

PLANNING PERFORMANCE AGREEMENT

This Planning Performance Agreement (PPA) is made [] day of [] 20[] between

- (1) **Dartford Borough Council**, Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR (DBC)
- (2) [] (“**Developer**”)

1. Recitals

- 1.1 DBC is the local planning authority for development within the area in which the Development (set out in Schedule 1) is located.
- 1.2 The Developer intends to submit a Planning Application for the Development to DBC.
- 1.3 The Developer has initiated discussions with DBC, with a view to entering into and concluding a PPA regarding the Development.
- 1.4 The Planning Application will be an application for planning permission (and any related applications for listed building consent) submitted to DBC for the Development accompanied by such of the Application Documents (specified in Schedule 2) as are required by the local planning authority. Reference to a Planning Application in this PPA is to an application or applications that has/have been submitted to DBC by the Developer and DBC have registered it/them on the statutory register as valid planning application(s).
- 1.5 Given the complexity of the proposals and the range of issues involved, it is acknowledged by both parties that DBC is unlikely to be in a position to formally determine the Planning Application within the statutory period of [13][16] weeks. Nonetheless, 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 PPA and compliance with relevant statutory procedures.
- 1.6 This PPA seeks to agree requirements and timescales for the pre-application process and requirements and timescales for the consideration and determination of the Planning Application for the purposes of providing the parties with a level of certainty as to the process and timescale to be followed; and
- 1.7 This PPA 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.
- 1.8 This PPA will not fetter DBC in exercising its statutory duties as local planning authority. It will not prejudice the outcome of the Planning Application or the impartiality of DBC.

- 1.9 This PPA shall not restrict or inhibit the Developer from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.

2. Term

- 2.1 This PPA will apply from [day/month/year] (the date it is signed by both parties) and shall remain in force until the Decision Date or Conditions are Discharged (see Schedule 6) unless terminated earlier.
- 2.2 Upon its expiry or earlier termination this PPA shall automatically cease to have effect.

3. Amendment and Review

- 3.1 The PPA shall be subject to review as may be agreed between the Developer and DBC and any agreed variation of its terms shall be evidenced in writing signed by both parties.

4. Breach and Termination

- 4.1 Provided always that any breach is within the control of the party that is in breach, if either party considers that:
 - a. the circumstances that brought about this PPA no longer apply;
 - b. the principles and intentions of this PPA are not being followed; or
 - c. there is a material failure by the other party to comply with the terms of this PPA; it will draw their concerns to the attention of the other party. The other party will then have a period of not less than 10 working days within which to comment on and/or address the concerns. If the concerns are not addressed, the first party may then terminate the agreement at any point following the expiry of that period.
- 4.2 The PPA will also be terminated where:
 - a. the Developer submits an appeal under Section 78 of the Town and Country Planning Act 1990 in relation to the Planning Application (for whatever reason);
 - b. the Planning Application is called in by the Secretary of State.

5. Joint Working

- 5.1 All Parties shall act with fairness and good faith in respect of all matters related to the pre-application process and the handling of the Planning Application and will work jointly in complying with their respective obligations under this PPA.

6. Developer's Obligations

6.1 The Developer agrees to use its reasonable endeavours to:

- a. follow the agreed Pre-application Progress Plan (set out in Schedule 5), or has already entered into standard pre-application discussions;
- b. submit the Planning Application to DBC for the Development (set out in Schedule 1) by the Commencement Date (set out in Schedule 6);
- c. submit such of the Application Documents (set out in Schedule 2) as are required by the local planning authority, in the format(s) requested with the Planning Application when it is submitted to DBC;
- d. comply with the Performance Standards and Deadlines (set out in Schedules 3 and 6, respectively).

7. DBC's Obligations

7.1 Without prejudice to its other obligations as local planning authority, DBC agrees to use its reasonable endeavours to:

- a. designate a planning officer who will be responsible for overseeing or carrying out the functions in accordance with this PPA;
- b. follow the agreed Project Plan and Work Programme (set out in Schedule 5) and comply with the Performance Standards and Deadlines (set out in Schedules 4 and 6, respectively).

7.2 DBC may require external consultants to provide independent advice in relation to the following matters, as applicable:

- a. [Development viability appraisal]
- b. [Sunlight and daylight impacts]
- c. [Retail impacts]
- d. [Transport appraisals]
- e. [EIA assessment]
- f. [Marketing assessment]

g. [Archaeology]

h. [Biodiversity]

i. [Landscaping/trees]

j. [Others]

7.3 Should such external independent advice be required the Developer agrees to DBC commissioning the appropriate consultant(s). DBC will consult with the Developer on the commission and take into account any views expressed by the Developer. The Developer will pay for the cost of the consultant(s).

7.4 The Developer agrees in principle to pay the reasonable and proper legal costs incurred by DBC for work associated with the drafting and engrossments of any legal agreement(s) necessary for the determination of the Planning Application.

8 Confidentiality

8.1 DBC is governed by the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 in how it handles the information that it holds. DBC will treat as confidential the pre-application information it receives from the Developer up until the point that the scheme is reported to the Council's Strategic Planning Committee or otherwise made public by the Developer.

SCHEDULE 1

The Development

Address of the application site: []
Description of the Development: []

SCHEDULE 2

The Application Documents

The parties to this PPA agree that the Planning Application shall be accompanied by the following documents:

The statutory national list of planning application requirements:

- Completed form
- Site location plan
- Other plans/information necessary to properly describe the development
- Ownership certificate (including Agricultural holding certificate) & notice
- Design and access statement
- Appropriate fee

The statutory local list of planning application requirements (subject to further discussions with DBC): [amend as appropriate]

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The additional local list of planning application requirements (subject to further discussions with DBC): [amend as appropriate]

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These documents should be provided in paper as well as an electronic copy. Electronic copies **shall not** include any confidential information, such as signatures or private phone numbers.

SCHEDULE 3

The Developer's Performance Standards

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

- a. To carry out such public consultation as may be reasonably requested by DBC as soon as reasonably practicable.
- b. To consult with the Environment Agency, [...], [...], [...] etc in respect of the Planning Application and not to submit the Planning Application to DBC unless and until it has obtained the written response of the said consultees in respect of the Development.
- c. To wherever possible address any concerns raised by any consultee prior to the submission of the Planning Application to DBC.
- d. To explain the pre-submission consultation process, detailing the feedback received from consultees and setting out how the Developer has taken account of the responses to consultation.
- e. To provide DBC with such reasonable additional information as may be requested within 5 working days of such written request from DBC (or such other time period as may be agreed) in order to enable DBC to discharge its responsibilities.
- f. To provide to DBC at least 3 working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.

SCHEDULE 4

DBC's Performance Standards

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

- a. Respond substantively to all emails, letters and telephone calls within **[x]** working days of receipt. Where circumstances beyond the reasonable control of DBC prevent its compliance with this Performance Standard, DBC shall in each case notify the Developer of such circumstances;
- b. Advise the applicant where the Lead Officer is on leave for a period exceeding **[x days]** and where necessary advise who is the substitute Lead or contact.

E Determination of Conditions Date: the [] day of [...] 200[] date
the Discharge of Conditions Application(s) are determined

Signatures (One signed copy for each party)

Signed by the parties or their duly authorised representatives:

Signed by [] and duly authorised for and on behalf of **[The Developer]**

Authorised signatory

Date:

Title

Signed by [] and duly authorised for and on behalf of Dartford Borough Council

Authorised signatory

Date:

Title