

Planning Performance Agreement

In respect of

Douglas Bader Park Estate, Clayton Field Road, Colindale, London, NW9 5GJ ("the Site")

1. Parties

1.1 This Agreement is made between the following parties:

- 1) The Mayor and Burgesses of the London Borough of Barnet of North London Business Park, Oakleigh Road South, London N11 1NP ("**the Council**"); and
- 2) Home Group ("**the Applicant**") Bravington House, 2 Bravingtons Walk, Kings Cross, London, N1 9AF

Planning Performance Agreements

Extract from the Guidance Note 'Implementing Planning Performance Agreements', produced by the Communities and Local Government in June 2008:

"PPAs can help deliver end-to-end planning and improve the quality of decision making for the largest and most complex planning applications.

It is recognised that the process to achieve high-quality sustainable development is complicated and that the potential to achieve a successful outcome can be greatly improved by:

- *Agreeing to a shared vision and set of objectives;*
- *Committing to a genuinely collaborative approach by all key parties;*
- *Adopting a spatial planning approach underpinned by development management;*
and
- *Establishing a robust project management process.*

2. Recitals

2.1 The Council is the local planning authority for the area in which the Site is situated.

2.2 The Applicant intends to submit the planning application to the Council in respect of the proposed Development.

2.3 In these circumstances, the Applicant and the Council agree to enter into this Planning Performance Agreement for the following purposes:

- To agree requirements and timescales in the form of a Project Programme (as indicated at Appendix 3) for the consideration and determination of the planning application, and for the purpose of providing both Parties with certainty as to the process and timescales to be followed;
- To agree the resource requirements of the Council and the funding of those requirements by the Applicant;

- To establish governance and appropriate review mechanisms in respect of the Project Programme and the scope/terms of the planning application; and
- To establish appropriate measures for monitoring compliance with the respective parties' obligations under this Agreement.

2.4 This Agreement is intended to facilitate pre-application processes and determination of the planning application submitted by the Applicant for the Site in accordance with Government guidance but not so as to fetter the decision making responsibility of the Council.

2.5 Nothing in this Agreement shall restrict or inhibit the Applicant from exercising its right of appeal in respect of any subsequent planning application under Section 78 of the Act nor its 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 Act.

3. Definitions

- "**Act**" means the Town and Country Planning Act 1990 as amended.
- "**Agreement**" means this Planning Performance Agreement between the Council and the Applicant.
- "**The Applicant's Obligations**" means the obligations set out in Schedule 2 and in Appendix 3.
- "**Commencement Date**" means the day on which the provisions of this Agreement commences.
- "**Council's Appointed Officers**" means officers set out in Appendix 5 appointed by the Council, to advise on this project; such advice to cover a range of Council services as required under the Agreement.
- "**Council's Services**" means the projected scope of work set out in the Council's monthly report to the Applicant.
- "**Dedicated Planning Officer**" means a qualified planning officer with the relevant experience of a type and scale required in order to handle the tasks covered in the Agreement and dedicated solely to the Development.
- "**the Applicant's Agent**" means an agent appointed by the Applicant to act on their behalf to carry out the functions of this Agreement.
- "**Development**" means the proposed development set out in Appendix 1
- "**Joint Working Meetings**" means monthly meetings between the Council's Appointed Officers and the Applicant's consultant team and any other similar or substitute meetings as requested by either party.
- "**Parties**" means the Council and the Applicant.

- **"Project Programme"** means the programme set out at Appendix 3 of this Agreement.
- **"RE"** means Regional Enterprises Limited, the joint venture between the London Borough of Barnet and Capita (Registered in England 08615172 at 17 Rochester Row, London, England SW1P 1QT) to run the development and regulatory services of the Council from 1st October 2013.
- **"Reasonable Endeavours"** means that the obligor shall take all steps that are reasonably required to achieve the stated outcome and not merely some of them but shall not be obliged to take any step beyond that which any reasonable commercial company would take to achieve the stated outcome or which involves beginning or becoming involved in legal proceedings.
- **"Review Date"** means 2 months before the annual anniversary of the Commencement Date.
- **"Services"** means activities and advice provided by the Council using RE to deliver including town and country planning, urban design, master planning, transportation, highways, regeneration and support services pursuant to this Agreement.
- **"the Site"** means the Douglas Bader Park Estate, Clayton Field Road, Colindale, London, NW9 5GJ as outlined in red on the plan enclosed at Appendix 2.
- **"Statutory Consultee"** This term is used in Schedule 2 but is not defined – did we need to include a definition?
- **"Working Days"** means a day which is not a Saturday, Sunday or a Bank Holiday.

4. Statutory Authority

- 4.1 This Agreement is made pursuant to Section 93 of the Local Government Act 2003, Section 111 of the Local Government Act 1972 and Sections 1 and 2 of the Localism Act 2011.

5. Term

- 5.1 This Agreement will apply from the Commencement Date and (subject to earlier determination as hereinafter provided) shall remain in force for a period of 1 (one) year (or such extension of this Term in accordance with the terms of this Agreement; as is agreed by both Parties in writing) or the decision date (being the date a planning application decision is issued by the Council on the planning application) whichever is earlier and upon the expiry of such period this Agreement shall cease.
- 5.2 The Term shall be subject to review as may be agreed between the Parties, on or before the Review Date.

6. Functions

- 6.1 The Applicant and the Council will use their Reasonable Endeavors to adhere to the terms

and timelines for the tasks set out in this Agreement in accordance with the Council's Service Standards contained in Schedule 1, the Applicant's Obligations outlined in Schedule 2 and the Project Programme enclosed at Appendix 3.

7. Joint Working

- 7.1 All Parties shall act with the utmost fairness and good faith towards each other in respect of all matters relating to the handling of the planning application(s) and to work jointly with each other in complying with their respective obligations under this Agreement.
- 7.2 In particular the Parties shall work collaboratively to ensure that the pre-application discussions and determination of the planning application(s) for the Site are achieved in accordance with the Project Programme.

8. The Council's Obligations

- 8.1 Without prejudice to its other obligations the Council, as the local planning authority agrees to use its RE's to:
- Designate a Dedicated Planning Officer, who alone or as part of a team shall be responsible for overseeing or carrying out the obligations in accordance with this Agreement provided always that the Council shall designate a Dedicated Planning Officer who has the relevant experience of a type and scale required in order to handle the tasks covered in the Agreement and who is dedicated to the Development.
 - In the event the Dedicated Planning Officer leaves the post during the lifetime of this Agreement, the Council will provide the Applicant with the curriculum vitae of any further candidates and will consult with the Applicant before any further appointment.
 - Comply with the Council's Service Standards set out in Schedule 1.
 - Comply with and facilitate the compliance by the Applicant with the Project Programme set out in Appendix 3.

9. The Applicant's Obligations

- 9.1 The Applicant agrees to use its RE's to:
- 9.1.1 Comply with the Applicant's Obligations set out in Schedule 2;
- 9.1.2 Comply with and facilitate the compliance by the Council with the Project Programme set out in Appendix 3;
- 9.1.3 On signing of this Agreement, the Applicant agrees to pay to the Council up to **£13,950.00** (thirteen thousand, nine hundred and fifty pounds and zero pence) in four equal installments (as set out in Appendix 6) from the Commencement Date up until 30 April 2018 at which point, both parties will review the progress of the project and adjust resources and fee schedules as necessary (unless terminated in writing in accordance with clause 12 of this Agreement) to cover application meeting(s) and advice including meeting(s) on Site. The actual sum payable by the Applicant will be calculated on a time charge basis (amount of time incurred multiplied by time

charge rates) as set out at Appendix 4.

- 9.1.4 The Council may seek charges in addition to the sum outlined in paragraph 9.1.3, should the allocated resources exceed those covered by the **£13,950.00** (thirteen thousand, nine hundred and fifty pounds and zero pence) installment fee, however any additional resource will only be undertaken through written agreement with the Applicant (this agreement will not be unreasonable withheld).
- 9.2 Unless otherwise agreed in writing between both parties, the total sum referred to under clause 9.1, shall be limited to a maximum of **£55,800.00** (fifty five thousand, eight hundred pounds and zero pence) up until 30 April 2018.
- 9.3 The Council will invoice the Applicant in arrears for Services provided by the Council for any works undertaken during the previous payment cycle (as set out in Appendix 6). The hours assigned and associated costs relating to the works undertaken will be itemised on a single invoice.
- 9.4 Details of the payee and address will be forwarded upon completion of this Agreement. Subject to receiving the appropriate information, payment will be made by the Applicant within twenty eight (28) Working Days of receipt of the Council's invoice.
- 9.5 The Applicant will pay any VAT due upon the Services (if any) as included on the Council's monthly invoice.
- 9.6 Subject to the payment of any sums due as set out in clauses 9.1 to 9.5 above:
- 9.6.1 The Council will provide sufficient resource(s) to discharge its obligations in compliance with the Agreement set out in the Project Programme.
- 9.6.2 In the event that the Applicant withdraws or otherwise abandons the Development proposals for the Site, the Applicant shall give notice within twenty (20) Working Days of such withdrawal and shall pay all amounts due to the Council up to that date, being twenty (20) Working Days following the date of the notice, for Services that the Council has previously provided.

10. Governance and Joint Working Meetings

- 10.1 The Dedicated Planning Officer and/or the Council's Appointed Officers shall liaise with the Applicant in respect of all matters relating to this Agreement.
- 10.2 The Parties shall attend Joint Working Meetings in accordance with the Project Programme or if and when necessary to achieve the Project Programme, at premises of the Council or such other premise as agreed by the Parties to discuss any matters/issues arising from the planning application(s). Each matter/issue will be evaluated and discussed with the Parties and a method of resolution agreed and minuted.
- 10.3 Where reasonably requested by the Applicant, and where the Dedicated Planning Officer is not available then the Council shall make available, within five (5) Working Days, an officer with the appropriate level of authority and relevant experience to attend meetings with external third parties.

11. Review

- 11.1 At the request of either Party, the Parties shall on the Review Date in good faith discuss the progress of the planning application(s) against the Project Programme and review whether any extension of the timescale set out in the Project Programme will be necessary in order to enable the Council to discharge its obligations under the Project Programme or the Applicant to comply with the Project Programme.
- 11.2 If it becomes clear upon review that additional work is required the Council will notify the Applicant in writing (within five (5) Working Days) their intention to review the charging schedule, in collaboration with the Applicant.
- 11.3 Amendment to the Agreement and revision of timescales shall be subject to review as may be agreed between the Parties.

12. Breach and Termination

- 12.1 If any Party shall commit any breach of its obligations under this Agreement and shall not remedy the breach within ten (10) Working Days of written notice from the other Party to do so, then the other Party may notify the party in breach that it wishes to terminate this Agreement forthwith and this Agreement shall be terminated immediately upon the giving of written notice to this effect to the Party in breach provided always the breach is within the control of the Party that is in breach and it is capable of being remedied.
- 12.2 The Parties may terminate this Agreement at any time by serving written notice upon the Council.
- 12.3 In the event of any termination of this Agreement, the Applicant shall pay all amounts due to the Council up to that date, being twenty (20) Working Days following the date of the notice of Termination for Services that the Council has previously provided.

13. Nature of the 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 the Council in the exercise of its powers under any enactment statutory instrument regulation order or power for the time being in force.
- 13.4 The Council enters into this Agreement on the basis that it has done so without prejudice the determination of any planning application, and nothing in this Agreement is intended to commit to the delivery of an approval of any planning application or unlawfully fetter the statutory powers, duties or discretions of the Council.
- 13.5 A person who is not named in this Agreement (other than successors in title to the parties to this Agreement) does not have any right to enforce any term of this Agreement under the

Contract (Rights of Third Parties) Act 1992.

14. Jurisdiction

14.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales

15. Third Party Rights

15.1 The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any Person not a party to it.

SCHEDULE 1**The Council's Service Standards**

- 1.1 Subject to the Council not fettering its lawful discretion, it shall use Reasonable Endeavours to carry out its obligations at all times in accordance with the following service standards. The Council shall use Reasonable Endeavours to:
- 1.1.1 Respond substantively to all emails, letters and telephone calls within five (5) Working Days of receipt. Where circumstances beyond the reasonable control of the Council prevent its compliance with this service standard, the Council shall in each case notify the Applicant of such circumstances by the end of the next Working Day by e-mail.
 - 1.1.2 Notify the Applicant no later than five (5) Working Days prior to any meeting of the Council's Planning Committee at which any report or matter relevant to the Development will be discussed and or considered and to provide the Applicant with a copy of any report to the Planning Committee at that time.
 - 1.1.3 Provide to the Applicant at least three (3) 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. These can be provided in electronic format.
 - 1.1.4 To provide to the Applicant within five (5) Working Days of any meeting at which any report or matter relevant to the Development will be discussed and or considered (not attended by the Applicant) the minutes or action points arising from that meeting.
 - 1.1.5 To provide the Applicant within seven (7) Working Days of any meeting, comments/changes to the minutes or action points arising from that meeting (produced by the Applicant in accordance with Schedule 2).
 - 1.1.6 Ensure that the Council's Appointed Officers as set out in Appendix 5 liaise with professional colleagues wherever necessary to address all relevant aspects pertinent to this agreement with particular regard to highways and urban design matters.
 - 1.1.7 Notify the Applicant in writing of its intention to retain specialist consultants, if it does not have the required specialist knowledge in-house or its specialists are unavailable for more than five (5) consecutive Working Days, prior to seeking such costs for the preparation of a Planning Brief within the capped monthly sum under Clause 9.1 above.
 - 1.1.8 To provide a meeting no later than ten (10) Working Days at the request of the Applicant.

SCHEDULE 2**The Applicant's Obligations**

- 1.1 The Applicant agrees to use its reasonable endeavours to achieve the following performance standards at all times:
- 1.1.1 In discussion with the Council to consult with the relevant "Statutory Consultees" in respect of the planning application(s) (as may be reasonably necessary) (which may include, but not be limited to, the Environment Agency, Transport for London, and the Greater London Authority).
 - 1.1.2 To use Reasonable Endeavours to address any concerns raised by any Statutory Consultee prior to the submission of the planning application(s) to the Council.
 - 1.1.3 To provide the Council with such additional information as may be requested within five (5) Working Days of such written request from the Council (or such other time period as may be agreed between the Parties) in order to enable the Council to discharge its functions under this Agreement.
 - 1.1.4 To provide to the Council at least three (3) Working Days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda identified.
 - 1.1.5 To pay to the Council the charges submitted for the Council's time in accordance with Clause 9 of this Agreement.
 - 1.1.6 To provide to the Council within five (5) Working Days of any meeting the minutes or action points arising from that meeting.
 - 1.1.7 If the Council does not have the required specialist knowledge in-house or if its specialists are unavailable for more than five (5) consecutive Working Days, to consent (this consent not being unreasonable withheld) to the Council retaining specialist consultants to assist in the preparation of the Planning Brief and to meet such costs within the capped monthly sum under Clause 9.1 above – subject to the Council notifying the Applicant prior to this (as outlined under Schedule 1, paragraph 1.1.7).

Appendix 1: The Proposed Development

Address of the Site:

Douglas Bader Park Estate
Clayton Field Road, Colindale
London, NW9 5GJ

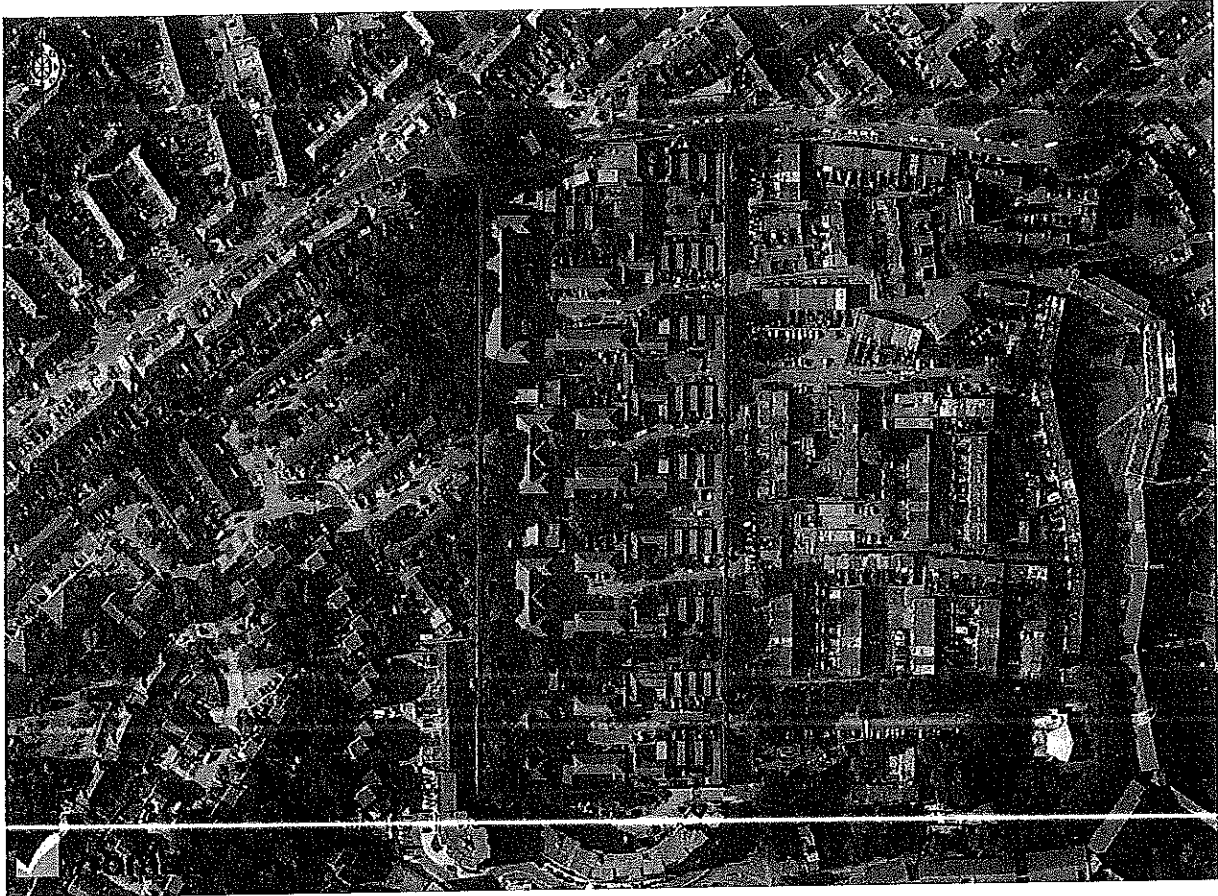
Applicant's Agent:

The Applicant's Agent is GVA who are appointed by Home Group to prepare and submit an outline application for the demolition and redevelopment of the Douglas Bader Park Estate, Colindale, London NW9 5GJ.

Draft description of the Development:

Outline planning permission sought on the 3.9ha Site, with all matters reserved, for the demolition of 271 properties, and the re-provision of up to 500+ residential dwellings (Use Class C3); with associated car parking, amenity space, landscaping, ancillary structures and other associated works and improvements.

Appendix 2: Site Location Plan



Appendix 3: Project Programme

The Parties shall use their reasonable endeavours to ensure that the Planning Application(s) is progressed in accordance with the Planning Performance Agreement (unless subsequently amended and the revisions agreed in writing between the Applicant and the Council) and the following project programme indicates the stages and timescales necessary to achieve that.

1. Planning Application Stage		
Task	Responsibility	Timeframe/Target Date
Submission of planning application via Planning Portal and hardcopies	Applicant	28.12.17
Acknowledge receipt of application submissions	The Council	02.01.18
Check submitted application for Validity	The Council	w/c 02.01.18
Send out validation letter to applicant	The Council	w/c 02.01.18
Send out consultations, undertake publicity	The Council	w/c 08.01.18
Planning application review meetings	Dedicated Planning Officer and Applicant	January 2018 (as necessary)

2. Determination Stage		
Task	Responsibility	Timeframe/Target Date
First review meeting	Applicant and Dedicated Planning Officer	w/c 29.01.18
Agree Approach to Councillors & formal consultation	Applicant and Dedicated Planning Officer	w/c 29.01.18
First discussion regarding draft section 106 Heads of Terms	Applicant and Dedicated Planning Officer	w/c 29.01.18
Further information identified from first review submitted	Applicant	w/c 05.02.18
Second review meeting (if required)	Applicant and Dedicated Planning Officer	w/c 12.02.18
Issue draft of planning Committee report	Dedicated Planning Officer	12.03.18
Final draft of conditions and heads of terms for section 106 agreement	Applicant and Dedicated Planning Officer	12.03.18
Final draft of committee report	Dedicated Planning Officer	w/c 26.03.18
Presentation material submitted	Applicant	w/c 26.03.18
Committee meeting	Applicant and Dedicated Planning Officer	28.03.18
Finalise section 106	Applicant and Dedicated Planning Officer	Within one (1) week of committee.
Decision notice issued	Dedicated Planning Officer	w/c 09.04.18

Appendix 4: Council's Charges

Grade	Hourly Rate
Senior Director	£108.64
Director	£84.55
Manager	£70.30
Principal Professional	£59.65
Senior Professional	£48.83
Professional	£47.03
Senior Support	£35.56
Support	£25.07

Appendix 5: Council's Appointed Officers

The PPA Project Team shall comprise appropriate representatives from both the Council and the Applicant. Membership of the team may vary depending on changing requirements.

The core team for the Council is as follows:

Name(s)	Position and Role	Contact Details
Planning Officers		
Terry Garner	Major Developments Manager	Terry.Garner@barnet.gov.uk 0208 359 3174
Andrew Dillon	Principal Planning Officer	Andrew.Dillon@barnet.gov.uk 0208 359 4729
Emma Watson	Head of Strategic Planning	Emma.Watson@barnet.gov.uk 0208 359 4924
Urban Design Officer		
Konstantinos Kalogeropoulos	Principal Urban Designer	Konstantinos.Kalogeropoulos@Barnet.gov.uk 0208 359 7742
Highways Officers		
Paul Bowker	Transport Manager	Paul.bowker@barnet.gov.uk 0208 359 3783

The core team for the Applicant is as follows:

Name(s)	Position and Role	Contact Details
GVA - Planning Agents		
Nick Alston	Director	Nick.alston@gva.co.uk T +44 (0)20 7911 2056 M +44 (0)7903 988091
Tim Sturgess	Associate	tim.sturgess@gva.co.uk T +44 (0)20 7911 2236 M +44 (0)7827 873687
Tom Anthony	Planner	Tom.anthony@gva.co.uk T +44 (0)20 7911 2836 M +44 (0)78 2585 2390
Levitt Bernstein - Architects		
Simon Lea	Associate Director	simon.lea@levittbernstein.co.uk 020 7275 7676
Glyn Tully	Associate Director	Glyn.tully@levittbernstein.co.uk 07958 310 495
Tom Randle	Project Architect	tom.randle@levittbernstein.co.uk 020 7275 7676

Appendix 6: Agreed Payment Schedule

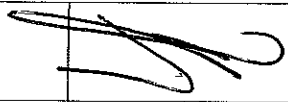

The following schedule has been agreed, as an alternative to monthly payments, and follows project milestones:

- Following EIA Screening Decision – Early September
- Following Conclusion of Pre-Application Discussions – End of November, Early December
- End of Statutory Consultation Period – End of January, Early February
- Determination – Approximately April

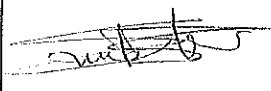
AGREEMENT

The London Borough of Barnet and Home Group hereby agree to the content of this Planning Performance Agreement.

London Borough of Barnet ("the Council")

Name	 Neil Taylor
Position	Director of Development & Regs
Signature	
Date	10/08/17

Home Group ("the Applicant") – c/o GVA ("the Agent")

Name	EMMA BARKER
Position	DEVELOPMENT MANAGER
Signature	
Date	08/08/17