

PLANNING PERFORMANCE AGREEMENT

For

[INSERT] (“The Development”)

Between

1. Epsom & Ewell Borough Council (“EEBC”), and
2. [INSERT] (“The Developer”), and
3. [INSERT] (“[INSERT]”)

Dated

[INSERT]



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**PLANNING PERFORMANCE AGREEMENT**

This Planning Performance Agreement (“PPA”) is made between:

1. Epsom & Ewell Borough Council (“EEBC”), and
2. [INSERT] (“The Developer”), and
3. [INSERT] (“[INSERT]”)
4. **Recitals**
   1. EEBC is the local planning authority for development falling within its boundary.
   2. The Developer intends to submit a Planning Application to EEBC in respect of the Development on behalf of itself and [INSERT]. This agreement will cover the process for determining the application and discharging conditions.
   3. The Developer, the [INSERT] and EEBC agree to keep to the timescale for the application set out in the attached Indicative Project Programme, unless it is agreed by both parties that this period should be extended to allow for positive determination of the application, or referral to relevant statutory bodies.
   4. In these circumstances, the Developer, the [INSERT] and EEBC agree to enter into this PPA (as specified in Schedules 2, 3 and 4) for the following purposes:
      1. To agree requirements and timescales in the form of Performance Standards (as specified in Schedules 2 & 3) and a project programme (as indicated in schedule 4) for the consideration and determination of the planning application for the purpose of providing the parties with certainty as to the process and timescales to be followed.
   5. Nothing in this agreement shall restrict or inhibit EEBC from properly exercising its role as the local planning authority or the Developer from exercising their right of appeal under Section 78 of the Town & Country Planning Act 1990.
5. **Term**
   1. This PPA will apply from the [INSERT] and shall remain in force until all Planning Conditions are discharged or if the Conditions PPA is not taken on, 6 months from the date of submission of the application, the [INSERT]. Upon the expiry of such period this Agreement shall cease.
   2. The term shall be subject to review as may be agreed between Parties as set out below under Section 6.
   3. Should the Developer submit an appeal under Section 78 of the Town & Country Planning Act 1990 in relation to the Planning Application or should the Planning Application be called in by the Secretary of State, this Agreement shall automatically terminate.
6. **Developer’s Obligations**
   1. The Developer agrees to use its reasonable endeavours to:
      1. Submit a planning application to EEBC for the Development described generally in Schedule 1 by the Submission Date set out in Schedule 4. This will be followed by applications to discharge Conditions.
      2. Comply with the Performance Standards set out in Schedule 2
      3. Comply with and facilitate the compliance by EEBC with the indicative Project Programme set out in Schedule 4
      4. To pay the PPA fee of £[INSERT] in line with the paragraph 5.1 and the schedule set out in Section 5.
      5. To pay the reasonable costs of any independent consultant that are required to be instructed by EEBC to assess any part of the Pre-Application or the Planning Application (and with those costs to be made known to the developer before any independent consultant is appointed).
      6. Perform the obligations set out in the PPA.
7. **EEBC’s Obligations**
   1. Without prejudice to its other functions as the local planning authority, EEBC agrees to use its reasonable endeavours to:
      1. Comply with and facilitate the compliance by the Developer with the Indicative Project Programme set out in Schedule 4.
      2. Comply with the Performance Standards set out in Schedule 3
      3. Perform the obligations set out in the PPA.
      4. Issue invoices for the PPA fee. The first invoice will be issued by EEBC within 10 working days of the signing of the PPA. The second invoice will be issued within 10 working days of the submission of the planning applications and the final invoice will be issued within 10 working days of the determination of the Planning Application.
      5. The invoices will be addressed and issued by EEBC to:
      6. [INSERT]
8. **Charging**
   1. The Developer agrees to pay to EEBC an initial payment of £[XXXX] upon the signing of this agreement for Stage 1. The fee of £[XXXX] for Stage 2 will be paid within 10 days of a positive determination of the planning application (i.e. within 10 days of the receipt by the developer of a Decision Notice and any s.106 Agreement). This payment is to assist EEBC in providing for the level of service required to meet its obligations under this PPA. 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 (as amended).
   2. The cost is to be split to cover the different stages:
   * Stage 1, Pre-Application and Application stage: £12,000;
   * Stage 1, [X] Additional meetings: £[XXXX]
   * Stage 2, Discharge of Conditions: £2,500/£5,000 (with this to be reviewed on receipt of the decision notice).
   1. This figure provides an overall cap. The payment can only be exceeded by the agreement of both parties. Further payments shall be requested in writing by EEBC and payable within 10 working days of the date of request, subject to meeting the terms of this PPA.
9. **Breach and Termination**
   1. If any party shall commit any substantial breach of its obligations under this agreement and shall not start to remedy the breach within 10 working days of the written notice of the other party to do so, then the other party may notify the party in breach that it wishes to terminate this agreement forthwith and the agreement shall be terminated immediately upon the giving of written notice to this effect to the party in breach provided always that the breach is within the control of the party that is in breach and is capable of being remedied.
10. **Amendment/Review of PPA**
    1. Amendment to theagreement and revision of timescales shall be subject to review as may be agreed by the parties.

**SCHEDULE 1**

The Development site: [*INSERT*]

Description of development: [*INSERT*]

**SCHEDULE 2**

**The Developers Performance Standards**

The Developer agrees to use its reasonable endeavours to achieve the following performance standards at all times:

1. To endeavour to provide EEBC with such additional information as may be reasonably required within 10 working days of such written request from EEBC (or such other time period as may be agreed) in order to enable EEBC to discharge its responsibilities.
2. To provide to EEBC at least 5 working day prior to any significant meetings, all substantive and relevant documents which are relevant to that meeting and which shall relate to any relevant action points or agenda item identified.
3. To provide EEBC within 5 working days of any meeting the minutes or action points arising from that meeting.

**SCHEDULE 3**

**EEBC’s Performance Standards**

In addition to its statutory obligations, EEBC agrees to use its reasonable endeavours to achieve the following performance Standards at all times:

1. Respond substantively to all emails, letters and telephone calls within 5 working days of receipt. Where circumstances beyond the reasonable control of EEBC prevent its compliance with this Performance Standard, EEBC shall in each case notify the Developer of such circumstances.
2. Notify the Developer no later than 10 working days prior to any meeting of the Development Control Committee at which any report or matter relevant to the Development will be discussed and or considered and to provide the Developer with a copy of any report to those Committees at that time.

Further meetings to discuss the Planning Application will be held as necessary and as agreed between parties. EEBC will make available, when required the relevant Officers deemed necessary to comment on the scheme.

1. EEBC shall:

* Ensure validation checks are completed within two working days of receipt of the submission and payment to confirm promptly any matters outstanding;
* Forward consultation responses on within 2 working days of receipt;
* Provide advice on the scope of any s.106 obligations as early as possible to support the provision of a draft s.106 prior to DC Committee;
* Discuss draft conditions with the Developer as early as possible prior to committee and before reports are finalised.

**SCHEDULE 4**

**The Indicative Project Programme**

The parties to this agreement shall use their reasonable endeavours to perform the following obligations that constitute this PPA.

1. The Commencement Date: [INSERT]
2. Application Submission Date: w/c [INSERT]
3. Committee Dates: Development Control Committee: EEBC will endeavour to secure either [INSERT] or [INSERT] DC Committee date.
4. The Decision Date: Within 1 month from the Resolution by the DC Committee, subject to SoS referral if applicable.
5. Both parties must have agreed the heads of Terms for any draft S106 agreement prior to the DC Committee date.

**SCHEDULE 5**

**Scheduled Events**

The parties to this agreement shall use their reasonable endeavours to ensure the following meetings are attended. Any additional meetings can be negotiated and added to the PPA agreement in accordance with paragraph 5.3.

1. Meeting 1: w/c [INSERT] inception meeting
2. Meeting 2: w/c [INSERT] following revised plans
3. Design Review Panel: w/c [INSERT] (if required)
4. Meeting 3: w/c [INSERT] following revised plans (if required)
5. Meeting 4: w/c [INSERT] following end of 21 day consultation period
6. Developer presentation to Councillors following elections: w/c [INSERT]
7. Committee target: [INSERT] – subject to no major revisions or issues.
8. Meeting 5: [INSERT] (if required)
9. Back Up Committee: [INSERT]

N.B. There is not a limit on meetings, but meetings will be charged in line with the Pre-Application fees document.

IN WITNESS whereof the Parties have executed this Agreement below this day and year first before written

Signed by.............................. for and on behalf of ...............

Authorised signatory

Signed by Planning Development Manager for and on behalf of Epsom & Ewell Borough Council

Authorised Signatory