



# Isle of Wight Council

## Planning Performance Agreement

### Project Description

To secure collaborative working between the Isle of Wight Council and the applicant on planning proposals for the redevelopment of:

### Parties to the Agreement

This agreement is made on \_\_\_\_\_ between the Isle of Wight Council as Local Planning Authority & the Applicant.

Project Manager & Contact Telephone Number:	Applicant Details & Contact Telephone Number:

## Planning Performance Agreement

### Draft Programme for Delivery

Stage	The Project Plan Draft Key Milestones – delete as applicable	Dates to be Agreed (Provisional)	Payment Schedule
Pre-Application			
Application			
Post Decision			

In signing this PPA Agreement both parties agree to enter into formal pre-application discussions for the above project and, unless otherwise agreed in writing, will confirm a final programme for its delivery within 28 days.

The council's planning fee for the project will be levied at no more than 10% of the final full planning fee for any formal planning application that follows the formal pre-application discussions for this site, and will be payable in accordance with an agreed payment schedule that shall include an initial payment of £700 with the completion of this PPA.

Signed and dated on behalf of the Applicant:	Signed and dated on behalf of the Isle of Wight Council:
Sign: .....	Sign: .....
Date:	Date:

## Terms of Reference

### Application Submissions

No planning application will be submitted "prematurely" during the agreed period for pre-application negotiations without the prior agreement of the council. If the applicant submits an application outside the terms agreed below then the council may determine the application without further negotiation or consideration of amended plans.

Where the pre-application process has been successfully concluded or, in the event of an agreed outcome not being reached through the negotiation, the applicant may then submit an application.

As part of the Agreement both parties shall agree a provisional date for the submission and determination of the application (which can be beyond the normal 13/16 week target date) and will agree a timetable for further dialogue during consideration of the scheme.

In the event that officer's are minded to recommend a refusal of the application, despite the completion of the PPA procedure, they will offer the applicant the opportunity to formally withdraw the application before doing so.

### Disputes Procedure

The council will work to resolve any disputes amicably, but recognises that most major development proposals will give rise to a wide range of planning issues. Accordingly, the council acknowledges that in order to properly assess the associated range of complex planning issues the planning application may not be capable of being determined within the 13/16 week statutory period. An alternative timescale may be agreed with the applicant.

In the event of the parties not agreeing on any matter at the regular project meetings the project managers will meet together and seek to resolve differences. In the event of no resolution a special meeting of the Project Steering Group can be called by either party and this meeting shall take place within 15 working days of the request being received. If required, outstanding matters can be escalated for a resolution.

If either party shall commit any breach of its obligations under this Agreement and shall not remedy the breach within 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 and the Agreement shall be terminated immediately. No penalty fees will apply, although it is unlikely that any fees paid shall be refunded.

It remains open for the applicant's team to appeal against any decision or non determination at any stage following the 13/16 statutory target date, and for the Council to determine the application where the Agreement has not been followed correctly.

Nothing in this PPA shall restrict the council from properly exercising its role as the Local Planning Authority.

Nothing in this PPA fetters the council's statutory powers to grant or refuse planning permission.