**PLANNING PERFORMANCE AGREEMENT FOR THE APPROVAL OF SUBMISSION OF DETAILS**

THIS AGREEMENT is made on **DD/MM/YYYY**

### BETWEEN

1. **MAIDSTONE BOROUGH COUNCIL** of Maidstone House, King Street, Maidstone ME15 6JQ, and
2. **XXXXXXX of** xxxxxxxxxxxxx

Maidstone Borough Council is the Local Planning Authority for development for the area in which the site is located.

The Applicant is **xxxxxxx**

The Site is locatedat: **xxxxxxx**

The applicant is to submit application(s) for approval of details pursuant to condition(s) imposed on planning permission ref **xxxxx** for: **xxxxxxx**

The condition(s) being as follows:

|  |  |
| --- | --- |
| Condition | Relating to issue |
| **xx** | **xxxxxxx** |
| **xx** | **xxxxxxx** |
| **xx** | **xxxxxxx** |
| **xx** | **xxxxxxx** |
| **xx** | **Xxxxxxx** |

### INTRODUCTION AND PURPOSE

This Planning Performance Agreement (PPA) is an agreement between Maidstone Borough Council (MBC) and the Applicant to provide an agreed time period for determination of the application(s). A conditions PPA can cover several separate submissions of details applications but will be limited to 10 conditions in total.

This Agreement does not guarantee approval of the conditions details. It relates to the timetable of considering the submissions and not the decisions themselves.

**JOINT WORKING**

The objectives of this PPA are co-operation and consistency to provide more certainty for the timetable of the intended outcomes and to improve the quality of the project.

**RESOURCES AND LIAISON**

**The Project Team**

The Project Team will comprise of the MBC Team and the Applicant’s Team, as defined below. The Project Team will be expanded by agreement.

**MBC’s Team:**

|  |  |  |
| --- | --- | --- |
| **Name** | **Position & Role** | **Contact Details** |
|  |  |  |
|  |  |  |
|  |  |  |

**The Applicant’s Team:**

|  |  |  |
| --- | --- | --- |
| **Name** | **Position & Role** | **Contact Details** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**PRE-APPLICATION AND POST SUBMISSION MEETINGS**

This PPA does not include any pre or post submission advice/meetings. These would need to be paid for as a separate service. However, we encourage pre-application discussions as they can assist in achieving determination targets. Similarly, we would encourage developer engagement with any relevant consultees before submission to help meet the timescales.

**BREACH AND REFUNDS**

In the event of any breach of the Agreement by MBC that delays the mutually agreed target decision date(s), a partial refund of the fee may be made, where the breach is wholly within the control of MBC officers as follows:

* MBC will refund to the applicant 10% of the PPA fee on breach of the mutually agreed target decision dates.

* If the application(s) remains undetermined 20 working days after the mutually agreed target decision date(s), a further 10% of the PPA fee will be refunded to the Applicant.

**RESOLUTION OF DISPUTES**

In the event of a dispute between the parties concerning this Agreement, the parties shall work together to try to resolve the dispute by mutual agreement and as soon as reasonably practicable.

In the event that the parties are unable to resolve the dispute within 20 working days, either party may refer the dispute to the nominated officer or employee of the parties as follows:

* In respect of the Developer **xxxxxxxxx**
* In respect of the MBC, the Head of Planning and Development, Rob Jarman

Or another person of appropriate seniority as a party may nominate for the purposes of this clause from time to time.

**AGREED PROJECT PROGRAMME**

Applicant intended submission date(s): **xxxxxxxxx**

Where necessary, MBC will contact the applicant every 2 weeks to provide a progress update. MBC will endeavour to promptly upload representations from consultees to the website and applicants are encouraged to track the submissions online.

It has been agreed that the following timeframes from validation are appropriate for consideration of the details and the issuing of the Approval(s).

|  |  |  |
| --- | --- | --- |
| Condition | Relating to issue | Target determination |
| **xx** | **xxxxxxx** | **Xx** weeks |
| **xx** | **xxxxxxx** | **Xx** weeks |
| **xx** | **xxxxxxx** | **Xx** weeks |
| **xx** | **xxxxxxx** | **Xx** weeks |
| **xx** | **Xxxxxxx** | **Xx** weeks |

**AGREEMENT**

Maidstone Borough Council and the Applicant (and Other Party if relevant) hereby agree to the content of this Planning Performance Agreement

**Maidstone Borough Council**

|  |  |
| --- | --- |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** | Maidstone Borough Council |
| **Date:** | **xxx** |
|  |  |

**Applicant**

|  |  |
| --- | --- |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |
|  |  |

Delete if N/A

**Other Party**

|  |  |
| --- | --- |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |
|  |  |

**Appendix 1 – Obligations**

Both parties agree to:

* Engage with the other party in accordance with the Project Programme
* Use all reasonable endeavours to consider any reasonable concerns raised by other parties
* Use reasonable endeavours to respond to all urgent emails, letters and telephone calls within 2 working days of receipt and, in the case of non-urgent simple correspondence within 5 working days of receipt.

The applicant agrees to:

* Provide MBC with any reasonable additional information if requested by the Planning Officer(s) within 10 working days of a written request from MBC (or such other time period as may be agreed). This does not mean the Developer is required to provide any information that would not ordinarily be provided.

Maidstone Borough Council agrees to:

* Liaise with statutory consultees if response times would affect the prescribed timescales.
* Contact the applicant/agent to keep them updated of progress at the frequency defined in the project programme
* Endeavour to promptly upload representations from consultees to the website
* Designate a Planning Officer(s) who shall be MBC’s lead officer and who will form and lead a project team within MBC and who shall give on-going priority as necessary for MBC to carry out the functions in accordance with this agreement.
* In addition to the Planning Officer(s), MBC shall use all reasonable endeavours to make available any other employees as necessary to comply with its obligations under this agreement.

**Appendix 2 - Frequency and terms of payments**

* PPA fee of £**xxxxx** to be paid on agreement of this document, prior to being signed by MBC.