Planning Performance Agreement

Relating to the preparation, submission and determination of:

A Planning Application for residential-led mixed use development on Land at The Aylesham Centre, Rye Lane, Peckham, SE15 5EW

This agreement is made on 16 of January 2024 between:

London Borough of Southwark (the Council)
160 Tooley Street, London, SE1 2TZ

and

Berkeley Homes (North East London) Ltd (the Applicant)
61 Leman Street, London E1 8NZ

1. Background and Purpose

1.1. London Borough of Southwark (the Council) is the Local Planning Authority (LPA) for the area in which the proposed development site is located.

1.2. Berkeley Homes (North East London) Ltd. (the Applicant) will enter into formal pre-application discussions with the Council regarding the proposal for:

> ***'Demolition and redevelopment of the existing site as highlighted on the attached site plan (Appendix 1) to provide a mixed-use development containing residential accommodation, retail floorspace and other non-residential uses, ancillary parking and servicing and new areas of public realm'***

1.3. The Applicant intends to formally submit a full planning application (for the Council's determination) in April 2024.

1.4. This Planning Performance Agreement (PPA) is an agreement between the LPA and the Applicant to provide a project management framework for handling the potential re-development of this site. It is made pursuant to Section 111 of the Local Government Act 1972 and Section 93 of the Local Government Act 2003.

1.5. This PPA seeks to:

1.5.1. Agree a mechanism for holding regular meetings with officers in order to facilitate the submission of the planning application in the agreed timeframe;
1.5.2. Agree a programme for meetings with other stakeholders and a full public engagement process;
1.5.3. Establish project milestones to maintain programme; and
1.5.4. Establish mechanisms for regular reviewing progress.

1.6. This agreement will not fetter the Council in exercising its statutory duties as LPA. It will not influence the determination of the planning (and any related) application(s) or the impartiality of the Council.

1.7. This agreement will not restrict or inhibit the Applicant from exercising the right of appeal in respect of any decision issued by the LPA under Section 78 of the Town and Country Planning Act 1990 (as amended) nor the right to request (pursuant to Article 7 (6) of the Mayor of London Order 2008) that the Mayor of London issues a Direction pursuant to Section 2A of the Town and Country Planning Act 1990 (as amended).

2. General Principles

2.1. This agreement will be effective for the period up to the determination of the

planning application (defined as receipt of a decision notice), and the Council and the Applicant agree to be governed by the following principles up until the determination of the planning application:

2.1.1. To act with fairness and in good faith in relation of all matters associated the handling of the planning application;
2.1.2. To be prompt in the response to any requests for clarification or further information;
2.1.3. To make arrangements for meetings and ensure that the principal contacts are available for meetings insofar as is reasonably practical; and,
2.1.4. To use reasonable endeavours to adhere to the timetable for the project.

2.2. The agreement will be terminated where:

2.2.1. The Applicant submits an appeal in relation to the planning application(s) under Section 78 of the Town and Country Planning Act 1990 (as amended);
2.2.2. The planning application is called in by the Secretary of State; or
2.2.3. The Mayor of London issues a Direction pursuant to Section 2A of the Town and Country Planning Act 1990 Act (as amended).

Key Contacts
The Applicant - Principal Contacts:

Name (Position)	**Contact Details**
Chloe Young Development Director, Berkeley Homes	07976 073 969 chloe.young@berkeleygroup.co,uk
Tom Oluade Senior Development Manager, Berkeley Homes	07977 796 115 tom.oluade@berkeleygroup.co.uk
Nick Alston Planning Consultant, Avison Young	07903 988 091 nick.alston@avisonyoung.com
Mark Knibbs Planning Consultant, Avison Young	07985 299249 mark.knibbs@avisonyoung.com
Judith Stichtenoth Director, dRMM	judith.stichtenoth@drmmstudio.com
Jonas Lencer Director, dRMM	Jonas.lencer@drmmstudio.com

The Council - Principal Contacts:

Name (Position)	Contact Details
Colin Wilson Head of Strategic Development	07944 531 322 Colin.wilson@southwark.gov.uk
Dipesh Patel Strategic Applications Manager	07946 230 743 Dipesh.Patel@southwark.gov.uk
Victoria Lewis Team Leader, Strategic Applications (Case Officer)	07946230748Victoria .Lewis@southwark.gov.uk
Matt Redman Senior Planner, Strategic Applications (Case Officer)	020 7525 3257 Matt.Redman@southwark.gov.uk
Michael Tsoukaris Design and Conservation Manager	07958068684 Michael.Tsoukaris@southwark.gov.uk
Catherine Jeater Team Leader, Design and Conservation	07956 915 267 Catherine.jeater@southwark.gov.uk
Rob Davies Team Leader, Transport Policy	0207 525 1254 Rob.Davies@southwark.gov.uk

3. Timetable and Obligations

Programme / Timetable

3.1. This PPA has been agreed to ensure that the project programme is carried out in a timely manner and as expeditiously as is practicable, having regard to the timetable set out in this agreement at Appendix 2 and compliance with relevant statutory procedures.

3.2. The timetable is agreed between the principal contacts above and will be reviewed at regular intervals to take into consideration any unforeseen circumstances. Both parties may agree to adjust the timetable to reflect the progress of the project programme through the use of a PPA addendum.

3.3. The list of meetings provided in Appendix 2 is indicative only and the topics can be re-ordered or altered by the Council or the Applicant so long as both parties agree. The overall number of meetings proposed is fixed. The Applicant will be responsible for additional charges for meetings that fall outside of this Agreement.

3.4. Both parties agree to act reasonably, properly and diligently in delivering upon

this PPA. Both parties undertake to meet and/or discuss matters by telephone or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.

Pre-application Process

3.5. The parties shall attend project meetings in accordance with the agreed timetable, at the confirmed premises (or via an online meeting platform), to discuss any matters to assist the pre-application process including:

3.5.1. progress in respect of fulfilling the milestones within the programme;
3.5.2. any consultation response or any other communication received by the Council during the preceding period; and,
3.5.3. any other matters arising in respect of the pre-application process.

3.6. The Applicant will submit an agenda and any relevant plans, documents and/or other preparatory material at least five working days prior to the project meeting and will issue minutes of the meeting no later than five working days after the meeting. The Council will within five working days of receipt of the minutes confirm whether these are an accurate and fair record of the meeting.

3.7. The Applicant will attend two Design Review Panels (DRP) with the Council. The Applicant agrees to submit the relevant information to the Council prior to the DRP in line with the formal requirements. The Council agrees to endeavour to provide written feedback from the DRP within 2 weeks of the meeting, subject to the agreement of the DRP Chair.

3.8. The Applicant will arrange meetings with the Greater London Authority (GLA) and Transport for London (TfL) and other relevant third parties and will use reasonable endeavours to ensure the Council's Principal Contact can attend.

3.9. In the event that any external consultants are considered necessary to deal with aspects of the scheme that the Council is unable to deal with internally, the Council will notify the Applicant expeditiously and will seek to agree the need for the appointment, the costs and choice of the consultant, and for those appointments to be in place at the appropriate time during the pre-application process. The Council may seek 3 quotes from the consultants as part of a competitive tender at the outset. The Applicant will undertake to pay the agreed reasonable costs of external consultants appointed by the Council. At this stage, it is envisaged that an independent viability assessor and an Environmental Impact Assessment (EIA) assessor will be external consultants to be appointed.

Submission of the Application

3.10. The Applicant will endeavour to formally submit all documentation, drawings,

application fees and other supporting information related to the relevant application at a specific date agreed by both parties.

3.11. The Council will complete checking and validation of the planning application information within 10 working days of receipt of the application submission and backdate the application to the point the information was received, or advise if the documents are invalid, and if so, what is required to make the application valid.

3.12. The Council will issue consultation letters within five working days of validating the application.

Consideration of the Application

3.13. The Council will advise the Applicant in a timely fashion of any issues that arise as a result of consultation responses received on the application so that any matters arising can be addressed by the Applicant at the earliest opportunity.

3.14. Both parties will address expeditiously any requests for clarification and/or further information.

3.15. Both parties will act with fairness and will not act in a way which is wilfully intended to diminish the effect of all matters related to the handling of the application and will work jointly in complying with their respective obligations under this agreement.

3.16. The Applicant agrees to use its reasonable endeavours to provide the Council with such additional information as may be reasonably requested within 10 working days of such written request from the Council (or such other time period as may be agreed) in order to enable the Council to discharge its responsibilities.

3.17. The Applicant will meet the Council's reasonable costs in carrying out any statutory re-consultation where this is necessary due to errors or omissions made by the Applicant in the original submission, material changes made to the planning application through the course of the application process, or to address key issues arising through consultation or negotiation.

3.18. Both parties agree that it would be beneficial to proceed with a draft of any Section 106 (S106) agreement. The Council will instruct its legal team (or externally appointed solicitor) to issue a first draft of the S106 Agreement to the Applicant's legal representative within 12 weeks of validation of the application, subject to receipt of the necessary information.

3.19. The Council agrees to discuss with the Chair of the Planning Committee the option of a Members' briefing during the consideration of the application.

3.20. The Council will advise the Applicant at the earliest possible opportunity of any issues that arise which it considers must be resolved prior to reporting the application to the Planning Committee and will work with the Applicant in good faith to resolve these issues as a priority with the aim of keeping to the agreed timetable for the application.

Determination of the Application

3.21. The Council's Officers shall seek to report the planning application to the Planning Committee within the timeframe agreed with the Applicant in Appendix 2, subject to all necessary issues being resolved.

3.22. Subject to a recommendation to approve the planning application the Council agrees to provide the Applicant with a copy of the draft planning conditions and draft S106 Heads of Terms for any permission at least 20 working days prior to the Planning Committee.

3.23. The Council will advise the Mayor of London of the Committee's resolution on the planning application and will refer the application to the Mayor for his consideration under Stage 2 within 20 working days of the Committee meeting, subject to the S106 agreement having reached a sufficiently detailed stage of drafting.

3.24. Subject to the relevant Committee resolving to grant permission for the proposal (and no intervention by the Mayor of London or other third parties), the Council will aim to conclude the S106 Agreement within 60 working days of the Mayor's decision, subject to both parties being satisfied with the details.

4. Fees

4.1. The Applicant agrees to pay the Council a fixed fee of £160,000 plus VAT to assist them in providing the level of service required to meet its obligations under this PPA.

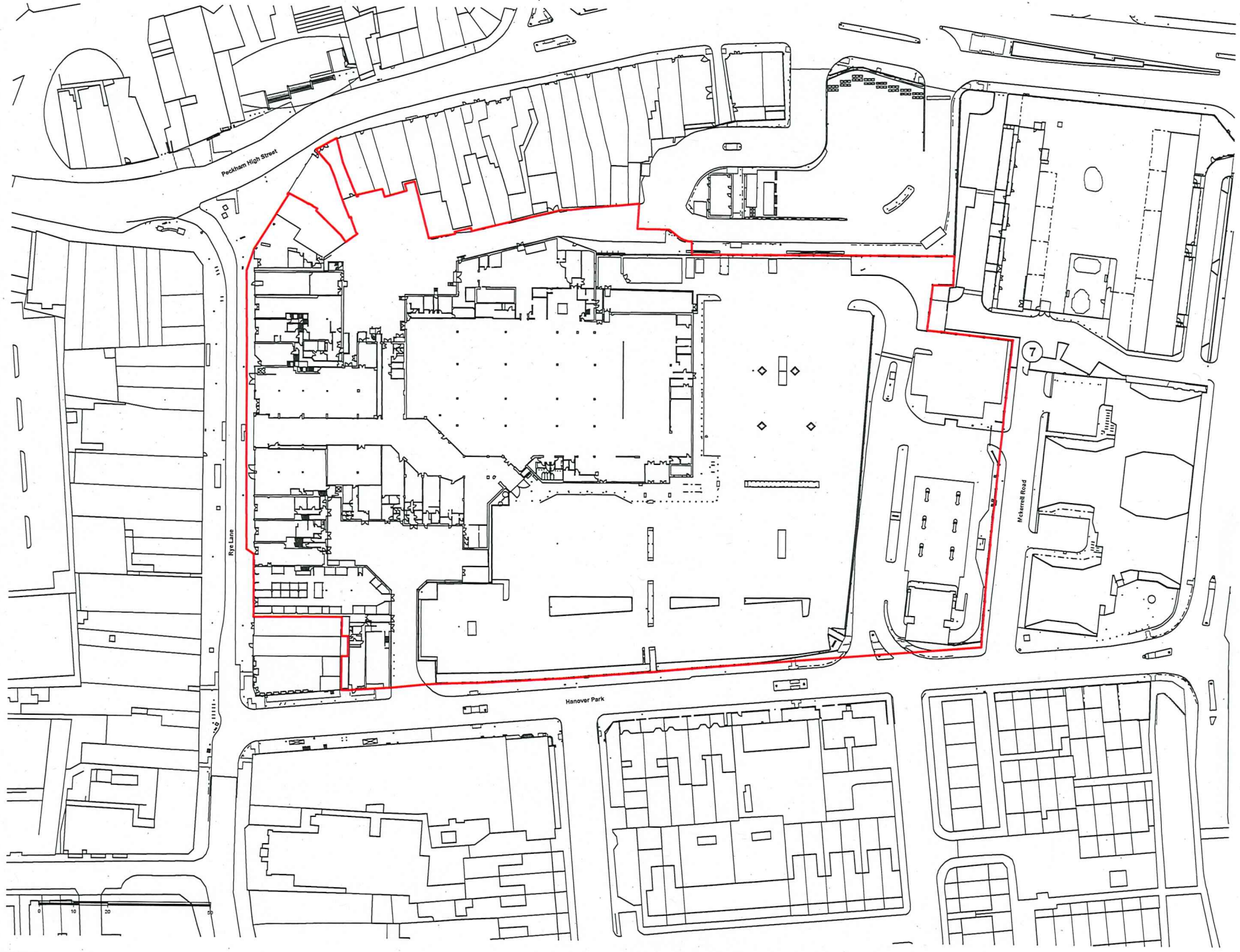
4.2. The Applicant will split the PPA fees liable to be paid to LBS as follows:
   a. £122,000 plus VAT upon signing of this PPA (for the meetings held with the Council to date);
   b. £38,000 plus VAT before the Planning Application is submitted;

4.3. Fees will be paid by BACS within 5 working days of completion of the relevant milestone set out above. This fee is based on the schedule of meetings set out in Appendix 2. If the scheduled meetings are not sufficient to resolve all outstanding issues, and additional meetings are required, these will be charged at a rate of £6,000 plus VAT per additional meeting or workshop.

4.4. The PPA fee is in addition to any application fees payable under the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and

Site Visits) (England) Regulations 2012, as amended.

Appendix 1: Indicative Site Location



CLIENT:

BERKELEY

THIS DRAWING IS COPYRIGHT OF dRMM LIMITED.

THE ORIGINAL HARD COPY OF THIS DRAWING HAS BEEN EXECUTED TO SCALE AND IS BASED ON A RELIABLE SURVEY BY DRAWING.

REPRODUCTION AND ELECTRONIC DISSEMINATION MAY RESULT IN DISTORTION AND INACCURACY OF DIMENSIONS/DETAILS.

dRMM LIMITED HAS NO RESPONSIBILITY FOR VISUAL REVIEWING OR SCALING TAKEN FROM ANY OTHER DRAWING THAN THE LATEST ISSUED, HANDSIGNED ISSUED BY DRMM AND ANY DRAWING WHICH IS NOT SPECIFICALLY ISSUED FOR CONSTRUCTION IS ISSUED 'AS IS'. IT IS THE RECIPIENTS RESPONSIBILITY TO ENSURE THAT THEY HAVE THE LATEST ISSUED DRAWING AND A 'CURRENT' FOR A NEW BUILDING IS BY PLACE NO RESPONSIBILITY OF ANY KIND IS TO BE ACCEPTED THAT DEVIATES IN ANY SPECIFICALLY FROM THE ARCHITECT OR BY SITE MEASUREMENT, THE 'BEING TRUE' ALL STRUCTURAL & NONPLEASEMENTS MUST ALWAYS BE CHECKED AGAINST THE RELEVANT ENGINEERING DRAWINGS.

ANY DIMENSIONS OR DISCREPANCIES BETWEEN DRAWING AND SITE CONDITION SHOULD BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR AT THE EARLIEST OPPORTUNITY.

CDM REGISTER, IF ADOPTED HIGHLIGHTS RELATING TO CONSTRUCTION DESIGN AND MANAGEMENT TO BE ACCEPTED AS PART OF DESIGN DEVELOPMENT.
TO BE READ IN CONJUNCTION WITH DESIGN RISK REGISTER AND RESIDUAL RISK REGISTER.

ALL EXTERNAL LAYOUTS ARE INDICATIVE ONLY.

NOTES:

dRMM LIMITED TAKES NO RESPONSIBILITY FOR BOUNDARY AND OWNERSHIP LINES INDICATED, LINES INDICATED HAVE BEEN DRAWN BASED ON SURVEY INFORMATION PROVIDED BY BERKELEY HOMES RECEIVED 22/12/23, DOCUMENT: LS2301_BP_221223 _A_Sent

Site Boundary

WIP - 05/01/2024

REV	DESCRIPTION	DR	CHK	QA	DATE

dRMM
45 Fore Street Shoreditch Architects
Woodyates House
72a-73 Tanner Street
London, SE1 3TU
T +44 (0)20 3950 9777
E mail@drmm.co.uk
W www.drmm.co.uk

KEY

TITLE
SITE PLAN - SITE BOUNDARY

PROJECT
AYLESHAM CENTRE PECKHAM

PROJECT STATUS	SCALE	SIZE
WORK STAGE 2	1 : 500	A1

DRAWING NO
ASCP- DRM- XX- 00- GA- A- 000553

REVISION

Appendix 2: Draft Project Timetable

Matter	Action	Timeframe
Pre-Submission		
LBS Pre-app Meeting Schedule	Pre-app 1 – inception (introductions and design overview)	22 January 2022
	Pre-app 2	12 April 2022
	Pre-app 3	07 September 2022
	Technical workshop	27 September 2022
	Pre-app 4	02 November 2022
	Site visit/walkabout 1	16 November 2022
	Design workshop 1	21 December 2022
	Design workshop 2	11 January 2023
	Daylight and sunlight workshop	25 January 2023
	Viability meeting 1	22 February 2023
	Revised Scheme	
	Pre-app 1 – Vision/Brief, Engagement and Response to Place	26 September 2023
	Pre-app 2 – Masterplan Principles	3 October 2023
	Site visit/walkabout	18 October 2023
	Pre-app 3 – Massing Strategy	1 November 2023
	Townscape Workshop	8 November 2023
	Pre-app 4: Landscape Strategy (incl. playspace) – Transportation Strategy	29 November 2023
	Technical Workshop 1 – DLSL/DRP Pack	16 January 2024
	Pre-app 5 – Residential Quality, Mix, Massing Update, Rye Lane Proposals, DLSL, Fire Principles	w/c 29 January 2024
	Design Workshop – Façade, Elevations, Materiality, Final Design	w/c 12 February 2024
	Pre-app 6 – Final Design	w/c 26 February 2024

Matter	Action	Timeframe
	Technical Workshop 2 - Energy/Sustainability Strategy, Fire	w/c 1 April 2024
	Pre-app 7 – Viability S106 Heads of Terms	w/c 15 April 2024
Design Review Panel	DRP 1	March 2024
GLA Meetings (LBS attendance)	GLA meeting 1	28 April 2022
	GLA meeting 2	04 October 2022
	GLA meeting 3	16 November 2023
	GLA meeting 4	w/c 19 February 2024
TfL Meetings (with LBS attendance)	TfL meeting 1	09 November 2022
	TfL meeting 2	w/c 26 February 2024
Public Consultation	Stakeholder Engagement, including workshops, walk and talks, community forums	August 2023-April 2024
	Design Consultation 1	November/December 2023
	Design Consultation 2	January 2024
	Design Consultation 3	February 2024
Submission & Post-submission		
Submit Planning Application	Submission of the planning application by the Applicant	April 2024
Validate Planning Application	Validation of the planning application by the Council (subject to receipt of all necessary information)	May 2024
Commence Statutory Consultation	Commencement of all statutory consultation, including GLA referral, by the Council	May 2024
GLA Stage 1 Report	GLA to issue Stage 1 Report	July 2024

Matter	Action	Timeframe
Draft Conditions & S106 HoTs	Conditions and S106 Agreement HoTs to be drafted by the Council and shared with Applicant for review/comment	August 2024
Post-submission Meeting	To discuss any matters arising post-submission	TBC
Members Briefing	To present the scheme to Members prior to Planning Committee	September 2024
Planning Committee	Presentation of the scheme to Southwark's Planning Committee	September 2024
S106	S106 Agreement wording to have progressed to a stage such that it is acceptable to the GLA for Stage 2 referral	January 2025
GLA Stage 2 Report	GLA to issue Stage 2 Report	January 2025
S106 Completed & Issue of Decision Notice	Formal issue of decision notice following completion of the S106 Agreement	January 2025

Signatures (One signed copy for each party)

The Council and the Applicant hereby agree to the content of this PPA.

London Borough of Southwark

Name: COLIN WILSON

Signature:

Position: HEAD OF STRATEGIC DEPT.

On Behalf Of: London Borough of Southwark

Date: 23.1.24

Berkeley Homes (North East London) Ltd

Name: CHLOE YOUNG

Signature:

Position: DEVELOPMENT DIRECTOR

On Behalf Of: Berkeley Homes (North East London) Ltd

Date: