

Date:

September 2017

SOUTH DOWNS NATIONAL PARK AUTHORITY

And

XXXXXXXXXXXX DISTRICT COUNCIL

AGENCY AGREEMENT relating to the provision of planning services in XXXXXXXXX
Section 101 Local Government Act 1972

AGENCY AGREEMENT made the _____ day of _____ 2017

PARTIES

- 1. SOUTH DOWNS NATIONAL PARK AUTHORITY** of South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH (the "National Park Authority")
- 2. XXXXXXXXXX** of XXXXXX (the "Council")

BACKGROUND

1. Since 1st April 2011, the National Park Authority has been the sole local planning authority for the area of the South Downs National Park, pursuant to Section 4A of the Town and Country Planning Act 1990 and as provided in The South Downs National Park Authority (Establishment) Order 2010.
2. Section 63 (5) of the Environment Act 1995 gives effect to Schedule 7 to that Act and paragraph 13 (1) of Schedule 7 provides that Section 101 to 106 of the Local Government Act 1972 (arrangements for committees and sub-committees) shall have effect as if a National Park Authority were a local authority for the purposes of those sections.
3. On 29 November 2016, the National Park Authority resolved to continue to provide some of its development management planning functions through agency arrangements with some of the local planning authorities that have a part of their areas within the South Downs National Park.
4. The Council is willing and has agreed to exercise the Planning Services on behalf of the National Park Authority under Section 101 of the Local Government Act 1972, in accordance with the measures outlined.

5. The National Park Authority and the Council have agreed that funding will be based on the premise of clarity over costs incurred by the 'Council' from delivering the service specified by the National Park Authority, with no profit or loss and that the aim throughout the Agreement Period will be to continue to improve development management quality, user's experience and value for money in the long term. Within the terms of this Agreement, payment will be based on a system of a payment per case for applications and related matters and for certain planning appeals, for work actually undertaken for more complex planning appeals and through a Service Level Agreement (SLA) for an agreed level and type of enforcement work.
6. The Council has a duty to provide the National Park Authority with such assistance and information as the National Park Authority may reasonably request for the purposes of discharging any of its functions pursuant to paragraph 6 of Schedule 4 of The South Downs National Park Authority (Establishment) Order 2010.

SECTION 2 – PRELIMINARY

Definitions

7. "Authorised Officer" means The Director of Planning for the National Park Authority and (TBC) for the Council and "authorised officers" shall be construed accordingly.
8. "Agreement Period" means the period from 1 October 2017 to 30 September 2020 or to the end date of any agreed Extension of up to 2 additional years (no later than 30 September 2022).
9. "Commencement Date" means 1st October 2017.
10. "Community Infrastructure Levy or CIL" means financial contributions collected from a developer in accordance with the National Park Authority (to be completed).

11. "Council" means the relevant host authority (Chichester, East Hampshire, Horsham, Lewes or Winchester).
12. "Default" means any breach of the obligations of either Party (including but not limited to fundamental or persistent breach or breach of a fundamental term) or any material default, act, omission, negligence or statement of either Party in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.
13. "Direction" means a Notice served by an authorised Officer of the National Park Authority which results in an application or related matter then being dealt with by the National Park Authority rather than the Council.
14. "Expiry Date" means 30th September 2020 or the end date of any agreed Extension.
15. "Force Majeure Event" means a natural and unavoidable event or circumstance that is beyond the control of the Parties and which interrupts or prevents either Party from performing any or all of its obligations pursuant to this Agreement.
16. "National Park Authority" means the South Downs National Park Authority of South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH.
17. "Parties" means the National Park Authority and the Council and "Party" shall be construed accordingly.
18. "Planning Services" means those development management planning services set out in Schedule 1 to this Agreement exercisable by the National Park Authority as sole planning authority which the Parties have agreed should be delivered by the Council during the Agreement Period in accordance with the Service Level Agreement.
19. "Service Level Agreement or SLA" means the service standards and general processes against which the development management service and performance will be delivered and monitored throughout the period of the Agreement (as developed and forming part of this Agreement at Schedule 2). The SLA will be the subject of appropriate review by both parties and will be used to help measure performance and to help inform payments for the services provided.

20. "Working Day" means a complete calendar day which is not a Saturday or a Sunday or a public holiday

Interpretation

21. Reference to any Act of Parliament, order, regulation, statutory instrument or the like shall include a reference to any amendment, modification or re-enactment of the same;
22. Words importing one gender shall include the other; words in the singular shall include the plural and vice versa and word importing individuals shall be treated as importing corporations and vice versa;
23. Clause headings and notes are for ease of reference only and do not affect the interpretation of this Agreement;
24. Reference to a clause, schedule, section, part or appendices is a reference to a clause, schedule, section, part or appendices within this Agreement unless expressly stated otherwise;
25. The Schedules and Protocols form part of this Agreement.

Commencement and Duration of Agreement

26. This Agreement shall commence on the Commencement Date and unless terminated earlier in accordance with the terms of this Agreement will remain in force until the Expiry Date.
27. No later than 1st October 2019 (or such later date as the Parties may agree) the Parties may agree to extend the Agreement by a further period or periods of up to two years (an "Extension") up until 30 September 2022.
28. Any such Extension shall be on the same or substantially the same terms and conditions as under this Agreement, subject to any necessary changes that may be agreed by the Parties.

SECTION 2– DELEGATION OF PLANNING DEVELOPMENT MANAGEMENT SERVICES

Agency and Exercise of Agency

29. In accordance with Section 101 of the Local Government Act 1972 and subject to the terms and conditions of this Agreement the National Park Authority hereby authorises the Council to discharge the Planning Services within that part of its administrative area that is within the South Downs National Park during the Agreement Period and the Council shall act as the National Park Authority's agent for these purposes.
30. Each Party shall review this Agreement at least annually and report its findings to the other. The Parties shall pay particular attention to the effectiveness of arrangements, costs, income, expenditure, performance and decision making and may thereafter, by agreement, vary the terms of Schedules 1 - 3. Any changes agreed by the Parties to the terms of Schedule 1 - 3 following such review will be in writing, executed by both Parties and recorded as a variation to this Agreement in accordance with paragraph 104.
31. Notwithstanding paragraph 29, nothing herein contained shall prevent the National Park Authority from exercising the Planning Services as a whole or in respect of any particular case within the Planning Services PROVIDED THAT:
- a. In the case of the National Park Authority exercising the Planning Services as a whole pursuant to this clause funding by the National Park Authority for the Planning Services will continue in accordance with the provisions of Schedule 3 until either a Dispute is concluded in accordance with Section 6 or if sooner the Agreement is terminated in accordance with Section 5 or
 - b. In the case of the National Park Authority exercising the Planning Services in respect of any particular case pursuant to this clause funding by the National Park Authority will continue in accordance with the provisions of Schedule 3 as if the Council were exercising the Planning Services in respect of the particular case.

32. Notwithstanding paragraph 29, the Council may in exceptional cases request the National Park Authority to exercise any or all of the Planning Services either for the duration of this Agreement or for a specified period of time or in respect of a particular planning application in which case the National Park Authority may in its discretion exercise the Planning Service or Planning Services to the extent of the request and to the exclusion of the Council.
33. **This Agreement** supersedes any and all agreements or understandings between the Parties whether written or oral relating to the matters which are the subject of this Agreement.
34. In exercising the Planning Services the Council hereby agrees with the National Park Authority that so far as practicable it shall discharge the Planning Services in accordance with Schedule 1 **and** the Service Level Agreement as set out in Schedule 2, any relevant guidance issued by the National Park Authority and have regard to and comply with all statutory and legislative requirements associated with delivery of the Planning Services. The National Park Authority hereby agrees with the Council that so far as practicable it shall comply with the obligations placed upon it as specified in Schedule 1 and Schedule 3.
35. The National Park Authority and the Council hereby warrant and represent each to the other that it has full capacity and power to enter into this Agreement and that in doing so it has complied with all applicable laws and accordingly it will fully and promptly indemnify the other party against all costs losses expenses claims demands or proceedings suffered or incurred by that party as a result of inaccuracy to any extent of the warranty and representation contained in this clause.
36. The Council shall use all reasonable endeavors to ensure that all individuals employed or engaged by it under a contract of service or contract for services in connection with the discharge of the Planning Services are of suitable character and are appropriately qualified experienced and trained in the area of work which they are to perform. Such experience and training shall be provided to reflect the need for a clear understanding of the special qualities, and the duties and objectives of the National Park Authority and the consequential context of planning within the South Downs National Park.

SECTION 3 -INDEMNITIES AND INSURANCE

Indemnities

37. The National Park Authority shall be responsible for and shall indemnify the Council against all claims (including reasonable legal expenses) incurred by the Council arising from the exercise of the Planning Services but this shall not apply where the Council is shown to be negligent in discharging the Planning Services and such negligence has directly caused the circumstances leading to such claim.
38. The Council shall use all reasonable endeavors to undertake the Planning Services in such a way as to minimize third party claims or any legal liability arising in connection with or incidental to the carrying out of the Planning Services through the negligence default acts or omissions of the Council or its employees, agents or contractors.
39. The Council shall indemnify the National Park Authority against any financial claim made against the National Park Authority as a result of a negligent act or negligent omission by the Council or its employees and contractors in discharging the Planning Services.
40. The National Park Authority shall indemnify the Council against any financial claim made against the Council as a result of a negligent act or negligent omission by the National Park Authority or its employees and contractors in relation to the operation of this Agreement.

Insurances

41. The Council shall throughout the term of this Agreement take out and maintain with a reputable insurer policies of insurance in respect of the following risks for not less than the following amounts in respect of any one incident or series of connected incidents:
 - Employers Liability £XX million
 - Public Liability £XX million

- Professional Indemnity Insurance £X million
- Officials Indemnity Insurance £X million

Conduct of Claims

42. This clause shall apply to the conduct by the Council in relation to claims made by a third person against the Council in respect of the Planning Services. Accordingly:

- In the event that the Council receives any notice, demand, letter, or other document concerning any claim arising from the discharge the purported discharge or the failure to discharge the Planning Services or any of them from any third party it shall notify the National Park Authority of the claim as soon as reasonably practicable and in any event within twenty (20) working days of receipt of the same.
- The National Park Authority shall (subject to it giving to the Council an indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the claim at the National Park Authority's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Council shall give the National Park Authority all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.

43. With respect to any claim conducted by the National Park Authority pursuant to paragraph 42b:-

- The National Park Authority shall keep the Council fully informed and consult with it about material elements of the conduct of the claim;
 - The National Park Authority shall not bring the name of the Council into disrepute;
- and

- c. The National Park Authority shall not pay or settle such claims without prior consent of the Council, such consent not to be unreasonably withheld or delayed.
- 44. The Council or its insurers shall be free to pay or settle any claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if the National Park Authority fails to notify the Council of its intention to take conduct of the relevant claim within twenty (20) Working Days of receipt by the National Park Authority of the notice from the Council under paragraph 42.

Limitation of Liability

- 45. In respect of any claims of liability arising out of the willful default and/or negligence of the Council its employees agents or contractors, the Council shall, subject to paragraph 46, have unlimited liability for all reasonably foreseeable loss suffered by the National Park Authority as a result of the default giving rise to the claim.
- 46. Notwithstanding any other provision of this Agreement neither party shall be liable to the other party (as far as permitted by law) for any indirect special or consequential loss or damage in connection with this Agreement, howsoever caused, which shall include, without limitation, any loss of or damage to profit, revenue, contracts or anticipated savings.
- 47. Subject always to the other provisions of this clause, the provisions of paragraph 46 shall not be taken as limiting the right of either Party to claim from the other for additional operational and administrative costs and expenses resulting directly from the willful default and/or negligence of the other Party.
- 48. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other Party pursuant to this Agreement.
- 49. Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for death or personal injury.

SECTION 4– FINANCIAL ARRANGEMENTS

General Principles

50. The Parties declare their intention that the discharge of the Planning Services shall be fully transparent and as open as possible and that the aim will be to improve value for money throughout the Agreement Period.
51. The method of calculating the payment to be made by the National Park Authority to the Council for the delivery of the Planning Services by the Council and the timing of such payment is set out in Schedule 3.
52. The Council shall ensure that the Planning Services are run in an efficient and economic manner and shall provide, following a reasonable request by the National Park Authority, all financial information associated with the provision of the Planning Service within a timely manner and no more than 20 working days from any reasonable request.
53. The Council will ensure that all planning fees and fees for related development management work (including income and fees from Section I06 Obligations and from Community Infrastructure Levy) shall be paid directly to the National Park Authority in accordance with guidance and processes issued and Protocol Two. The National Park Authority will review these arrangements from time to time and will ensure that the Council has relevant and up to date guidance to ensure that this can be operated effectively and consistently.
54. Requests from the Council for additional resources shall be made in accordance with the guidance and Protocol Three. Properly completed requests that accord with the Protocol will be considered in a timely manner and decisions will be made by the National Park Authority and conveyed to the Council, in accordance with Protocol Three.

SECTION 5 -TERMINATION

Expiry

55. This Agreement shall terminate on the Expiry Date, unless it has been terminated earlier in accordance with the provisions of this Agreement or extended in accordance with paragraph 27, in which case it shall terminate at the end of such extension.

Termination

56. In the event that either party wishes to terminate this Agreement at any time prior to the Expiry Date or the expiry of any agreed Extension, it shall give to the other party a minimum of 15 months' notice in writing provided that in the event that any Extension has been made for a period of less than 15 months, the period of notice required to terminate this Agreement during such Extension shall be not less than 12 months.
57. In the event that the Council:
- (a) is guilty of fraud or dishonesty or acts in a manner which in the opinion of the National Park Authority brings or is likely to bring the Council of the National Park Authority into disrepute or is materially adverse to the interests of the National Park; or
 - (b) refuses or neglects to comply with any reasonable and lawful direction of the National Park Authority

The National Park Authority may notify the Council of its intention to terminate the Agreement, or terminate the provisions of any part of the Agreement, by written notice (the First Notice) and provide the Council with a reasonable period of time in which to respond (which shall be a period of no less than one month and no more than three months). In the event that the National Park Authority is not satisfied with the response of the Council to the First Notice, the National Park Authority may terminate the Agreement, or terminate any provisions of any part of the Agreement by written notice (the Second Notice) to the other Party with immediate effect with no liability to make further payment to the Council in respect of services provided after the date of the Second Notice.

58. The Parties may terminate the Agreement, or terminate the provisions of any part of the Agreement by written notice to the other Party with immediate effect if that other Party commits a Default and if:
- a. the Default is not remedied within 30 days, or such other period as may be agreed between the Parties, after issue of a written notice from the other Party specifying the Default and requesting it to be remedied; or
 - b. the Default is not capable of remedy; or
 - c. the Default is a fundamental breach of the Agreement

And in the case of default by the National Park Authority, it shall remain liable for payment to the Council in accordance with Schedule 3 until the date of determination.

Consequences of Expiry or Termination

59. In the event of termination however and whenever occurring the Parties shall:
- a. Fully co-operate in terminating, modifying, restructuring, assigning or notating contractual arrangements entered into to mutual advantage and shall properly and timeously execute any documents necessary;
 - b. enters into such arrangements with the each other as they may agree concerning the ownership and control of any assets acquired;
 - c. uses their reasonable endeavors to agree an amicable financial settlement between them; and
 - d. as soon as reasonably practicable transfer or return any property including data belonging wholly to the other party, to that other Party or in the event that any such property comprises information reports analysis studies or data of any description and belongs jointly to the Parties provide to the other Party a copy of such property.

60. In the event that one Party terminates this Agreement pursuant to paragraph 56, that Party shall indemnify and keep indemnified the non-terminating Party from and against any claims, costs, losses expenses liabilities demands and proceedings (including reasonable legal and other professional costs) suffered or incurred by the other party and arising from or in connection with such early termination.
61. In the event that the National Park Authority terminates this Agreement pursuant to paragraph 57, the Council shall indemnify and keep indemnified the National Park Authority from and against any claims, costs, losses expenses liabilities demands and proceedings {including reasonable legal and other professional costs) suffered or incurred by the National Park Authority and arising from or in connection with such early termination.
62. In the event that one Party terminates this Agreement pursuant to paragraph 58, the other Party shall indemnify and keep indemnified the terminating Party from and against any claims, costs, losses expenses liabilities demands and proceedings (including reasonable legal and other professional costs) suffered or incurred by the terminating Party and arising from or in connection with such early termination. The Parties agree that where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) are applicable to the expiry of or the early termination of this Agreement, the Parties shall comply with their respective obligations under TUPE and co-operate to affect the smooth transfer of staff. In the event that TUPE does not apply, the Parties shall endeavor to agree how to apply its principles to preserve continuity of service.

SECTION 6 - DISPUTE AVOIDANCE AND DISPUTE RESOLUTION

Referral to Officers, Chief Executives and Leaders

63. Subject to the provisions of paragraph 65 below, any dispute arising under, or in connection with this Agreement ("Dispute") shall be dealt with in accordance with this Section 6 and neither Party shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such Dispute until the procedures set out in this Section 6 have been exhausted.

64. Paragraph 63 shall be without prejudice to the rights of termination stated in Section 5.
65. Any disputes arising in connection with this Agreement will normally be resolved amicably by referral to the Authorised Officers of both parties who shall attempt in good faith to resolve the Dispute.
66. If the Authorised Officer of either Party considers that there is a Dispute between the Parties to which Section 6 should apply, they shall give written notification to the Authorised Officer of the other Party.
67. Where the Authorised Officers do not within twenty (20) working days (or such longer period as the Parties may agree) of written notification of a Dispute achieve a solution acceptable to both parties, and provided no right of termination has been exercised, then the matter shall be referred to the Chief Executives of both Parties who shall endeavor to meet promptly, and in any event within twenty (20) working days (or such longer period as the Parties may agree) of the referral to them of the Dispute, and shall in good faith discuss and seek to resolve the Dispute.
68. In the event of an unresolved Dispute between the Chief Executives the matter in Dispute shall be referred for resolution to the Leader of the Council and the Chairman of the National Park Authority who may be advised by their respective Chief Executives, Authorised Officers or any other person. In the event that the Leader of the Council and the Chairman of the National Park Authority are unable to resolve the Dispute within twenty (20) Working Days, the procedure set out in paragraph 67 will be "exhausted".

Mediation and litigation

69. If any Dispute has not been resolved pursuant to the provisions of paragraphs 63 to 68 within twenty (20) Working Days of the date on which it is referred for resolution under the said paragraph 67, that Dispute may be referred by either Party to a mediator (the "Mediator") to be agreed between the Parties and if no agreement is reached within ten (10) Working Days (or such longer period as the Parties may agree) a Mediator to be appointed by the Centre for Effective Dispute Resolution in England.

70. The Mediator shall determine the rules and procedures by which the mediation shall be conducted save that:
- a. each Party shall be entitled to make a written statement of its case to the Mediator prior to the commencement of the mediation provided that such statement shall be provided to the Mediator and to the other Party not less than 20 days or such other period as may be agreed by the Mediator before the mediation is to commence; and
 - b. within 21 days of the conclusion of the mediation the Mediator shall provide a written report to the Parties which report shall set out the nature of the Dispute and the nature of its resolution if any.
71. The Mediator shall be entitled to be paid his reasonable fee which shall be paid in equal parts by the Parties.
72. Other than in respect of emergencies neither Party shall be entitled to commence litigation procedures until the completion of the mediation if one of the Parties has chosen to refer the matter to a mediator in accordance with paragraph 70.
73. Unless this Agreement has been terminated each Party shall continue to perform its obligations under this Agreement, notwithstanding the existence of a Dispute.

SECTION 7 – GENERAL

Provision and recording of Statistical Information, Accounts & other Documents, attending meetings etc.

74. Each Party shall make available to the other such relevant information within its possession as the other Party may from time to time reasonably require.

75. Without prejudice to any provision in this Agreement requiring the keeping of records, the supply of statistics, or the provision of information each Party shall keep such other records and details of or concerning discharge of the Planning Services and the performance of their respective obligations under this Agreement as the other Party may by notice in writing reasonably require and shall produce or provide copies of such records and details to the other Party as and when and in such form as that other may reasonably require.
76. The Council will use the National Park Authority Planning administration system (currently "IDox Uniform") and related systems and processes to validate, register and record all relevant data for applications and related work within that area of the Council that falls within the South Downs National Park. This will include the provision of all data and the completion of all relevant fields within IDox Uniform, as requested by the National Park Authority. The National Park Authority will ensure that it provides adequate guidance and processes to ensure that the Parties can provide this information and will provide similar guidance to enable the Council to obtain agreed performance and other information and reports from IDox Uniform. The Council will enroll and engage in relevant National Park Authority group pages at KHUB.net where all current procedures are held. (Separate group pages exist for DMG, PAUG and EMG, and an all user group exists for officers and support teams). The data that will need to be completed is set out in Protocol 4 to this Agreement.
77. Without prejudice to any provision in this Agreement, each Party shall keep and maintain all necessary information and shall provide all necessary assistance to enable the other Party to complete all necessary official returns or statistics of which the providing Party has been given reasonable written notice and which are related to the Planning Services.
78. The Council will help ensure that the National Park Authority provides an effective and robust enforcement service by providing it with copies of all statutory and related Notices that it serves and by recording them on the IDox Uniform system in accordance with agreed procedures.
79. The Parties will make all reasonable efforts to attend or be appropriately represented at all officer and other meetings and working groups that relate to the discharge of the Planning Services. Examples include the SDNPA Planning Working Group (PWG), SDNPA Planning Policy Group (PPG), the SDNPA Development Management Group (DMG), the related Enforcement Manager's Group (EMG) and the SDNPA Planning Administration User Group (PAUG), although this may change over the time of this Agreement.

Audit Information and Access

80. Each Party shall at all reasonable times {including following the expiry or earlier termination for whatever reason of this Agreement) allow or procure for any auditor for the purposes of an external or internal or audit:
- a. immediate access to,
 - b. permission to copy and remove any copies of, and
 - c. unless the Council is obliged to retain for its own purposes, to remove the originals (but providing copies of such originals where the same are required for the on-going compliance with a Party's obligations under this Agreement) of-
- any books, records and information in its possession or control which in any way relates to or are or were used in connection with this Agreement or the discharge of the Planning Services including (but without limitation) any of each Party's data and any such information stored on a computer system.
81. Each Party will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting Party in carrying out any investigations other than any which are already under way at the Commencement Date in relation to matters which are relevant to the subject matter of this Agreement and any investigations which are carried out after the termination or expiry of this Agreement.

Freedom of Information

82. Each Party acknowledges that they are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall where reasonable assist and co-operate with each other to enable the other Party to comply with their information disclosure obligations.

Data Protection

83. The Parties will comply with the Data Protection Act 1998

Successors

84. The provisions of this Agreement are binding on any statutory successors of the Parties unless otherwise expressly or by necessary implication so provided for in this Agreement.

Relationship of Parties

85. Nothing in this Agreement shall be construed as creating a partnership or as a contract of employment as between the Council and the National Park Authority.

Illegality and Severability

86. In the event that any part of this Agreement shall be or become or be declared void, invalid, illegal or unenforceable (together "Invalidity") for any reason whatsoever including by reason of the provisions of any law or change thereto or any decision of any court or regulatory body having jurisdiction over the Parties or this Agreement, the Parties hereby expressly agree that, subject to paragraph 88, the remaining parts and provisions of this Agreement shall continue in full force and effect with such amendments as are necessary to ensure that the balance of obligations remains so far as possible the same as under the Agreement or as may be agreed between the Parties.
87. In the event that any such invalidity is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity provided that in the event that they are unable to do so within 30 days (or such other period as they may agree) either Party may terminate this Agreement by notice in writing to the other.

Third Party Rights

88. The Parties do not intend that any person who is not a Party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

Variations

89. This Agreement may be varied at any time by agreement in writing between the Parties and such agreed variation(s) shall be endorsed on or attached to this Agreement and no variation or amendment shall be actionable until the endorsement or attachment has been executed by both Parties.

Waiver

90. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
91. No term or provision of the Agreement shall be considered as waived by any Party unless a waiver is given in writing by that Party and specifically states that it is a waiver of such term or provision.
92. No waiver under paragraph 91 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, clauses or provisions of this Agreement unless (and then only to the extent that) it is expressly stated in that waiver.

Force Majeure

93. Neither Party shall be liable to the other for any delay in or failure to perform its obligations under the Agreement if such delay or failure results from a Force Majeure Event and either or both Parties shall give written notice to the other as soon as reasonably practicable of such delay or failure. Notwithstanding the foregoing, each Party shall use all reasonable endeavors to continue to perform its obligations under the Agreement. If a Party is unable to perform its obligations under the Agreement as a result of a Force Majeure Event for a period in excess of twelve weeks (commencing on the date of the notice provided in accordance with this Clause) the other Party may terminate the Agreement by notice in writing with immediate effect.
94. If either Party becomes aware of circumstances of a Force Majeure Event which gives rise to or is likely to give rise to such failure or delay on its part it shall notify the other as soon as possible and shall estimate the period that such failure or delay shall continue.

Fraud

95. The Council shall take all reasonable steps to safeguard the National Park Authority's funding of this Agreement against fraud generally and, in particular, fraud on the part of its employees. The Council shall notify the National Park Authority immediately if it has reason to suspect that any fraud has occurred or is likely to occur.

Notice

96. Any notice (or other communication) required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by first class pre-paid post or recorded delivery or by commercial courier, to each Party required to receive the notice at its address set out below or such other office as may be notified:
- a. The South Downs National Park Authority, South Downs Centre, North Street, Midhurst, West Sussex,
GU29 9DH

b. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Any notice (or other communication) shall be deemed to have been duly given:

a. if delivered personally, when left at the address referred to in the Agreement; or

b. if sent by pre-paid first class post or recorded delivery, at 9.00am on the second business day after posting; or

c. if delivered by commercial courier, on the date and time of the signature of the courier's receipt.

97. A notice (or other communication) required to be given under this Agreement shall not be validly given if sent by e-mail.

98. The provisions of paragraphs 96 and 97 shall not apply to the service of any documentation in any legal action or proceedings where the normal legal rules as to delivery will apply.

Interest on Late Payments

99. In the event that any sum due from either Party to the other has not been paid by the date on which payment was due such sum shall bear interest at a rate of 3% over the base lending rate of HSBC Bank from the date on which such payment fell due until the date on which it is paid.

Law of Agreement

100. The Agreement shall be subject by the laws of England and subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the Parties have executed and delivered this Agreement as a Deed the day and year first above written.

EXECUTED as a Deed by

Affixing of the COMMON SEAL of

THE SOUTH DOWNS NATIONAL PARK AUTHORITY

In the presence of:

Authorised Signatory

EXECUTED as a DEED by

Affixing of the COMMON SEAL of

XXXXXXXXXXXXXX

In the presence of:

Authorised Signatory

Schedule 1 – Service Terms

Schedule 2 – Service Level Agreement (SLA)

Schedule 3 – Financial provisions

Schedule 4 – Protocols (4)

Protocol 1 – Planning Enforcement

Protocol 2 – Community Infrastructure Levy (CIL) and Section 106 arrangements.

Protocol 3 – Additional payment requests

Protocol 4 – SDNPA data recording requirements

Schedule 1 - Service Terms

Introduction

101. This Schedule sets out the specification of the service to be delivered by the Council for the Agreement Period. It defines the scope and constraints of the service and the responsibilities of the Council to ensure that service delivery is efficient and effective. The purpose of the Schedule is also to ensure that the appropriate resources and systems are in place for the Council to provide the Planning Services on behalf of the National Park Authority.
102. The objectives of this Schedule are to:
- a) Provide a clear and concise description of the service
 - b) Provide clear definitions of roles and responsibilities
 - c) Show how the quality of service will be measured
 - d) Identify contacts for reporting and resolving issues
103. It is essential that the Parties recognise that the requirements in terms of service delivery may change over the life of the Agreement.
104. **Any** change in the service terms provided in this Schedule will be managed in accordance with the terms of the Agreement and in line with procedures set out in paragraph I05 below. The National Park Authority does not regard this Schedule as a static entity fixed for the period of the Agreement; it is instead a framework within which the National Park Authority wishes to see development and innovation of the Planning Services for the entire National Park area.
105. Where the Parties require a variation to the service terms, the scope and standard of the service will be discussed, agreed and signed by the Parties in the form of a separate document to be attached as an addendum to these service terms in accordance with paragraph 89.

106. The National Park Authority has provided the Council with access to IDox UNIFORM which is to be used for the purposes of delivering the Planning Services across the Park. The National Park Authority has provided training and supports on-going running costs associated with the use of IDox Uniform, including all steps set out herein and any consequences thereof.

107. The Council must use IDox Uniform for the purposes of delivering the Planning Services on behalf of the National Park Authority. In general terms, this should include using the system for the:-

- Receipt of planning applications
- Validation of planning applications
- Withdrawal of planning applications
- Any deferrals, resolutions or determinations of planning applications
- Receipt of planning appeals
- Determination of planning appeals
- Enforcement and stop notice register or the undertaking of any other enforcement activity
- Enforcement appeals
- EIA register information including screening opinions and directions, scoping opinions and directions, notifications made under all relevant Environmental and related Regulations.
- All IDox Uniform field data entry, as advised

General

108. The Council's planning website shall include an information page throughout the Agreement Period for the purposes of explaining the Planning Services and working relationship and arrangements between the Parties and include a link to the National Park Authority's website. The content and format of the web page is to be agreed by the National Park Authority.
109. The Council will retain all of its records of planning history pre 1st April 2011 for all sites within the South Downs National Park which fall within its administrative area in accordance with its existing record retention practices.
110. Where a new Unique Property Reference Number (UPRN) is created by the Council, the Council shall send the UPRN to the National Land and Property Gazetteer (NPLG) central hub within one week of its creation, or as otherwise agreed by the National Park Authority.
111. Where any local land charges applications are made to the Council and the Council consults the National Park Authority in respect of any search application the National Park Authority will use reasonable endeavors to respond to the Council within 48 hours unless this is not possible due to circumstances outside the control of the National Park Authority unless otherwise agreed between the Parties.
112. Where the Council wishes to comment on any planning application being determined by the National Park Authority, it should either make such comments within 21 days of the application being validated, or should seek agreement from the National Park Authority within 21 days of the planning application being validated for the period within which comments should be made. Any comments so made will be considered by the National Park Authority when processing and determining the application. The National Park Authority will consider the comments of the Council on all relevant planning matters which are received before the matter is determined.

Training

113. Specific induction and training focused on planning in National Parks will be required for all of the Council's staff and Members involved in the delivery of the Planning Service. This is to be provided jointly in partnership by the National Park Authority and by the Council. The requirements will be jointly discussed and agreed between the Parties. Non National Park specific induction training and on-going professional development needs of the Council's staff and members involved in the delivery of the Planning Services is to be provided and funded by the Council. Both parties will share proposed relevant and appropriate training before it is given where it relates to planning both within and outside the National Park.

Working Relationship

114. The National Park Authority wishes to maintain a close working relationship with the Council and ensure that the Planning Services can be delivered effectively. The Council and the National Park Authority shall therefore regularly and in any event not less than annually share and discuss its views on how the arrangements are working on an on-going basis.
115. Service review meetings shall take place on a frequency to be agreed between the Parties, and shall be attended by officers from the National Park Authority and the Council. The purpose of these meetings will be to review the operation of this Agreement and to be additional to routine contact between key individuals at the appropriate level, in the Council and the National Park Authority.

South Downs National Park Identity

116. The following are examples of when the National Park Authority branding should normally be used by the Council when delivering the Planning Service:-
- Letter heads
 - Decision Notices

- Enforcement Notices
- Site Notices
- Tree Preservation Orders
- Newspaper Advertisements/Public Notices
- Web site
- Publicity material
- Staff ID and powers of entry
- Premises
- Application files
- Rubber stamps/decision stamps and parallel electronic versions

Organisational Structure

117. The Council shall notify the National Park Authority (and shall consider any comments from the National Park Authority) when any substantive changes are to be made to the proposed staffing structure for providing the SDNPA Planning Services.

Definition of "Planning Services"

118. Subject to the specified exceptions, the Council will undertake all work associated with the delivery of the statutory development management planning function of the National Park Authority pursuant to Parts III, VII, VIII and X of the Town and Country Planning Act 1990 and associated legislation, as detailed in 121 below, in relation to its own administrative area which falls within the boundary of the South Downs National Park for the Agreement Period and shall provide all the necessary staff to undertake the Planning Services.
119. The specific services to be provided by the Council are as follows:

Planning Determinations. Orders and Consents

120. Everything associated with the determination of a planning application, order or consent, which includes (but is not limited to) those processes listed in paragraph 121 below, but which excludes those applications submitted by the National Park Authority under Regulation 3 of the Town and Country Planning General Regulations 1992, is to be undertaken by the Council except if one or more of the criteria set out in paragraph 123 below are satisfied or if paragraph 126 applies.
121. The processes referred to in 120 above which are associated with the determination of a planning application, order or consent include, however are not restricted to, the following;
- Planning application enquiries and advice
 - Questions on the need for planning permission (DINPP)
 - EIA Screening/Scoping
 - Receipt of application

- Registration of application
- Validation of application
- Publicity and Consultation of application
- Consideration of application
- Production of report (delegated or committee)
- Determination of application/order/consent
- The keeping of Planning Records
- On-line publication of all planning applications
- Enforcement activities

122. Subject to paragraphs 124 and 125 below, if any one or more of the following criteria are satisfied the assumption is that the application, order or consent may have a significant effect on the purposes for which the South Downs National Park has been established and will be determined, following a direction from the National Park Authority to the Council, by the National Park Authority and not the Council;
- a. If a planning application is classed as EIA Development by the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 as amended.
 - b. If a planning application is a major development which, by reason of its scale, character or nature, has the potential to have a significant impact on the on the natural beauty, landscape or recreational opportunities provided by the South Downs National Park.

123. Where a planning application is published on an agenda of a Council Committee with a recommendation for determination and the National Park Authority considers that it may wish to determine the application itself, the National Park Authority will issue an appropriate Direction and will, if possible, give three (3) Working Days' notice that it may wish to determine the application itself. The Council will continue to consider the application, reach a 'minded to' decision and:
- a. If it is minded to determine the application in accordance with its officers recommendation it may proceed to determine the application accordingly; or
 - b. If it is minded to determine it other than substantially in accordance with its officer's recommendation, it shall not proceed to determine the application, but will refer it to the National Park Authority, advising it accordingly. During the period of three (3) Working Days after the Council's Committee meeting, the National Park Authority will decide whether the application should be recovered for its own determination (in which case it will be reported to the National Park Authority Planning Committee for determination), or whether the Council can proceed to determine the application in line with its 'minded to' decision.
124. The National Park Authority may decide, in consultation with the Council, that determination of a planning application, order or consent should be undertaken by the Council despite satisfying one or more of the criteria listed in paragraph 122 above. This will only take place if the National Park Authority is satisfied that the application, order or consent will not have a significant effect on the purposes for which the South Downs National Park has been established. In this instance, the National Park Authority will serve an appropriate direction on the Council to the effect that the Council may determine the application.
125. The National Park Authority may at any time decide that any application, order or consent may have a significant effect on the purposes for which the South Downs National Park has been established and should be determined by the National Park Authority and not the Council. Where an application, order or consent falls outside the criteria set out in paragraph 122 above, the National Park Authority shall give good and sufficient reason for this decision to the Council, and shall serve a Direction on the Council accordingly.

126. The National Park Authority has produced guidelines which appear on its website to provide some examples as to when it considers that an application order or consent might have a significant effect on the purposes for which the South Downs National Park was established.

Procedures and Standards

127. The procedures and standards to be applied by the Council in connection with the following are set out in more detail in the Service level Agreement.

:-

- Third party enquiries regarding planning applications
- Pre-application discussions
- Requests on the need for planning permission (DINPP)
- Planning Fees
- Validation of planning applications
- Registration of planning applications (to include reference numbering)
- EIA Screening and Scoping
- Stakeholder involvement
- Case handling

- Consultation standards and procedures
- Internal scheme of Delegation for planning matters
- Committee procedures (to include dispatch of agenda's, public participation, frequency of meetings, report and agenda formats etc.)
- Monitoring of planning applications
- Complaints

Planning Compliance and Enforcement

128. All planning enforcement functions exercised pursuant to the Town and Country Planning Act 1990 (Part VII) and associated legislation shall be undertaken by the Council whether they are the determining authority or not. Enforcement priorities and procedures shall be undertaken in accordance with the Enforcement Protocol (One) between the National Park Authority and the Council for enforcement of planning, which forms Protocol One to this Agreement.

129. Those matters referred to in paragraph 128 above which are associated with the provision of a planning enforcement service include, but are not restricted to, the following;

- Resolution of complaints
- Service of Planning Contravention Notices and other Information Requisition Notices, Temporary Stop Notices, Enforcement Notices. Stop Notices, Breach of Condition Notices and Untidy (Section 215) Site Notices.
- Prosecutions

- Injunctive relief proceedings.
- Certificates of Lawful Use or Development (Check with DM??)

130. In accordance with Protocol One, the Council shall consult with the National Park Authority prior to the service of a Temporary Stop Notice, Stop Notice and Injunctive Relief proceedings in all instances. The National Park Authority shall either endorse the action to be taken or require that it not be taken, subject to action required to be taken as a matter of urgency, when the National Park Authority agreement shall be sought retrospectively and as soon as reasonably practicable.

131. The National Park Authority may, where it decides that it is expedient to do so, supplement the Council's enforcement service.

Specialist and Support Services

132. Services relating to historic buildings, conservation areas, design, archaeology, ecology, landscape, trees, highways, agricultural viability, economic development, agriculture, land management, law, human resources, accountancy, democratic services and other specialisms or support services which are required in order to provide the Planning Services are to be provided or obtained as appropriate by the Council in accordance with provisions to be agreed with the National Park Authority. The National Park Authority will provide some external support to supplement this advice, particularly for landscape, archaeology and ecology and where this is provided, the Council will make proper and effective use of this additional service.

National Park Authority development proposals

133. Any National Park Authority development proposals under Regulation 3 of the Town and Country Planning General Regulations 1992 will be submitted to and determined by the National Park Authority.

Council's development on land within the National Park

134. Any planning application or consent submitted by the Council to the National Park Authority will follow the same process as for any other planning application or consent and unless the application or consent is regarded as having a significant effect on the purposes for which the National Park Authority has been established it will be determined by the Council.

Section 106 Obligations and Community Infrastructure Levy ("CIL")

135. Where a planning application is determined by the Council and there is a related planning agreement, the Council shall negotiate and undertake all associated work from drafting to completion of the agreement as agent for the National Park Authority. The Council shall at all times inform the National Park Authority of progress of such agreements in a manner to be agreed between the National Park Authority and the Council.
136. Where a planning application is determined by the Council and there is a potential Community Infrastructure Levy (CIL) contribution, the Council shall measure and check the submitted plans using the National Park Authority CIL calculator and notify the National Park Authority accordingly. The National Park Authority will negotiate and undertake all associated work relating to the estimation and collection of the CIL contribution. The Council shall at all times inform the National Park Authority of progress of such contributions in a manner to be agreed between the National Park Authority and the Council
137. The National Park Authority will maintain a register of all planning agreements and CIL contributions to ensure that all payments meet the purposes for which they are intended. The Council shall actively monitor the register in relation to agreements that they have negotiated. The register will be publicly accessible on the National Park Authority's website. The Council will maintain a register or other suitable arrangement of all planning agreements that relate to land within the boundary of the South Downs National Park entered into prior to the **1 April 2011**.

138. Arrangements for planning agreements and CIL, including financial provisions, shall be in accordance with Protocol Two between the National Park Authority and the Council for handling Section 106 Agreements linked to the grant of planning permission, which is appended to this Agreement.

Planning Appeals

139. All planning appeals relating to matters determined by the Council will be undertaken, from beginning to end, including appearance at any appeal, by the Council. As set out in Schedule 3 to this Agreement all non-routine and/or significant costs associated with such appeals (e.g. instruction of expert witnesses or appointment of Counsel) shall be agreed with the National Park Authority before they are incurred. This will be in accordance with Protocol 3 that relates to requests for additional National Park Authority resources and which forms a subsequent part of this Agreement.

Planning Applications determined by the National Park Authority

140. Notwithstanding the provisions of paragraph 125, from the time it is "called-in, the National Park Authority shall undertake all administrative functions in respect of applications being determined by the National Park Authority itself.

Responsibilities

141. The Council will:

- a. Comply with any protocol which may be agreed between the Parties.
- b. Provide a service that meets or exceeds the targets in this Schedule.

- c. Provide service availability and support as agreed between the Parties that is acceptable to the National Park Authority including access to officers and opening times of public reception offices provided that such access and opening times shall not exceed the usual services provided by the Council.
- d. Adopt the highest appropriate standard in commissioning and managing the delivery of services from external providers.
- e. Comply with all legislative and Council policy for the specific work areas.
- f. Comply with all National Park Authority corporate codes and rules provided that such corporate codes and rules shall not conflict with the Council's own corporate codes and rules.
- g. Ensure that a named officer is identified to deal with each matter.
- h. Where possible alert the National to any potential issues, and explain the matter as fully as possible so that appropriate action can be taken.
- i. Assist the National Park Authority in resolving any problems by all reasonable means.
- j. Seek to agree a case handling checklist on agreed selected matters within a realistic mutually agreed timescale or timescales.

142. The National Park Authority will:

- a. Where possible alert the Council to any potential problems, and explain the matter as fully as possible so that appropriate action can be taken
- b. Assist the Council in resolving any problems by all reasonable means

- c. Ensure that there is reasonable communication and access between the National Park Authority and the Council.
- d. Provide a timely service in relation to requests for information and advice from the National Park Authority.

Performance Management

- 143. As part of the review of the Agreement pursuant to paragraph 144 below, the National Park Authority shall prepare regular reports on the performance of the Council for such periods as may be appropriate. These will be assessed against the SLA and will be regularly reported to the National Park Authority Governance Committee (or whatever future arrangements are implemented by the National Park Authority) and shared with the Council.
- 144. The procedures adopted by the National Park Authority for reviewing the performance of the Council may include a review of the Council either individually or collectively with other Councils which have a part of their area within the National Park. Reviews by the National Park Authority may also be service specific or topical.

Schedule 2 - Service Level Agreement identifying performance management measures and procedures to be followed from 1 October 2017

Service Level Agreement for the provision of a SDNPA Development Management Service

Between the South Downs National Park Authority

And

District Council

1. Context

This Service Level Agreement (SLA) should be read in the context of the Agency Agreement dated 1 October 2017 which was completed under Section 101 of the Local Government Act 1972 between the SDNPA and District Council (the host authority). It provides the more detailed specification of the standards of service, outputs and outcomes required by both parties. This SLA relates only to those parts of the authority's development management service that are included in the delegated authority, as set out in the Section 101 legal agreement.

The SLA includes the responsibilities and standards to be met by both the SDNPA and the host authority. It includes the level of service that should be provided by both parties through jointly agreed performance indicators and the targets to be achieved, and the monitoring

and review process to be followed. It will be operative from 1 October 2017 onwards and will continue to operate until such time that either party resolves to terminate the Agency Agreement or agrees to alternative measures.

The detailed provisions are based upon known best practice and following discussions with all authorities involved in this Agreement.

The SLA will be the subject of regular review by both parties and will form the basis of regular performance reports on all indicators. It will also be used to help inform the annual negotiations that take place each year for the development management service that is provided by each host authority.

2. Focus of approach

The structure of this Service Level Agreement follows the general approach to the processing of planning applications and related development management matters. It has also been designed to follow three key themes:-

Customer focus and outcomes: - The SDNPA's philosophy is to help ensure that all customers receive a good development management service and one that focusses upon them. The SDNPA planning service aims to be at least as good as the best service provided by our most customer focussed partners and also one which improves over time.

Quality of service - The development management service must reflect the importance of the landscape and the aims and objectives of the Management Plan for the South Downs National Park, as well as our statutory purposes and duty.

Decisions made and the background to them being made must always be guided by these principles and the importance of the landscape. The service must, therefore, help to protect and deliver a high quality environment and ensure that these important considerations, enshrined within the purposes and duty of National Parks, are always a key part of the evaluation of all development management decisions.

Performance – A high quality service should also be efficient in terms of processes and procedures and must be timely and effective. Appropriate performance management will help to ensure that both important objectives are met.

These three themes apply throughout this SLA and help to drive the measures set out below. These measures should help ensure that the development management service delivered by the SDNPA and the host authority is both effective and robust.

3. Objectives

The aims of the SLA are, therefore, designed to help ensure that:

- the cost, type and level of service across all parts of the South Downs National Park is as consistent as possible, including processes and procedures and performance
- the level of service is found through customer feedback to be at least good practice and where possible, best practice
- the services are provided as efficiently and effectively as possible, so as to ensure that sound value for money is achieved and efficiencies are delivered over time.
- Customer satisfaction can be established and is then used to help guide future service improvements.
- The potential for confusion and conflict between the relevant authorities, the applicants and the community is minimised, thereby limiting any risk of complaint or legal challenge against processes or decisions.

The SLA reflects the established partnership arrangement between the host authority and the SDNPA and seeks to drive service excellence, reflecting best practice in the delivery of a development management service. It is also based on:-

- Indicators being capable of recording and measurement and reporting from the SDNPA UNIFORM system.
- The Indicator targets being realistic and relating to best practice.

<u>Criteria</u>	<u>Objective</u>	<u>Responsibility</u>	<u>How will this be measured or delivered?</u>	<u>Target</u>
A.) <u>Pre-application advice - provision, charging and recording.</u>	i) Information on procedure and cost is publicly available.	SDNPA and Host Authority	Relevant websites.	From 1 October 2017.
	ii) Service standards are in place for providing advice for all applications. Written information is available (including validation requirements).	SDNPA and Host Authority	Published timescales and processes are in place for responding to all requests.	From 1 October 2017.
	iii) A consistent charging regime is in place across the SDNP.	SDNPA and Host Authority	Standard charging regime in place across the South Downs National Park.	From 1 October 2017
	iv) Planning applications that have	Host Authority and the SDNPA	A higher proportion of minor and other applications that	Performance measured from 1 October 2017 onwards.

	<p>been the subject of pre-application advice should be processed and determined more quickly.</p> <p>v) SDNPA to be advised of all relevant pre-application approaches which have the potential to generate a “significant” application.</p>	Host Authority	<p>receive and follow pre-application advice are determined within 30 working days from validation.</p> <p>A higher proportion of major applications that receive and follow pre-application advice are determined within 60 working days from validation.</p> <p>Record of pre-application approach to be recorded on UNIFORM and Planning Link Officer advised, using template on SDNPA UNIFORM system, within 2 working days.</p>	<p>Performance measured from 1 October 2017 onwards.</p> <p>Performance measured from 1 October 2017 onwards.</p>
<u>B) Financial arrangements for the</u>	i) Standard fees in place for the provision	SDNPA	Pre-application advice scheme is	From 1 October 2017.

<u>recording of pre-application advice fees and implementation of a common charging regime.</u>	pre-application advice across the South Downs National Park.			
	ii) Records of all pre-application fees received are maintained.	Host Authority	operational and publicised on host authority and SDNPA websites. To be recorded on SDNPA UNI-form system.	From 1 October 2017.
	iii) SDNPA to hold all planning related fees.	SDNPA		From 1 October 2017.
<u>C) EIA screening and scoping of applications</u>	Confirm whether all applications fall within Category 1 or category 2 at validation stage.	Host Authority and the SDNPA	Host authority to record on SDNPA UNIFORM system within 3 working days of receipt.	From 1 October 2017.
<u>D) Validation and registration of</u>	i) Early validation of all valid householder	Host Authority and the SDNPA	Assess against most recent SDNPA	From 1 October 2017.

<p>applications.</p>	<p>and minor applications.</p> <p>ii) Early validation of all valid major applications.</p> <p>iii) Continuously work to improve the number of applications that are valid at the first validation attempt.</p>	<p>Host Authority and the SDNPA</p> <p>Host Authority and the SDNPA</p>	<p>Validation List. Validation within 5 working days for valid minor and other applications.</p> <p>Assess against most recent SDNPA Validation List. Validation within 5 working days for valid major applications.-</p> <p>Achieve a 75% (to be confirmed) validation rate at first attempt of validation.</p>	<p>From 1 October 2017</p> <p>Monitored by the SDNPA as part of the overall performance management system.</p>
<p>E) <u>Recording and filing</u>, including planning registers and records.</p>	<p>i) Electronic files are used and public access is available through the SDNPA UNIFORM</p>	<p>Host Authority and the SDNPA.</p>	<p>SDNPA template to be used on UNIFORM system.</p>	<p>From 1 October 2017.</p>

	<p>Public Access system.</p> <p>ii) All notes and information should be recorded on an electronic file to provide a clear audit trail.</p>	Host Authority and the SDNPA.	All relevant notes to be recorded and stored on UNIFORM.	Files to be updated on an on-going daily basis.
F) <u>Statutory advertising - consultations, neighbour notification and site notices.</u>	i) Standard consultation requirements apply to all authorities to provide clarity on the agreed notification and consultation procedures that are to be followed.	Host Authority and the SDNPA	Consultation is undertaken in accordance with the SDNPA Statement of Community Involvement (SCI) (not required for tree or any prior approval notifications).	<p>Site notices to be displayed on all sites.</p> <p>Neighbour notification and all other advertising to be completed within 28 days (4 weeks) of validation.</p>
G) <u>Processing of applications.</u>	i) Improvement of outcomes is achieved by working to add value to proposals throughout the	Host Authority and the SDNPA	Completion of “Added value” records on SDNPA UNIFORM system and on-going monitoring and reporting. Added value	From 1 October 2017.

	processing of all cases.		record to be completed to confirm and demonstrate proportional pro-active working with applicant.	
H) <u>Site visits and recording</u>	i) All applications are subject to a site visit by the case officer.	Host Authority and the SDNPA	All site visits to be undertaken within 15 working days of validation and date recorded in UNIFORM.	From 1 October 2017
	ii) Officer site visits notes recorded on UNIFORM, including logging of site notes and assessments and other records and photographs.	Host Authority and the SDNPA.	All notes and records to be recorded in UNIFORM within 2 working days of site visit.	From 1 October 2017.
I) <u>Reports, decisions and conditions.</u>	i) All delegated and Committee applications are the subject of an officer report.	Host Authority and the SDNPA	All reports to set out reasons for the recommendation, conditions (where appropriate) and make reference to relevant policies.	From 1 October 2017

	<p>ii) Consistent approach across the National Park for both delegated and Committee reports.</p>	Host Authority and the SDNPA	Only the approved SDNPA report templates to be used.	From 1 October 2017.
	<p>iii) Committee and delegated reports are available to customers and the public.</p>	Host Authority and the SDNPA	All delegated and Committee reports to be available on SDNPA website.	Within 2 working days of publication of the Committee agenda or the date of the delegated decision.
	<p>iv) Decision Notice to be available for customers quickly after the decision has been made.</p>	Host Authority and the SDNPA	Copy of decision notice to be available on websites once decision has been made.	Within 2 working days of the decision being made.
	<p>v) Standard conditions to be used, as far as</p>		SDNPA standard	

	possible	Host Authority and the SDNPA	conditions and reasons to be used.	From 1 October 2017.
<u>J) The use of specialist advice (design, archaeology, landscape, ecology)</u>	i) Specialist advice to sought and properly taken into consideration as part of the decision making process.	Host Authority and the SDNPA	SDNPA to help ensure that advice is available and being used, either by host authority or from a third party.	From 1 October 2017.
<u>K) Member site visits and protocols.</u>	i) Member site visits to take place before Committee meetings, whenever possible, in order to reduce delays in decisions for customers.	Host Authority and the SDNPA	Practices currently vary across host authorities.	All authorities to work towards operating this arrangement from 1 July 2018 onwards.

L) <u>Public speaking at Planning Committees.</u>	i) Publication of individual protocols for public speaking at all Planning committees.	Host Authority and the SDNPA	To be available and published on host authority and SDNPA websites from October 2017.	From 1 October 2017
M) <u>Delivering timely decisions.</u>	i) Make sound and timely decisions on all planning and related applications.	Host Authority and the SDNPA	Decisions on 70% of minor applications in 8 weeks or within any extended period agreed with the applicant.	Monitored by the SDNPA as part of the overall performance management system from 1 October 2017.
		Host Authority and the SDNPA	Decisions on 80% of other applications in 8 weeks or within any extended period agreed with the applicant.	Monitored by the SDNPA as part of the overall performance management system from 1 October 2017.
			Decisions on 60% of major applications in 13 weeks or within any	

	<p>ii) Issuing Decision Notices</p> <p>iii) Improving performance and speed of decisions.</p>	<p>Host Authority and the SDNPA</p> <p>Host Authority and the SDNPA</p>	<p>extended period agreed with the applicant.</p> <p>Decisions on 60% of applications with an EIA in 16 week or within any extended period agreed with the applicant.</p> <p>Decisions to be issued within 2 days of date of decision.</p> <p>Host authorities to provide information setting out delaying factors and used to improve performance.</p>	<p>Monitored by the SDNPA as part of the overall performance management system from 1 October 2017.</p> <p>Monitored by the SDNPA as part of the overall performance management system from 1 October 2017.</p> <p>From 1 October 2017</p> <p>From 1 October 2017</p>
<p>N) <u>Section 106 Obligations</u> arrangements to help deliver a common</p>	<p>ii) All section 106 Agreements (unless routine) to be discussed with the SDNPA.</p>	<p>Host Authority and the SDNPA</p>	<p>Liaison through Planning Link officer or other officers, as appropriate.</p>	<p>From 1 October 2017.</p>

<p>approach to monitoring and compliance.</p>	<p>iii) All section 106 Agreements to be recorded electronically and copy provided to SDNPA by host authority.</p>	<p>Host Authority and the SDNPA</p>	<p>All Section 106 Obligations to be recorded in UNIFORM with background information.</p>	<p>Host authority to provide copies and details of all Section 106 Obligations within 5 working days of completion.</p>
<p>O) <u>Customer satisfaction</u> - helping to achieve high levels.</p>	<p>i) Customer survey to be carried out during 2018/19.</p>	<p>SDNPA</p>	<p>SDNPA to undertake National Park wide customer survey during 2018/19 and to provide host authorities with individual feedback to help secure further improvements in service delivery.</p>	<p>Complete survey by June 2019.</p>

	ii) Results used to help deliver further improvements to service.	Host Authority and the SDNPA	Results analysed and an Improvement Plan developed for future implementation, as appropriate.	Improvement Plan developed by June 2020.
	iii) Deliver service improvements identified in the customer survey.	Host Authority and the SDNPA	At least four specific improvement measures to be implemented across the National Park.	At least four specific improvements proposed for implementation from September 2020 onwards.
P) <u>Performance management</u> internally and with the SDNPA.	i) Further develop and improve a robust and customer focussed performance management	SDNPA	Existing performance framework reported through the SDNPA Governance Committee on a quarterly basis.	From 1 October 2017.

	<p>framework.</p> <p>ii) SDNPA and host authorities to provide information to help ensure that all performance is appropriately measured and monitored.</p>	Host Authority and the SDNPA	SDNPA and Host authorities to enter all agreed and relevant performance data on SDNPA UNIFORM system.	From 1 October 2017
<p>Q) <u>Appeal management.</u></p>	<p>i) All appeals to be recorded on and managed through SDNPA UNIFORM system.</p> <p>ii) All appeal decisions to be recorded on SDNPA UNIFORM system.</p>	<p>Host Authority and the SDNPA</p> <p>Host Authority and the SDNPA.</p>	<p>All appeals recorded on SDNPA UNIFORM system.</p> <p>All decisions to be recorded SDNPA UNIFORM system.</p>	<p>Recorded on UNIFORM within 2 working days of notification of appeal by PINS.</p> <p>Within 2 working days of appeal decision being received.</p> <p>Monitored by the</p>

	iii) High level of overall performance on appeals.	Host Authority and the SDNPA	Overall success rate of 65% on SDNPA appeals.	SDNPA as part of the overall performance management system from 1 October 2017.
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Schedule 3 - Financial Provisions

Ongoing financial arrangements

1. All income associated with planning applications and other consents including fee monitoring and income from pre-application advice must be received and held only by the National Park Authority.
2. All payments by the National Park Authority to the Council for the delivery of the Planning Services will be made:-
 - a) On a quarterly basis for planning application and related caseload work that has been received and validated and for appeals dealt with under the fast-track, written representation and Informal Hearing processes.
 - b) On a quarterly basis for planning enforcement work based on a pre-agreed annual fee and managed through a Service Level Agreement for this work.
 - c) On a negotiated and agreed "case by case" basis for the payment of handling planning appeals dealt with through the Public Inquiry process. The default position will be that the Council will deal with all public inquiries relating to planning applications that it has dealt

with itself, unless there are exceptional circumstances relating to the case, that dictate otherwise. The National Park Authority will normally deal with Public Inquiries relating to those cases that it has dealt with itself.

Funding Mechanism

3. The National Park Authority will pay the Council for the delivery of the planning services by way of a fee for based on a pre-agreed payment per case arrangement and for other activity provided by the Council, as set out in paragraph 1 above. The overall purpose of this payment mechanism is to properly cover the delivery of the entire development management planning service provided by the Council.
4. The agreed fee will apply throughout the full term of the Agreement, but will be reviewed if the Agreement is extended during its third year of operation to allow for modified payments to apply from year 4 onwards. If unknown or exceptional circumstances arise during the term of the Agreement and if both parties agree, then an exception can be made to allow for a review of payment levels to be undertaken accordingly.
5. The payment for the defined planning service will cover, amongst other things, all administrative and professional costs associated with the validation, processing and determination of applications and consents, routine correspondence, pre-application enquiries, planning enforcement, specialist and support services and work associated with routine planning agreements and planning appeals.
6. In accordance with paragraph 1 above, the National Park Authority will advise the Council within one calendar month from the end of each quarter (by 30 July, 30 October, 31 January and 30 April each year) of the numbers of cases that it has received and validated and other related work it has undertaken for the National Park Authority in the preceding quarter. The Council shall check and confirm this data and then submit a claim form to the National Park Authority, which must be signed by the Chief Finance Officer of the Council. It will not be accepted by the National Park Authority if it is not signed accordingly.
7. The National park Authority shall then make payment to the Council within the terms of its financial arrangements and within 15 working days.

Non-Routine matters

8. Any requests for additional payments for costs associated with the delivery of the development management Planning Service, shall be submitted to and agreed by the National Park Authority before any expenditure is incurred. These costs, if agreed, such agreement not to be unreasonably withheld or delayed, will be met by the National Park Authority and paid to the Council outside the funding mechanism referred to above.

9. All claims for additional payments should be made in accordance with Protocol Three (Additional Payments) to this Agreement and must be submitted using either Form A or Form B, as appropriate. Following the receipt of a properly completed claim form, the National Park Authority will consider the request and will respond in accordance with timescales set out in Protocol Three. It will then pay the Council in accordance with Protocol Three, once any additional payment has been formally agreed.

Awards of costs in appeals

10. All costs awarded against an appellant in an appeal or other such similar costs shall be credited to the National Park Authority upon recovery from the appellant.

11. The National Park Authority shall reimburse costs awarded against the Council in the event that the decision was either an officer delegated decision, or a committee decision made fully in accordance with an officer recommendation.

12. In other cases, or in instances when agreed procedures were not followed, the costs shall be borne by the Council.

Planning Agreements and Community Infrastructure Levy (CIL)

13. In accordance with Protocol Two to this Agreement, for collecting and managing CIL and Section 106 Agreements linked to the grant of planning permission, all monies received by the Council, acting as agent for the National Park Authority, from a developer associated with CIL or obligations in planning agreements, where such agreements are entered into on or after 1 October 2017, shall be paid directly to the National Park Authority or transferred from the Council to the National Park Authority. This shall be completed as soon as reasonably practicable, and in accordance with Protocol Two. All funds received shall be retained by the National Park Authority.

14. The National Park Authority shall continue to hold such monies until such time as it is required for the purposes for which the monies have been paid or as may otherwise be agreed. Requests for the release of funds shall be made in accordance with Protocol Two and using Form A that accompanies it. Thereafter, the National Park Authority shall release the relevant funds upon agreement to the request in a timely manner.

SCHEDULE 4 –PROTOCOLS

Protocol One (1) between the South Downs National Park Authority and the Council for planning enforcement and related matters

Purpose of the Protocol

1. Enforcement is a key element of the planning process. The fundamental element of enforcement activity relates to the control of development, ensuring that development without planning permission is subject to appropriate planning control, and also ensuring that where planning permission is granted, the development is in accordance with the permission granted.
2. However, enforcement activity also relates to Listed Buildings, Conservation Areas, advertisements, untidy land and trees, which are all subject to specific regulatory control, with associated enforcement provision.

3. This agency Agreement between the SDNPA and the Council provides that the Council is required to undertake the range of enforcement activity as set out in the Service Level Agreement (Schedule 1). The Agreement also provides that the SDNPA may, where it decides that it is expedient to do so, supplement the Council's enforcement service. The purpose of this protocol is to set out how this arrangement will work in practice.

Relevant enforcement standards and procedures.

4. In addition to the statutory provisions and government policy the enforcement standards and priorities set out in paragraph 188 of this protocol are applicable to enforcement activity by the Council and the National Park Authority. Changes in government policy will be reflected in the application of the protocol, as appropriate.

Enforcement activity with the SDNP– key principles:

Recording

5. All complaints relating to breaches of planning control are to be recorded and processed using IDox Uniform if identified by the National Park Authority as potentially significant. The SDNPA will hold this information and will make it available upon reasonable request.

Contact

6. The first point of contact for all enforcement matters within the area of the Council will be the relevant lead enforcement officer at the Council. Enforcement matters which are initially reported to the National Park Authority will be referred as soon as reasonably practicable to the Council.

Resource

7. The effectiveness of this service in meeting the objectives and standards of the National Park Authority will be subject to annual review, as set out in the Service Level Agreement. If there is concern by either party that the service is not satisfactory in any respect this will be specified in the review, and the review will agree measures to achieve satisfactory standards for the following year. This is without prejudice to the National Park Authority seeking such a review during the course of the year, at its discretion.
8. The Council shall notify/seek approval from the SDNPA for enforcement matters in accordance with the table set out below paragraph 13 of this protocol.

Undertaking Enforcement Action

9. Paragraph 17 of this Protocol specifies categories of enforcement in three different levels of priority to be applied by the Council when delivering the Planning Services. Typically, these will be as follows:
 - Level 1 lists the enforcement matters that are the highest level of priority where enforcement is of the most serious and significant order, and requires urgent and immediate attention.
 - Level 2 lists the enforcement matters that are significant, but can be dealt with in a more moderate way, and specifically, are of a less significant or less urgent nature than level 1 matters.
 - Level 3 lists the enforcement matters that are less significant or urgent and more routine, and the outcome is less likely to have national park significance.
10. Anonymous complaints will not be investigated unless, at the discretion of the Council, there is evidence of significant irreversible

harm.

11. The Council shall only issue a temporary stop notice, stop notice, pursue a planning injunction or take any other action that may result in an award of costs or claims for compensation being made against the National Park Authority if a report setting out the costs/risks/benefits has been submitted to the National Park Authority and the National Park Authority has confirmed approval in writing.
12. The National Park Authority shall respond to any required request for approval as set out in the table below paragraph 180 within 5 working days.
13. The following table identifies the various enforcement tools available to the Council and sets out the role of the National Park Authority in the enforcement process.

Enforcement tool	Consultation requirement
Requisition for Information Notices:	No requirement to consult the National Park Authority
Planning Contravention Notice (PCN):	No requirement to consult the National Park Authority
Police & Criminal Evidence (PACE) Act 1984:	No requirement to consult the National Park Authority
Breach of Condition Notice	No requirement to consult the National Park Authority
Enforcement Notice:	No requirement to consult the National Park Authority

Stop Notice:	Cost/Benefit/Risk analysis to be Submitted by the Council, in writing, for National Park Authority SDNPA approval required,(5day response)
Temporary Stop Notice:	Requirement to consult the National Park Authority.
Section 21 5 Notice:	No requirement to consult the National Park Authority
Prosecution for advertisement/tree /enforcement notice offence	No requirement to consult the National Park Authority unless financial support required from the National Park Authority. In this circumstance a Cost/benefit/risk/ report should be submitted and SDNPA approval given (5 day response time)
Injunction:	Cost/ benefit/risk/ report should be submitted and National Park Authority approval given (5 day response time)
Direct Action:	Cost/benefit/risk/ report should be submitted and National Park Authority approval given (5 day response time)
Monitoring of Conditions	No requirement to consult

No Further action

14. A decision to take no further action on an enforcement matter shall be decided as follows:

Level 1 matters- with the approval of the National Park Authority, following the submission of a report within 5 working days which assesses the planning merits, the risks, the potential costs and the potential benefits of not taking action

Level 2 matters – following discussion with the National Park Authority.

Level 3 matters- at the discretion of the Council There is no requirement to consult the National Park Authority.

SDNPA enforcement resources

15. The National Park Authority may also deploy its own enforcement resource to complement the enforcement resources of the Council. Any enforcement undertaken by the National Park Authority within the area of the Council will be in accordance with the converged priorities set out in paragraph 188 of this Agreement.

16. The National Park Authority will advise the Council of any enforcement activity it proposes to undertake within its area in good time (other than in urgent cases, when it will act in a reasonable manner and will make every effort to notify the Council, as soon as possible thereafter). The National Park Authority will work together with the Council to ensure that the most effective means of enforcement is pursued.

Enforcement Priorities

17. The following priorities are based on the criteria where damage is irreversible and prosecutable (Priority 1) or significant (Priority 2) or more routine (Priority 3) and complaints which are not serious

Priority 1

- Works to /harm to/damage or harm to designated heritage asset (listed buildings, demolition in a conservation area, scheduled monuments and registered parks and gardens);
- work to/felling/damage TPO trees or trees in a Conservation Area;

Response time: Within one working day of receipt of complaint

Priority 2

- Stationing a new residential caravan in the countryside;
- starting work on site without discharging pre-commencement conditions;
- works resulting in landscape harm to sensitive designations;
- works likely to be harmful to public health or compromise highway safety;

Response time: within 10 working days of receipt of complaint.

Priority 3

- Other breaches of planning control,
- display of advertisements,

- untidy land

Response time: within 15 working days of receipt of complaint.

Protocol Two (2) between the South Downs National Park Authority and the Council for Community Infrastructure Levy (CIL) and Section I06 Agreements that are linked to the grant of planning permission.

Purpose of the Protocol

1. This protocol is necessary to provide a clearly agreed procedure for the processing of planning applications which require a legal agreement under Section I06 of the Town & Country Planning Act 1990 or to other unilateral undertakings or may be liable to CIL. Throughout this protocol, references to Section I06 agreements refer also to unilateral undertakings.
2. Section I06 agreements may be required where a proposed development, which is acceptable in principle, has external impacts which cannot be controlled, or managed, by the imposition of planning conditions. In such cases, it may be appropriate to negotiate a Section I06 legal agreement to secure obligations from the developer before planning permission can be granted. Such obligations can include specific actions, or payments, to make the development acceptable. CIL contributions will be collected wholly by the SDNPA in accordance with its adopted procedures and processes, including the CIL Charging Schedule.
3. The purpose of this protocol is to set out arrangements for the processing of planning applications involving Section I06 agreements, the release of planning permission, and for associated financial arrangements. It also covers longer-term management and

maintenance arrangements for any facilities or assets funded by Section 106 agreements.

4. This protocol also applies to Community Infrastructure Levy provisions. CIL will be progressed extensively within the life of this Agreement and new provisions and arrangements have been developed and implemented as part of this process.
5. The Protocol also sets out the arrangements that will be followed in relation to the collection, payment and management of all fees and other income that relate to the delegated development management function.

Relevant planning policies

6. Current planning policies and related guidance, such as Supplementary Planning Guidance (SPG), will be used as the basis for negotiating and delivering Section 106 agreements in that part of the National Park which falls within the Council's area. The SDNPA is currently preparing a Local Plan which will be adopted during the life of the Agreement and will become increasingly relevant as it progresses.
7. Should any of the relevant documents referred to in paragraph 6 above be amended or replaced, then the most up to date versions of these documents shall be interpreted to apply to this protocol. This is subject to the provision that any changes in the above planning documents may trigger a need to carry out a review of this protocol by the National Park Authority and the Council, to ensure that it remains relevant and up-to-date.

Processing planning applications which may require a Section 106 agreement

8. The National Park Authority will normally determine applications which have been deemed to be significant. These applications may on occasions generate a need for a Section 106 Agreement and these Agreements will be negotiated and completed by the National Park Authority.

9. Section 106 Agreements may, however, also be necessary for some of the planning applications that will be determined by the Council. These agreements will be negotiated and completed by the Council. The Council will identify where, and for what purpose, financial contributions are to be allocated and spent.

Banking allocating and spending of and accounting for any payments received as a result of CIL or Section 106 Agreements or any other legal obligation.

10. Irrespective of whether the planning application has been determined by the National Park Authority or by the Council acting on its behalf, all financial contributions received from CIL, under Section 106 Agreements or as a result of any other financial contributions will be payable to, and held by, the National Park Authority until they are required and released for the purposes for which they have been paid (or may otherwise be agreed).
11. The National Park Authority will hold all such payments in a separate ring-fenced account for the Council area and will provide an annual statement of account to the Council itemising the funds which are available (including accrued interest), allocated or spent.
12. The National Park Authority will maintain for public information a web page, setting out the information detailed in paragraph 11 above, to be updated annually.
13. Where the Council, as service provider or on behalf of other parties such as a County Council or Parish Council, wishes to call on Section 106 funds held by the National Park Authority to implement or maintain the works required in a Section 106 agreement, it will submit Form A (below) to the National Park Authority confirming that works are planned to commence within 12 weeks and seeking the timely release of allocated funding. All such requests shall only be made by the Council.

14. Where the related planning application was determined by the National Park Authority, the National Park Authority will consider the submitted Form B, and notify the Council whether the proposed use of funding is in accordance with the terms of the Section 106 agreement and whether the requested funding can be released to the Council, such agreement not to be withheld unreasonably.
15. Where the related application was determined by the Council, the Council will confirm to the SDNPA that the proposed use of funding is in accordance with the terms of the Section 106 agreement and provided that it is, the requested funding will be released as requested.
16. The Council will accept audit responsibility for the proper spending and use of Section 106 funding released to them by the National Park Authority.

Planning applications which may require a Community Infrastructure Levy (CIL) contribution.

17. Within the South Downs National Park, CIL is a tariff based system that requires financial contributions to be made to help support certain new residential and retail developments. This came into effect on 1 April 2017.
18. Where a planning application is determined by the Council and there is a potential Community Infrastructure Levy (CIL) contribution, the Council will measure and check the submitted plans at validation stage to check if a case is potentially captured by CIL. If it is, then the host authority will record it on UNIFORM using the National Park Authority CIL calculator and notify the National Park Authority accordingly. The National Park Authority will determine and undertake all associated work relating to the estimation and collection of the CIL contribution.

**Form A - REQUEST FOR THE RELEASE OF DEVELOPMENT
CONTRIBUTION FUNDING**

This proforma is to help facilitate the SDNPA's confirmation that proposed expenditure complies with the terms of the agreement.

Part 1 is for the Council to complete for submission to the SDNPA case officer not less than 12 weeks prior to the commencement of works.

Part 2 is for the SDNPA case officer to complete and return with four weeks of receipt.

PART I

I Application No:

Site/Development:

Agreement details: (Date, parties, etc.)

Development Contribution Received: (Plus interest accrued; less sum(s) previously expended)

Net amount held:

Expenditure proposed and relationship to the development/ agreement: (Scheme, description, costs and timing) — detailed costs including quotations and/or invoices to be provided)

Signed:..... -

Dated:.....

PART 2

I confirm that expenditure of the development contribution as proposed complies with the terms of the agreement, and that the requested funding of £..... will be released.

Signed:

Director of Planning

Date:

Protocol Three (3) - Requests for additional payments for exceptional workloads or to cover exceptional potential costs that fall outside agreed service provision.

Purpose of the Protocol

Form A - Additional work that falls outside the payment arrangements

1. This protocol applies to requests for additional resources by the Council for increased payments that might be appropriate due to unusual workloads for which normal payments do not cover. The new system of payments per case should reduce the need for such claims significantly, but a provision remains in this Protocol to help cover unknown situations that may arise. Records should be prepared and retained and used to support any such claim to the National Park Authority.
2. For this type of request for additional resources, the Council should complete and return Form A to the National Park Authority. It is not possible to be definitive or specific about what will not normally fall within the definition of exceptional work anticipated in relation to paragraph 1 above, but for guidance purposes, some examples might include:-
 - a. Additional resources to deal with short term peaks in workload.
 - b. Additional resources to deal with a shortage of staff resources through sickness absence or as a result of internal arrangements within the Council.

- c. The provision of specialist support for routine cases and appeals.

Form B - Other additional or exceptional work

- 3. This Protocol also applies to all requests for a contribution from the National Park Authority for other exceptional additional work or related costs that clearly and reasonably fall outside the scope of the development management work for which the Council is already paid by the National Park Authority. For these requests, the Council will use and complete form B below.
- 4. It is not possible to be definitive or specific about what might fall within the definition of exceptional work in relation to paragraph 3 above. However, for guidance purposes only, some examples might include:-
 - a. Exceptional legal or specialist support costs in relation to a complex Planning Inquiry.
 - b. Exceptional legal costs in relation to an unusual or non-routine legal action that the Council is taking on behalf of the National Park Authority.
 - c. The provision of legal advice that extends beyond what a Council would normally be expected to provide because of the particular complexity or unusual circumstances of a planning case or where such advice is required to properly assess risks to the National Park Authority or the Council.
 - d. The procurement of highly specialised advice or support to help with an unusual or complex planning case, including major planning applications and, in exceptional circumstances, some types of major pre-application enquiry or post application work casework.
 - e. The provision of additional specialist or other support to help tackle any unusual, unanticipated or exceptional workload issues that might arise.

- f. The provision of specialist or related support where a case raises unusual or unique issues that are of paramount importance or significance to National Park purposes and duties.

Process to be followed for requests for additional resources

6. All requests to the National Park for additional resources will be made on Form B which forms part of this Protocol. It must be fully completed and signed by the Council and then sent electronically to the Major Planning Projects and Performance Manager at the National Park Authority.
7. The date on the form should be the date that the form is delivered to and received by the National Park Authority. If other National Park Authority officers (such as Planning Link Officers) have been involved in or have particular knowledge of a case when using Form B, they should also be sent a copy of the request, as this will make processing more efficient and a decision quicker to make.
8. Payment for agreed requests for additional payments will be paid in a timely manner, in accordance with the National Park Authority's normal practices and protocols. The National Park Authority will consider the request in accordance with the following timescales:-
9. All valid requests for additional resources will be acknowledged by email within 3 working day of receipt and the Council will be advised which National Park Authority officer will be dealing with the request.
10. **Form A** requests for additional resources will be dealt with by the National Park Authority as follows:-
 - Where the National Park Authority requires further information, this will be requested within 10 working days of receipt of the request being acknowledged.
 - The SDNPA will consider the request and unless it is urgent (as indicated on the request form) the National Park Authority will seek

to make a decision and notify the Council within 20 working days of receipt of the original request or of all the additional requested information being received.

11. Form **B requests** for additional or reduced resources because of exceptional circumstances or for work clearly falling outside that normally provided under the Agreement, will be dealt with by the National Park Authority as follows:-
- Where the National Park Authority requires further information, this will be requested Within 3 working days of receipt of the request being acknowledged.
 - The National Park Authority will consider the request and unless it is urgent (as needs to be indicated on the request form) the National Park Authority will seek to make a decision within 10 working days of receipt of the original request or receipt of any additional requested information being received.
 - The National Park Authority will seek to deal with urgent cases more quickly, provided the Council has properly explained and justified the request, has submitted the request in a timely manner and has provided a reasonable timescale for the matter to be dealt with by the National Park Authority.

South Downs National Park Authority - Delegated Development Management Service

FORM A- Request for Additional Payment for Exceptional caseloads

Name of Council -

Officer submitting request -

Telephone number and email address -

Date request submitted to SDNPA •

Assessment

Explanation of additional work undertaken

If this is an urgent case, please explain why and what timescale a decision is required by?

Financial Request

Total additional payment requested - £

Do you expect to make further requests for additional payments this year and if so, how much?

Resources provided to date

Additional payment requests made to the **SDNPA** this year-

Number and amount agreed by the **SDNPA** this year-

Total additional payments made to your Council so far this year-£

Other comments that may help inform the request

Please explain the circumstances that justify the request for the additional payment.

Comments from the SDNPA

Date-

SDNPA Decision

APPROVE/REFUSE

Reasons for decision

Signed by **SDNPA** Authorised Officer (Director of Planning)-

Date –

South Downs National Park Authority - Delegated Development Management Service

FORM B - Request for Additional Payment for Service Provision

Name of Council -

Officer submitting Request -

Telephone number and email address-

Date request submitted to **SDNPA-**

Site and Case Details

Site Address - Type of Case -
Application or case reference -

SDNPA Officer Contact –

If this is an urgent case, please explain why and what timescale a decision is required within?

Financial Details

Total contribution requested - £

Total of any contribution being provided by the Council - £

Please describe below exactly what the resource is to be used for and explain how the sum is broken down –

Resources provided to date

Number of requests for additional payments made to the **SDNPA** this year- Number agreed by the **SDNPA**-

Total additional payments made to your Council so far this year-£

Why is this work exceptional?

Please explain, having regard to the agreed guidance, why this work is exceptional and why it is not covered by the payment that is already made to your Council.

Comments from SDNPA Officer who has had involvement or has knowledge of the case.

Comments from **SDNPA** Legal officer (where required)-

SDNPA Decision

APPROVE/REFUSE Reasons for decision:

Signed by SDNPA Authorised Officer Date –

Post payment evaluation

Notes and progress of case

Case outcomes and overall evaluation

Protocol Four (4) – SDNPA data recording requirements.

The following expectations constitute the SDNPA baseline for the use of the systems that it has in place. All of the below measures will be in place by September 2017. Host authority staff will be expected to enroll and engage in relevant SDNPA group pages at KHUB.net where all current procedures are held. (Separate group pages exist for DMG, PAUG and EMG, and an all user group exists for officers and support teams).

Finance

following prescribed methods for:

- recording fee income submitted by cheque (Uniform and Cheque DB)
- receiving telephone payments (Icon webpaystaff)
- recording telephone/web payments (Uniform and DMS)
- recording BACS payments (Uniform)
- recording planning portal payments (Uniform)

Appeal work (Uniform and DMS)

following prescribed methods for:

- receipt of notifications of submission and record on Uniform
- receipt of notifications of appeal valid and start and record on Uniform
- issue notifications of valid appeal to third parties within statutory deadlines
- issue notifications of hearing/inquiry arrangements to third parties within statutory deadlines
- submit questionnaire, statement of case including all associated documents, comments on case, agreed common ground and other require materials within statutory and PINS specified deadlines
- receive notifications of decision and record on Uniform within 1 working day

DM casework (Uniform and DMS)

following prescribed methods for:

- receipt of enquiry/application

- registration
- validation including issue of invalid letters
- issue acknowledgement
- recording/issuing/receiving neighbour notifications/contributor comments
- recording/issuing/receiving consultees/responses
- report preparations
- notification of committee scheduling
- Issue of response using general determination issue methods
- recording all communications on DMS

Enforcement casework (Uniform and DMS)

following prescribed methods for:

- receipt of enquiry/complaint
- registration of complaint details
- issue acknowledgement
- timely initial site visit
- recording investigations, visits and actions
- recording breach details where complaint is founded
- issue of response /updates to all parties
- recording/issuing/receiving consultees/responses
- production of informal notices and recording interested party details
- report preparations
- production of formal notices and recording parties served on
- recording all communications on DMS

Any other matters as agreed through PAUG/DMG/PWG

Global data checks (all Uniform modules)

- All current or closed cases with no site address
- All current or closed cases with no polygon recorded
- All current or closed cases with no UPRN
- All current or closed cases with no District Office
- All current or closed cases with no responsible officer
- All current or closed cases with multiple BLPU points

Development management data checks

- Number of cases received
- Number made valid
- Number returned before valid
- Number withdrawn
- Number determined
- Number determined within Statutory period
- Number determined within agreed extension
- Number of cases not acknowledged
- Number of days to carry out validation checks
- Number of days to issue invalid letter
- Number of days to make valid (issue of acknowledgement), from date deemed valid
- Numbers of cases with Agent name but no agent address
- All cases with no applicant address (not set as e.g. c/o Agent)
- All cases with no applicant name
- Active case work by LA
- Active case work by Officer
- Determined case work by LA
- Determined casework by Officer
- District Performance
- Officer Performance

- Number of cases recorded where District office is blank
- Number of cases recorded where Officer field is blank
- Number of cases recorded where Development type is blank
- Number of determinations recorded where the date issued is blank
- Number of determinations recorded where the departure level is blank
- Number of determinations recorded where the EIA development field is blank
- Number of determinations recorded where the decision type is blank
- Number of determinations recorded where the Legal Agreement field is blank
- Number of determinations recorded where Added Value is not recorded

In addition, the SDNPA will facilitate reports that will measure the response times or lack of response by consultees which may highlight failure to record consultation responses.

Appeals data checks

- Number of appeals received
- Number of appeals made valid
- Number of appeals returned before valid
- Number of appeals withdrawn
- Number of appeals determined
- Number of appeals allowed/dismissed/split decision
- Time taken to record on Uniform from date lodged
- Number of Valid Appeals cases where Decision recorded, but no decision date
- Number of Valid Appeals cases where Decision date recorded, but no decision
- Number of Valid Appeals cases where PINS case officer details are not recorded
- Number of Valid/determined appeals where no notifications have been sent to third parties, where recorded
- Number of Valid/determined appeals where no notifications have been sent to consultees, where recorded
- Measures on the expected date and actual dates recorded on the Process Dates tab:
 - o Questionnaire

- o Notification third parties
- o Statement of case
- o Comments on Statement of case

Enforcement data checks

- Number of cases opened
- Number of cases where complaint is founded
- Number of cases where level 1/2/3 priority not set
- Number of case closed as:
 - o Breach Ceased by Negotiation
 - o Compliance
 - o No Further Action
 - o No Breach
 - o Not Founded
 - o Non Expedient
 - o Not a valid complaint
 - o Permitted Development
 - o Planning App Approved
- Number of cases where complainant not acknowledged
- Number of days from case created to initial site visit
- Number of days since last update on case
- Number of cases where no inspections actions or visits recorded
- Number of formal notices served in period
- Number of informal notices served in period
- Number of cases where complaint is founded but no interested parties recorded
- Number of cases where complaint is founded but no breach details recorded
- Number of cases where notice marked as issued but no breach details recorded
- Number of cases where notice marked as issued but no persons served recorded
- Number of cases where notice marked as issued but no authorisation data recorded

- Active case work by LA
- Active case work by Officer
- Determined case work by LA
- Determined casework by Officer

Any other matters as agreed through PAUG/DMG/PWG