

## Planning Performance Agreement

Dated: 07 August 2023

Site at:

**Kidbrooke Village, Phase 5 Block A and B, Kidbrooke, London, SE3 9YG**

Between:

Royal Borough of Greenwich

and

Berkeley Homes (East Thames) Limited

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## 1. Introduction and Purpose

- 1.1 Royal Borough of Greenwich (RBG) is the local planning authority for development within the area in which the development site is located.
- 1.2 The Applicant is Berkeley Homes (East Thames) Limited (“the applicant”).
- 1.3 The Site is Kidbrooke Village Phase 5 Blocks A and B, Kidbrooke, London, SE3 9YG.
- 1.4 The Applicant is to submit a planning application seeking full planning permission for: Circa 500 residential units on the Phase 5, Block A and B site at Kidbrooke Village. Pre-application advice and full planning application is also to cover associated car parking, cycle parking, access, servicing and landscaping.
- 1.5 This Planning Performance Agreement is an agreement between the Royal Borough of Greenwich (“the Council”) and the Applicant to provide a project management framework for handling the proposed planning application from pre-application stage through to determination. Both the Council and the Applicant agree to meet project milestones as shown on the project programme for the scheme and that deadlines shall be met to ensure that the project is not delayed.
- 1.6 This agreement does not give a guarantee of the granting of the planning permission. Rather it relates to solely to the process of considering the development proposals and not the decision itself.
- 1.7 This agreement is made pursuant to S111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
- 1.8 Nothing in this agreement shall restrict or inhibit the Applicant from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.
- 1.9 The PPA was originally signed in September 2022 and has been updated in August 2023. It will continue to be subject to periodic review to ensure that it remains up to date and

that it is capable of responding positively to any changes in circumstance affecting the application process. Any updates or amendments will be discussed between the parties and the PPA will be revised on agreement between both parties.

## 2. Form and Content of the Application

2.1 The applications to cover the proposals include:

- a) A single, full planning application, seeking planning permission as per the description of development set out at paragraph 1.4 or as amended with agreement of the Applicant's Team and the RBG's Team following the pre-application phase.
- b) The scope of the planning application and the documents that will be submitted in support of it can be found at Appendix 3

## 3. Resources and Liaison

### 3.1 The Project Team

The Project Team will comprise of the Applicant's Team and the RBG's Team, as defined below. The Project Team will be expanded by agreement.

### 3.2 The Applicant's Team:

Name	Position & Role	Contact Details
<b>Berkeley Homes (East Thames) Ltd</b>		
Paul Prichard	Divisional Development Director	<a href="mailto:paul.prichard@BerkeleyGroup.co.uk">paul.prichard@BerkeleyGroup.co.uk</a>
Will Foster	Development Manager	<a href="mailto:William.Foster@berkeleygroup.co.uk">William.Foster@berkeleygroup.co.uk</a> 07974 603405
Helena Read	Assistant Development Manager	<a href="mailto:Helena.Read@berkeleygroup.co.uk">Helena.Read@berkeleygroup.co.uk</a>
<b>Jo Cowan Architects</b>		
Jo Cowan	CEO	<a href="mailto:jo@jocowenarchitects.com">jo@jocowenarchitects.com</a> 07887 636314
Chris Wilkinson	MD	<a href="mailto:chris@jocowenarchitects.com">chris@jocowenarchitects.com</a>

		07535 688526
<b>Stantec</b>		
Greg Pitt	Town Planning Director	Greg.Pitt@stantec.com 07855817385
Alex Kitts	Associate Planner	Alex.Kitts@stantec.com

3.3 The RBG's Team:

<b>Name</b>	<b>Position &amp; Role</b>	<b>Contact Details</b>
Victoria Geoghegan	Assistant Director	020 8921 4296 <a href="mailto:victoria.geoghegan@royalgreenwich.gov.uk">victoria.geoghegan@royalgreenwich.gov.uk</a>
Beth Lancaster	Planning Manager (Developments)	0208 921 5875 <a href="mailto:Beth.Lancaster@royalgreenwich.gov.uk">Beth.Lancaster@royalgreenwich.gov.uk</a>
Samantha Moreira	Senior Principal Planning Officer (Developments)	07849309828 <a href="mailto:Samantha.moreira@royalgreenwich.gov.uk">Samantha.moreira@royalgreenwich.gov.uk</a>
Andy Sloane	Principal Planning Officer	07564056037 <a href="mailto:Andy.Sloane@royalgreenwich.gov.uk">Andy.Sloane@royalgreenwich.gov.uk</a>
Francesco Barnabei	Urban Design Manager	07563372678 <a href="mailto:francesco.bernabei@royalgreenwich.gov.uk">francesco.bernabei@royalgreenwich.gov.uk</a>

3.4 Performance Standards

- 3.5 Communications, be it via email or hard copy correspondence shall be acknowledged within 2 working days and with a suitable response where possible.
- 3.6 Telephone messages shall be returned on the same day where possible.
- 3.7 Relevant information will be circulated by all parties no later than 3 working days prior to a meeting.
- 3.8 **The Applicant's Planning Agent to circulate meeting agendas, unless otherwise agreed, no later than 2 working days prior to any meeting.**
- 3.9 Unless otherwise agreed actions arising from meetings shall be agreed no later than 3 working days after the meeting.
- 3.10 **Unless otherwise agreed, the Applicant's Planning Agent will circulate minutes no later than 3 working days after the meeting.**

- 3.11 If requested by the Applicant or their Planning Agent, RBG shall provide informal feedback on information presented at a meeting within 5 working days from that meeting.
- 3.12 Unless otherwise agreed, formal feedback from pre-application or working group meetings will be provided within 15 working days from that meeting.
- 3.13 The Council will designate a planning officer who alone or as part of a team shall be responsible for overseeing or carrying out the functions in accordance with the agreement.
- 3.14 Both the Applicant and RBG are required to provide details of interim or replacement team members or as a minimum alternative team contact details prior to any leave with an anticipated duration of 5+ working days.

#### **4. Meetings**

- 4.1 Meetings will be attended by the Project Team (unless specific attendance is not required due to meeting topic).
- 4.2 **The applicant's Planning Agent, or a nominated member of the Applicant's Project Team, in conjunction with the RBG Case Officer, will act as PPA Project Managers and will convene meetings, organise agendas and produce minutes to be agreed by the RBG Project Team.**
- 4.3 Project Team meetings will be held at the times set out in the Project Programme (unless otherwise agreed, or cancelled).

#### **5. Availability of People and Resources**

- 5.1 The parties to this agreement will endeavour to make available members of the Project Team to facilitate meetings within 10 working days from a formal written request, unless otherwise agreed.

5.2 The parties will also share with each other project tools (such as traffic models, visualisation models and development viability information) subject to protecting commercial confidentiality and Freedom of Information considerations.

## 6. Confidentiality

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

## 7. Costs

7.1 The Applicant commits to cover:

7.2 The agreement fee for setting up the Planning Performance Agreement and Project Timeframes (including ongoing review and amendments that may be required in the future) of £52,293 (+ VAT) – see Appendix 1.

7.3 The costs will be paid in four instalments, as set out in the table below:

Payment Trigger	Weighted	Fee excl. VAT
Upon signing PPA	c37.44%	£19,178
Upon scheduling of Design Review Panel for the cost of Council's DRP Nominee (to be invoiced from Nominee directly)	Approximately 1.1 Days at £135 p/H	£1,080
Upon Validation	c42.55%	£21,792
Upon 8 weeks following the statutory start date, unless PPA timetable is revised (including new final payment trigger) and agreed between RBG and the applicant	10%	£5,121

Upon finalising a S106 agreement, if Members were to resolve to grant relevant permission	10%	£5,121
Total		£52,293

7.4 RBG’s reasonable costs which may be incurred with the appointment of external consultants (such as but not restricted to, Independent Financial Viability Consultants, Daylight and Sunlight experts, Environment (EIA) consultants, Design Experts to participate in the Design Review Panel) to progress the planning application to be agreed by the Applicant on a case by case basis. All quotes obtained will be shared with the applicant, however the final decision on who is appointed to carry out the work rests with the Council as they will be working on behalf of RBG.

7.5 RBG’s reasonable legal costs incurred in association with the preparation of the S106 Agreement Payment to be made on execution of the S106 Legal Agreement.

7.6 The first payment instalment should be invoiced upon signing of the agreement.

**8. Application (Project) Programme**

8.1 The PPA Programme is devised to provide a realistic timeframe for managing the pre-application process and determining the planning application. The Applicant and RBG acknowledge that the timetable may be subject to change which will be kept under review moving forward. The Project Programme is detailed in Appendix 2 of this document.




- 8.2 It has been agreed that a timeframe in line with the Project Programme (Appendix 2) is appropriate for consideration of the planning application and the issuing of the planning decision, including negotiations on affordable housing and S106 drafting, finalisation and signing.
- 8.3 In agreeing to this timeframe, the Applicant and RBG 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.
- 8.4 The Applicant further agrees not to request the return of the planning application fee.
- 8.6 Within the agreed timeframe, meetings will be arranged as above and when considered necessary by agreement, with suggestions of appropriate meetings set out within the Project Programme (Appendix 2). If there is a delay in the Project Programme, the Project Team will review whether the Project Programme is still realistic or whether the Project Programme and the Planning Performance Agreement determination timeframe need to be revised. Any revisions to the Planning Performance Agreement determination timeframe shall be agreed in writing by the Applicant and RBG.

**9. Agreement**

9.1 The Royal Borough of Greenwich and the Applicant hereby agree to the content of this Planning Performance Agreement.

**Royal Borough of Greenwich**

**Name:** Beth Lancaster  
.....  
**Signature:**  .....

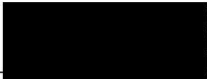
**Position:** Planning Manager – Major Developments  
.....

**On Behalf Of:** Royal Borough of Greenwich  
.....

**Date:** 7 August 2023  
.....

**Applicant**

**Name:** William Foster  
.....

**Signature:**  .....

**Position:** Development Manager  
.....

**On Behalf Of:** Berkeley Homes (East Thames) Ltd  
.....

**Date:** 07 August 2023  
.....

**10. Invoicing Information:**

10.1 The Royal Borough of Greenwich and the Applicant hereby agree to the content of this Planning Performance Agreement. Please provide the following details of where to send the invoice:

**Company Name and Number:** Berkeley Homes (East Thames) Limited,  
4480928

**Contact Name:** William Foster

**Address:** Berkeley House, 5 Station Way, Royal Arsenal Riverside, London,  
SE18 6NJ

**Telephone:** 020 8312 7800

**E-mail address:** William.foster@berkeleygroup.co.uk



## APPENDIX 1 – COSTS ESTIMATE

Hours and costs associated for Phase 5 Blocks A and B of the Kidbrooke Village redevelopment.

### PPA Calculation

	Rate/H	Hours per week	Weeks	Individual total
Planning officer	£55.00	9	43	£21,285.00
Planning Manager	£60.00	6	43	£15,480.00
Urban Design manager	£42.00	5.5	43	£9,933.00
Highways officer	£35.00	3	43	£4,515.00
DRP nominee	£135.00	8	1	£1,080.00
Total				£52,293.00

## APPENDIX 2 – PROGRAMME

RBG and the Applicant shall work to ensure that the consideration of the proposal is progressed in accordance with the Application Programme set out below (unless a variation to the Application Programme is agreed in writing in by both the Applicant and RBG).

### Pre-application Schedule

Stage	Date	Meeting Topic
Pre-Application Meeting 1	07/04/2022	General overview of proposal. PPA to be discussed/agreed.
GLA Pre-app Meeting 1	13/04/2022	
Pre-Application Meeting 2	05/05/2022	Design
Design workshop and site visit	6/06/2022	On-site design workshop with Council officers and Applicant's design team
Pre-application Meeting 3	17/11/2022	Design
Design Review Panel	29/03/2023	DRP 1
Pre-Application Meeting 4	15/03/2023	Response to DRP comments and RBG Formal Response
Second Design Review Panel	04/07/23	DRP 2
Pre-application Meeting	26/06/2023	Officers Briefing
Pre-application meeting 5	13/07/2023	Revised proposal
GLA Pre-app Meeting 2	18/07/2023	Revised proposal
Pre-Application Meeting 6	w/c 04/09/2023	Design focused pre-application meeting.
RBG Members' Preview	September 2023	Subject to Members confirming their agreement and availability
Applicant's Public Consultation	September 2023	
Pre-Application Meeting 7	02.10.23	Feedback on public consultation responses and final feedback prior to scheme fix.

### Scoping Opinion Programme

Week(s)	Date	Formal application phase of programme
1		Applicant to submit the Scoping Opinion and RBG to validate and carry out required consultation.

2-3		<p>RBG to assess application and inform the Applicant of any issues as they arise (Project Team Meeting if necessary).</p> <p>To include specialist scoping input related to Environmental Assessment and Socioeconomic Assessment including the below subjects as a minimum:</p> <ul style="list-style-type: none"> <li>• <b>Townscape and Visual Impact Assessment;</b></li> <li>• <b>Archaeology and Cultural Heritage;</b></li> <li>• <b>Air Quality;</b></li> <li>• <b>Noise and Vibration;</b></li> <li>• <b>Water Resources and Flood Risk;</b></li> <li>• <b>Ground Conditions, Hydrogeology and Contamination;</b></li> <li>• <b>Socio-Economics;</b></li> <li>• <b>Ecology;</b></li> <li>• <b>Daylight, Sunlight and Overshadowing;</b></li> <li>• <b>Environmental Wind;</b></li> <li>• <b>Climate Change;</b></li> <li>• <b>Cumulative Assessment;</b></li> <li>• <b>Transportation;</b></li> <li>• <b>employment provision;</b></li> <li>• <b>housing supply; and</b></li> <li>• <b>provision of community and recreation facilities (including education and health care facilities).</b></li> </ul>
4-5		<p>Applicant to address any outstanding issues/prepare amended plans (if necessary)</p> <p>Completion of report</p>
6		RBG issue the Scoping Opinion

### Application Programme

Stage	Date	Description
Formal Submission of Planning Application	24/11/23	Applicant to formally submit planning application following pre-application discussions/advice.
Validation & Consultation	w/c 08/12/2023 - w/c 08/01/2024	<p>RBG to validate application within 1-2 weeks of receipt &amp; issue all required statutory/public/internal consultations.</p> <p><b>RBG to initiate GLA stage I referral (Applicant's Team to provide GLA with physical copy if required).</b></p>

End of Statutory Consultation Period.		RBG to confirm number of comments received as a result of public notification.
GLA Stage 1 Response	w/c 22/01/2024	GLA Stage 1 response received and issued to Applicant.  RBG to confirm if any outstanding issues need to be addressed (objectors' comments, statutory consultee comments, etc...).
S106 Discussions	w/c 12/02/2024	Commence s106 discussions. S106 to be substantially drafted and agreed prior to Planning Board.
RBG initial response to scheme	w/c 12/02/2024	Meeting with Project Team to discuss issues (optional). If amendments are required these are to be discussed here.
Revisions	03/2024	Any outstanding issues to be addressed by Applicant and any additional information to be provided to RBG and GLA (if necessary).
2 <sup>nd</sup> consultation period.	03/2024	Re-consultation (if necessary). If not necessary then Application to determined in April2024.
Report drafting	03/2024 - 04/2024	Following receipt of additional information (if applicable) RBG to confirm recommendation to Planning Board and provide provisional date.  RBG to prepare Draft S106 Legal Agreement and issue to Applicant for review/agreement.  <b>RBG to provide the Applicant's Team with a draft set of conditions. Applicant to confirm if agreed, including written confirmation regarding pre-commencement triggers.</b>  RBG to complete draft Planning Board report.
Members briefing	w/c 22/04/2024	Presentation to Planning Board members (if necessary)
Planning Board site visit	w/c 22/04/2024	To be offered to Members if considered necessary.
Planning Board	w/c 22/04/2024	Determination at Planning Board Committee (depending on availability).
S106 Legal Agreement	w/c 06/05/2024	S106 to be finalised prior to GLA referral (subject to approval of development at Planning Board).



GLA stage 2 referral	20/05/2024 - 10/06/2024	GLA stage 2 referral.
Decision	w/c 17/06/2024 – w/c 24/06/2024	GLA stage 2 response. RBG to issue decision upon satisfactory completion of S106 legal agreement.

### APPENDIX 3 – SCOPE OF PLANNING APPLICATION

Planning Application for Residential Scheme Application for Full Planning Permission	
Requirement	Notes
Complete Planning Application Form / Cover Letter	Number of copies of all forms and documents required for planning application submission to be agreed (likely 1 copy)
CIL Additional Information Form and Floorspace Information Form	To assess CIL liability
Planning Application Fee	TBC
Drawings (to be of scale stated or any other appropriate scale)	Site identification and location plan (1:1250); Site Plan/block Plan (1:500 or 1:200); Existing and proposed elevations; Existing and proposed floor plans; Existing and proposed sections and finished floor and site levels; Existing and proposed roof plans; Landscape drawings; 1:20 scale drawings that illustrate threshold profiles and handle heights for wheelchair accessible dwellings; Accommodation Schedule; and Other appropriate drawings – CGIs, photographs/photomontages etc.
Design and Access Statement	Design evolution, alternative options and rationale and statement on Secure by Design and wheelchair Accessibility, landscaping etc.
Affordable Housing Statement	Setting AH strategy and provision.
Environmental Statement (ES)	Non-Technical Summary, Environmental Statement Technical Chapters, Environmental Statement Appendices
Air Quality Assessment	Required to support all major planning applications.
Draft Construction Management Plan and Construction Logistics Plan	Discussion of options in submission in terms of how site impacts will be managed during construction phase and demonstration that construction will be feasibility within site boundaries.
Daylight/Sunlight Assessment	To assess potential adverse impact on current levels of sunlight/daylight enjoyed by adjoining properties/gardens/amenity space
Energy Statement	Energy and heating strategy details. Major developments should connect to an existing decentralised energy network, or provide capability for future connection should no existing networks cover the site.
Overheating Statement	In relation to proposal

Fire Statement	In relation to proposal
Biodiversity Net Gain Calculation	In relation to proposal
Accessibility Statement	Compliance with M4(2) 'accessible and adaptable dwellings', M4(3) (2) (A) 'wheelchair adaptable dwellings' and M4(3) (2) (B) 'wheelchair user dwellings'
Tree Survey	In relation to proposal
Flood Risk Assessment	To be provided with all developments in Flood Zones 2 & 3.
Site Survey	Site survey from chartered surveyor demonstrating application site boundaries (in relation to MOL and public highways)
Foul Sewage and Utilities Assessment	Required for all major developments.
Health Impact Assessment	Required for all major developments. This should be based on <b>Heathy Urban Development Unit's (HUDU) approach to HIAs.</b>
Housing Statement	Required for all major developments. This should set out how the <b>development complies with the GLA's residential standards (can be included within DAS).</b>
Land Contamination Statement	If the site is known or likely to have contamination, an assessment will be required.
Landscaping Details and Landscape Design and Access Statement	Including all hard/soft landscaped areas, private/public amenity space, Urban Greening Factor and Play Space calculations, etc.
Noise Assessment	Required for major residential development and required to assess whether any mitigation measures will be required.
Open Space Assessment	Required for all major residential developments.
Parking Provision	Details of proposed car parking (can be included in Transport Assessment).
Planning Obligations Statement	To set out draft S106 Heads of Terms in line with RBG Planning Obligations SPD.
Planning Statement	To justify proposal against relevant planning policy.
Site Waste Management Plan	Required for all major developments including evidence of waste reduction, use of recycled materials and dedicated recyclable waste storage space.
Statement of Community Consultation	Required for all major developments.
Sustainable Design and Construction Statement	Required for all major developments (Inc Circular Economy Statement)
Sustainable Drainage System Strategy	<b>Should follow RBG's developer guidance for flood risk (can be included in FRA).</b>
Sustainability Statement	Required for all major developments.
Transport Assessment (Including Parking Survey)	Required for all major developments.
Travel Plan	Required for all major developments. Can be included as part of Transport Assessment.

