**Planning Performance Agreement**

In respect of

*(Insert name of site)*

1. **Parties**
2. This Planning Performance Agreement (“the Agreement”) is made on XXX between the following Parties:

Essex County Council, County Hall, Market Road, Chelmsford, Essex CM1 1QH (“the Council”)

And

(*insert name and address of registered office)* (“the Developer”)

1. **Introduction**
2. This Agreement concerns the Site/ Project referred to as (*insert site/project name)* (“the Site”) for (*insert description of the development*) (“the Development”).
3. The Council is the County planning authority for the area in which the Site is located.
4. The Developer intends to submit an application for Planning Permission / Development Consent Order (“the Application”) for the Development (*delete as appropriate)* and related applications as may be required.
5. (*delete as appropriate)* The Developer is preparing a Masterplan in accordance with (*insert policy reference)* to guide development of the Site. The Masterplan will establish the overarching, comprehensive spatial vision for the Site and provide the framework for the consideration of future Applications. The Masterplan will need to be clear and robust to ensure the spatial vision can be effectively implemented and will take the form of *(insert specifics).*
6. The Council will work with the Local Planning Authority to inform the Masterplanning process. The Masterplan will need to be approved by the Local Planning Authority before an Application is submitted for the Site.
7. (*delete as appropriate)* Given the complexity of the proposals and the range of issues involved it is acknowledged by both the Council and the Developer that the Development will require pre-application meetings, as necessary, in advance of the submission of the formal Application. This Agreement is to ensure that the Parties act in co-operation, in a timely fashion, and as expeditiously as practicable, having regard to the timescales as set out on this Agreement and in compliance with relevant statutory procedures.
8. The Developer is preparing a Planning/ Development Consent Order Application for the Site (*delete as appropriate)* and is entering into formal pre-application discussions with the Council regarding the proposals for developing the Site.
9. The Developer and the Council agree to enter into this Agreement for the following purposes:

* To agree requirements and timescales in regard to the Development for the provision of the Services;
* To agree to the resource requirements of the Council and the funding of those requirements by the Developer, and provide the Parties with the level of certainty as to the process costs and timescales to be followed; and
* Establish and agree review mechanisms.

1. **Definitions**

“Agreement” means this Planning Performance Agreement between the Council and the Developer;

“Application” means the submission for a planning application or Development Consent Order under the relevant legislation;

“Appointed Officers” means officers appointed by the Council, to advise on and to provide the Services described in Schedule 4 of this Agreement;

“Commencement Date” means the date of this Agreement

“Consultee” means any response received from a professional or having given expert advice;

“Dedicated Planner” means a strategic and / or transport planning officer with the relevant experience of a type and scale required who alone or as part of a team shall be responsible for overseeing or carrying out the Services in accordance with this Agreement and who shall be named in Schedule 4 of this Agreement;

“the Developer’s Agent” means an agent appointed by the Developer to ensure that the requirements of Schedule 2 of this Agreement are discharged;

“Development” means the development proposed by the Developer on the Site;

“External Consultant” means specialist consultants appointed to support the Council in delivering its Services

“Joint Working Meetings” means meetings between the Council, the Developer and other interested parties (*insert frequency of meetings)* or substitute/additional meetings requested by either of the Parties;

“the Mediator” means a person appointed with agreement of both Parties to consider any dispute;

“Parties” means the Council and the Developer;

“Project” means the development as to be progressed as part of this Agreement;

“Project Teams” means those individuals forming the project team for each of the Parties as outlined in Schedule 4 of this Agreement;

“Services” means services to be provided by the Council outlined in Schedule 3 of this Agreement;

“the Site” means (*insert address)* outlined in red on the plan attached at Appendix 1 of this Agreement;

“Working Days” means a day which is not a Saturday, Sunday or a Bank Holiday in England.

1. **Statutory Authority**
   1. This Agreement is made pursuant to Section 93 of the Local Government Act 2003, Section 111 of the Local Government Act 1972 and Sections 1 and 2 of the Localism Act 2011.
2. **Term**
3. This Agreement will apply from the Commencement Date and shall remain in force for a period until the determination of the Application or such time as is agreed by the Parties in writing.
4. **Services and Obligations**
5. The Developer and the Council will use all reasonable endeavours to adhere to the terms and timelines for the tasks set out in this Agreement in accordance with the Council’s service standards contained in Schedule 1 and the Developers obligations in Schedule 2 with regard to the Services.
6. **Joint Working and Project Team**
   1. All Parties shall act with the utmost fairness and in good faith in respect of all matters towards each other in the delivery of the Services, and where possible to work jointly with each other in complying with their respective obligations under this Agreement.
   2. All Parties shall address expeditiously all requests for clarification and/or further information made by the other (as the case may be).
   3. Both Parties undertake to meet and/or discuss matters by telephone and/or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute and use their reasonable endeavours to adhere to the timetable for the Project.
   4. Both Parties will keep the timetable under review, and agree any amendments, as necessary, in accordance with this Agreement to take into account any unforeseen matters that may arise.
   5. Each Party is responsible for identifying their respective Project Team of representatives in relation to contributing to the Objectives of this Agreement and the actions and agreements set out within it. These should include allocated Project Leads and Project Champions from each Party and a broader Project Team where appropriate and should set out clearly the responsibilities of each individual and the means of contacting those representatives.
   6. Each Party is also responsible for identifying a Project Lead. The Project Teams, Project Leads and Project Champions are as annexed to this Agreement at Schedule 4.
   7. The Parties agree to use best endeavours to identify and make available individuals in the roles that are set out in this Agreement and to maintain their respective Project Team lists as up to date and promptly inform Project Champions for each Party of any changes.
   8. If any matter or issue is identified which cannot be addressed and/or resolved by the Project Team representatives working in a proactive way, they shall be escalated to the Project Champions (as set out in Schedule 4 to this Agreement). Sufficient information shall be provided to ensure that the nature of the disagreement and the basis for it is fully understood.
   9. The Project Champions shall seek to discuss and resolve the matter of dispute within five working days, or such other time period as is agreed by the Parties If the Project Champions are unable to resolve the matter of dispute within the relevant timeframe then they may determine to ‘set aside’ the matter until such time as further actions or advice may allow it to be revisited and/or continue work relating to all other matters, where that is possible, or shall determine to vary or dissolve this Agreement.
7. **Dedicated Planner and Appointed Officers**
   1. The Council shall appoint individuals to be the Dedicated Planners.
   2. The Council may appoint any officer to be an Appointed Officer to undertake the Services set out in Schedule 3.
   3. The Council may, if reasonable, substitute for another Dedicated Planner or other Appointed Officers and shall inform the Developer of the substitutions.
8. **Developer’s Obligations on Funding and Resource**
9. The Developer agrees to: (*delete which of the alternatives of B for time spent or C for a fixed fee are not appropriate)*
10. pay to the Council historic costs of £ (*insert amount)* plus VAT for the Services carried out up to (*insert date)*, as detailed in Appendix 4 of this Agreement. The invoice shall be issued on signatory of this PPA and be paid within 30 days of the date of the invoice on a time-charge basis according to the hourly rates in Appendix 3 of this Agreement;
11. pay to the Council up to a maximum of £(*insert amount)* plus VAT for the Services on a time-charge basis according to the hourly rates in Appendix 3, no more frequently than monthly within 30working days of the date of the invoice which shall show details of the Services provided against the relevant hourly rate, and/or;
12. pay to the Council for the Services the amount of £ (*insert amount)* plus VAT. This shall be paid on a monthly basis within 30 Working Days of the invoice by dividing the total amount by the number of months that it is agreed by the Parties that it is anticipated it will take to provide all the Services, and/or;
13. pay the additional cost of any External Consultant appointed pursuant to the terms outlined in Clause 9.8.
14. The maximum amount for each month payable by the Developer for the Services shall be £(*insert amount)*plus VAT, but this does not preclude the Council invoicing in subsequent months for Services provided in any past month that are prevented from being invoiced by this sub-clause.
15. Upon paying out the maximum amount in Clause 9.1 the Council will no longer be bound by the service standards in this Agreement unless an extension to this Agreement is agreed.
16. In the event that the Developer withdraws or otherwise abandons the Development for the Site, the Developer shall give 20 Working Days notice of such withdrawal and shall pay all amounts due to the Council up to the date 28 days after the expiry of the notice.
17. The sums payable to the Council by the Developer may be subject to upwards review and where the Council considers it necessary to increase any fees payable the Council will advise the Developer of the proposed increase. If the Developer has not commented on the proposed increase within 10 Working Days of receipt the proposal will be deemed to be agreed.
18. The Council will expect an early inception meeting with the Developer to discuss the scope and parameters of the proposed scope of services.
19. In line with Schedule 2, the Developer is expected to (as advised by the Council) submit the necessary and sufficient information to the Council in a timely manner to ensure efficient and effective review and feedback. As such the Council will require an appropriate review trigger to reappraise the proposed services outlined in Schedule 3 based on:
20. the stage of the planning application, or
21. the quality of information submitted by the Developer, or
22. the timely receipt of information submitted by the Developer

The Council may require regular reviews with the Developer, for example on a quarterly basis, to ensure reappraisals are undertaken proactively, not just in response to an emerging issue. The frequency of the reviews will be agreed at the inception meeting and quarterly thereafter.

1. If the Council does not have the required specialist knowledge in-house or if its specialists are unavailable for more than 5 (five) consecutive Working Days, then the Council will write to the Developer giving notice that an additional provider for Services will be used (“External Consultant”).
2. The employment of an External Consultant(s), as may be required, to provide specialist knowledge which cannot be provided in-house by the Council in relation any matter relating to the Services. Where this is anticipated at the date of the Agreement, they are set out in Schedule 3. For instance, the Council as the Highways Authority may need to commission specialist transport consultants to undertake assessments of detailed and/or complex transport and highways documents submitted with or prior to a planning application (such as a Transport Assessment and associated modelling work). Such work or similar will be charged in addition to the costs agreed with the Council set out in Clause 9.1. The full Services relating to highways matters provided by the Council are set out in Schedule 3, Part 2.
3. Prior to the Council employing an External Consultant it will seek the Developer’s representations and obtain the Developer’s prior written agreement for the scope, fee and terms and conditions proposal from the External Consultant the Council intends to appoint.
4. The Council will require the Developer to make a contingency payment of 20% of the value of the sum total of known commissioned work from specialists consultants to ensure that unforeseen or unknown further work that arises directly from the commissioned work may proceed alongside the agreed work and therefore not cause unnecessarily delay to the Council’s responses; ultimately enabling the process to run more smoothly. This requirement for a contingency is based on past experience, but the contingency does not cover major PPA scope or design changes, or extraordinary events. If substantive work is required beyond this contingency, the Council will seek written agreement from the Developer in line with Clause 9.10.
5. The Developer shall pay the Council’s fees of the relevant External Consultant appointed pursuant to Clauses 9.1 and 9.9 above within 30 Working Days of receipt of a valid VAT invoice or invoices from the Council.
6. The fees paid under Clause 9 are in addition to the fees due to the Council from the Developer under any enactment, statutory instrument, regulation or such like authority.
7. Costs set out in Clause 9 include existing engagement provided to date prior to the Agreement being completed but will deduct any existing fees invoiced to date where such are evidenced.
8. **Breach and Termination**
   1. If any Party commits any breach of its obligations under this Agreement, including non-payment, and does not remedy the breach within 10 Working Days of written notice from the other Party to do so, then that Party may notify the Party in breach that it wishes to terminate this Agreement. The Agreement shall be terminated immediately upon receipt of written notice to the address stated in Clause 1 of this Agreement and marked for the attention of (*insert name)* for the Council and (*insert name)* for the Developer.
   2. The Party that wishes to terminate the Agreement will provide its reasons at the same time as serving the notice pursuant to Clause 10.1 above on the other Party.
   3. No damages or debt can be claimed by either Party for any breach of this Agreement, whether or not leading to termination, other than:
   4. the fees due to the Council under Clause 9, or to be notified within 28 days after the notification, or
   5. any overpaid fees due to the Developer about which the Developer has notified the Council prior to the breach.
   6. This Agreement will automatically terminate, unless otherwise agreed pursuant to Clause 5, where (*delete as appropriate)*:
9. The Developer submits for whatever reason an appeal under Section 78 of the Town and Country Planning Act 1990 in relation to an application to which this Agreement relates, or;
10. The Planning Application to which this Agreement relates is called in by the Secretary of State, or;
11. The Development Consent Order to which this Agreement relates is determined by the Secretary of State.
    1. The termination of involvement in this Agreement will not prejudice the Parties from entering into any new agreement covering terms similar to or in replacement of the terms of this Agreement.
    2. For the avoidance of doubt, termination of this Agreement (by whatever means) means that no Party is then obliged to the others in relation to any of the obligations set out in this Agreement from the date of termination onwards, except where such obligations relate to an agreed provision of resources by the Developer to the Council for actions completed or contractually committed to by those Parties.
    3. All Parties shall consider, at the relevant time, whether this Agreement shall be varied as appropriate and/or extended to cover an extended programme or additional planning processes.
12. **Nature of the Agreement**
    1. Nothing in this Agreement shall create, or be deemed to create, a formal partnership between the Parties.
    2. If any provision of this Agreement is held by any court or other competent body to be void or unenforceable in whole or part, then the other unaffected remaining provisions of the Agreement shall continue.
    3. Nothing in this Agreement shall fetter or restrict the Council in the exercise of its powers under any enactment, statutory instrument, regulation or such like authority.
    4. This Agreement is entered into voluntarily.
    5. In accordance with Planning Practice Guidance (Reference ID: 20-023-20150326) the Parties have agreed this Agreement “in the spirit of a ‘memorandum of understanding’”. The Parties confirm that this Agreement is not intended to be a legally binding contract and is not intended to have any legal effect, or affect the rights, liabilities or discretion of the Parties. For the avoidance of doubt, the Parties agree that compliance with the terms of this Agreement is not intended to be a benchmark of “reasonable behaviour” for the purpose of applications for costs in the context of appeals to, or applications “called-in” by the Secretary of State, or the Planning Practice Guidance on Appeals (Reference ID series 16).
    6. Nothing in this Agreement obliges or inhibits the Developer from submitting any planning application or exercising any rights of appeal under Section 78 of the Town and Country Planning Act 1990.
    7. The Council enters into this Agreement on the basis that it does so without prejudice to its formal consideration of any application, and nothing in this Agreement predetermines the final outcome of any planning applications, obliges or commits the Council in relation to any formal comments or decision or fetters the statutory powers, duties or discretions of the Council.
13. **Dispute Resolution**
    1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement. If any matter or issue is identified which cannot be addressed and/or resolved by the Project Team representatives working in a proactive way, they shall be escalated to the Project Champions (as per Schedule 4 of this Agreement). Such a dispute shall be limited to any dispute arising out of or in connection with the Agreement only and for no other reason. Sufficient information shall be provided to ensure that the nature of the dispute and the basis for it is understood.
    2. The Project Champions shall seek to discuss and resolve the matter of dispute within 5 (five) working days, or other such time agreeable to both Parties. If the Project Champions are unable to resolve the matter of dispute then they may determine to ‘set aside’ the matter until such time as further actions or advice may allow it to be revisited and/or continue work relating to all other matters, where that is possible, or shall determine to vary or dissolve this Agreement.
    3. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 12.1 above, the dispute may by agreement between the Parties be referred to a mediator (“the Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in further proceedings.
    4. If the Parties fail to appoint a Mediator within one month or fail to enter into an agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy under applicable law whether or not simultaneously dissolving this Agreement.
14. **Confidentiality, Transparency and Publicity**
    1. Both Parties understand and agree that either Party may be required to disclose confidential information provided that, in respect of the Council, any confidential information should only be disclosed if required by, and in accordance with, Clause 13.2 below. The Council is governed by the Freedom of Information Act 2000,the Environmental Information Regulations 2004 and the Public Contract Regulations 2006 in how it handles the information which it holds. The Council will treat as confidential any information it holds on the Developer up until it receives requests for information which it is required to provide in accordance with the relevant legislation.
    2. In complying with this Clause 13, both Parties shall ensure compliance with the General Data Protection Regulations 2016.
15. **Member Involvement**
    1. The Council will be responsible for making sure their Cabinet and Local Members are kept informed about progress of the Project in a timely and appropriate manner.
16. **Communications Protocol**
    1. All Parties agree to inform the other Parties before issuing any press release relating to the Project.

**Schedule 1 – The Council’s Service Standards**

1. Respond to all emails, letters and telephone calls within 3 (three) Working Days of receipt.

2. Provide to the Developer, at least 3 (three) Working Days prior to any Joint Working Meeting or other meeting, all documents which are relevant to that meeting. These can be provided electronically or in hard copy.

3. To provide to the Developer within 5 (five) Working Days of any Joint Working Meeting at which any report or matter relevant to the Development will be discussed, and / or considered (not attended by the Developer) the minutes and action points arising from that meeting. However, this service standard only applies once the Council has received a written copy of the minutes or action points from the responsible third party or body.

4. Where circumstances beyond the reasonable control of the Council prevent its compliance with the service standard in paragraphs 1 to 3 above, the Council shall in each case notify the Developer of such circumstances as soon as possible and the Council shall endeavour to respond as soon as reasonably possible.

**Schedule 2 – Developer’s Obligations**

1.To use all reasonable endeavours to address any concerns raised by any Consultee prior to the determination of any planning application or other application insofar as it relates to the Services.

2.To provide the Council or any persons appointed by it with such additional information as may be requested within 5 (five) 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 the Services under this Agreement.

3. To provide to the Council within 5 (five) Working Days of any Joint Working Meeting at which any report or matter relevant to the Development will be discussed and or considered (not attended by the Council) the minutes or action points arising from that meeting. However, this service standard only applies once the Developer has received a written copy of the minutes or action points from the responsible third party or body.

4. Where circumstances beyond the reasonable control of the Developer prevent its compliance with the service standards in paragraphs 1 to 3 above, the Developer shall in each case promptly notify the Council of such circumstances, and the Developer shall endeavour to respond as soon as is reasonably possible.

**Schedule 3 – The Services**

**Part 1**

The Council will be involved in the Development at the following stages:

*(Delete or add as appropriate)*

* Masterplanning
* Pre-application
* Development Consent Order
* Planning Application
* Reserved Matters
* Discharge of Conditions
* Material Amendment Application
* Agreements and Orders

The Council will broadly provide the following Services as part of the Development:

*(Delete or add as appropriate)*

* Highways – Transport assessment, passenger transport, sustainable travel, modelling, Public Rights of Way and travel planning advice
* Flooding and SuDS – Drainage and flood risk advice, and blue infrastructure
* Health and wellbeing – Health Impact Assessment and healthy design advice
* Environment – Landscape, green infrastructure, archaeology, arboriculture, energy, ecology, sports, recreation and open space advice
* Housing – Older persons, specialist care and independent living advice, Gypsy and Traveller needs advice
* Employment – Employment, growth and skills advice
* Community – Culture, libraries and other relevant advice as required, so far as they are functions of the Council
* Education – Primary, secondary, early years and childcare, special educational needs and disabilities advice
* Planning and urban design – minerals and waste, strategic planning, design advice
* Connectivity – Broadband and related advice
* Legal and infrastructure – S.106 heads of terms and any other advice as required (excluding any work directly related to drafting s106, s278, s38 or other legal documentation which is outside the scope of this agreement and subject to a separate charging regime)

Viability – Applicants should also demonstrate that their scheme is deliverable by providing information on availability of land including timetables, where relevant, and development finance, operator/tenant interest etc, and anticipated phasing and timetable for implementation. Viability is a key consideration in any application, and each application will be subject to an open book viability assessment process. Viability testing is considered necessary to provide ECC with evidence that the submitted proposals are deliverable and secure the appropriate level of infrastructure, services and facilities to meet the need of residents impacted by a proposal. ECC will use an internal development viability officer to review submitted appraisals. ECC will consult with the Developer on the commission and take into account any input from the Developer to justify their submitted appraisal. Reasonable costs of this work will be recovered from an applicant. ECC may require external consultants, where necessary, to provide independent advice in relation to viability.

* This list is not exhaustive, but is an indication of the range of Services that are covered by this Agreement. It will be updated on an as needed basis between the Parties as the Development comes forward.

**Part 2**

The full Services relating to highways matters provided by the Council are:

* 1. Transport Strategy
  2. Strategic Development
  3. Sustainable Travel Planning
  4. Public Rights of Way (PROW)
  5. Passenger Transport
  6. Cycling
  7. Structures
  8. Safety Audit
  9. Network Assurance
  10. Intelligent Transport Systems
  11. Development Management advice and delivery
  12. Modelling – provided by External Consultants

**Part 3**

*(Delete or add as appropriate)* The Council mayappoint the following external consultants to support the delivery of its Services as part of this Agreement:

(List external consultancies and services)

1. Ringway Jacobs – a specialist highways consultancy working with the Council to support the Planning Application/ Development Consent Order process
2. Place Services – a public sector environmental consultancy providing multi-disciplinary support to Local Authorities, including Urban Designers, Landscape Architects, Historic Environment Advisors, Ecologists, Arboriculturists, Conservation and Community Engagement Specialists

**Schedule 4 – Project Teams**

For the Developer:

| **Project Member** | **Position and Role** | **Contact Details** |
| --- | --- | --- |
|  |  |  |
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|  |  |  |

For the Council:

Includes: Project Champion, Dedicated Planner, Engineers and Appointed Officers.

(this list, is not excusive, others can be added/subtracted)

| **Project Member** | **Position and Role** | **Contact Details** |
| --- | --- | --- |
| **Project Champion** | | |
|  |  |  |
| **Project Lead / Dedicated Planner** | | |
|  | Strategic Planning |  |
|  | Strategic Planning |  |
| **Appointed Lead Officers / Wider Project Team** | | |
|  | Highways and Transportation |  |
|  | Education |  |
|  | Special Education Needs and Disabilities |  |
|  | Early Years and Childcare |  |
|  | Public Health |  |
|  | Strategic Housing |  |
|  | Older Persons Housing |  |
|  | Economic Growth and Skills |  |
|  | County Minerals and Waste Planning |  |
|  | Household Waste |  |
|  | Development and Flood Risk |  |
|  | Culture and Heritage |  |
|  | Libraries |  |
|  | Gypsy and Travellers |  |
|  | Natural Environment |  |
|  | Ecology |  |
|  | Historic Environment and Archaeology |  |
|  | Urban Design and Quality Review Panel |  |
|  | Infrastructure Planning |  |
|  | Legal Services |  |

The Council may, if reasonable, substitute another Dedicated Planner or other Appointed Officers, or additional officers, as may be needed and shall inform the Parties forming this Agreement.

**Appendix 1 – Plan of the Site**

*(Append the plan of the Site edged in red)*

**Appendix 2 – Project Timeframe** (*delete as appropriate)*

The Council and the Developer shall work to ensure that the consideration of the Masterplan / Planning Application (*delete as appropriate)* is progressed in accordance with the Project Timeframe set out below (unless a variation to the Timeframe is agreed in writing in by both the Developer and the Council).

The agreed timescales are dependent on the appropriate information being received by the Council’s officers in a timely manner prior to any pre-agreed meetings. These timescales will also be dependent on the content of any technical reports being received which may require specialist input from consultants (particularly with regard to highways and transport reports). Any consultants appointed by the Council to undertake such work will be in accordance with Clauses 9.1 – 9.9 of this Agreement.

**Masterplan**

(*insert dates / milestones)*

**Pre-Application**

(*insert dates / milestones)*

**Development Consent Order**

(*insert dates / milestones)*

**Planning Application**

(*insert dates / milestones)*

**Reserved Matters**

(*insert dates / milestones)*

**Material Amendment Application**

(*insert dates / milestones)*

**Agreements and Orders**

(*insert dates / milestones)*

**Appendix 3 – Hourly Rates**

On the anniversary of the Commencement Date the hourly rates shall be reviewed in line with the Retail Price Index (RPI), which will be applied from 1 April falling after each anniversary of the Commencement Date.

|  |  |
| --- | --- |
| **Level** | **Hourly Rate (excluding VAT)** |
| Head of Service (Band C) | £120 |
| Manager (Band D) | £105 |
| Principal Professional (Band E) | £86 |
| Senior Professional (Band F+) | £76 |
| Professional Officer (Band F) | £68 |
| Graduate Officer (G+) | £50 |
| Technical (Band G) | £45 |

|  |  |
| --- | --- |
| **Role** | **Essex Legal Services Hourly Rate (excluding VAT)** |
| Head of Legal | £130 |
| Legal Services Manager | £113 |
| Supervising Associate/Associate | £100 |
| Lawyer (Grade D & E) | £82 |
| Trainee/Paralegals | £62 |
| Case Workers | £49 |

If or where specialist transport consultants (Ringway Jacobs) are required, this will be the subject of a prior agreed and funded approach.

**Appendix 4 – Historic Costs Schedule**

|  |  |
| --- | --- |
| **Name** |  |
| **Job Title** |  |
| **Level** |  |
| **Department** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Hours** | **Activity Type** | **Activity Description** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total hours** |  |  |  |
| **Total cost** |  |  |  |

**Appendix 5 – Signatures**

Signed and duly authorised for and on behalf of Essex County Council by:

(*Insert name of employee and position)* Signed …………………………………………………

Dated ………………………………………………….

Signed and duly authorised for an on behalf of the Developer by

(*Insert officer name and position)*

Signed …………………………………………………

Dated ………………………………………………….