

**APPENDIX 1: Scale of Fees in relation to: Carmarthenshire County Council Development Management Guidance and Service Level Agreement on Chargeable Pre-application and Post-consent Advice in Relation to Nationally Significant Infrastructure Projects (NSIP) (Planning Act 2008) – applicable from 15<sup>th</sup> October 2014**

| <b>Development Category</b>  | <b>Action</b>  | <b>Charge (inc. VAT)</b>   |
|--|--|--|
| Nationally Significant Infrastructure Project (NSIP) as defined by Planning Act 2008 | The provision of pre-application advice for <u>new sites or further development at existing sites</u> - including discussions with applicants/agents; research; site inspections; preparation of detailed reports. | £25 per hour (officers); £33 per hour (Rural Conservation Manager); £65 per hour (Head of Planning)  |
| Nationally Significant Infrastructure Project (NSIP) as defined by Planning Act 2008 | Pre-Submission advice in relation to the formal discharge of Planning Requirements which relate to a Development Consent Order (DCO).  | £25 per hour (officers); £33 per hour (Rural Conservation Manager); £65 per hour (Head of Planning)  |
| Nationally Significant Infrastructure Project (NSIP) as defined by Planning Act 2008 | Administration and management charge   | 5% of total fee  |
| Nationally Significant Infrastructure Project (NSIP) as defined by Planning Act 2008 | Legal fees   | £148 initial fixed charge. Hourly rate TBC thereafter depending on the level of fee earner required. |
| Nationally Significant Infrastructure Project (NSIP) as defined by Planning Act 2008 | Travel Expenses  | £0.45 per mile   |
| Nationally Significant Infrastructure Project (NSIP) as defined by Planning Act 2008 | Any pre-application work not covered by any of the above categories.   | £25 per hour (officers); £33 per hour (Rural Conservation Manager); £65 per hour (Head of Planning)  |

# **CARMARTHENSHIRE COUNTY COUNCIL DEVELOPMENT MANAGEMENT GUIDANCE AND SERVICE LEVEL AGREEMENT ON CHARGEABLE PRE-APPLICATION AND POST CONSENT ADVICE IN RELATION TO NATIONALLY SIGNIFICANT INFRASTRUCTURE PROJECTS (NSIP) (PLANNING ACT 2008)**

## **1.0 Introduction**

- 1.1 The Developer is **XXXXXXX** and intends to submit an application for a Development Consent Order under the provisions of the Planning Act 2008 to the National Infrastructure Directorate that sits within the Planning Inspectorate. This Agreement sets out the arrangements for the Council to provide pre-application and advice to the Developer on all planning matters. The advice service will also apply to information and observations sought by the Developer in respect of the formal discharge of Development Consent Order Requirements, in addition to consent monitoring. The service does not relate to advice which is statutorily required under the terms of the Planning Act 2008.

## **2.0 The Duties**

### **Pre-application Advice**

- 2.1 The Developer will liaise with the Council over requests for pre-application advice relating to schemes seeking a Development Consent Order under the terms of the Planning Act 2008. The pre-application advice service will also apply to information and observations the Council provides prior to the formal discharge of Development Consent Order Requirements. The responsibility for determining the appropriate level of advice will remain with the Developer.
- 2.2 The Developer will provide an initial brief for the Council on the level of pre-application advice required, through a meeting at the Council's offices, or alternatively by correspondence, video-conference or teleconference, supplemented by a briefing note, reports or any other information deemed necessary.
- 2.3 A target date(s) for a response to the Developer's brief shall be agreed in writing between the Council and Developer within 1 week following the initial brief. Depending on the nature and level of work required, the Council will coordinate an individual or multi-disciplinary team to provide the pre-application advice.
- 2.4 The Council shall be expected to maintain contact with a nominated member of the Developer's project team where further information/clarification is needed on any matter.
- 2.5 The Council shall be expected to submit a formal written response to the Developer to meet the target date, unless any later date has subsequently been agreed with the Developer.

- 2.6 The Council's Officers shall be expected to:
- Visit the site and surrounding land at least once, and expect the Developer to provide the necessary permissions for Council officers to enter onto land relating to the proposed development site. A summary of the site visit will be provided in the Council's formal response highlighting any characteristics and/or issues of importance.
  - Appraise planning policy and how it relates to the proposed development and other material planning considerations.
  - Highlight concerns and negotiate amendments to the submitted scheme if necessary to make it acceptable in planning terms.
  - Carry out thorough research of planning issues relating to the proposed development and respond to questions and matters which require clarification by the developer.
  - Keep files notes of all telephone calls, site visits and meetings relevant to the processing of the pre-application advice request.
  - Where relevant the Council's response will be supplemented with photos, maps, drawings and other illustrative material it deems necessary.

### **3.0 GENERAL**

- 3.1 The Council's Officers shall exercise reasonable professional expertise, care and diligence in the performance of the obligations under this Agreement.
- 3.2 The Council shall not assign or transfer any obligation under this Agreement without the prior written agreement of the Developer.
- 3.3 The Council's pre-application advice will be given in good faith and will be based on information that is supplied by the Developer or held by the Council. Although every effort will be made to ensure the accuracy of response, it should be understood that neither the Council nor any of its Officers should be held legally responsible for any advice given. Furthermore, it should not be construed that this advice will be considered binding in the event of a subsequent planning application.

### **4.0 CHARGES, INVOICING AND PAYMENT**

- 4.1 The initial scale of fees payable to the Council for undertaking the work will be as set out in Appendix 1 to this Agreement, and shall be subject to annual review to take account of NJC salary increases for local government staff. The Council will give the Developer written notice of the revised scale of fees to be introduced.
- 4.2 Invoicing should be undertaken quarterly, and should cover the work undertaken.
- 4.3 Normal payment terms are 30 days from invoice, and payment will normally be expected to be made by BACS.
- 4.4 A 5% administration and management fee will be added to the cost of the Council's pre-application advice service.
- 4.5 Where necessary the LPA will involve the Council's Legal Department before responding to the Developer's pre-application advice request and legal fees will be charged accordingly.

## **5.0 CONFIDENTIALITY**

- 5.1 Subject to Clause 5.2 and 5.3 below, each Party shall keep confidential all Commercially Sensitive Information disclosed to it. Each Party shall procure that its employees shall not make any disclosure to any person of any Commercially Sensitive Information. "Commercially Sensitive Information" means all information designated as such by either party in writing and all other information which relates to the proceedings, planning applications, business, affairs, products, trade secrets, developments, know-how, personnel, customers and suppliers of either party and information which may reasonably be regarded as the confidential information of the disclosing party
- 5.2 The Developer acknowledges the commitment of the Council to open government and public access to information. Accordingly, the Parties agree that: where the Council is managing a request for disclosure of recorded information and whether any exemption applies under the Freedom of Information Acts then it will consult with the Developer in relation to any request for disclosure of recorded information to which this Clause applies and in accordance with the guidance referred to in the Code of Practice on the Discharge of Public Authorities' Obligations issued under section 45 of the FOIA. The Developer shall co-operate with the Council making the request and respond within 5 Working Days to any request by it for assistance in determining how to respond to a request for disclosure; and
- 5.3 The Parties shall each nominate a representative for considering and agreeing matters relating to this Clause 5.1
- 5.4 Clause 5 shall not apply to:
- 5.4.1 Any disclosure of information to each of the Parties' professional advisors;
- 5.4.2 Any disclosure of information which is required to ensure the compliance with the FOIA as set out in Clause 5.2.
- 5.4.3 Any disclosure required by any law or any information not subject to an obligation of confidentiality

## **6.0 AGREEMENT**

It is hereby agreed and declared that:

- 6.1 This Agreement shall commence on **XXXXXXX** and shall be for a minimum period of one year, unless terminated by either party giving not less than 1 month notice in writing.
- 6.2 In the event of any breach of this Agreement by the Council the Developer will be entitled to terminate the Agreement forthwith.

- 6.3 If any dispute or difference arises between the parties in connection with this Agreement it shall be referred to an independent Chartered Town Planner ('the planner') appointed jointly by the parties, or in the absence of agreement to a Chartered Town Planner appointed by the President of the Royal Town Planning Institute.
- 6.4 The planner appointed under paragraph 7.4 above shall be entitled to seek and rely upon such other professional advice and assistance as he shall in his absolute discretion deem desirable, and the decision of the planner shall in the absence of manifest error be final and binding on the parties.
- 6.5 The fees payable to the Planner appointed under paragraph 7.4 above shall be borne and paid by the Developer and the Council in such shares and manner as the Planner determines, and failing his determination in equal shares.

## **Signatures**

**On behalf of the Developer:**

**On behalf of the Council: Carmarthenshire County Council**

Eifion Bowen: