



WOKINGHAM BOROUGH COUNCIL

PLANNING PERFORMANCE AGREEMENT – HALL FARM LODDON VALLEY

BETWEEN

The University of Reading ('UoR')
Gleeson Land Ltd
Hatch Farm Land Ltd
Bellway Homes Ltd

AND

WOKINGHAM BOROUGH COUNCIL

Dated: 1st June 2022.

Schedules

Schedule 1 – Project Team (Council)

Schedule 2 – Project Team (Landowner representatives)

Schedule 3 – Project Programme

DEFINITIONS

For the purpose of this agreement, the words and phrases below shall be interpreted to have the following meanings and be construed accordingly.

the Landowners, including:

- **The University of Reading ('UoR')**
- **Gleeson Land Ltd**
- **Hatch Farm Land Ltd**
- **Bellway Homes Ltd**

the Council Wokingham Borough Council, Council Offices, Shute End. Wokingham RG40 1BN

the Site, comprising land between Shinfield, Arborfield, and Sindlesham] as shown on the Project Plan at Schedule 4

The Landowners and the Council shall collectively be referred to as the 'Parties' in this Planning Performance Agreement.

1. INTRODUCTION AND SCOPE OF THIS AGREEMENT

- 1.1 This Agreement is made on the date on the front page of this document between the Council and the Landowners.
- 1.2 The Council is the Local Planning Authority ("LPA") for the area in which the Site is located. The Council have proposed to allocate the Site in the Local Plan as a Strategic Development Location (SDL) via the Local Plan Update Regulation 18 consultation document of November 2021.
- 1.3 The Landowners seek to enter into formal pre-application discussions with the Council regarding the proposed development of the Site. The Landowners support and will continue to support the proposed allocation of the Site in the review of the Local Plan and intend in due course to submit a planning application or planning applications and subordinate applications, (hereafter known as the 'Planning Applications') for the development of the Site.
- 1.4 The submission of any future Planning Application(s) is entirely at the discretion of the Landowners and would be supported by a suite of documents to be agreed between parties through amongst other things the Screening and Scoping process, which may include the assessment as to the need or otherwise for an Environmental Impact Assessment (EIA).
- 1.5 This Planning Performance Agreement is made pursuant to the powers contained within section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, section 93 of the Local Government Act 2003 and section 1 of the Localism Act 2011.
- 1.6 The Parties have agreed to work together and this Planning Performance Agreement (PPA) provides a proposed programme for the pre-application process in order that the proposals are processed in a timely manner. It provides a project management framework and timetable to complete the various stages of the whole process.
- 1.7 This PPA is an agreement to provide a project management tool for handling the discussion surrounding the Site being promoted through the Local Plan process and the early liaison on work including technical studies, EIA, and the preparation of any masterplan and/or at the Council's discretion Supplementary Planning Documents supporting the updated Local Plan. For the avoidance of doubt, it is anticipated that further PPAs will be entered into as planning applications are being developed and discussed for different parts of the Site. This PPA is intended to set out an efficient and transparent process for liaising with the Council, and establishes an agreed Project Programme (Schedule 3) and responsibilities for the Parties.
- 1.8 The Parties have agreed to enter into this PPA to cover a number of matters including the work referred to in paragraph 1.7 above and it is anticipated that a further PPA or PPAs will be agreed which relate to the Planning Applications. The fees chargeable under the terms of this Agreement relate solely to that part of the work that relates to the work referred to in paragraph 1.7 of the PPA. For the avoidance of doubt the work falling within the scope of this PPA falls outside the scope of the normal work required for the processing of applications pursuant to the relevant statutory fees and it does not include legal fees relating to any relevant planning or highways agreement. This PPA will ensure, subject to the full co-operation of the Parties, that work falling within the scope of the PPA is progressed in accordance with a timeframe as agreed and acknowledged by both Parties in advance.

- 1.9 Reasonable endeavours will be used to ensure that the Parties meet the programme agreed. It is also acknowledged that it may be necessary to review the programme at not less than monthly intervals during the application process.
- 1.10 This agreement will not fetter the Council in exercising its statutory duties as local planning authority. It will not prejudice the outcome of the Planning Applications or the impartiality of the Council. All such rights, powers, obligations and duties shall in relation to the Site be enforceable and exercisable by THE COUNCIL as local planning authority as fully and freely as if this Agreement had not been entered into.
- 1.11 No provision within this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 1.12 In the event that the Landowners are dissatisfied with any part of the service provided by the Council the Landowners shall in the first instance raise the concerns in writing to the Council's Assistant Director, Delivery and Infrastructure who shall seek to resolve the issues and if the issues cannot be resolved then the Landowners shall use the Council's internal complaints process.
- 1.13 If any dispute arises out of the interpretation and application of this Agreement then the dispute shall be referred to an arbitrator appointed jointly by both Parties. If the Parties cannot agree on the identity of the arbitrator the arbitrator shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors. The Arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties in the proportions determined by the arbitrator.

2. TERM

- 2.1 This agreement will come into force on the date of this Agreement and shall remain in force until 30th June 2023.

3. GENERAL PRINCIPLES AND OBJECTIVES

- 3.1 The overall objective of this PPA is to project manage the advancement of the Site through the following processes:
- (a) Local Plan: to demonstrate that the Site can deliver sustainable development and thus supporting the Local Plan to be found sound at Examination;
 - (b) Supplementary Planning Document (SPD): to co-operate closely in the preparation of an SPD for the site which will guide a comprehensive master-planning approach for delivery, demonstrating how the form and structure of a development will be delivered, compliant with local and national policy objectives.
 - (c) Overarching work towards master-planning in anticipation of future planning applications, and scoping for EIA.

3.2 This PPA is designed to cover the period up to and including the date of the EIP.

3.3 The Council and the Landowners agree to be governed at all times by the following principles:

Principle 1: To work together, and in good faith, and to respect each other's interests and confidentiality.

Principle 2: To commit and promptly provide information to support and manage the process, in accordance with the Performance Standards contained in Section 7 of this agreement.

Principle 3: To be transparent and consistent at all times between all parties so that outcomes are anticipated, defined and understood.

Principle 4: To provide effective involvement and consultation with the surrounding community, statutory and other stakeholders, and any individual or group with a legitimate interest.

Principle 5: To reach milestones, unless otherwise agreed by all parties.

Principle 6: To identify and involve specialist consultees and advisors, including the Council officers where appropriate.

Principle 7: To establish a regular review mechanism to enable the effective project management of the Planning Applications.

4. THE PROJECT TEAM

- 4.1 The names and contact details for the members of the project team for the Council are set out in Schedule 1 to this Agreement.
- 4.2 The Council's team will be supplemented by specialist consultancy support as and when required.
- 4.3 The names and contact details for the members of the project team for the Landowners are set out in Schedule 2 to this Agreement.
- 4.4 In the event that membership of either Parties' project team changes, the contact details shall be updated at the first possible meeting.

5. PROJECT PROGRAMME

- 5.1 The Project Programme is set out in Schedule 3 to this Agreement. The Parties recognise that there are any number of issues that might arise that may have an impact on the project programme. The Parties shall use their reasonable endeavours to ensure that the preliminary pre-application work referred to in paragraph 1.7 is progressed in accordance with the Project Programme. However, should any delays occur, then the Parties shall meet and review the project program to identify what targets and timescales may need to be changed.

6. MEETINGS

- 6.1 The Parties agree that the meetings to be undertaken ahead of the EIP of the Local Plan will take place as detailed in Schedule 3 and in accordance with the Landowners' Performance Standards and the Council's Performance Standards (together referred to as the Performance Standards).

6.2 The initial Fee paid for the delivery of this Agreement shall cover the cost of three meetings. The fees in respect of meeting scheduled at Schedule 3 of this agreement shall be paid in accordance with paragraph 8.2 of this agreement. However, in the event that the Parties agree that additional meetings are required, then additional meetings shall be held at the Landowners' cost charged in accordance with the Council' pre-application charges schedule applicable at that time.

7. PERFORMANCE STANDARDS

General

7.1 The Council and the Landowners will use reasonable endeavours to meet the following Performance Standards.

7.2 All correspondence (via email or hard copy) shall be acknowledged within 10 working days, with a substantive response to follow where necessary.

7.3 Telephone messages shall be returned or acknowledged within 2 working days of receipt.

Meetings

7.4 Relevant information necessary for a meeting will be circulated no later than 5 working days prior to such a meeting.

7.5 Agendas will be circulated no later than 3 working days prior to any meeting.

7.6 Meeting minutes will be circulated by the Landowners' Team no later than 3 working days after that meeting and agreed no later than 10 subsequent working days.

7.7 If requested by the Landowners' Team, the Council's Team shall provide informal feedback on any information presented within 10 working days from the relevant meeting.

7.8 Project Team meetings will be agreed between the Council and the Landowners to be held at the times relevant to the Project Programme (unless otherwise agreed or cancelled).

AVAILABILITY OF PEOPLE AND RESOURCES

7.9 The Council will use reasonable endeavours to designate a lead officer who alone or as part of their team shall be responsible for liaising with the Landowners in the carrying out of the processes described in this PPA.

7.10 The parties to this PPA will endeavour to make Project Team members available for meetings within 10 working days from a formal written request, unless otherwise agreed. Such meetings may be held monthly if required or required by the Landowners (this PPA covers a maximum of up to two meetings per month, unless otherwise agreed by the parties). There is no set duration for scheduled meetings. Further meeting(s) may be arranged by agreement and the Council will use all reasonable endeavours to convene any additional meeting(s) within 10 working days of receipt of a written request from the Landowners. Further meeting(s) will be charged at £1,750 per meeting, or adjusted upwards or downwards in accordance with the Council' pre-application charges schedule applicable at that time.

7.11 The parties will also share relevant information, studies, reports and plans relating to the Site promotion, subject to ensuring that commercial confidentiality is protected, conflicts of interest avoided and Freedom of Information considerations.

8. FEES AND CHARGES

- 8.1 In consideration of the supply of the pre-application services referred to in this Agreement the Landowners agree to pay to the Council an initial payment of £25,000 (+VAT) upon completion of this agreement to assist the Council in providing the level of service required to meet its obligations in respect of the pre-application work under this Planning Performance Agreement. This payment would cover the hourly costs (including overheads) of the Council's project team.
- 8.2 The Landowners agree to pay to the Council subsequent payments of £25,000 (+VAT), each due on 1st July 2022, 1st October 2022, 1st January 2023 and 1st April 2023.
- 8.3 In the event that the Council require specialist advice from consultants or specialists, it shall submit the costs for agreement with the Landowners. The costs of the additional consultants shall then be met by the Landowners, payable within 10 working days of the date of demand.
- 8.4 The PPA fees are in addition to the application fees payable under the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 as amended by The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) (Amendment) Regulations 2017 (and any subsequent amendment thereof).
- 8.5 In the event of failure to pay the fees to the Council within a period of ten days from the date of demand the Council shall be entitled to apply interest at a rate of 5 per cent above the base rate applied by Lloyds Bank PLC and an administrative charge of £150 payable within ten working days from the date of the further demand. The Council shall be entitled to immediately cease work under this Agreement without notice if there is a failure by the Landowners to meet any of the fees demanded by the Council.

9. BREACH AND TERMINATION

- 9.1 If any Party shall commit any breach of its obligations under this agreement and shall not remedy the breach within 10 working days (or other time period) 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 the agreement shall be terminated immediately (subject to all fees due pursuant to the PPA being first paid by the Landowners to the Council) 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 is capable of being remedied.

10. AMENDMENT/REVIEW OF AGREEMENT

- 10.1 Amendment to the agreement and revision of timescales within the Project Programme shall be subject to review as may be agreed between the Parties, acting reasonably to take account of any relevant unforeseen matters that might arise.
- 10.2 In the event of a delay in the Project Programme, members of the Project Team will meet and discuss whether the programme is still realistic or whether the Project Programme and the PPA determination timeframe need to be revised. Any revisions to the PPA determination timeframe shall be agreed in writing by the Parties to this agreement and appended to this document.