

PLANNING PERFORMANCE AGREEMENT

This Agreement is made on the **16th June 2017** between

(1) London Borough of Richmond Upon Thames, Civic Centre, 44 York Street,
Twickenham, TW1 3BZ ("**LBR**")

(2) Pinenorth Properties Limited ("**the Developer**")

Together "**the Parties**"

And refers to the area of land shown edged red on Plan 1 at Schedule 1 ("**the Site**")

1. Recitals

- 1.1. LBR is the local planning authority for developments falling within the area in which the Site is located.
- 1.2. The Developer has submitted a Section 73 application to LBR for development at the Site as detailed in Schedule 1 of this Agreement.
- 1.3. The Planning application is accompanied by the Application Documents specified in Schedule 2.
- 1.4. The Parties desire and have agreed to work together to ensure that the Planning Application is determined in a timely manner and that guidance and meetings during processing are as effective as possible.
- 1.5. The Developer and LBR recognise that the Development will be accompanied by a number of Application Documents and will give rise to a range of planning issues and, accordingly, they acknowledge that in order to properly assess those planning issues a decision notice on the Planning Application may not be capable of being issued within the 13/16 week statutory period.
- 1.6. Given these circumstances the Developer and LBR have agreed to enter into a Planning Performance Agreement to cover the planning application stage.
- 1.7. The Agreement is entered into by LBR pursuant to Section 2 of the Local Government Act 2000 and is entered into by the Parties for the following purposes:

to agree requirements and timescales in the form of LBR's Performance Standards and the Developer's Performance Standards for the consideration and determination of the Planning Application for the purpose of providing the Parties with certainty as to the process and timescale to be followed;

to establish appropriate measures for monitoring compliance with the respective Parties' obligations under this agreement; and

to establish regular review mechanisms.

- 1.8. This agreement is being entered into in order to facilitate the application process generally and in accordance with government guidance but it should be noted that it in no way fetters the decision making responsibility of the Council and in no way anticipates the likely outcome of the Planning Application and is entirely without prejudice to the outcome of it.
- 1.9. Nothing in this agreement shall restrict or inhibit the Developer from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990 nor their 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.

2. Interpretation

- 2.1. In this Agreement, the following words and expressions have the following meanings:

Additional Resources means any additional resources pursuant to clause 11 of the Agreement.

Application Documents means the documents submitted with the Planning Application and attached at Schedule 2 of this Agreement as well as any further documents which are submitted in relation to the Planning Application.

Developer's Performance Standards means the Developer's performance standards as detailed in Schedule 3 of this Agreement.

Development means the development at the Site as set out in Schedule 1 of this Agreement.

LBR's Performance Standards means LBR's performance standards as detailed in Schedule 4 of this Agreement.

Planning Application means the S73 application for the Development to be submitted to LBR in accordance with this Agreement.

Planning Condition(s) means all of the conditions or any individual condition imposed by the Planning Permission relating to the Development.

Planning Functions means the statutory functions of LBR including (without limitation) all aspects of the determination of the Planning Application.

Planning Permission means any planning permission/s that may be granted by LBR pursuant to the Planning Application.

Project Programme means the programme set out at Schedule 5 of this Agreement.

Project Timeframe means the timeframe set out in the third column of the Project Programme

In this Agreement:

- 2.2. the clause /section headings do not affect its interpretation;
- 2.3. unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 2.4. references to any statute or statutory provision include references to:

all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

3. Term

- 3.1. This Agreement will come into force on the date of this Agreement and unless otherwise agreed by the Parties shall continue in force until the earlier of:

the date a planning decision is issued by LBR on the Planning Application;

the termination of this Agreement in accordance with the provisions of Clause 10 (Recital paragraph 1.10).

4. Joint Working

- 4.1. All Parties shall act with the utmost fairness and good faith towards each other in respect of all matters in respect of the handling of the Planning Application and to work jointly with each other in complying with their respective obligations under this Agreement.
- 4.2. In particular the Parties shall work collaboratively to ensure the determination of the Planning Application in accordance with the Project Programme and the Project Timeframe.

5. Project Vision

- 5.1. The project vision is to ensure a well-designed and high quality sustainable development while being respectful to nearby residential development and in line with LBR's policies.

6. Objectives of this Agreement :

- 6.1. The objectives of this Agreement are to:

Confirm the Planning Application deliverables to be provided in support of the Planning Application;

Set out the Project Timeframe, including application meetings, proposed submission and determination deadlines in respect of the Planning Application;

Set out agreed timeframes for a response from the Developer, the Developer's consultancy team, and LBR when actions are raised during the project (as set out in Schedules 3 and 4); and

Agree a shared vision to guide the development of the site.

7. Post-Submission Meetings

- 7.1. The Parties agree that the application meetings to be undertaken post-submission of the planning application will take place as detailed in the table below and in accordance with the Developer's Performance Standards and the LBR's Performance Standards.
- 7.2. The Parties further agree that the post-submission meetings should be focused on specific issues, as set out below but that it may be appropriate

to cover more than one issue in one meeting or that more than one meeting may be required in order to resolve issues at a post-submission stage and that this can be agreed between the Parties at the appropriate time. Each meeting shall also cover a Project Progress Review.

- 7.3. The Pre-application meetings shall, at the reasonable request of the Developer, be attended by a Planning Officer with the designation of Principal Planning Officer or above.

Meeting Topic	Attendees	Comments	Timing
Affordable Housing	Applicant Planning Consultant architect Planning Officer Council's Consultants Affordable Housing Consultants		1st June 2017

8. Charging

- 8.1. The Developer agrees to pay to LBR a payment of £6421 (inc VAT) to cover the meeting to discuss affordable housing matters as referred to above and a further fee of £8579 (inc VAT) to cover time incurred by officers from LBR in achieving a report to committee on **5th July 2017** (as set out in Schedule 5).
- 8.2. The initial payment of £6421 (inc VAT) shall be paid within 5 working days of the date of this agreement and the second payment of £8579 (inc VAT) shall be paid no later than 5th July 2017.

9. Breach and Termination

- 9.1. If any party shall commit any material breach of its obligations under this Agreement and shall not remedy the breach within 10 working days (or such other period as may be specified by the notifying party provided that such period is no less than 10 working days) of written notice from the other party or parties to do so (if capable of remedy) then the notifying party may without prejudice to its other rights and remedies terminate this Agreement forthwith by giving written notice to this effect to the party or parties in breach.

- 9.2. In the event of a refusal of the Planning Application either Party may elect to bring this Agreement to an end.
- 9.3. Without prejudice to their rights the Parties may by mutual agreement terminate this Agreement with immediate effect.
- 9.4. This Agreement shall automatically terminate in the following circumstances:

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);

the Planning Application is called in by the Secretary of State; or the Mayor of London issue a Direction pursuant to Section 2A of the Town and Country Planning Act 1990, this Agreement shall automatically terminate.

10. Amendment/Review of Agreement

- 10.1. Amendment to the agreement and revision of timescales shall be subject to review as may be agreed between the Parties.
- 10.2. This timeframe set out in this agreement assumes that all substantial relevant issues are addressed throughout the pre application process. The timeframe specified only allows for minor alterations to the application once submitted. Any substantial issues that arise may result in the need for a further consultation exercise to be undertaken (which will have time implications). If timescales change as a result of issues arising throughout the application LBR (with the agreement of the Developer) will be entitled to vary the agreement in a manner proportionate to the scale of the issue.

11. Additional Resources

- 11.1. LBR is permitted to discharge its Planning Functions as local planning authority under the terms of this Agreement by any of the following:

the employment of external consultants as may be required to provide LBR with specialist technical advice which cannot be provided in-house;

the employment of an external consultant to act as or on behalf of the Case Officer, as defined in paragraph a of Schedule 4, in respect of all or any of the Planning Application; and

the reasonable provision of any additional supporting staff or equipment as LBR may require in order ensuring it can provide carry out the Planning Functions in accordance with the LBR's Performance Standards.

- 11.2. Prior to any such discharge of the Planning Functions pursuant to Schedule 5 LBR will agree with the Developer prior to instruction :

11.2.1 any costs which the Developer will be liable for Specialist Technical Advice, subject to fees being agreed with the Developer in advance of appointment, in addition to the PPA fee; and

11.2.2 the scope of likely consultant input

- 11.3. Based on the current understanding of the project, the following Specialist Technical Advice /input may be required:

Viability/Affordable Housing

12. Legal Costs

- 12.1. The Developer will be liable for:

all legal costs reasonably incurred by LBR in the negotiating, drafting and signing of any Section 106 Agreement under the Town and Country Planning Act 1990 or related agreement(s) which LBR are required to enter into pursuant to the Planning Application;

all or part of the cost of external consultant advice reasonably incurred following the signing of this Agreement, as agreed between LBR and the Developer, shall be borne by the Developer.

13. Nature of Agreement

- 13.1. Nothing in this Agreement shall create, or be deemed to create, a partnership between the Parties.

13.2. If any provision of this Agreement is held by any court or other competent body to be void or unenforceable in whole or part, then the other unaffected remaining provisions of the Agreement shall continue.

13.3. Nothing in this Agreement shall fetter or restrict LBR in the exercise of its powers under any enactment statutory instrument regulation order or power for the time being in force.

13.4. LBR enters into this Agreement on the basis that it is without prejudice to its determination of the Planning Application and nothing in this Agreement is intended to commit to the delivery of an approval of the Planning Application.

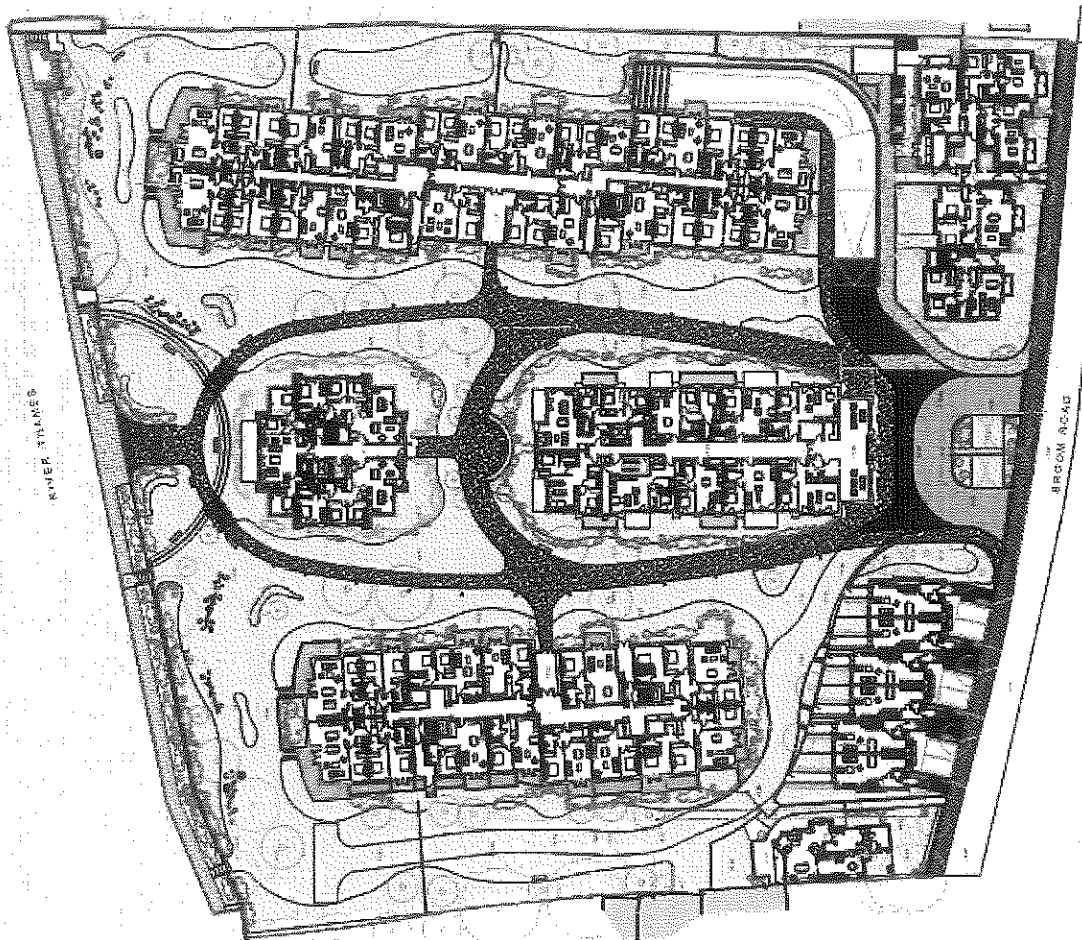
SCHEDULE 1

The Development

Address of the Application Site: **Teddington Studios, Broom Road, Teddington**

Description of the Development: **Variation of approved drawing no's attached to 14/0914/FUL to allow for the development of Block B as two blocks and an increase in the overall number of units from 220 to 235 and minor changes to the riverside walkway.**

Plan 1 - Red Line Drawing (insert below)



SCHEDULE 2

The Application Documents

The Parties to this Agreement 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 & Notice
- Agricultural Holdings Certificate
- Design and Access Statement including landscaping, external lighting and secure by design
- Appropriate fee

The additional planning application requirements shall meet the minimum requirements for such documents as set out in the Council's Local List of Requirements which for guidance is likely to include:

- Application form and certificate A;
- Application drawings as listed within the SES;
- Supplementary Environmental Statement, Appendices (inc FRA) and Non-technical Summary;
- Statement of Community Involvement; and
- CIL Form;

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 undertake pre-application consultation with the local community and Stakeholder and advise LBR of the proposed timescales.
- b. To wherever possible address any concerns raised by any consultee post-submission of the planning application to LBR.
- c. To include a Statement of Community Involvement, explaining the pre-submission consultation and feedback received from consultees, with the Planning Application and where possible how relevant planning issues have been resolved.
- d. To submit the Planning Application with the Application Documents to LBR for the Development by no later than the **31st March 2017** (with the Developer using reasonable endeavours to achieve this date) as detailed in the Timeframe at Schedule 5.
- e. To provide LBR with such additional and/or amended information as may be requested within 5 working days of such written request (including emails) or telephone calls (or within such other time period as may be agreed) in order to enable LBR to discharge its responsibilities.
- f. To provide to LBR at least 5 working days prior to any meeting (or such other time period as may be agreed) an agenda for confirmation of topics to be discussed.
- g. To provide to LBR at least 5 working days prior to any meeting (or such other time period as may be agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
- h. To ensure that relevant consultants are available to attend any meeting if required.
- i. To provide to LBR within 2 working days of any meeting having taken place the minutes or action points arising from that meeting as well as any material which it was not possible to provide ahead of the meeting.
- j. To comply with the Project Programme so far as it places obligations on the Developer.

SCHEDULE 4

LBR's Performance Standards

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

- a. To designate a qualified and experienced planning officer ("the Case Officer") who alone or as part of a team shall be responsible for overseeing or carrying out the Planning Functions in accordance with this Agreement and shall give on-going priority to the performance of the Planning Functions as necessary for the delivery of the Project Programme in accordance with the Project Timeframe and has the relevant experience of a type and scale required in order to determine the Planning Application and to ensure that he has a clear understanding of LBR's obligations under this Agreement
- b. To respond substantively to all emails and letters within 5 working days and telephone calls within 2 working days of receipt. Where circumstances beyond the reasonable control of LBR prevent its compliance with this performance standard, LBR shall in each case notify the Developer of such circumstances
- c. To notify the Developer no later than 8 working days prior to any meeting of the Planning 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 the Planning Committee at that time.
- d. To provide to the Developer at least 5 working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action or agenda points identified.
- e. To ensure relevant officers attend the meetings as necessary and for these officers to review any material submitted ahead of the meeting pursuant to paragraph g of Schedule 3 or submitted following the meeting pursuant to paragraph I of Schedule 3
- f. To provide comments on the minutes and any additional material provided by the Developer pursuant to paragraph I of Schedule 3 within 5 working days of the receipt of these.
- g. Provide to the Developer at least 5 working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action or agenda points identified.
- h. To provide to the Developer within 5 working days of any meeting, any agreed responses or action arising from that meeting.
- i. To ensure that where reasonably requested by the Developer and provided that notice of at least 10 working days is given that an officer with the appropriate level of authority and relevant experience, with the

designation of Principal Planning Officer or above, is available to attend meetings with external third parties and /or the Developer.

- j. To comply with the Project Programme so far as it places obligations on LBR.

SCHEDULE 5**Project Programme**

The Parties shall use their reasonable endeavours to ensure that the Planning Application is progressed in accordance with the Project Programme (unless subsequently varied).

Processing of application		
Submission of the Planning Application, together with the Application Documents	Developer	31st March 2017
Registration and validation of the Planning Application (provided that the Planning Application is valid)	Planning Officer	One week after submission
Consultation in respect of the Planning Application subject to validation	Planning Officer/ Developer	Within 3 Days of validation
Obtaining technical advice from within LBR or an external consultant	Planning Officer	Within 4 weeks of consultation
Consideration of consultation responses received/ negotiations of amendments required	Planning Officer	Within 2 weeks of receiving responses
Negotiation and drafting of S106 agreement (Deed of variation)	LBR's legal representative/officers and Developer	On-going but commenced prior to presentation of application to Planning Committee)

Report Stage		
Preparation of Report to Planning Committee to include as with application 15/3973/VRC reference to previously approved and cleared conditions discharged that were attached to application 14/0904/FUL, rather than any re-imposition of those conditions	Planning Officer	19th June 2017
Report to Planning Committee	Planning Officer	5^h July 2017

Issue of Planning Permission (where appropriate)		
Withdrawal of existing planning appeal	Developer	Within 2 working days of the resolution to grant planning permission by the Planning Committee on 5th July 2017
Signing of S106 agreement	LBRs legal representative / Developer	Within 4 weeks of committee resolution (dependent on extent and complexity of the HOTs and availability of relevant signatories)
Issue of Planning Permission	Planning Officer	within 7 days of S106 being signed

SCHEDULE 6

Project Team

In order for both parties to work constructively and productively it is vital that key project team members are identified along with direct contact details.

LBRUT

Name	Position	E-mail	Direct Dial Phone Number
Simon Graham-Smith	Planning Officer	s.graham-smith@richmond.gov.uk	N/A
Chris Tankard	Area Team Manager	c.tankard@richmond.gov.uk	N/A

Applicant's project team

Name	Position	E-mail	Direct Dial Phone Number
Kevin Goodwin	Director	Kevin.goodwin@cgms.co.uk	0207 832 1466
Robert Emery	Director	r.emery@halondon.com	0203 096 1309

IN WITNESS whereof the Parties have executed this Agreement in the presence of the persons mentioned respectively below this day and year first before written

Signed by **Kevin Goodwin (RPS CgMs)** authorised for and on behalf of **PINENORTH PROPERTIES LIMITED**



Director

Signed by **Chris Tankard** for and on behalf of **LONDON BOROUGH OF RICHMOND UPON THAMES**



Authorised signatory

in the presence of:



Simon Graham Smith

Planning Officer

19th JUNE
2017