

PLANNING PERFORMANCE AGREEMENT

APPLICATION STAGE

DATE

**14/09/2021**

SITE ADDRESS

**Kingston Bridge House, Church Grove, Hampton Wick, KT1 4AG**

APPLICATION REFERENCE

**21/1399/FUL**

This Planning Performance Agreement (PPA) is made between

London Borough of Richmond upon Thames, Civic Centre, York Street, Twickenham, TW1  
3BZ (“LBR”), and

**Westcombe Group** (“The Applicant”)

## Planning Performance Agreements

Excerpt from the National Planning Practice Guidance, paragraph 016 Reference ID: 20-16-20150326 (revised 26 March 2015):

A planning performance agreement is a project management tool which the local planning authorities and applicants can use to agree timescales, actions and resources for handling particular applications. It should cover the pre-application and application stages but may also extend through to the post-application stage.

Planning performance agreements can be particularly useful in setting out an efficient and transparent process for determining large and/or complex planning applications. They encourage joint working between the applicant and local planning authority and can also help to bring together other parties such as statutory consultees.

A planning performance agreement is agreed voluntarily between the applicant and the local planning authority prior to the application being submitted and can be a useful focus of pre-application discussions about the issues that will need to be addressed.

Paragraph 018: Reference ID: 20-018-20150326

A planning performance agreement can extend to matters beyond the formal application process – such as programming the negotiation of any section 106 agreement and related non-planning consents. For very large or complex schemes the agreement may also provide a basis for any voluntary contributions which the applicant has offered to pay to assist with abnormal costs of processing the application. The parties will want to ensure that such payments do not exceed the cost of the additional work involved, are not seen to have any implications for the decision on the application, and do not deflect resources from processing other cases; any additional resource provided in this way needs to be used for additional capacity that is genuinely required to ensure a timely and effective service.

## Introduction and Purpose

LBR is the local planning authority for developments falling within its boundary.

The site is Kingston Bridge House, Church Grove, Hampton Wick, KT1 4AG and refers to the area of land shown edged in red on Plan 1 at Schedule 1 ("The Site").

1.2. The Applicant intends to submit a Full Planning Application to LBR in respect of the proposed development as set out in Schedule 1.

The application submission will be supported by the application documents set out in Schedule 2.

The objectives of this PPA are as follows:

- Agree a shared vision to guide the development of the site
- Confirm the Planning Application deliverables to be provided in support of the application (Schedule 2)
- Set out the Project Programme, including 1 meeting (Schedule 5)
- Set out the Project Team (Schedule 6)
- Set out agreed timeframes for a response from the Applicant and LBR (Schedules 3 and 4)
- To establish appropriate measures for monitoring compliance
- To establish regular review mechanisms

This agreement is intended as a Memorandum of Understanding, and not a legal agreement, and is being entered into in order to facilitate the application process. It relates to the process of considering development proposals and not the decision itself.

1.7. Nothing in this agreement shall restrict or inhibit LBR from properly exercising its role as the local planning authority or the Applicant from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.

1.8 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

## Performance Standards

The Applicant agrees to use its reasonable endeavours to achieve the performance standards set out in Schedule 3.

LBR agrees to use its reasonable endeavours to achieve the performance standards set out in Schedule 4.

## Planning Application Programme

The PPA Project Programme (Schedule 5) is devised to provide a realistic timeframe for providing pre-application advice / determining the planning application and includes an indication of the overall timeframe and an indicative timetable of meetings which may be subject to change as agreed.

Meetings shall be carried out in accordance with the Performance Standards set out Schedule 5 and shall, at the reasonable request of the Applicant (and subject to the agreement by the case officer) be attended by the LBR case officer and relevant consultees.

The Applicant and LBR acknowledge that the timeframe may be subject to change which will be kept under review moving forward.

In agreeing to this timeframe, the Applicant and LBR agree to extend the statutory period for determination of the planning application under Article 29 of the Town and Country Planning (Development Management Procedure) (England) Order 2010.

### Confidentiality

4.1 Confidentiality protocols will be agreed and applied to specific issues and/or information as they emerge.

### Charges

The Applicant agrees to pay to LBR a total of (£10,000) plus VAT to cover Planning Application costs to cover time incurred by officers from LBR as set out in Schedule 5.

The Applicant agrees to pay to LBR in the following tranches:

£5,000 + VAT – October 2021

£5,000 + VAT – November 2021

The Applicant agrees to pay any Additional Resources for specialist technical advice as agreed between the parties as set out in Schedule 7.

The Applicant agrees to pay LBR's reasonable legal costs incurred in association with the preparation of the S106 Agreement.

5.5. No refund will be made on any payment once payment is made.

Amendment / Review of Agreement

6.1 Amendments to the agreement, charges, meeting schedule and revision of timescales (as set out in the Project Programme) shall be subject to review as may be agreed in writing between the parties.

Agreement

The above Planning Performance Agreement has been agreed between the London Borough of Richmond upon Thames and Westcombe Group.

This agreement will be effective for the period up to the determination of the pre- application / application scheme. The Term will be subject to review as may be agreed between the Applicant and the Council


Signed by

for and on behalf of **WESTCOMBE GROUP**

The Applicant

in the presence of: Sam Tiffin

Authorised signatory



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

in the presence of:

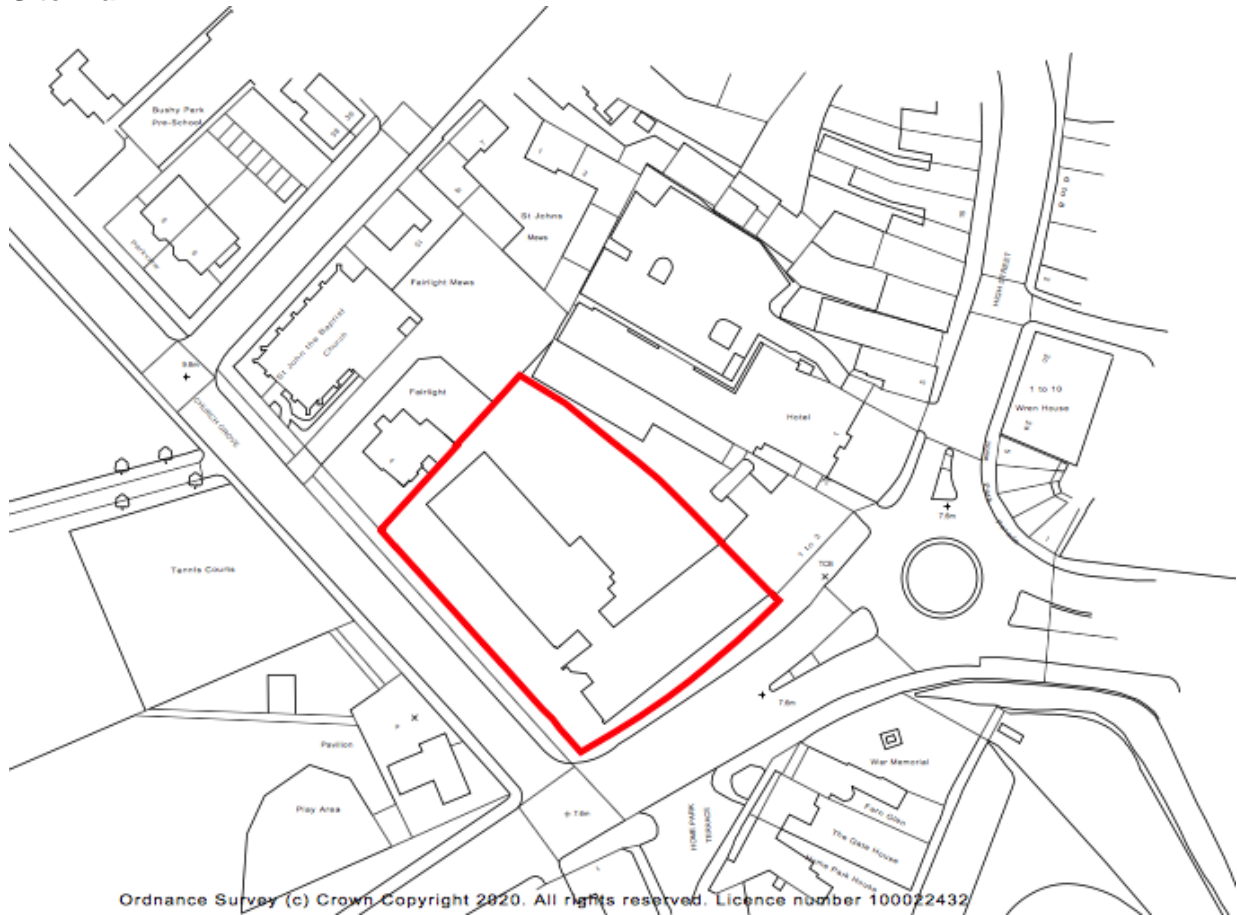
William Tysterman

Authorised signatory

*WTysterman*

Schedule 1 The Development

**Site Plan**



Address of the application site:

**Kingston Bridge House, Church Grove, Hampton Wick, KT1 4AG**

Description of the Development:

**Erection of 2 storey and single storey extensions to the roof, an infill extension at ground floor level, façade improvements and change of use of the building to provide 89 residential units with associated landscaping, parking/refuse provision, and external alterations.**

Schedule 2

Application Documents

The Parties to this Agreement agree that the Planning Application shall be accompanied by the following documents

Application fee  
Application form  
Ownership and Agricultural Holdings certificates  
Community Infrastructure Levy form  
Site location plan  
Existing and Proposed Plans  
CGIs  
Planning Statement, including Community Engagement Report, Residential Standards Statement, Open Space Assessment (demonstrating impact on/justification for loss on OOLTI), Statement justifying loss of community space addressing DM SI 2, Affordable Housing Statement including evidence of discussion with Registered Providers  
Design & Access Statement  
Viability Statement to make reference to affordable housing and zero carbon standards  
Transport Statement, Parking Layouts and Tracking  
Framework Construction Management Statement  
Energy Report  
Sustainability Statement, including Sustainable Construction Checklist  
Tree Report, Arboricultural Impact Assessment and Arboricultural Method Statement  
Ecology Report  
Heritage Statement  
Schedule of Works  
Health Impact Assessment  
Daylight/Sunlight Assessment  
Flood Risk Assessment and Surface Water Drainage Strategy  
Foul Water Drainage and Utilities Assessment  
Desk Study and Preliminary Site Assessment Report (contamination)  
Desk Based Archaeological Statement  
Draft HoTs  
Environmental Impact Statement



### Schedule 3

#### The Applicant's Performance Standards

##### Application stage

Wherever possible address any concerns raised by any consultee prior to the submission of the Planning Application to LBR

To submit the Planning Application with all the Application Documents to LBR for the Development (Schedule 2)

To provide LBR with such additional information as may be requested within 5 working days of such written request from LBR (or such other time period as may be previously agreed) in order to enable LBR to discharge its responsibilities.

To provide to LBR at least 5 working days prior to any meeting (or such other time period as may be previously agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.

To provide to LBR within 5 working days of any meeting the minutes or action points arising from that meeting as well as any material that was not available prior to the meeting.

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:

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 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 provide Pre-application advice and / or determine the Planning Application and to ensure that he/she has a clear understanding of LBR's obligations under this Agreement.

To respond substantively to all emails and letters within 5 working days unless previously agreed with the other party 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 Applicant of such circumstances. To ensure relevant officers attend the meetings as necessary and for these officers to review any material submitted ahead of the meeting pursuant to point 2 / 5 of Schedule 3.

To provide comments on the minutes and any additional material provided by the Applicant pursuant to point 3 / 6 of Schedule 3 within 5 working days of the receipt of these. To provide to the Applicant within 10 working days of any meeting / or receipt of substantive and relevant documents which are relevant to that meeting (whichever is later), any agreed responses or action arising from that meeting.

To ensure that where reasonably requested by the Applicant and provided that notice of at least 10 working days is given that an officer with the appropriate level of authority and relevant experience, is available to attend meetings with external third parties and/or the Applicant to comply with the Project Programme in Schedule 5 so far as it places obligations on LBR, unless previously agreed with the Applicant.

Schedule 5

Planning Application 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). The following identifies the planned project programme for the application stage of the project

Overall Timeframe

Month/Year	Key Milestones
August 2021	Submission of planning application
October 2021	Review and feedback from statutory consultees and GLA stage 1 response (No meeting – Email with all feedback and review of comments)
November 2021	Design Review Panel / Feedback
November 2021	Progress Meeting with the Council following all of the above
January 2022	Planning Committee Recommendation
April 2022	Decision / S106 completion



Planning application determination programme: FUL

Week(s)	Week commencing	Key Milestones
Aug 2021		<p>Applicant to submit the planning application.</p> <p>Within 5 working days LBR to register and validation the application; and            Send out consultation letters / advertising the application;            Or            Inform the Applicant if the application is invalid with reasons</p>
Aug 2021	Subject to submission of a valid application	<p>Statutory consultee period</p> <p>LBR to assess application and inform the Applicant of any issues as they arise            Project Team Meeting</p>
September 2021		<p>End of Statutory consultation period</p> <p>LBR to confirm any outstanding issues to be addressed (objectors comments etc)</p>
November 2021		<p>Applicant to address any outstanding issues / prepare amended plans (if necessary)</p>
December/ January 2021/22	Note: If re- consultation is required this will increase the programme length by 2 weeks	<p>LBR to confirm any final issues to be addressed.</p> <p>Draft S106 Heads of Terms to be agreed. Legal teams instructed to prepare draft S106 Agreement (if all aspects of the scheme are considered acceptable).</p>
December/ January 2021/22		<p>Preparation of reports to Planning Committee</p>

December 2021		Section 106 Heads of Terms to be Agreed Review of any final amended plans additional information from the applicant Discuss planning conditions
January 2022		Review of Draft Conditions
January 2022		Publication of LPR Planning Committee Report
February 2022		Planning Committee meeting
March 2022		S106 Drafting / completion
April 2022		LBR issue planning decision notice

## Schedule 6

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

## The Applicants Project Team

Role	Organisation	Contact Details
Applicant	Westcombe Group	Kamal Pankhania, 7 Churchill Court, 58 Station Road, North Harrow, Harrow, HA2 7SA
Planning	Progress Planning	Richard Conroy, Waterside House, 20 Riverside Way, Uxbridge UB8 2YF
Architect	Fluent Architecture	Neville Millen, Monkey Puzzle House, 69-71 Windmill Road, Sunbury on Thames, TW16 7DT
Highways	Lanmor Consulting	Kevin Lang, Thorogood House, 34 Tolworth Close, Surbiton, KT6 7EP
Environmental	Lanmor Consulting	Kevin Land, Thorogood House, 34 Tolworth Close, Surbiton KT6 7EP
Legal	Westcombe Group	Gareth Williams, 7 Churchill Court, 58 Staton Road, North Harrow, Harrow, HA2 7SA

## LBR's Project Team

Role	Name and contact details
Case Officer	William Tysterman
Team Leader	Chris Tankard
Transport Officer	Will Marshall
Urban Design Officer	Marc Wolfe-Cowen
Conservation Officer	Nicolette Duckham
Principal Policy Officer	Joanne Capper

## LBRs' Specialists and internal consultees

Role	Name and contact details
Housing	Paul Bradbury
Environmental Health Air / Noise / Light / vibration	Hedley Pugh
Ecology	Tasha Hunter
Arboriculturalist	Jane Crowther

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Schedule 7 Additional Resources

Specialists and internal consultees

The Applicant will pay any reasonable costs incurred by the Council to:

instruct suitably qualified specialists to review submitted information regarding, for example, matters concerning viability, engineering, legal matters, wind, light, sustainability, Environmental Impact Assessment or other areas acknowledged by The Partners as requiring independent specialist advice, and subject to prior agreement and/or appropriate cap on third party fees.

instruct colleagues outside the LBR Planning and Transport Division (such as those listed below) to attend meetings and provide any subsequent written representations. For example:

- Development Project Officer (Housing)
- Commercial Environmental Health Officer
- Environmental Health Specialist Pollution Practitioner – Air Quality
- Ecology Officer
- Arboricultural Officer / Manager

The appointment of the above specialists and consultees will be subject to prior agreement and/or appropriate cap on such fees.

Location of meetings:

The Applicant will pay any reasonable costs incurred by the Council to:

1. Attend meetings other than at the LBRuT offices. (Travelling time at the rate of £99.60 per hour (exc. VAT) per officer and travelling expenses). This must be agreed in advance with the applicant.