



Planning Performance Agreement Charter

August 2013



THE ROYAL BOROUGH OF
KENSINGTON
AND CHELSEA

www.rbkc.gov.uk



1) What is a Planning Performance Agreement?

- 1.1** A Planning Performance Agreement (PPA) is a framework in which parties come together to agree how they are going to take a development proposal through the planning process (CLG/Atlas, April 2008). It is a project management tool for planning applications to help the process run efficiently. A PPA is also a way for applicants and the Council to agree appropriate timetables and resources for a planning application.
- 1.2** PPAs are voluntary agreements between a Local Planning Authority (LPA) and an applicant. Their purpose is to deliver high quality sustainable development that is based on a clear vision and development objectives. They provide a structured way for giving advice to applicants before applications are made, developing supplementary planning documents and processing planning applications, to an agreed project plan and work programme. They provide a framework for the involvement of relevant partner organisations and set a programme for community and councillor consultation. To be effective they should be considered and introduced at the early stage of seeking planning advice from the Council. PPAs do not guarantee a planning permission. The aim is to encourage a more efficient, joined up and less adversarial way of working, based on the principles of development management.
- 1.3** This Charter sets out how the Council will work with applicants, partner organisations, the community and other stakeholders to ensure that all large and complex development schemes are carefully considered in a constructive, collaborative and open manner. It establishes the Council's commitment to the use of PPAs, indicates when it is appropriate for them to be used, clarifies the responsibilities of key parties and provides guidance on the process for developing a PPA.
- 1.4** All parties involved in a PPA with the Royal Borough of Kensington and Chelsea are expected to adhere to the Planning Performance Agreement Charter 2013.

2) When is a PPA appropriate?

2.1 Applications for which PPAs would be recommended generally fall within Level 4 of our planning advice service (see 'Getting planning advice before making an application www.rbkc.gov.uk/advice). Any request for Level 4 advice should be directed to the Head of Development Management to assess the suitability of the project for a PPA by contacting PlanningLine on 0207 361 3012. If this is agreed, the process will be managed through a PPA, following an inception meeting to agree the objectives of the agreement including timescales, key milestones and scheduled meetings. In some cases it might include preparing a brief or Supplementary Planning Document to guide development of the site. A PPA can be created to suit the needs of the proposal and could cover the delivery of the scheme through the stages of planning advice, determining the application, approving details required by conditions and any potential alterations to a scheme.

2.2 The following types of application may be suitable for PPAs. The PPA is used in connection with our planning advice service.

- i) Large scale major applications, such as those identified as of strategic importance in the development plan for the borough, require referral to the Mayor of London, or include an Environmental Impact Assessment.**
- ii) Other major applications which are particularly complex in nature and require extensive advice.**
- iii) Applications for a programme of ongoing works where particular complexities arise such as approving details required by conditions on major applications or multiple applications across an area or estate.**
- iv) The development of a Supplementary Planning Document prior to pre-application discussions.**

2.3 Planning Performance Agreements will not be entered into if the scheme put forward is not considered to be acceptable in principle and could not be amended to be acceptable. Nor will we normally enter into a PPA during an application in order to provide a longer period for a decision – it should be a structured, planned approach.



3) What does it cost?

- 3.1** The cost of a PPA is dependent on the scale of the application, the resources required and input from officers for the project, and will be based on daily rates for officers, including overheads. The fees cover our costs for providing the advice and if we did not charge this the cost would be met by Council taxpayers generally. The fees do not include VAT which will be applied at the appropriate level at the time of invoicing. Any fees paid will not be refunded if it is decided advice is no longer required, even if we have not yet provided it.
- 3.2** The assessment of the resources needed may result in a need to bring in additional expertise or temporary staff, to be funded by the applicant. Importantly, any fees paid do not directly fund the person or people involved in the project.
- 3.3** Where a planning application for a major development proposal is submitted without a planning performance agreement, it will be handled as a routine application within the existing workload of the team, without dedicated resource.

4) Benefits

- 4.1** There are many benefits and advantages of a PPA between the Council and an applicant, including:
- Better overall management of advice and post application stages;
 - Identification of key issues at an early stage;
 - More realistic and predictable timetables;
 - Greater accountability and transparency;
 - Improved partnership working;
 - Dedicated time to your project to an agreed level; and
 - Continuity and consistency in the Council's team.

5) Colleagues across the Council

- 5.1** For PPA applications, specialist officers may also be required to provide advice in a timely and proactive manner. These may include officers with specialisms in transportation and highways, environmental health or law. Where appropriate, other officers will be invited onto the project team.



6) The applicant

- 6.1** The Council expects applicants to approach any project in an open, collaborative and creative manner. Applicants are expected to appoint the appropriate professional consultants with sufficient experience to reflect the complexity of the project and work cooperatively with the Council in sharing information. They are also expected to use reasonable endeavours to meet the agreed work programme. All applicants will be expected to adhere to the Planning Performance Agreement Charter when entering into a PPA.

7) Community engagement

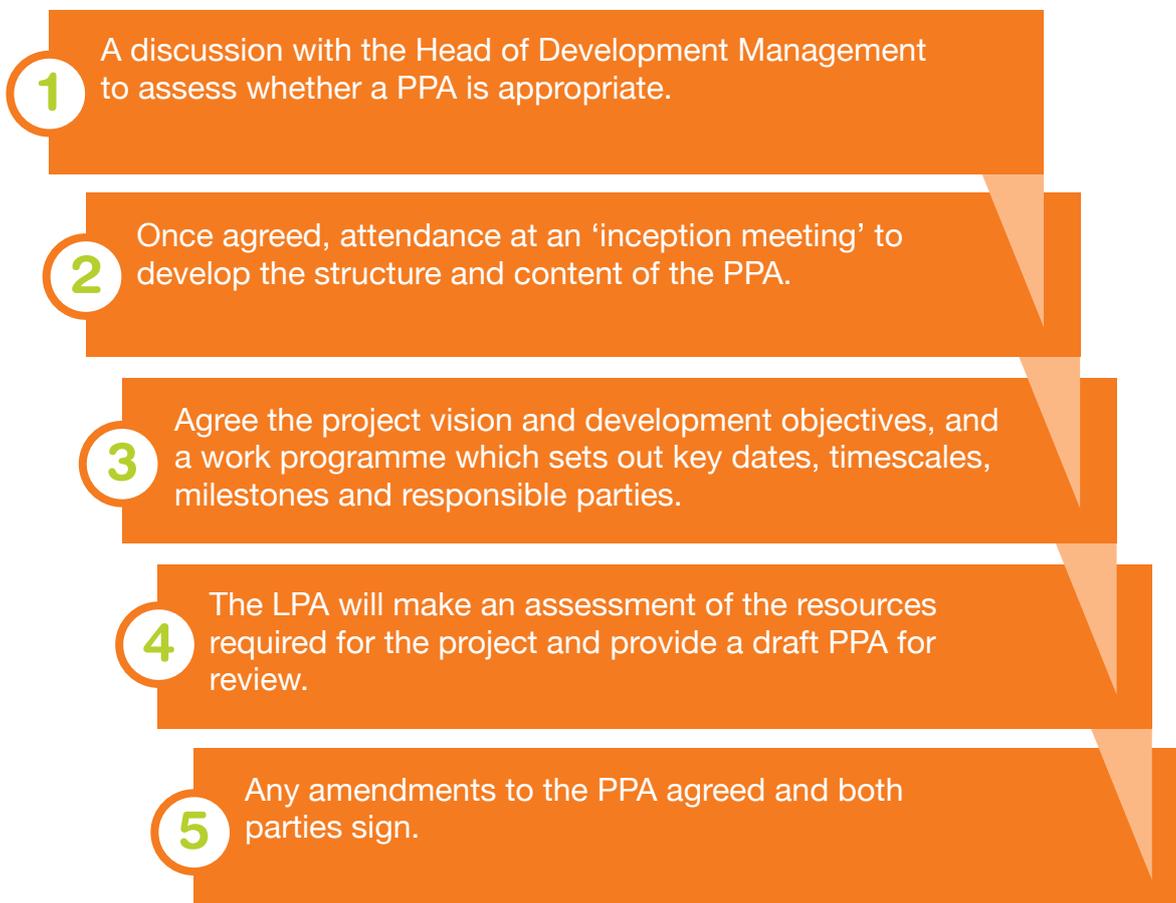
- 7.1** As set out in its Statement of Community Involvement (SCI), the Council is committed to consulting and listening to the views of local residents and businesses to inform its decisions so they have a meaningful opportunity to influence the development of the Borough. The type of consultation that is appropriate before applications are made will vary depending upon the scheme but could include public exhibitions and meetings, surveys of opinion and consultation with other key local groups. The Council will expect the developer to carry out the consultation but can provide advice on the most appropriate methods for doing so and the groups they may wish to consult.

8) Councillor involvement

- 8.1** Councillors are likely to engage as part of the consultation process on PPA schemes in agreement with the lead officer named in the PPA. Where appropriate, a briefing will be held with the appropriate committee and or the councillors within whose electoral ward the PPA scheme is situated.
- 8.2** Councillors may also attend architectural appraisal or design review panels for schemes.
- 8.3** Councillors are involved so they can gain an understanding of the project and other pertinent issues. They may ask questions and raise issues but will not be expected to offer personal opinions on a scheme. Those Councillors who also sit on a Committee that determines planning applications will need to adhere to the Code of Conduct for Members on planning matters and cannot predetermine their view on a scheme that will subsequently be the subject of a planning application. Applicants should not engage privately with councillors.

9) The process for developing a PPA

9.1 For an applicant wishing to enter into a PPA, the process comprises five key stages:



10) Inception meeting

10.1 A PPA will not be entered into with an applicant without an inception meeting being held. Sections of the PPA agreement will be formulated at this time for the lead officer to draft an agreement following the meeting. This is likely to include the key issues and tasks, the project team, who is responsible, and developing a work programme which will set out key dates and milestones. This list is not exhaustive and sections of the PPA template can be adjusted to cater for any requirement. Only the project lead for the applicant need usually attend. Architects and other advisers are not usually necessary for this meeting unless they are acting as planning agent. At the end of the inception meeting, the lead officer will draft a PPA ready for review by the applicant, subject to the appropriate information being provided.

10.2 Once implemented it is expected that the work programme and milestones within the 'timescales and schedule' section of a PPA will be reviewed at regular intervals to check progress. Where necessary, a PPA could be updated if agreed with both the Council and applicant.



11) Requirements for all PPAs

All PPAs are completed in this legal context and are subject to these standard requirements:

- 11.1** When a PPA is entered into it is recognised that the scale of the development proposals will give rise to complex planning issues and the advice and application stages will require significant input from the Council team . Both parties will ensure that the advice and application stages are considered and dealt with in a timely manner, having regard to any timetable set out in a PPA and in compliance with relevant statutory procedures.
- 11.2** All PPAs are 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.
- 11.3** No PPA will fetter the Council in exercising its statutory duties as local planning authority. It will not prejudice the outcome of planning (and related) application(s) or the impartiality of the Council.
- 11.4** No PPA will restrict or inhibit the applicant named in the agreement 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). If either of these rights are exercised the PPA between the parties will be terminated.
- 11.5** The parties entering into a PPA agreement 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 the PPA.
- 11.6** Any party entering into a PPA agreement will 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.
- 11.7** Any party entered into a PPA agreement will use their reasonable endeavours to adhere to any agreed timetable/schedule which sets out the procedure for handling the relevant planning enquiries, pre-application negotiations, and planning and/or listed building/conservation area consent applications in relation to the site.
- 11.8** Nothing contained in a PPA shall be construed to imply a joint venture or partnership relationship between the parties who have entered into such an agreement. The parties shall not have any right, power or authority to act or create any obligations, express or implied, on behalf of the other party, and the applicant and RBKC shall not be obligated, separately or jointly, to any third party of any agreement.
- 11.9** Applicants will provide access to the pre-application/application site upon the Council's reasonable request to support the provision of advice

and processing of any application.

- 11.10** Unless specified in a PPA agreement, the Council will use its available resources to determine application(s) within 91 days of receipt (major applications), 112 days (EIA applications) and 56 days of receipt (minor and other applications).
- 11.11** Either party may by written notice terminate a PPA with immediate effect in the event that:
- (i) the other commits a material breach of any of the terms of this Agreement and in the event of a breach which is capable of remedy, fails to make good any such breach within 7 days of being required so to do by written notice identifying the breach and steps which must be taken to remedy it; or
 - (ii) The applicant or Council wishes to terminate the agreement for any other reason.
- 11.12** The parties' rights, duties and responsibilities shall continue in full force during any termination notice period.
- 11.13** If the applicant is concerned about performance in relation to any matter in this Agreement a representative may contact the supervising officer named in the individual PPA in the first instance.
- 11.14** Failure to pay the fees as set out in the individual PPAs at the stated times will result in the PPA being dissolved.



12) Freedom of Information

- 12.1** Under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 we may receive a request to disclose pre-application advice requests and the advice we have provided. If you require your request to be confidential please advise us in writing of the reasons valid under the Act for this at the time of your request. We will not respond at the time of your request but will take it into account when deciding whether to release information.

More information about Freedom of Information can be found at www.foi.gov.uk

13) Further information

- 13.1** More information about planning at the Royal Borough is available at www.rbkc.gov.uk/planning.

Information about our services can be viewed online without charge at:

- our libraries, and
- the Town Hall, Hornton Street, W8 7NX.

PlanningLine can help you with queries about this service on 020 7361 3012.

14) Tell us what you think

- 14.1** When we get things right please tell us. When we could do better please also tell us so we can improve. Contact planning@rbkc.gov.uk or call PlanningLine on 020 7361 3012.





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