

Planning Performance Agreement (PPA)

This agreement is made on [INSERT DATE]

For [INSERT PRE-APPLICATION NUMBER, SITE ADDRESS &
DESCRIPTION OF DEVELOPMENT]

Between:

Bassetlaw District Council

Queen's Buildings, Potter Street, Worksop, Nottinghamshire S80 2AH

and

[INSERT NAME & ADDRESS OF APPLICANT]

1. Background and Introduction

1.1 This Agreement has been made between the following Parties:

- Bassetlaw District Council (BDC) (the Council).
- **[INSERT APPLICANT NAME]** (the Applicant).

1.2 This Agreement is made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 93 of the Local Government Act 2003 and Part 1 of Chapter 1 of the Localism Act 2011.

1.3 This Agreement does not fetter the Council in exercising its statutory duties as Local Planning Authority. It will not prejudice the outcome of the planning application or the impartiality of the Council.

1.4 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).

1.5 The Applicant has entered into formal pre-application discussions with BDC regarding a **[INSERT DESCRIPTION OF PROPOSAL]**. The Applicant intends to submit a **[INSERT TYPE OF APPLICATION]** for the development.

1.6 The Parties will act with fairness and in good faith in respect of all matters related to the handling of the planning application and associated matters (such as pre-application services). This Agreement is a collaborative, project specific agreement to progress and co-ordinate a proposal in an integrated and transparent way. The Parties commit to:

- achieve an agreed approach, project programme and resource plan;
- agree project requirements to ensure all key planning issues are appropriately considered and resolved, compliant with relevant statutory procedures
- agree timescales for the consideration and determination of the planning application for the purposes of providing a level of certainty as to the process and timescale to be followed; and
- establish regular review mechanisms.

2. Term

2.1 This Agreement will apply from the date of its signature until determination of the application by BDC unless paragraph 2.3 applies or this agreement is extended below within Section 3 to cover other matters (pre or post application matters).

2.2 This Agreement can be revised subject to the Parties agreeing the form and content of such changes in advance.

2.3 Either party may terminate the Agreement by providing 5 working days written notice of its intention to the other party or where:

- i. Either party does not meet the timescales and obligations set out in section 3 of this Agreement.
- ii. The planning application is withdrawn by the Applicant.
- iii. The Applicant submits an Appeal, in relation to the planning application, under Section 78 of the Town & Country Planning Act 1990 (as amended); or
- iv. The planning application is called in by the Secretary of State.

3. Timescales and Obligations

- 3.1 The Parties will address requests of information within 5 working days from the date of request, or within the 5 days, acknowledge and mutually agree a revised timeframe. To facilitate this PPA, the signing of this document acts as an extension of time to the agreed upon date in this document (or as mutually revised) or the statutory decision date, whichever is the later.
- 3.2 The Parties undertake to discuss matters in person/virtually and/or via e-mail/telephone in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.
- 3.3 The Parties will use their reasonable endeavours to adhere to the milestones for the application as below. Where external Parties cause delays, both BDC and the applicant will undertake reasonable endeavours to work collectively to ensure the below milestones are met.
- 3.4 The timetable will be reviewed between the Parties as appropriate and amended as necessary in writing to take account of any relevant unforeseen matters that might arise.

Milestone	Timescale	Target Date
Pre-application advice starts	[INSERT]	[INSERT]
Pre-application advice response from LPA	[INSERT]	[INSERT]
Revised pre-application advice submission	[INSERT]	[INSERT]
Final pre-application advice response from LPA	[INSERT]	[INSERT]
Community engagement (if applicable)	[INSERT]	[INSERT]
Submission of the application	[INSERT]	[INSERT]
Validation of the application	Within 5 working days of receipt of a complete application	[INSERT]
Consultation of the submission start date	Within 5 working days of validation	[INSERT]
Receipt of Draft S106 by BDC	Within 4 weeks of validation	[INSERT]
Draft S106 reviewed by BDC Legal	Within 15 days of receipt	[INSERT]
Consultation responses shared	Within 15 working days of issue	[INSERT]
Amendments to the application submitted to BDC (if applicable)	Within 10 days of request (or as mutually agreed)	[INSERT]
Re-consultation of the application (if applicable)	Within 3 working days of receipt	[INSERT]
Committee date	The next available date, after 26 days for re-consultation.	[INSERT]
Issue of decision and signing/sealing the S106 (if applicable)	Within 31 working days of decision recommendation	[INSERT]

Meetings

- 3.5 The Parties will attend 2 x 1-hour online or in-person meetings per month from the date

of this Agreement until the determination of the application. Where necessary, and using reasonable endeavours, other consultees will attend these meetings. As a minimum, at least one representative from both parties shall attend the bi-monthly meetings.

- 3.6 Should further meetings be required, the Council will agree to a further 2 extraordinary meetings per month, at the mutual agreement with the applicant, up to a total of 6 extra meetings.
- 3.7 A meeting agenda will be issued by the Applicant no later than 2 working days before the meeting and shall be agreed by the Parties ahead of the meeting. The meetings for the month shall be agreed 1 month in advance, and shall determine the format (online or in-person). Minutes will be issued no later than 2 working days after the meeting for agreement, by the applicant team. Comments shall be provided no later than 3 working days after issue. Minutes will include a list of actions to be completed ahead of the following meeting. Those actions are to be monitored at the meetings.

4. Resources

4.1 The Council's team are:

Role	Name	Contact details [INSERT]
Case Officer (Principal Planning Officer)	[INSERT]	Email:
[INSERT]	[INSERT]	Email:
[INSERT]	[INSERT]	Email:
Development Management Team Leader	[INSERT]	
Planning Development Manager	Richard Riggs	Email: Richard.riggs@bassetlaw.gov.uk
Head of Planning and Place	Abbie Marwood	Email: Abbie.marwood@bassetlaw.gov.uk
Planning Support Officer	[INSERT]	Email:

4.2 The Case Officer will be the primary point of contact for the Applicant.

- 4.3 Where BDC is unable to deal with an aspect of the scheme internally it will appoint external consultants. All reasonable endeavours shall be made to ensure that external consultants will be appointed within 10 working days of the validation of the planning application.
- 4.4 The Applicant shall be made aware of the proposed external consultant to ensure there are no commercial conflicts of interest. The cost of any external consultants shall be covered by the Applicant, with the Council ensuring procurement is undertaken to appoint value for service, unless the Applicant waives this requirement, in the interest of speed of appointment.

4.5 The key members of the Applicant's team are:

Role	Name	Contact details [INSERT]
Project Lead	[INSERT]	Email:

Lead Consultant	[INSERT]	Email:
[INSERT]	[INSERT]	Email:
[INSERT]	[INSERT]	Email:

- 4.6 The Parties endeavour to maintain continuity of team members for the duration of the Agreement, however, retain the right to make changes if required. In this event, the other party will be informed of the change as soon as practically possible or in the next available bi-monthly meeting.

5. Fees

- 5.1 In consideration of this Agreement the Applicant agrees to pay BDC for officer and consultee time spent on the application to assist BDC to provide the level of service required to meet its obligations under this Agreement.
- 5.2 The fees associated with this Agreement are set out in the following schedule.
- 5.3 These fees are 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, as amended. The fees are also in addition to any pre-application fees, available on the Council website.

Items(s)	Total Sum (unless additional fees are agreed due to unforeseen delays)
Case Officer Time - Inclusive of all matters facilitating the assessment of the application and any associated matters. - Preparation time for meetings subject to this PPA and time spent on post PPA meeting actions.	TO ADD Total capped cost
[INSERT OFFICER ROLE] - Inclusive of all matters facilitating the assessment of the application and any associated matters. - Preparation time for meetings subject to this PPA and time spent on post PPA meeting actions.	TO ADD Total capped cost
Planning Development Manager - Inclusive of all matters facilitating the assessment of the application and any associated matters. - Preparation time for meetings subject to this PPA and time spent on post PPA meeting actions. - Should further engagement be required, an increased amount will be negotiated separately.	TO ADD Total capped cost
External Consultant: [INSERT ORGANISATION]	TO ADD

• Inclusive of all matters facilitating the assessment of the application and any associated matters. • Preparation time for meetings subject to this PPA and time spent on post PPA meeting actions.	Total capped cost
Head of Planning and Place • Inclusive of all matters facilitating the assessment of the application and any associated matters. • Preparation time for meetings subject to this PPA and time spent on post PPA meeting actions.	TO ADD Total capped cost
Planning Support Officer • Registering and processing the administration associated with the assessment of the application and any associated matters. • Undertaking administrative duties associated with this PPA. • Should further engagement be required, an increased amount will be negotiated separately.	TO ADD Total capped cost
BDC Sub-Total amount:	[TO INSERT]
Pre-application advice service (in addition to standard fees)	TO ADD Total capped cost
Post determination work regarding discharge of any conditions	TO ADD Total capped cost
BDC Total amount:	[TO INSERT]

5.3 60% of the Sub-Total amount shall be paid to BDC within 5 working days of the signing of this Agreement to enable BDC to utilise the funds to ensure adequate resources are allocated ahead of any works undertaken in accordance with the PPA.

5.4 The pre-application advice service amount shall be paid in full to BDC within 5 working days of the signing of this Agreement to enable BDC to utilise the funds to ensure adequate resources are allocated ahead of any pre-application works.

5.5 40% of the Sub-Total amount shall be paid to BDC within 5 working days of the recommendation of the application and the date of Committee/Decision being shared with the applicant team.

5.6 The post determination work amount shall be paid in full to BDC within 5 working days of the issuing of a Decision to enable BDC to utilise the funds to ensure adequate resources are allocated ahead of any pre-application works.

5.7 Should the applicant terminate the agreement in advance of the agreed conclusion in Section 3, then the applicant waives the right to any fees paid to date. Should BDC fail to adhere to the agreed upon milestones and cannot demonstrate they have undertaken reasonable endeavours to meet the milestone, then BDC shall return 20% of received fees. Should BDC terminate the agreement in advance of the agreed Conclusion in Section 3, then BDC shall return 50% of fees received.

Signatures (One signed copy for each party)

Bassetlaw District Council and the Applicant hereby agree to the content of this Planning Performance Agreement.

Bassetlaw District Council

Name:

Signature:

Position:

On Behalf Of Bassetlaw District Council

Date:

[INSERT APPLICANT NAME]

Name:

Signature:

Position:

On Behalf Of:

Date: