

Date:

23rd April

2014

SOUTH DOWNS NATIONAL PARK AUTHORITY

and

CHICHESTER DISTRICT COUNCIL

AGENCY AGREEMENT

Relating to the provision of
Planning services in Chichester District Council
Section 101 of the Local Government Act 1972

AGENCY AGREEMENT made the 23rd day of April 2014

PARTIES

1. **SOUTH DOWNS NATIONAL PARK AUTHORITY** of Rosemary's Parlour, North Street, Midhurst, West Sussex, GU29 9SB (the "National Park Authority")
2. **CHICHESTER DISTRICT COUNCIL** of East Pallant House, 1 East Pallant, Chichester, West Sussex, PO19 1TY (the "Council")

BACKGROUND

1. From 1st April 2011, the South Downs National Park Authority is 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 19 November 2013, the South Downs National Park Authority resolved to continue to provide some of its development management planning functions through agency arrangements with 10 existing 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 South Downs National Park Authority under Section 101 of the Local Government Act 1972, in accordance with the measures outlined.
5. The South Downs 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 NPA, 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.

6. The Council has a duty to provide the South Downs National Park Authority with such assistance and information as the South Downs 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 South Downs National Park Authority and Director of Environment for the Council and "authorised officers" shall be construed accordingly.
8. "Agreement Period" means the period 1st April 2014 to 31st March 2017 or to the end date of any agreed Extension.
9. "Commencement Date" means 1st April 2014.
10. "Council" means Chichester District Council, East Pallant House, 1 East Pallant, Chichester, West Sussex, PO19 1TY.
11. "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.
12. "Expiry Date" means 31st March 2017 or the end date of any agreed Extension.
13. "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.

14. "National Park Authority" means the South Downs National Park Authority, commonly referred to as the "National Park Authority" and the "SDNPA" within this Agreement.
15. "Parties" means the South Downs National Park Authority and the Council and "Party" shall be construed accordingly.
16. "Planning Services" means those development management planning services 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 and which are set out in paragraph 119 of Schedule 1 to this Agreement.
17. Service Level Agreement (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 attached to this Agreement). The SLA will be the subject of regular review by both parties and will be used to help measure performance and to help inform payments for the services provided.
18. "Working Day" means a complete calendar day which is not a Saturday or a Sunday or a public holiday

Interpretation

19. 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;
20. 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;
21. clause headings and notes are for ease of reference only and do not affect the interpretation of this Agreement;
22. 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;

23. The Schedules to this Agreement form part of this Agreement.

Commencement and Duration of Agreement

24. 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.

25. No later than 31st March 2016 (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 three years (an "Extension").

26. 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

27. In accordance with Section 101 of the Local Government Act 1972 and subject to the terms and conditions of this Agreement the South Downs 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.

28. 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 Schedule I. Any changes agreed by the Parties to the terms of Schedule I following such review will be in writing, executed by both Parties and recorded as a Variation to this Agreement in accordance with paragraph 104.

29. Notwithstanding paragraph 27, nothing herein contained shall prevent the South Downs National Park Authority from exercising the Planning Services as a whole or in respect of any particular case within the Planning Services PROVIDED THAT:
30. In the case of the South Downs 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 2 until either a Dispute is concluded in accordance with Section 6 or if sooner the Agreement is terminated in accordance with Section 5; or
31. In the case of the South Downs 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 2 as if the Council were exercising the Planning Services in respect of the particular case.
32. Notwithstanding paragraph 27, 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, the Service Level Agreement attached to this Agreement, 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.

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 endeavours 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 and the consequential context of planning within the National Park.

SECTION 3 –INDEMNITIES AND INSURANCE

Indemnity and Insurance

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 endeavours to undertake the Planning Services in such a way as to minimise 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 £20 million
- Public Liability £20 million
- Professional Indemnity Insurance £2 million
- Officials Indemnity Insurance - £2 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:

- a. 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.
- b. 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:-

- a. The National Park Authority shall keep the Council fully informed and consult with it about material elements of the conduct of the claim;
 - b. 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 wilful 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 wilful 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 book as possible and that the aim will be to improve value for money throughout the Agreement Period and in particular to converge payments, costs and standards.
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 2.
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 106 Obligations) shall be paid directly to the South Downs National Park Authority in accordance with guidance and processes issued and the protocol that forms part of this Agreement. The SDNPA 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 related Protocol that is operated consistently across the National Park. Properly completed requests that accord with the Protocol will be considered in a timely

manner and decisions will be made by the SDNPA and conveyed to the Council, in accordance with the Protocol.

SECTION 5 – TERMINATION

Expiry

55. This Agreement shall terminate on the Expiry Date unless it shall have been terminated earlier in accordance with the provisions of this Agreement or extended in accordance with paragraph 25, 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 12 months notice in writing provided that in the event that any Extension has been made for a period of less than 12 months, the period of notice required to terminate this Agreement during such Extension shall be not less than half the duration of such Extension.

57. In the event that the Council:
- (a) is guilty of fraud or dishonesty or acts in any manner which in the opinion of the National Park brings or is likely to bring the Council or 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 2 until the date of determination.

Consequences of Expiry or Termination

59. In the event of termination however and whenever occurring:

60. 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. enter into such arrangements with the each other as they may agree concerning the ownership and control of any assets acquired;
- c. use their reasonable endeavours to agree an amicable financial settlement between them;
- 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;

61. 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.
62. 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.
63. 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 early termination of this Agency 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 endeavour 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

64. 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.

65. Paragraph 64 shall be without prejudice to the rights of termination stated in Section 5.
66. 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.
67. 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.
68. 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 endeavour 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.
69. 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 64 will be "exhausted".

Mediation and Litigation

70. If any Dispute has not been resolved pursuant to the provisions of paragraph 69 within twenty (20) Working Days of the date on which it is referred for resolution under the said paragraph 69, 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.

71. 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.

72. The Mediator shall be entitled to be paid his reasonable fee which shall be paid in equal parts by the Parties.

73. Other than in respect of emergencies neither Party shall be entitled to commence litigation procedures until the completion of the mediation in accordance with this clause if one of the Parties has chosen to refer the matter to a mediator in accordance with paragraph 70.

74. 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.

75. 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.

76. 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, when and in such form as that other may reasonably require.
77. The Council will use the SDNPA IDox UNIFORM Planning administration system to validate and register all development management applications and related work within the National Park and process, determine and monitor those cases that it handles. This will include the provision of all data and the completion of all relevant fields within UNIFORM, as requested by the SDNPA. The SDNPA 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 the UNIFORM system.
78. 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.
79. Each Party shall provide the other with such assistance and information as the other Party may require, to help enable that other Party to properly allocate such expenditure as it may need to incur in relation to the discharge of the Planning Services.
80. 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 provision of the SDNPA planning services. Examples include the SDNPA Planning Working Group (PWG), the SDNPA Development Management Group (DMG), the related Enforcement Group and the SDNPA Planning Administration User Group (PAUG), although this may change over the time of this Agreement.

Audit Information and Access

81. Each Party's external and internal auditors shall have the like powers set out in Part II of the Audit Commission Act 1998 and all other audit and related legislation. 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.

82. 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

83. 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

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

Successors

85. The provisions of the 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

86. Nothing in the 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

87. 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.

88. 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

89. 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

90. 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

91. 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.
92. 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.
93. No waiver under paragraph 92 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

94. 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 endeavours 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.

95. 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

96. 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

97. 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 or by fax, 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, Rosemary's Parlour, North Street, Midhurst, West Sussex, GU29 9SB
 - b. The Chichester District Council, East Pallant House, 1 East Pallant, Chichester, West Sussex, PO19 1TY
- a. Any notice (or other communication) shall be deemed to have been duly given:
 - b. if delivered personally, when left at the address referred to in the Agreement; or
 - c. if sent by pre-paid first class post or recorded delivery, at 9.00a.m. on the second business day after posting;
 - d. if delivered by commercial courier, on the date and time of the signature of the courier's receipt;
 - e. if sent by fax, on the date and time of receipt.

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

99. The provisions of this clause shall not apply to the service of any process in any legal action or proceedings where the normal legal rules as to delivery will apply.

Interest on Late Payments

100. 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

101. 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:

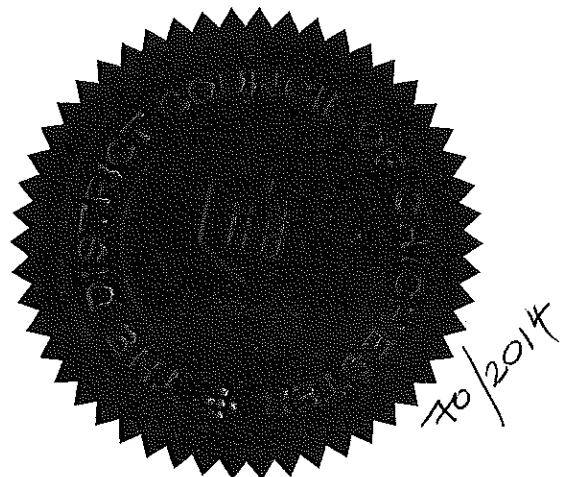
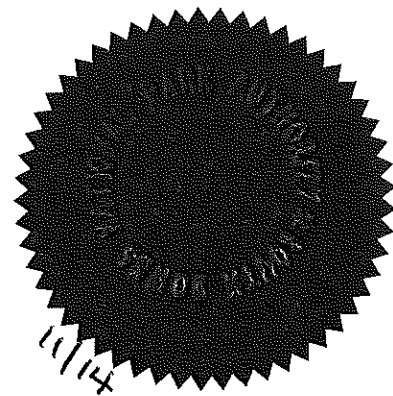
T. Betty

Authorised Signatory

EXECUTED as a Deed by
affixing of the COMMON SEAL of
CHICHESTER DISTRICT COUNCIL
in the presence of:

Authorised Signatory

V. R. Carroll



Schedule I- Service Terms

Introduction

102. This Schedule sets out the specification of the service to be delivered by the Council from 1st April 2014 for the Agreement Period. The Schedule 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 South Downs National Park Authority.

103. 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

104. It is essential that the Parties recognise that the requirements in terms of service delivery may change over the life of the Agreement.

105. 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 106 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.

106. 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 90.

107. The National Park Authority has installed and has provided the Council with access to an IT system ("the IDox UNIFORM System") which is to be used for the purposes of delivering the Planning Services across the Park. The National Park

Authority has provided and paid for training and on-going running costs associated with the use of the IDox UNIFORM System, including all steps set out herein and any consequences thereof.

108. The Council must use the IDox UNIFORM System 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 Regulations 7(2), 8(2) and 9(4), any directions made under Regulation 4(4), Environmental Statements (including further information) and any Statement of Reasons.
- All UNIFORM field data entry, as advised

General

109. 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 approved by the National Park Authority.

110. 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.

111. Where a new Unique Property Reference Number (UPRN) is created by the District Council, the District 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.
112. 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.
113. 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

114. National Park specific induction and training will be required for all of the Council's staff and Members involved in the delivery of the Planning Service and this is to be provided by the National Park Authority at its own cost. 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

115. 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 shall therefore regularly and in any event not less than annually submit its views on how the arrangements are working on an on-going basis.

116. 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 the Agency 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

117. The following are examples of when the National Park Authority branding should normally be used:-

- 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

118. 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 staffing structure for providing the Planning Services. The National Park Authority will notify the relevant Council if and when proposing any substantive changes to its staffing structure.

Definition of “Planning Services”

119. 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 2.3 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.

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
- Pre-Application advice
- 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. Providing any information required by the Data Protection Act 1998 and/or the Freedom of Information Act 2000 in the course of the above processes. These processes shall be undertaken in accordance with provisions to be agreed with the National Park Authority.

123. Subject to paragraphs 125 and 126 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;

- If a planning application is classed as EIA Development in the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations 2006.
- If a planning application is a major development which, by reason of its scale, character or nature, has the potential to have a serious adverse impact on the on the natural beauty and recreational opportunities provided by the National Park.

124. In the instance where a planning application is published on an Agenda of a Council Committee for determination and the National Park Authority considers that it may wish to determine the application, the National Park Authority will provide an appropriate Direction and in addition will, if possible, give three (3) Working Days notice that it may wish to determine the application. The Council will continue to consider the application, reach a 'minded to' decision and:

- If it is minded to determine the application in accordance with its officers recommendation it may proceed to determine the application accordingly; or
- 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 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.

125. 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 123 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.

126. 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 123 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.

127. The National Park Authority, in consultation with the Council, has produced guidelines to explain instances when it is likely to feel that an application, order or consent will have a significant effect on the purposes for which the South Downs National Park has been established.

128. The procedures and standards to be applied by the Council in connection with the following:-

- Third party enquiries regarding planning applications
- Pre-application discussions
- Planning Fees
- validation of planning applications

- registration of planning applications (to include reference numbering)
- National Park Authority notification of receipt of application
- EIA Screening and Scoping
- Stakeholder involvement
- Case handling
- Consultation standards and procedures
- Scheme of Delegation for planning matters
- Committee procedures (to include despatch of agenda's, public participation, frequency of meetings, report and agenda formats etc.)
- Monitoring of planning applications
- complaints

are to be agreed between the Council and the National Park Authority.

Planning Compliance and Enforcement

129. 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 were the determining authority or not. Enforcement priorities and procedures shall be in accordance with the Protocol between the National Park Authority and the Council for enforcement of planning and related matters that forms a subsequent part of this Agreement. This shall include enforcement for mineral and waste work for the County Councils and all other enforcement work for the District Councils.

130. Those matters referred to in paragraph 129 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.
- Prosecutions
- Injunctive relief proceedings.
- Certificates of Lawful Use or Development

131. The Council shall consult with the National Park Authority prior to service of Temporary Stop Notice, Stop Notice and Injunctive Relief proceedings in all instances and 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.

132. 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

133. 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.

National Park Authority development proposals

134. Any National Park Authority development proposals will be submitted and determined by the National Park Authority under Regulation 3 of the Town and Country Planning General Regulations 1992. These applications fall outside the provisions of the Agreement.

Council's development on land within the National Park

135. 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 therefore 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

136. 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.
137. The National Park Authority will maintain a register of all planning agreements 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 1st April 2011.
138. Arrangements for planning agreements, including financial provisions, shall be in accordance with the Protocol between the National Park Authority and the Council for handling Section 106 Agreements linked to the grant of planning permission, which forms a later part of this Agreement.

Planning Appeals

139. Planning, planning enforcement and other 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 2 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 the Protocol 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 123, the Council shall undertake administrative and related functions in respect of applications being determined by the National Park Authority, except that such functions shall not include the processing or determination of any such application. The National Park Authority will consider helping to meet the cost of such functions in accordance with the provisions of Schedule 2.

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 Park Authority, via the Link Officer, 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, particularly through the services of a Link Officer
- 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 a report on the performance of the Council over the previous 12 months, or for other such period as may be agreed between the Parties.

144. The following table includes examples of the types of indicator that the National Park Authority may use as a basis for this report. However, these will be developed, expanded upon and refined over time. The Council may also wish to add tailored indicators to assist with the assessment, in particular to assess the 'added value' of the service in meeting National Park purposes.

No.	Definition
	Planning Applications
1	Proportion of cases provided with pre-application advice by the Council
2	Proportion of cases with improved outcomes through advice provided and negotiation (added value).
3	Speed of decision making compared to other National Park Authorities
	Planning Appeals
4	Overall success rate at appeal
5	Proportion of cost application cases successfully defended
6	Number of cases successfully defended where there was a potential damage to the natural beauty, the wildlife or cultural heritage of the South Downs National Park
	Enforcement
7	Proportion of cases where action is taken in relation to total complaints
8	Proportion of cases resolved through negotiation, without formal action being necessary
9	Success rate where legal action is taken
10	Proportion of sites tidied in relation to total complaints received

11	Number of planning conditions complied with as a result of threatened or actual Breach of Condition notice action
12	Number of unauthorised advertisements removed through legal action or as a result of the threat of legal action
	Enhancing and protecting the natural and historic environment
13	Action taken through Development Management services to protect or enhance the historic of natural environment – quantity and outcomes
14	Enforcement action taken in relation to Listed Buildings, Conservation Areas or development affecting national designations – quantity and outcomes

145. 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 within the National Park area. Reviews by the National Park Authority may also be service specific or topical. The National Park Authority may undertake a programme of reviewing decisions made by local authorities across the National Park area to determine whether, overall, the agreement with the Council is operating satisfactorily.

Resolving Issues

146. In the event of repeated failure to meet the service terms the Director of Planning at the National Park Authority and the authorised Officer of the Council shall meet and an action plan will be agreed upon to ensure that service comes back on track.

Schedule 2 - Financial Provisions

Ongoing financial arrangements

147. All income associated with planning applications and other consents including fee monitoring and income from pre-application advice will be received and held by the South Downs National Park Authority. All payments by the National Park Authority to the Council for the delivery of the Planning Services will be made on a gross basis, in accordance with the arrangements set out in paragraph 148 below. East Sussex and Hampshire County Councils are unable to enter site monitoring fees into UNIFORM and shall, therefore, enter all such fees on the quarterly returns and cross refer them with relevant case references for audit purposes,

148. Payments will be made annually to the following Councils:-

- Adur District Council.
- Mid-Sussex District Council.
- Worthing Borough Council
- East Sussex County Council
- Hampshire County Council.

Payment will be made quarterly to the following Councils:-

- Chichester District Council.
- East Hampshire District Council.
- Horsham District Council.
- Lewes District Council.
- Winchester City Council.

Funding Mechanism

149. The National Park Authority will pay the Council for the delivery of the planning services by way of a fee for the service, based on an assumed level of planning applications and other activity received and dealt with by the Council in preceding financial years and the tolerances set out in paragraph 155 for variations from that level. Despite the payment mechanism being calculated on the basis of an assumed level of applications dealt with by the Council, the overall purpose of this

payment mechanism is to cover the delivery of the entire development management planning service provided by the Council.

150. The total 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.

151. On or before the 15th December of each year, the National Park Authority, following discussions with the Council about the historic and projected levels of planning development management work for the following financial year, will indicate to the Council the fee that it proposes to pay the Council for all development work (as set out in paragraph 149 above) to be undertaken during the following financial year.

152. On or before the following 31st January of each year, the National Park Authority, following further discussions with the Council (where required) will confirm to the Council the fee that will be paid by the National Park Authority to the Council for all development management work (as set out in paragraph 150 above) to be undertaken during the following financial year. If a further period is required to negotiate and agree the fee that is to be paid, both parties will work together to agree a way forward by no later than 28th February, each year. In the event that the Council finds the offer made by the National Park Authority unacceptable, and the parties have been unable to negotiate and agree a mutually acceptable fee by 31st January in respect of the following year, the Council may terminate the Agency Agreement by serving notice in accordance with Section 6 of this Agreement. During the notice period, the National Park Authority will pay the Council a fee that enables the Council to recover its reasonable costs at current prices up to the level paid in the previous year for the same level of activity (and tolerance range). This may be adjusted upwards or downwards for marginal costs where anticipated workload falls outside the agreed activity limit.

153. The Council shall provide a claim form within one calendar month of 30th June, 30th September, 31st December and 31st March each year, which sets out the

number of planning applications/consents received by the Council in the previous quarter. The claim form must be signed by the Chief Finance Officer of the Council and it will not be accepted by the National Park Authority if it is not signed accordingly.

154. If a claim for an additional payment is to be made for additional work undertaken in the previous quarter or year, this shall be made in accordance with the Protocol for Additional Payments using Form A that forms a subsequent part of this Agreement. The Council will use its best endeavors to continuously monitor general workloads on a quarterly basis and will inform the National Park Authority of any increases or decreases in work that fall outside agreed tolerance levels. These apply as follows:-

155. An increase or decrease of more than 5%, based on the estimated workload for the year in question and having regard to the average annual caseloads over the preceding three years:-

- Chichester District Council.
- East Hampshire District Council.
- Horsham District Council.
- Lewes District Council.
- Winchester City Council.

An increase or decrease of more than 10%, based on the estimated workload for the year in question and having regard to the average annual caseloads over the preceding three years:-

- Adur and Worthing Councils.
- Mid-Sussex District Council.
- East Sussex County Council
- Hampshire County Council.

156. Once application caseload numbers have been reconciled and agreed between the parties, the National Park Authority shall pay the agreed fee, within 15 working days of that agreement, to the Council on a quarterly basis to the following Councils:-

- Chichester District Council.

- East Hampshire District Council.
- Horsham District Council.
- Lewes District Council.
- Winchester City Council.

Once all fees, payments and application caseload numbers have been reconciled and agreed between the parties for the first quarter of each year, the National Park Authority shall pay the agreed annual fee, within 15 working days of that agreement, to the Council, to the following Councils:-

- Adur and Worthing Councils.
- Mid-Sussex District Council.
- East Sussex County Council
- Hampshire County Council.

157. Following receipt of the claim form and in line with the provisions of 153 above, the National Park Authority will make adjustments and either recover, on a locally negotiated marginal cost basis, any fees paid to the Council which fall under the locally negotiated tolerance or pay the Council, on a locally negotiated marginal cost basis, any fees which are above the locally negotiated tolerance.

158. If the agreed adjustment is upwards, the National Park Authority will pay the Council the agreed additional sum as part the Council's following annual or quarterly payment. If the agreed adjustment is downwards, the National Park Authority will make a downward adjustment to the Council's following annual or quarterly payment.

Non-Routine matters

159. All requests for additional payments for non-routine and/or significant costs associated with the delivery of the development management Planning Service, including but not limited to planning appeals, enforcement and the negotiation of planning agreements, 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.

160. All claims for additional payments should be made in accordance with the Protocol for Additional Payments and must be submitted using Form B that is contained within the Protocol. Following 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 the Protocol. It will then pay the Council in accordance with the Protocol, once any additional payment has been formally agreed.

Awards of costs in appeals

161. 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.
162. 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.
163. In other cases, or in instances when agreed procedures were not followed, the costs shall be borne by the Council.

Planning Agreements

164. In accordance with the Protocol for handling Section 106 Agreements linked to the grant of planning permission, that forms a subsequent part of this Agreement, all monies received by the Council, acting as agent for the National Park Authority, from a developer associated with obligations in planning agreements, where such agreements are entered into on or after 1st April 2014, 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 the Protocol. All funds received shall then be retained by the National Park Authority.
165. 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 the Protocol and using the forms that accompany it. Thereafter, the National Park Authority shall release the relevant funds upon agreement to the request in a timely manner.

166. If the matter is not resolved, or if there are more serious concerns about the quality of service, the National Park Authority should ask for a special service review meeting with the individual responsible for the delivery of the Planning Services.

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

Purpose of the Protocol

167. From 1 April 2014, the South Downs National Park Authority (SDNPA) has agreed to delegate a number of planning functions to ten existing local planning authorities, through an agency agreement under Section 101 of the Local Government Act 1972.
168. In order to give effect to this agreement, a protocol is necessary to provide a clearly agreed procedure for enforcement activities associated with planning and related matters.
169. 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 with or without conditions, the development is in accordance with the permission granted.
170. However, enforcement activity also relates to areas of special control relating to Listed Buildings, Conservation Areas, advertisements and trees, which are all subject to specific regulatory control, with associated enforcement provision.
171. This agency agreement between the SDNPA and the Council will provide that the Council is required to undertake the full range of enforcement activity on behalf of the SDNPA. 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.

172. In addition to the statutory provisions and government policy the enforcement standards and priorities set out in this protocol are applicable to enforcement activity by the Council and the SDNPA within the SDNP. Changes in

government policy will be reflected in the application of the protocol, as appropriate.

Enforcement activity with the SDNP – key principles:

Recording

173. All complaints relating to breaches of planning control are to be recorded and processed using the IDox UNiform enforcement module and DMS and discussed with Link officer, if identified by the Link Officer as potentially significant

Contact

174. 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 SDNPA for investigation will be referred as soon as reasonably practicable to the Council.

Resource

175. The Council will decide on the level of resource that will be made available to provide an enforcement service for the SDNPA. The effectiveness of this service in meeting the objectives and standards of the SDNPA will be subject to annual review, as provided for in this Agency 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 SDNPA seeking such a review during the course of the year, at its discretion.

Review

176. The Council shall notify/seek approval from the SDNPA for enforcement matters in accordance with the table set out below paragraph 180 of this protocol.

Undertaking Enforcement Action

177. Paragraph 188 specifies categories of enforcement in three different levels of priority. 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.

178. The Council shall only issue a 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 SDNPA if a report setting out the costs/risks/benefits has been submitted to the SDNPA and the SDNPA has confirmed approval in writing.

179. The SDNPA shall respond to any required request for approval as set out in the table below paragraph 180 within 5 working days.

180. The following table identifies the various enforcement tools available to the Council and sets out the role of the SDNPA in the enforcement process.

Enforcement tool	SDNPA requirement
a. Requisition for Information Notices:	No requirement to consult
b. Planning Contravention Notice (PCN):	No requirement to consult
c. Police & Criminal Evidence (PACE) Act 1984:	No requirement to consult
d. Breach of Condition Notice (BCN):	No requirement to consult
e. Enforcement Notice:	No requirement to consult

f. Stop Notice:	Cost/Benefit/Risk analysis to be submitted and SDNPA approval required,(5 day response)
g. Temporary Stop Notice:	Requirement to consult.
h. Section 215 Notice:	No requirement to consult
i. Prosecution for advertisement/tree/enforcement notice offence	j. No requirement to consult unless financial support required from SDNPA when Cost/benefit/risk/ report should be submitted and SDNPA approval given (5 day response time:
k. Injunction:	l. Cost/benefit/risk/ report should be submitted and SDNPA approval given (5 day response time:
m. Direct Action:	n. Cost/benefit/risk/ report should be submitted and SDNPA approval given (5 day response time: as soon as possible
Monitoring of Conditions	No requirement to consult
o. Minerals and Waste Compliance and monitoring arrangements	No requirement to consult
p. Minerals and Waste – other enforcement matters	As for general enforcement measures above

No Further action

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

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

Level 2 matters – following discussions with the SDNPA Link Officer.

Level 3 matters – at the discretion of the Council.

Monitoring and Compliance (East Sussex and Hampshire County Councils only)

182. The County Council will prepare and maintain a list/register of minerals and waste sites within the SDNP area to be monitored. The register will consist of sites which have been granted planning permission and which require monitoring. Monitoring of these sites will be undertaken by the County Council to ensure development is carried out in conformity with the planning permission and any relevant conditions.

183. There will be two components to the monitoring to be undertaken:

- Chargeable monitoring of mineral and landfill sites in accordance with the Town and Country Planning Act 1990 and within the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendments) (England) Regulations 2006; and
- All other waste and mineral sites including, but not exclusively, scrapyards, waste transfer stations, wastewater treatment works, composting facilities and aggregate processing sites.

184. A schedule indicating the types of sites and frequency at which they should be monitored will be prepared by the County Council and agreed with the SDNPA. The monitoring visits to each of the registered sites will be in accordance with the agreed schedule and in any event at least one monitoring visit per site per annum, unless otherwise agreed between the SDNPA and the County Council.

185. The County Council will provide to the SDNPA, on a frequency to be agreed, details of the number of monitoring visits that have been undertaken and any issues or problems identified. Where breaches of planning control are identified through site monitoring, breaches will be dealt with in accordance with this Protocol and proportionate action taken as necessary.

SDNPA enforcement resources

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

187. The SDNPA 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 SDNPA will work together with the Council to ensure that the most effective means of enforcement is pursued.

Enforcement Priorities

188. The following priorities are based on the criteria where damage is irreversible and prosecutable (Priority 1) or serious (Priority 2) or more routine (Priority 3) and anonymous 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

Priority 2:

- Stationing a new residential caravans 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.

Priority 3:

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

Response time: within 15 working days of receipt.

Anonymous complaints will only be investigated at the discretion of the Host Authority unless there is evidence of significant irreversible harm.

Minerals and Waste Enforcement

Priority 1

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.

- Unauthorised development which causes serious immediate and irreparable harm to the environment or public amenity, particularly any works judged to harm the special qualities of the National Park, for example risks to protected species or a SSSI)
- Unauthorised development which is causing severe disturbance to neighbours or poses a threat to public safety.

Response time: Within one (1) working day of receipt

Priority 2

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.

- Breaches of planning control contrary to the policies of the Local Development Plan

- Complaints where the time limit for taking formal action is about to expire
- Complaints of significant harm being caused to amenity, for example, unauthorised uses of land which cause amenity problems to neighbouring properties
- Commencement of development in non compliance with the conditions of a planning permission.

Response time: Within ten (10) working days of receipt

Priority 3

Enforcement matters that are less significant or urgent and more routine and the outcomes are less likely to have national park significance.

- Minor breaches of planning conditions, unless covered above.
- Other unauthorised developments that are not the source of significant public complaint.

Response time: Within fifteen (15) working days of receipt

Protocol Two (2) between the South Downs National Park Authority and the Council for Section 106 Agreements, related payments and unilateral undertakings linked to the grant of planning permission and for other financial arrangements.

Purpose of the Protocol

189. On 1 April 2011, the South Downs National Park Authority (SDNPA) became the planning authority for the designated area. The SDNPA delegated a number of planning functions to those of the existing local planning authorities who wish to exercise delegation, through an agency agreement under Section 101 of the Local Government Act 1972. These came to an end on 31 March 2014 and this Agreement replaces that from 1 April 2014. This Protocol forms part of the new Agreement.
190. In order to give effect to this new agreement, this protocol is necessary to provide a clearly agreed procedure for the handling of Section 106 Obligations and related payments and other financial arrangements associated with planning fees and related matters.
191. In order to give effect to this agreement, this protocol is necessary to provide a clearly agreed procedure for the processing of planning applications which require a legal agreement under Section 106 of the Town & Country Planning Act 1990 and for other unilateral undertakings. Throughout this protocol, references to Section 106 agreements refer also to unilateral undertakings.
192. Section 106 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 106 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.

193. The purpose of this protocol is to set out arrangements for the processing of planning applications involving Section 106 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.
194. This protocol does not apply to Community Infrastructure Levy provisions. However, this is likely to progress extensively within the life of this Agreement and new provisions and arrangements will be developed and implemented as part of that process. Changes to this protocol may well then need to be developed and agreed during the life of this agreement.
195. 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 relates to the delegated development management function.

Relevant planning policies

196. The following planning policy documents 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.
197. The developer contribution for schedules associated with the planning policy documents marked with an asterisk* at paragraph 196 above are to be reviewed annually by the Council and the Park Authority should be advised accordingly.
198. Should any of the documents described at paragraph 196 above be amended or replaced, then the most up to date versions of these documents shall be interpreted to apply to this protocol provided always that any changes in the above planning documents may trigger a need to carry out a review of this protocol by the SDNPA and the local authority, to ensure that it remains relevant and up-to-date.

Processing planning applications which may require a Section 106 agreement

199. The Agency Agreement will provide that the SDNPA will normally determine applications which have been deemed to be significant. These applications may well generate a need for a Section 106 agreement and these agreements will be negotiated and completed by the SDNPA.
200. Section 106 agreements may however also be necessary for some of the planning applications that will be determined by the Council under the agency arrangements. These agreements will be negotiated and completed by the Council acting as agent for the SDNPA. In addition, the Council will identify where, and for what purpose, financial contributions are to be allocated and spent.
201. The following table identifies the different stages of the application process and demonstrates which authority will be negotiating and completing 106 Agreements and associated processes.

Application Stage	Applications to be determined by SDNPA	Applications to be determined by the Council
1 Pre-Application Discussions.	In both cases, the SDNPA and the Council will liaise, via the SDNPA Link Officer or otherwise, on any proposals which may generate a need for s106 agreement and will co-ordinate pre-application advice to applicants.	
2 Application receipt, validation, and registration	In both cases, the Council will receive, validate and register the application, alerting SDNPA via the Link Officer if the application is likely to require a s106 agreement, or where a unilateral s106 agreement has been submitted with the application documents.	
3 Negotiations with the applicant on any necessary S.106 agreement	<p>The SDNPA will negotiate with the applicant on s106 agreement, liaising with the The Council through the Link Officer.</p> <p>Where the Council, as service provider may be affected by the s106 agreement the SDNPA will use Form A to seek confirmation of the scope, preferred allocation, and timing of any developer</p>	<p>The Council will negotiate with the applicant on any necessary s106 agreement, liaising with The SDNPA through the Link Officer.</p> <p>The Council will continue to use its existing protocol with other service providers, such as the relevant County Council (where appropriate), to seek their input to negotiations.</p>

Application Stage	Applications to be determined by SDNPA	Applications to be determined by the Council
	contribution affecting the Councils service.	
4 Drafting of S.106 agreements	<p>The SDNPA will liaise with the applicant's lawyers (and any other parties) on the detailed drafting of the s106 agreement, seeking an undertaking for any costs incurred from the applicant.</p> <p>If the Council is a party to the Section 106 agreement, the final draft will be supplied to the Council for comments, and the Council shall respond as soon as possible and in any event within 15 working days unless otherwise agreed with the SDNPA.</p>	<p>The Council will provide an initial draft of the Section 106 agreement to the SDNPA for comments. The SDNPA shall provide comments within 10 working days unless otherwise agreed between the SDNPA and the Council.</p> <p>The Council will liaise with the applicant's lawyers (and any other parties) on the detailed drafting of the S.106 agreement, seeking an undertaking for any costs incurred from the applicant.</p>
5 Conclusion of S106 agreement and release of planning permission	SDNPA will complete the s106 agreement and issue the relevant planning permission	The Council will complete the s106 agreement as agent for the SDNPA and issue the relevant planning permission.
6 Compliance with the S.106 agreement	The SDNPA, in liaison with the Council, will monitor compliance with the terms of the s106 agreement and take any necessary action to enforce compliance.	The Council will monitor compliance with the terms of the s106 agreement and take any necessary action to enforce compliance, in accordance with the provisions of the enforcement protocol.
7 Processing costs incurred	The SDNPA will seek to retrieve the costs of preparing s106 agreements from applicants, as far as practicable.	<p>Routine administrative and legal costs in handling s106 agreements are provided for in Schedule 2 of the Agreement. Non-routine costs will be agreed with the SDNPA before they are incurred.</p> <p>All cost reimbursements from applicants will be passed onto the SDNPA.</p>

Banking, allocating and spending of, and accounting for, any payments made, as a result of Section 106 Agreements and unilateral payments and undertakings.

202. Irrespective of whether the planning application has been determined by the SDNPA or by the Council acting on its behalf, all financial contributions received under Section 106 Agreements will be payable to, and held by, the SDNPA until they are required and released for the purposes for which they have been paid or may otherwise be agreed.
203. The SDNPA 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 all Section 106 agreements and indicating the funds which are available (including accrued interest), allocated or spent.
204. The SDNPA will maintain for public information a web page, setting out the information detailed in paragraph 203 above, to be updated annually.
205. Where the Council, as service provider or on behalf of other parties such as the County Council, Parish Council etc., wishes to call on Section 106 funds held by the SDNPA to implement or maintain the works required in a Section 106 agreement, it will submit Form B to the SDNPA confirming that works are planned to commence within 12 weeks and seeking release of allocated funding.
206. Where the related planning application was determined by the SDNPA, the SDNPA 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.
207. 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.

208. The Council will accept audit responsibility for the proper spending and use of Section 106 funding released to them by SDNPA.

Banking, allocating and management of all other fee and related payments for the development management function.

209. From 1 April 2014, all planning application and related fees must be paid directly to the South Downs National Park Authority. This includes payments made by cheque, on-line over the telephone and by bank transfer. No application fee or any other related payments shall be collected by or held directly by the Council.
210. Payments can be received by the SDNPA in a number of ways and the Council shall follow the agreed arrangements, which in general terms are as set out below.
211. Cheque payments will only be accepted if they are made payable to the South Downs National Park Authority. Cheques made payable to the host authority or any other body must not be accepted and must be returned to the payee by the Council. The Council will send all valid cheques to the South Downs National Park Authority in a timely manner (daily or weekly as may be agreed), The SDNPA will pay in and record all cheque payment received and will, where required, produce regular reports to the host authority setting out payments received.
212. The Council is able to take SDNPA fee payments over the telephone and to record such payments on the SDNPA finance system. The Council is also able to advise customers how to make on line payments into the SDNPA finance system themselves or how to make payments electronically in other ways (such as BACS). In general terms, the Council should encourage all payments to be made on-line or over the telephone, as far as possible as within the life of this agreement, the SDNPA may decide to no longer accept any payments by cheque.

FORM A

SCOPE OF DEVELOPMENT CONTRIBUTIONS

(This proforma is for the SDNPA case officer to send to infrastructure providers and for them to respond early in the process of negotiating a S.106 agreement).

Application No:

Site:

Proposed Development:

Case Officer's Notes: (e.g. implications of the proposal to be borne in mind; queries about infrastructure schemes; related applications)

Development Contributions required: (calculated by case officer on basis of existing SPG policies)

Specific local proposals towards which contributions will be put: (to be completed by the service provider)

How the spending relates to the proposed development (For the service provider to complete. NB: Also need to include information on whether the spending forms part of any larger projects that are planned)

Timing (to be completed by service provider)

Also include details of total cost of project and how remainder of project funding to be raised

Date

Form B

REQUEST FOR DEVELOPMENT CONTRIBUTIONS FUNDING

This proforma is to facilitate 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 1

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:

Dated:

Protocol Three (3) between the South Downs National Park Authority and the Council relating to requests for additional payments for increased workloads or to cover exceptional potential costs that fall outside agreed service provision.

Purpose of the Protocol

213. On 1 April 2011, the South Downs National Park Authority (SDNPA) became the planning authority for the designated area. The SDNPA has delegated a number of planning functions to 10 existing local planning authorities (host authorities) which wish to exercise delegation, through an agency agreement under Section 101 of the Local Government Act 1972.
214. The initial agreements came to an end on 31 March 2014 and this Agreement replaces them. This Protocol forms part of this new Agreement and will operate for up to three years from 1 April 2014 onwards.
215. In order to give effect to this new Agreement, a protocol is necessary to provide a clearly agreed procedure for dealing with all requests for additional payments from host authorities to the National Park Authority.
216. The purpose of this protocol is to provide a process and the arrangements for requests for additional payments to be submitted by Council and then dealt with properly and in a timely manner by the National Park Authority.

Increased workloads

217. This protocol applies to requests for additional resources by the Council for increased payments that might be appropriate or situations where reduced payments may be appropriate because overall workloads have increased or decreased, resulting in an increase or reduction in the Council's marginal costs. This will be based on current and comparative caseloads for the previous quarter or year, compared to those for the projected quarterly or annual workload and for those that extend beyond the

tolerances set out in Schedule 2 (Financial Provisions) to this Agreement. These tolerances are as follows:-

218. An increase or decrease of more than 5% based on the projected quarterly and annual workloads for the year in question:-

- Chichester District Council.
- East Hampshire District Council.
- Horsham District Council.
- Lewes District Council.
- Winchester City Council.

An increase or decrease of more than 10% based on the projected annual workload for the year in question:-

- Adur and Worthing Councils.
- Mid-Sussex District Council.
- East Sussex County Council
- Hampshire County Council.

219. For this type of request for additional resources due to increased caseloads, the Council will complete and return Form A below to the SDNPA.

Other additional or exceptional work

220. 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.

221. It is not possible to be definitive or specific about what might fall within the definition of exceptional work in relation to paragraph 220 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 host authority is taking on behalf of the SDNPA.
- c. The provision of legal advice that extends beyond what a host authority 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 NPA or the host authority.
- 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.

222. It is also not possible to be definitive or specific about what will not normally fall within the definition of exceptional work anticipated in relation to paragraph 220 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 host authority.

- c. The provision of advocacy support for routine Public Inquiries.
- d. The provision of specialist support for routine cases and appeals.
- e. The provision of specialist support generally, particularly where this can be provided by the NPA itself to support a case.
- f. Any other work that does not fall outside general work types or levels on which initial payments were agreed.

Process to be followed for requests for additional resources

- 223. All requests to the SDNPA for additional resources will be made on the relevant form (Form A or Form B) which are contained within this Protocol. It will be fully completed and signed by the Council and then sent electronically to the Planning Services Manager and the Planning Performance Officer at the SDNPA.
- 224. The date on the form should be the date that the form is delivered to and received by the SDNPA. If other SDNPA 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.
- 225. Payment for agreed requests for additional payments will be paid in a timely manner, in accordance with the SDNPAs normal practices and protocols. The SDNPA will consider the request in accordance with the following timescales:-
- 226. All valid requests for additional resources will be acknowledged by email within 2 working days of receipt and the host authority will be advised which SDNPA officer will be dealing with the request.
- 227. **Form A requests** for additional or reduced resources, because of overall caseload changes that result in an increase or decrease in the Council's marginal costs, will be dealt with by the NPA as follows:-

- Where the SDNPA 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 SDNPA 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.

228. **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 SDNPA as follows:-

- Where the SDNPA requires further information, this will be requested within 3 working days of receipt of the request being acknowledged.
- The SDNPA will consider the request and unless it is urgent (as needs to be indicated on the request form) the SDNPA 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 SDNPA 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 SDNPA.

South Downs National Park Authority - Delegated Development Management Service

FORM A - Request For Additional Payment For Increased Caseload

Name of Council -

Officer submitting request -

Telephone number and email address -

Date request submitted to SDNPA -

Caseload Assessment

Number of cases originally anticipated this year

Number in previous quarter

Number of cases so far this year

Number now anticipated during full year

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

Caseload breakdown

Please summarise by application types below the structure of the caseload received so far this year and for the last quarter.

Comments from Planning Services Manager

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