**Planning Performance Agreement (PPA)**

[**Insert Site Address**]

This agreement is made on the [**Insert Date**]

Between:

**Westminster City Council,**

**Portland House, Bressenden Place, London, SW1E 5RS**

and

[**Insert name and address of Applicant**]

1. **Recitals** 
   1. Westminster City Council (WCC) is the local planning authority for development within the area in which the site is located. The Applicant is **[Insert full name of Applicant]**.
   2. The Applicant has entered into formal pre-application discussions with Westminster City Council regarding the proposal for [**insert description of proposed development**] at the above mentioned site. The Applicant intends to submit an application for planning permission (and related applications for listed building consent etc.) for the proposed development.
   3. Given the complexity of the proposals and the range of issues involved, it is acknowledged by the Applicant and WCC that the City Council is unlikely to be in a position to formally determine the planning application(s) within the statutory period of **8/13/16 weeks***[Delete as appropriate]*. Nevertheless both parties wish to ensure that the application(s) is/are considered 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.
   4. This Planning Performance Agreement seeks to:

* Agree requirements and timescales for consideration and determination of the planning application ***(For inclusion in the PPA in appropriate cases*** - *and, where appropriate, associated listed building consent etc*.) for the purposes of providing the parties with a level of certainty as to the process and timescale to be followed; and
* Establish regular review mechanisms.

1.5 This Planning Performance 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 and Part 1 of Chapter 1 of the Localism Act 2011.

1.6 This agreement will not fetter the City Council in exercising its statutory duties as local planning authority. It will not prejudice the outcome of the planning (and related) application(s) or the impartiality of the City Council.

1.7 This agreement will not restrict or inhibit the Applicant from exercising the right of appeal 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).

1. **Term**

2.1 This agreement will be effective for the period up to the determination of the application.

2.2 The Term will be subject to review as may be agreed between the Applicant and WCC.

2.3 The agreement will be terminated where:

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. the planning application(s) is (are) called in by the Secretary of State; or
3. the Mayor of London issues a Direction pursuant to Section 2A of the Town and Country Planning Act 1990 Act (as amended).
4. **Timescales and Obligations**
   1. Both parties will act with fairness and in good faith in respect of all matters related to the handling of the planning (and related) application(s) and will work jointly in complying with their respective obligations under this agreement.
   2. Both parties will address expeditiously any requests for clarification and/or further information.
   3. 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.
   4. The Applicant and WCC will use their reasonable endeavours to adhere to the timetable for the project.
   5. The timetable will be reviewed between both parties and amended as necessary to take account of any relevant unforeseen matters that might arise.
   6. The timetable and steps to be undertaken will be as follows:

* The Applicant will formally submit all documentation, drawings, application fee and other supporting information including draft S106 Heads of Terms as is agreed with WCC by **[INSERT DATE]**;
* WCC will complete checking and validation of the application(s) within **10 working days** of receipt of the complete application(s);
* WCC will designate an officer/ team of officers to be responsible for the full range of issues raised by the application. The principle contacts will be:

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| --- | --- |
| **CASE OFFICER** | **insert name and contact details** |
| **DESIGN OFFICER** | **insert name and contact details** |
| **OTHER** | **insert name and contact details** |

* WCC will issue consultation letters within **5 working days** of validation of the application(s);
* WCC 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;
* WCC will appoint expeditiously any external consultants necessary to deal with aspects of the scheme that WCC is unable to deal with internally; the Applicant will pay the reasonable costs of external consultants appointed by WCC;
* Both parties agree that it would be beneficial for work to commence on the Section 106 agreement(s) as soon as possible after the validation of the application(s); WCC will instruct the City Council’s legal team to progress the draft S106 Agreement in association with the Applicant’s legal representative within 4 weeks of validation of the application(s), unless both parties agree otherwise;

***For inclusion in the PPA in appropriate cases… delete where not relevant:***

* *WCC will report the application(s) to the relevant Planning Applications Committee for an initial steer on the issues raised by the proposal by* ***[Insert DATE];***
* *WCC will communicate to the Applicant the outcome of the Committee’s consideration of the proposal expeditiously to allow the Applicant to make any necessary amendments to the scheme and to do so in a timely manner;*
* *Where revisions are required, the Applicant will respond with any necessary amendments to the proposal within* ***[XXX]*** *working days of being advised of the Committee’s resolution;*
* WCC will report the application(s) to the relevant Planning Applications Committee for determinationby **[insert DATE]** or within **[XXX]** weeks of receiving any final revisions to the proposal whichever is the later, unless both parties agree otherwise;

***For inclusion in the PPA in appropriate cases:***

* *WCC will advise Historic England/the Mayor of London of the Committee’s resolution on the application(s) within ten working days of the Committee meeting;*
* Subject to the relevant Committee resolving to grant permission for the proposal ***(For inclusion in the PPA in appropriate cases* -** *and no intervention by either Historic England or the Mayor of London*), WCC will aim to conclude the S106 Agreement by **[insert DATE],** subject to both parties being satisfied with the details of the Agreement.

**4. Fees**

4.1 In consideration of this agreement the Applicant agrees to pay to WCC **£XXX + V.A.T. (Large scale Major PPA),** **£31,000 + V.A.T. (Major PPA), £15,000+V.A.T. (Minor/ less complex PPA) or £10,000 + V.A.T. (Householder PPA) *Delete/Amend as appropriate*** to assist the City Council in providing the level of service required to meet its obligations under this Planning Performance Agreement. This fee is in addition to the application fees payable under the [Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012](http://www.legislation.gov.uk/uksi/2012/2920/contents/made), as amended.

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**5. Viability Appraisal** *(****Section 5, For inclusion in the PPA in appropriate cases delete where not relevant):***

*5.1 The purpose of any viability appraisal shall be to undertake an independent assessment of the case made by the Applicant, carried out to a prescribed timetable and to professional standards and current best practice. Prior to validation WCC will require a written assurance from the Applicant to cover all reasonable costs associated with securing such an appraisal.*

*5.2. Upon validation WCC will procure the services of an expert consultant, normally through seeking three bids to undertake work in accordance with a brief prepared by WCC. The brief will be entirely constructed by WCC to serve its own purposes in testing the Applicant's case and will not be subject to consultation or agreement with the Applicant. Allowance is made in the brief for appropriate dialogue between experts prior to the submission of a final report.*

*5.3. WCC will be responsible alone in determining the appointment.*

*5.4. Any determination of a potential prejudicial conflict of interest will be a decision for the consultant alone and he or she would not be expected to bid in these circumstances.*

*5.5 The Applicant will be required to sign the appointment letter undertaking to meet all the costs proposed in their entirety, and to be invoiced directly by the appointed consultant. All costs are required to be met before the application is accepted onto an agenda for a committee determination unless the consultant agrees otherwise with the Applicant with no liability falling to WCC in this respect.*

*5.6 WCC and the Applicant undertake to deal expeditiously with this appointment process in parallel with the normal consideration of the application. Any delays that are not within the control of WCC, such as but not exclusively, a failure to provide an agreement to meet all costs to the satisfaction of the chosen bidder, or to provide full disclosure of all relevant information to the consultant in a timely and accessible manner, will have the effect of suspending the timetable for determination of the application in so far as the issues are fundamental to the acceptability or other wise of the proposals. This suspension is likely to be invoked if the time taken to produce a final report from the consultant exceeds 6 weeks from the date of appointment. In the event of such a delay both WCC and the Applicant undertake to meet immediately to agree a new practicable timetable for the determination of the application and to revise this PPA accordingly.*

**Signatures (One signed copy for each party)**

Westminster City Council and the Applicant hereby agree to the content of this Planning Performance Agreement.

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| **Westminster City Council** | |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** | Westminster City Council |
| **Date:** |  |

|  |  |
| --- | --- |
| **[Insert Applicant Name]** | |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |