



PLANNING PERFORMANCE AGREEMENT

relating to Land at

.....

This Planning Performance Agreement is made this day of 20....
("the Commencement Date")

BETWEEN:

(1) **EXMOOR NATIONAL PARK AUTHORITY (ENPA)** of Exmoor House, Dulverton,
Somerset TA22 9HL; and

(2) **NAME** of **ADDRESS** (the Developer)

INTRODUCTION

- 1 ENPA is the local planning authority for development within the area in which the site is located.
- 2 The Developer has entered into formal pre-application discussions with ENPA regarding the proposal for [**DESCRIPTION OF PROPOSED DEVELOPMENT**] at the above mentioned site.
- 3 The Developer has understood the requirements of the Authority in what should be submitted with the application and there is agreement to this as to the level of community engagement prior to and during the application being processed.
- 4 In addition the Developer agrees to contribute to any reasonable costs in commissioning expert advice by the Authority, particularly in relation to housing viability or other matters which may be from time to time required to properly determine the application.
- 5 The Developer intends to submit an application for planning permission (and related applications for listed building consent, conservation area consent etc) for the proposed development on the land.
- 6 Given the complexity of the proposals, the range of issues involved and/or the need for a legal agreement, it is acknowledged by the Developer and ENPA that it is not likely to be possible for ENPA to formally determine the planning application(s) within the statutory period. 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 Planning Performance Agreement ("*Agreement*") and compliance with relevant statutory procedures.

- 7 This Agreement seeks to:
 - agree requirements and timescales for consideration and determination of the application(s) 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.
- 8 This Agreement is made pursuant to Section 111(1) of the Local Government Act 1972 and Section 93 of the Local Government Act 2003.
- 9 This Agreement will not fetter ENPA in exercising its statutory duties as local planning authority. It will not predetermine or prejudice the outcome of the planning (and related) application(s) or the impartiality of ENPA officers and Members.
- 10 This Agreement will not restrict or inhibit the Developer from exercising any right of appeal under Section 78 of the Town and Country Planning Act 1990 (as amended) or other relevant statutory appeals.
- 11 This Agreement shall take effect on the Commencement Date and will continue in effect until the determination of the application(s) or the last of the applications to be determined. For the avoidance of doubt, the date of determination of an application shall be the date a Decision Notice is duly issued in respect of that application.
- 12 This Agreement will terminate immediately where:
 - (i) the Developer submits an appeal in relation to the planning application(s) under Section 78 of the Town and Country Planning Act 1990 (as amended) or any other relevant statutory appeal; OR
 - (ii) the application(s) is/are called in for determination by the Secretary of State
- 13 This Agreement may be terminated by either party providing no less than 7 days notice has been given in writing.
- 14 Both parties will act in good faith in respect of all matters related to the application(s) and will work jointly in complying with their respective obligations under this Agreement.
- 15 Both parties will address any requests for clarification and/or further information in a timely manner.
- 16 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.
- 17 Both parties will use their reasonable endeavours to adhere to the timetable for the project, as set out at Appendix 1.
- 18 The timetable will be reviewed between both parties and amended as necessary to take account of any relevant unforeseen matters that might arise.

- 19 An application **Steering Group** shall be established which will be responsible for monitoring and encouraging the day to day progression of the application and co-ordinating expertise from all parties to resolve specific issues.
- 20 The Steering Group shall comprise:
- [NAME]** (Principal Planning Officer DM) acting as Project Manager on behalf of ENPA.
[Agent's name] on behalf of the Developer.
Such other persons as the parties agree may from time to time be helpful to the matters under consideration.
- 21 The Steering Group will usually meet to review progress every 4 weeks. Prior to each meeting of the Steering Group a brief written update will be provided by each party on progress and issues.
- 22 It is acknowledged that ENPA will carry out the drafting of any s106 planning obligation; s278 highways or other legal Agreement(s) required in connection with the development and the Developer hereby undertakes to pay the reasonable legal costs of ENPA in that respect (with the exception of housing schemes where a 100% Local Needs Affordable Housing is proposed), based on work actually and reasonably done and the Authority's adopted hourly charging schedule.
- 23 At the same time as the submission of the application, where anticipated that a legal agreement will be required, the Developer will provide to ENPA office copies of Land Registry title deeds, an epitome of title to any unregistered land, and full details of all mortgages or charges affecting the land, together with details of solicitors acting for the Developer.
- 24 The Steering Group will seek advice from relevant statutory consultees with regard to the level of any financial contribution that may be requested in respect of the development.

SIGNATURES

Signed by the duly authorised representatives of the parties:

<p>.....</p>	<p>.....</p>
<p>David Wyborn Head of Planning and Sustainable Development</p>	<p>Agent on behalf of <p>.....</p> </p>

Appendix 1

Insert Agreed Date	
	Submission of Planning Application and other related applications.
	Submit to ENPA land registry details of ownership including details of any mortgages, charges or 3 rd parties who have rights over the land.
	ENPA to have validated the application(s) provided that all of the required supporting information has been submitted.
	ENPA to provide initial schedule of any further information or clarification required by ENPA or other consultees (e.g. DCC Highways)
Week Commencing	Steering Group meets.
	ENPA to provide copies of consultee responses in order for outstanding issues to be addressed.
	Applicants to have provided any further supplementary information or clarification as appropriate following consultee responses and discussions.
Week commencing	Steering Group meets.
	Applicants to submit any outstanding clarification on matters identified by ENPA. Section 106 Heads of Terms to be settled.
	Committee Site Inspection (if required)
	Report to be prepared for Committee to include Section 106 Heads of Terms.
	Committee Date.
	Section 106 (if required) completed and Decision Notice issued.