

**Land off Gateway Avenue, Baldwin's Gate, Staffordshire
Outline Application for up to 113 dwellings
Planning Performance Agreement (PPA)**

1. This is a Planning Performance Agreement (PPA) to establish a framework for the submission, consideration and determination of an outline planning application (the Application") that is to be submitted to Newcastle-Under-Lyme Borough Council ("NuLBC") (the Local Planning Authority (LPA)) by Richborough Estates Ltd ("the Applicant") for a scheme of development involving the above-mentioned site. This PPA is produced as a tool to assist with the efficient and effective delivery of the planning application process and it does not seek in anyway to predetermine the decision of the LPA upon the application. It is accepted by both parties that the PPA is not a legally binding document.

2. The application is made in outline with all matters reserved save for the means of access. The description of development is as follows:

"Outline application for up to 113 no dwellings and associated works".

3. The principal point of contact for the Applicant ("the Applicant's Agent") is:

Richard Lomas
Hourigan Connolly
7 Swan Square
15 Swan Street
Manchester
M4 5JJ

richard.lomas@houriganconnolly.com
0161 300 3476 / 07809 643206

4. The principal point of contact for NuLBC is:

Rachel Killeen
Development Management
Newcastle-under-Lyme Borough Council
Civic Offices
Merrial Street
Newcastle-under-Lyme
ST5 2AG

planningapplications@newcastle-staffs.gov.uk
01782 742408

5. The proposal is being brought forward following detailed pre-application discussions between NuLBC and the Applicant, a presentation to MADE Design Review Panel and a Presentation to the NuLBC Strategic Planning Consultative Group. Discussions on highways and engineering matters have also been (and remain) ongoing with Staffordshire County Council (SCC) (who is the local Highway Authority). The Borough Council and the Applicant are collectively termed 'The Parties' for the purposes of this agreement.

6. Subject to proper consideration of the Application by NuLBC, the Applicant is keen to see the Application determined as expeditiously as is practicable and the Parties are therefore committed to entering into this agreement to set out the means by which this might be put into effect.
7. On the assumption that the Application is deposited on 27 August 2013 and validated within 9 working days, the anticipated long stop date for the presentation of the Application to the Council's Planning Committee for determination will aim to be no later than January 2014. The Council will not wish to determine the application beyond 26 weeks of its submission.
8. The Council will communicate the results of its validation check of the application to the Applicant within 9 working days of its submission.
9. The Council will within 10 working days of the date when it receives a valid application advise the applicant of the statutory and non-statutory consultations that it intends to undertake.
10. The Council undertakes to examine the Application at the earliest opportunity following submission and to promptly advise the Applicant's Agent of any matter on which further clarification or information is required.
11. The Parties agree that any requests for further information should be addressed as quickly as possible and the Parties undertake to meet and/or discuss matters by telephone or e-mail in a spirit of co-operation and so as to further explain as necessary, any areas of misunderstanding or dispute.
12. It is further agreed that NuLBC will publish on its website, as associated documents to the application, in a timely fashion, responses received from internal NuLBC consultees and from statutory undertakers and other non-statutory consultees, and any representations it receives from third parties with reference to the application. This is so that any matters can be addressed by the Applicant and the Applicant's agent at the earliest opportunity.
13. Any site visit undertaken by the Planning Committee of the Council will be undertaken in accordance with the Council's agreed site visit protocol as exists at the time of the site visit.
14. Both parties agree that it would be beneficial if work on the completion of a draft Section 106 agreement should continue in advance of consideration of the Application by Planning Committee with the aim being that an agreed draft but not completed Section 106 Agreement will be presented to Planning Committee for consideration, although the Council will not delay the consideration of the application by its Planning Committee if this is not possible. Any work undertaken by the Council's legal services section in connection with the preparation of a draft Section 106 agreement will be undertaken entirely at the applicant's risk and expense, and without prejudice to the determination of the application by the Planning Committee. The Council will use its best endeavours to obtain the timely agreement to such a draft by any other public body such as the County Council which is identified as needing to be a party to such an agreement.
15. The Council will, in accordance with its existing agreed procedure, take into account representations and consultation responses that are received after the date

indicated in its publicity/consultations. However the Council will not take into account in its decision representations from any party including the applicant, other than statutory consultees, if received after a deadline that it will give when notifying the applicant and other parties of the consideration of the application by a specific Planning Committee. This deadline or guillotine does not apply to any oral representations made at the Council's Planning Committee.

16. The Council will seek to ensure wherever possible that any consultation responses by its own officers are provided to within 21 days of the consultation being undertaken. It will use its best endeavours to encourage statutory consultations to be responded in accordance with the Duty to respond to consultations as set out in Article 20 of the Town and Country Planning (Development Management Procedure) (England) Order 2010, (as amended) and similarly non-statutory consultations.
17. The Council will, in accordance with its agreed Public Speaking at Planning Committee procedure, provide an opportunity for the applicant or a party speaking on behalf of the applicant to address the Planning Committee when it considers the application, in accordance with the terms of that agreed procedure.
18. Following formal Planning Committee resolution and on the assumption that this is positive, the Parties will seek to complete and execute the Section 106 Agreement and NuLBC will seek to issue an outline planning permission no later than four weeks following the Planning Committee's resolution, and within 7 days of the execution of any such Section 106 agreement.
19. In the event that the Planning Committee's resolution is negative, work shall progress to enable an agreed position on Section 106 Agreement matters as an area of common ground in any subsequent appeal. Furthermore the Parties will work collaboratively and in a timely manner on any Statement of Common Ground required as part of any future planning appeal proceedings should outline planning permission be refused by NuLBC.
20. The Council will be seeking to determine the application within the 13 week statutory period. If it considers that it is appropriate to allow more time than this it will first seek the applicant's agreement to extend the statutory period for an agreed term within which no appeal can be lodged against the non-determination of the application, explaining the reason(s) for its failure to determine the application within the statutory period
21. Both parties agree to the use of electronic communications.

Signed by the parties or their duly authorised representatives:

Signed)
and duly authorised)
for and on behalf of)
Newcastle Borough Council) G.R Benson

Date: 2/10/2013

Signed)
and duly authorised)
for and on behalf of)
the Applicant) P. Hamon

Date: 23/08/2013