

## **Planning Performance Agreement**

Relating to: **Land South Of Kingfield Road And East Of Westfield Avenue, Westfield Avenue, Westfield, Woking, Surrey, GU22 9PF** (the Kingfield Road Site) and **Land South Of Hoe Valley School And East Of Railway Tracks, Egley Road, Woking, Surrey, GU22 0NH** (the Egley Road Site)

This agreement is made on **26 NOVEMBER 2019** between:

**1) Woking Borough Council (WBC)**, Civic Offices, Gloucester Square, Woking, Surrey, GU21 6YL.

and

**2) Woking Football Club and Goldev Woking Ltd** (the Developer)

### **1. Recitals**

- 1.1 WBC is the Local Planning Authority for development within the area in which the sites are located.
- 1.2 The Developer has entered into formal pre-application discussions with Woking Borough Council regarding the proposal for:

**Redevelopment of site following demolition of all existing buildings and structures to provide replacement stadium with ancillary facilities including flexible retail, hospitality and community spaces, independent retail floorspace (Classes A1/A2/A3), medical centre (Class D1) and vehicle parking plus residential accommodation comprising of 1,048 dwellings (Class C3) within 5 buildings of varying heights of between 3 and 10 storeys (and undercroft and part basement levels) on the south and west sides of the site together with provision of new accesses from Westfield Avenue to car parking, associated landscaping and provision of detached residential concierge building (at the Kingfield Road Site)**

And

**Redevelopment of site following demolition of existing building to provide health club building (Class D2) incorporating external swimming pool and tennis/sports courts, provision of 36 dwelling houses (Class C3) up to a maximum of 3 storeys in height, associated landscaping and car parking and new vehicular access from existing road serving Hoe Valley School (at the Egley Road Site)**

at the above mentioned sites. The Developer intends to submit an application for planning permission for the proposed development on each site.

- 1.3 Given the complexity of the proposals and the range of issues involved, it is acknowledged by the Developer and WBC that early engagement with Council (both officers and members) is required to ensure that the planning applications can be determined within the statutory period of 13 weeks (or 16 weeks for an EIA development). Both parties wish to ensure that the applications are considered in a timely manner and as expeditiously as is practicable, having regard to the timetable set out in this agreement and compliance with relevant statutory procedures.
- 1.4 This Planning Performance Agreement seeks to:
  - Agree a series dates for 'pre-application' meetings with relevant officers at the Council;
  - Agree requirements and timescales for consideration and determination of the planning applications for the purposes of providing the parties with a level of certainty as to the process and timescale to be followed; and
  - Establish review mechanisms to be exercised during the consideration of the planning applications.
- 1.5 This Planning Performance Agreement is made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 93 of the Local Government Act 2003.
- 1.6 This agreement will not fetter the Council in exercising its statutory duties as Local Planning Authority. It will not prejudice the outcome of the planning applications or the impartiality of the Council.
- 1.7 This agreement will not restrict or inhibit the Developer from exercising the right of appeal under Section 78 of the Town and Country Planning Act 1990 (as amended).

## **2 Term**

- 2.1 This agreement will be effective for the period up to the determination of the applications.
- 2.2 The Term will be subject to review as may be agreed between the Developer and WBC.

- 2.3 The agreement will be terminated where:
- i. the Developer submits an appeal in relation to the planning application(s) under Section 78 of the Town and Country Planning Act 1990 (as amended); or
  - ii. either planning application is called in by the Secretary of State.

### 3 Timescales and Obligations

- 3.1 Both parties will act with fairness and in good faith in respect of all matters related to the handling of the planning applications and will work jointly in complying with their respective obligations under this agreement.
- 3.2 Both parties will address expeditiously any requests for clarification and/or further information.
- 3.3 Both parties undertake to meet and/or discuss matters in person, by telephone or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.
- 3.4 Both parties agree to work collaboratively and efficiently, with a clear recording process for agreement reached in meetings – this will take the form of a running schedule which will be signed off at each meeting rather than waiting for formal letters or minutes to be drafted.
- 3.4 The Developer and WBC will use their reasonable endeavours to adhere to the timetable for the project.
- 3.5 The timetable will be reviewed between both parties and amended as necessary to take account of any relevant unforeseen matters that might arise.
- 3.6 The timetable is as follows:
  - The Developer and Council will meet for pre-application discussions on no fewer than **EIGHT** occasions prior to the submission of the planning applications to WBC, at intervals no shorter than **4** weeks;
  - The Developer will formally submit all documentation, drawings, application fee and other supporting information including draft S106 Heads of Terms as agreed with WBC by **29 November 2019**;
  - WBC will complete checking and validation of the application(s) within 5 working days of receipt of the complete application(s);

- WBC will designate an officer/ team of officers to be responsible for the full range of issues raised by the applications. The principal WBC contacts will be:
  - Principal Point of Contact (Devt Management) – **Benjamin Bailey**
  - Principal Point of Contact (Devt Management) – **Thomas James**
  - Affordable Housing – Colin Hall, Housing Strategy and Enabling Officer
  - Contamination – James Potter, Contaminated Land Officer
  - Sustainable Drainage – Katherine Waters, Drainage and Flood Risk Engineer
  - S106 Drafting – Jacqueline Hutton, Principal Solicitor
  - Air Quality/Noise – Euan Tapper, Senior Environmental Health Officer
  
- The principal contacts for the Developer will be:
  - **Nigel Dexter, Savills**
  - **Lee Scott, Savills**
  - **Rosemary Johnson, Woking Football Club**
  - **Ian Nicholson, Woking Football Club**
  - **Wayne Gold, Goldev Woking Ltd**
  
- Subject to the relevant Committee solving to grant permission for the proposals and no intervention by the Secretary of State, the parties will aim to conclude the S106 Agreement(s) by **29 MAY 2020**, subject to both parties being satisfied with the details of the Agreement(s).

#### 4. Fees

- 4.1 In consideration of this agreement the Developer agrees to pay to WBC **£72,000** (excluding V.A.T.) to assist the Council in providing the level of service required to meet its obligations under this Planning Performance Agreement. *This fee is in addition to the application fees payable under The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (as amended).*

#### 5. Viability Appraisal

- 5.1 The purpose of any viability appraisal shall be to undertake an independent assessment of the case(s) made by the Developer, carried out to a prescribed timetable and to the professional standards and current best practice of the Royal Institution of Chartered Surveyors. Prior to validation WBC will require a

written assurance from the Developer to cover all reasonable costs associated with securing such an appraisal.

- 5.2. At the pre-application stage WBC will procure the services of an expert consultant to undertake work in accordance with a brief prepared by WBC. The brief will be entirely constructed by WBC to serve its own purposes in testing the Developer's case(s) and will not be subject to consultation or agreement with the Developer. Allowance is made in the brief for appropriate dialogue between experts prior to the submission of a final report.
- 5.3. WBC will be responsible alone in determining the appointment.
- 5.4. Any determination of a potential prejudicial conflict of interest will be a decision for the consultant alone and he or she would not be expected to bid in these circumstances.
- 5.5. The Developer will be required to sign the appointment letter undertaking to meet all the reasonable costs proposed in their entirety, and to be invoiced directly by the appointed consultant. The scope of works is to be agreed prior to confirmation of payment of any viability consultant's fees. All reasonable costs are required to be met before the application(s) are accepted onto an agenda for a committee determination unless the consultant agrees otherwise with the Developer with no liability falling to WBC in this respect.
- 5.6. WBC and the Developer undertake to deal expeditiously with this appointment process in parallel with the normal consideration of the applications. Any delays that are not within the control of WBC, such as but not exclusively, a failure to provide an agreement to meet all costs to the satisfaction of the chosen bidder, or to provide full disclosure of all relevant information to the consultant in a timely and accessible manner, will have the effect of suspending the timetable for determination of the application in so far as the issues are fundamental to the acceptability or otherwise of the proposals. This suspension is likely to be invoked if the time taken to produce a final report from the consultant exceeds 6 weeks from the date of appointment. In the event of such a delay both WBC and the Developer undertake to meet immediately to agree a new practicable timetable for the determination of the application and to revise this PPA accordingly.

**Signatures (One signed copy for each party)**

Signed by the parties or their duly authorised representatives:

Thomas James

Development Manager, Woking Borough Council

Signed and duly authorised for and on behalf of Woking Borough Council

Wayne Gold

Goldev Woking Ltd

A handwritten signature in black ink, appearing to read 'Wayne Gold', written in a cursive style.

**APPENDIX A**  
**PLANNING PERFORMANCE AGREEMENT – PROGRAMME**

Action	Date	Comments
<b>Pre-Application Stage</b>		
Pre-app Meeting 1 with WBC	29 March 2019	
Pre-app Meeting 2 with WBC	23 April 2019	
EIA Screening Report (Kingfield Road Site) Submission	3 May 2019	
EIA Screening Report (Egley Road Site) Submission	27 May 2019	
Pre-app Meeting 3 with WBC	28 May 2019	
Pre-app Meeting 4 with WBC	21 June 2019	
Community Consultation	10-18 July 2019	
Pre-app Meeting 5 with WBC	24 July 2019	
Pre-app Meeting 6 with WBC	30 August 2019	
Design Review Panel	19 September 2019	
Pre-app Meeting 7 with WBC	9 October 2019	
Pre-app Meeting 8 with WBC	31 October 2019	
<b>Application Stage</b>		
Submission of Valid Planning Application	29 November 2019	
Review of Consultation Responses	2 January 2020 onwards	
Discussion of Conditions	2 January 2020 onwards	
Committee Report Prepared	25 February 2020	
Target Committee Date	17 March 2020	
Second Target Committee Date	7 April 2020	
If Committee Approval then finalise S.106	29 May 2020	Subject to SoS Referral – Egley Rd site will have to be referred if remains in Green Belt (ie. if Site Allocations DPD not yet adopted)
If Committee Deferral – review	17 March / 7 April 2020 onwards	From relevant Planning Committee meeting onwards
Decision Issued	5 June 2020	Subject to SoS Referral for Egley Rd
<b>Post Decision</b>		
Discharging Conditions	5 June 2020 onwards	

S.106 Payments	Summer 2020 onwards	Dependent on progress of site works
CIL Payments	Summer 2020 onwards	Dependent on progress of site works