessary revisions or providing any additional information to meet with the requirements of statutory consultees.

- b) Facilitate the Council in securing appropriate internal and (where appropriate and agreed with the applicant) external resources (including consultants) to enable them to efficiently and effectively discharge their responsibilities in accordance with the PPA. Prior to the appointment of an external consultant the Council will confirm the scope of works and brief with the applicant. Any appointment will only be for appropriately qualified consultants who are approved as part of the Council's agreed Framework or failing this, it will involve a 3 quote selection process.
 - c) Provide a clear and transparent mechanism to enable the Applicant to provide such financial support to the Council as is required by the Council, including the provision of details and evidence of relevant expenditure and costs for any independent specialist instructed by the Council in accordance with agreed procedures. This would include invoices and associated expenditure being supported by timesheets where applicable.
7. The PPA will not bind the Council to a final decision nor override any requirements of the Council to determine submissions having full regard for relevant statutory requirements.
 8. Opportunities to review and update the PPA will be provided, as required, and agreed by all parties to the PPA.

Project Team

9. The Project Team are the key team members involved in the Project from each party to the PPA (a Project Team Directory, detailing name, contact details and specialism is set out in Appendix 1 of the PPA and which may be amended from time to time).
10. **xxxxx** is lead contact officer and co-ordinator for the Council for all matters relating to the formal submission determination process in connection with matters to be dealt with by the Council. **zzzzz** is the assistant lead contact officer and co-ordinator for the Council.
11. **xxxxxx** is lead contact officer and co-ordinator for the applicant for all matters relating to the formal submission determination process in connection with matters to be dealt with by the applicant. **xxxxxx** is the assistant lead contact officer and co-ordinator for the developer.
12. All correspondence addressed to other parties shall be directed through the lead and assistant-lead contacts unless otherwise agreed. Where direct correspondence between other members of the parties is agreed, the lead and assistant lead contacts of the parties involved shall be copied into any correspondence.

13. The Applicant and the Council will ensure that any internal changes to their Project Team are notified to the other parties as soon as is reasonably practicable. In the first instance the identification of a 'support' Project Team member will be provided, and alternative permanent arrangements put in place as soon as reasonably practicable thereafter.

Principles

14. The Applicant and the Council agree to be governed at all times by the following principles:
 - a) To work together in good faith and to respect each other's interests and opinions;
 - b) To cooperate with each other throughout the period of the PPA;
 - c) To be transparent and consistent at all times;
 - d) To agree the scope and content of information in advance of submission being made to the Council to support the application; and to address matters that may otherwise arise during the determination period and agree steps to resolve those matters wherever possible to avoid undue delay later in the formal determination process;
 - e) To work together to identify ways of ensuring the effective consideration of submissions;
 - f) To comment and provide information to support and manage the application in a proactive manner;
 - g) To identify and involve appropriate specialist consultees or advisors where practical and necessary; and
 - h) To seek to deliver against the Deliverables including meeting the Indicative Project Programme and outcomes
15. For the Council the following deliverables are required:
 - a) Meeting the 'standards of performance' outlined in the PPA;
 - b) To make reasonable efforts to meet determination dates and any deadlines / targets set out in the separate *Project Programme*
16. For the Applicant the following deliverables are required:
 - a) Meeting the 'standards of performance' outlined in the PPA;
 - b) Provision of formal submission information and documents to the Council in a timely manner;
 - c) To make reasonable efforts to meet any deadlines/targets set out in the separate Project Programme documents; and
 - d) To ensure coordination and involvement of the appointed lead contact officer (planning case officer) with all matters related to the application process, this shall include for example, copying in them (or nominated alternative) to any

email/correspondence sent to statutory/non-statutory consultee related to the application process and making them aware and / or provide the opportunity for the case officer to attend any meeting convened related thereto.

17. The Applicant and the Council each commit to negotiate and follow the separate Project Programme and agree this is to be kept up to date and revised only with the written agreement of the Parties.

Standards of Performance

General

18. The Applicant and the Council will:
 - 1) Acknowledge communications, be it via email or hard copy correspondence within 5 working days and provide initial substantive response within 7 working days where possible.
 - 2) Return telephone messages within 2 working days of receipt (subject to availability of the person contacted).
 - 3) Where annual holidays are planned of 5 working days or more, both parties to confirm arrangements in advance, including the identification of nominated alternative personnel during the period, to seek to limit potential impact on response times, meeting deadlines, or attendance at meetings.

Meetings

19. Regular Project meetings (in person, virtual or by teams as is appropriate) will be held on a xxxxx basis in accordance with the times set out in the Project Timeline (unless otherwise agreed, or cancelled in agreement with all parties).
20. Other meetings, including specialist technical / topic-based meetings, and attendance at presentations as may be required,
21. Where possible, meetings to have a minimum of 5 working days' notice and be scheduled in diaries.
22. Meetings will usually be scheduled for up to 30 minutes - 1 hour duration unless otherwise agreed by the parties.
23. As required, meetings will be attended by a representative from the Council and include invited members and relevant specialists from the Council and Applicant depending on the specific meeting topic (subject to advance notice being given of who additionally will

be required).

24. The Applicant will:

- 1) Where possible, circulate relevant information and documentation to all parties 5 working days in advance of a meeting or not later than 2 working days prior to a meeting if no immediate feedback is required;
- 2) Where possible, circulate meeting agendas (where appropriate), unless otherwise agreed, no later than 5 working days prior to a meeting;
- 3) Circulate draft minutes of meetings and / or draft actions no later than 2 working days after the meeting; and
- 4) Prepare, maintain and make available a shared issues log to capture outstanding matters and to provide structure and focus to discussions during meetings.

25. The Council will:

- 1) Provide substantive written feedback from working group meetings within 7 working days from that meeting provided that all relevant information has already been received from the Applicant and there is no requirement to consult external parties outside of the Council to allow a response. Where there is a need to consult external parties outside of the Council, to provide interim feedback relating to those matters within the remit of the Council within 7 working days from that meeting provided that all relevant information has already been received from the Applicant; and
- 2) If requested by the Applicant, provide initial feedback on information presented at a meeting within 5 working days from that meeting.

Formal Submission

26. The Applicant will:

- 1) Use all reasonable endeavours to ensure that formal submissions made to the Council are comprehensive and fit for purpose;
- 2) Respond to requests for additional information and other matters raised during the determination process in a timely manner and in line with the other standards of performance set out in this PPA.

27. The Council will:

- 1) Use reasonable endeavours to determine formal submissions in a timely manner, in line with the other standards of performance set out in this PPA and in accordance with the statutory determination periods;
- 2) Issue internal and external consultation requests as soon as reasonably practicable following receipt of any additional submissions;
- 3) Where there is a need to consult external parties outside of the Council, to provide interim feedback relating to those matters within the remit of the Councils within 20 working days from the date of consultation; and,
- 4) Proactively engage with consultees to seek to ensure that consultation responses to submissions are received in a timely manner, advising the developer where these are unlikely to be received.

Confidentiality

28. Confidentiality protocols (which take into account any legislation which will apply) will be agreed and applied to specific issues and/or information as they emerge.

Availability of resources

29. The Applicant will set up and provide access for all parties necessary and as appropriate to a document management system to host and provide access to the shared issues log, meeting agendas, minutes, project timeline and other documentation required by, or relating to, the PPA such as relevant project data and survey information.

Costs and Fees

30. Any charging by the Council under the PPA shall be carried out in accordance with the provisions of Section 93 of the Local Government Act 2003 and related guidance (on a not for profit basis).
31. In meeting the Deliverables, the costs the Applicant commits to fund:
 - a) The Council's reasonable and proper internal costs to be incurred with the completion of the Deliverables (subject to the provisions of paragraphs 34 and 35 of this PPA) in addition to any application fees payable to the Council and calculated in accordance with paragraph 38 of this PPA;
 - c) SDDC's reasonable and proper costs incurred through any agreed appointed external consultants.

32. In meeting the Deliverables, including the reasonable and proper internal and external costs likely to be required to be borne by the Council, an agreed initial payment of £xxxxx shall be paid on execution of the PPA.
33. Any additional external consultant costs are to be paid within 30 days of request once the Council has received invoices for such work and sundry debt raised with the developer.
34. Any fees paid as part of the PPA exclude the statutory fees for payable to the Councils for the determination of formal submissions.
35. The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (the "Fees Regulations") shall be applied for the purposes of calculating fees payable to the local planning authority for the determination of the application.

Signatories

??? on behalf of ??? the applicant

Head of Planning on Behalf of South Derbyshire District Council

Appendix 1: Project Team Directory

Role	SDDC	Applicant's team
Senior representative Council		
Lead Contact / Co-ordinators - Council		
Lead Technician		

Appendix 2 - Project Timeline & Indicative dates

Description	Dates	Application stage
Pre submission meeting 1		
Pre submission meeting 2		
Submission of application		
Consultation issued		
Weekly project team meetings		
Specialist consultee meeting – Economic Development Team		
Initial feedback to applicant from Council		
Consultee wrap up		
Consultee follow up		
Draft report sections where consultees are satisfied		
Pre-committee meeting		
Planning Committee Date (subject to resolution of considerations / objections)		