

DATED 2010

SOUTH DOWNS NATIONAL PARK AUTHORITY (1)

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**JOINT WORKING AGREEMENT**

relating to

**The provision of Planning Services  
in the South Downs National Park area after 1<sup>st</sup> April 2011**

**THIS AGREEMENT is made the                      day of                      2010**

**BETWEEN**

(1) South Downs National Park Authority of Rosemary's Parlour, North Street, Midhurst, West Sussex, GU29 9SB (the SDNPA)

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**Whereas:-**

**1.**

1.1 The Authorities have agreed that they will work with the SDNPA whilst it considers how best to deliver its Planning Services as sole planning authority for the South Downs National Park area from 1<sup>st</sup> April 2011.

1.2 The Authorities have a duty to provide the SDNPA with such assistance and information as the SDNPA may reasonably request for the purpose of discharging any of its functions pursuant to Schedule 4 of the South Downs National Park Authority (Establishment) Order 2010.

Now this Deed witnesseth as follows: -

## **2. Interpretation**

2.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings: -

**"the Agreement"** means this agreement;

**"the Authorities"** means the 15 local planning authorities which are currently the planning authorities for the South Downs National Park area and who are parties to this Agreement and an Authority means any of those local planning authorities;

**"the Commencement Date"** means the date on which this Agreement is entered into by the SDNPA and the Authorities;

**"the SDNPA"** means the South Downs National Park Authority;

**"Planning Services"** means the planning functions exercisable by the SDNPA as sole planning authority from 1<sup>st</sup> April 2011;

## **3. Term**

This Agreement shall have effect from the Commencement Date and shall continue in force, unless terminated by an Authority or the SDNPA in accordance with the terms of this Agreement, until 1<sup>st</sup> April 2011 or the date upon which an agreement pursuant to Section 101 of the Local Government Act 1972 is entered into, whichever is the sooner.

## **4. General Principles**

4.1 This Agreement has been entered into by the Authorities and the SDNPA as a means of confirming of their commitment to work together towards the delivery of the Planning Services within the South Downs National Park area from 1<sup>st</sup> April 2011.

4.2 The Authorities agree that they will work with the SDNPA in order that the SDNPA can best decide how to undertake the administrative and legal formalities associated with the provision of the Planning Services within the South Downs National Park area after 1<sup>st</sup> April 2011.

4.3 If either of the following instances arise: -

- (i) the SDNPA has formally resolved to offer to enter into agreements under Section 101 of the Local Government Act 1972 with the Authorities in order to deliver the Planning Services within the South Downs National Park area and a scheme of delegation is agreed by the SDNPA and the Authorities, but administrative, technical or other difficulties

prevent or inhibit operation of such agreements or scheme of delegation from 1<sup>st</sup> April 2011

or

- (ii) the SDNPA has formally resolved to offer to enter into agreements under Section 101 of the Local Government Act 1972 to the Authorities in order to deliver the Planning Services within the South Downs National Park area, but the details of a scheme of delegation have not been agreed by the SDNPA and the Authorities by 1<sup>st</sup> April 2011

the Authorities will, at the formal request of the SDNPA, work together, plan for the provision of and provide the continued planning services for the South Downs National Park area after 1<sup>st</sup> April 2011.

- 4.4 The Authorities agree that they will provide the Planning Service as agents for the SDNPA for 12 months from 1<sup>st</sup> April 2011 and that this agreement will be reflected as a minimum notice of withdrawal in the agreement(s) under Section 101 of the Local Government Act 1972.

## **5. Status of the Agreement**

- 5.1 The parties hereto confirm that this Agreement creates a legally binding relationship between themselves and acknowledge mutual commitments that are created herein.

## **6. Decision Making**

- 6.1 Where a formal decision is required to be taken by the Authorities following the formal decision of the SDNPA on how it wishes the Planning Services to be delivered after 1<sup>st</sup> April 2011, the Authorities will use their best endeavours to obtain such a formal decision by 31<sup>st</sup> July 2010 or such later date as may be agreed in writing between an Authority and the SDNPA.
- 6.2 The Authorities and the SDNPA will use their best endeavours to formalise the future arrangements in relation to the provision of the planning service by way of an agreement pursuant to section 101 of the Local Government Act 1972.

## **7. Termination**

- 7.1 Notwithstanding the commitment of the Authorities and the SDNPA to co-operate for the purpose of delivering the Planning Services within the South Downs National Park area after 1<sup>st</sup> April 2011, should it become necessary for a party hereto to terminate this Agreement that party, prior to terminating their interest in the agreement, shall take reasonable steps to consult with the other parties in order to avoid termination where reasonably practicable.

**In witness whereof the SDNPA and the Authorities have executed this Agreement as a Deed the day and year first written**

The Common Seal of SOUTH DOWNS NATIONAL PARK AUTHORITY was affixed hereto in the presence of the undersigned authorised signatory for and on behalf of SOUTH DOWNS NATIONAL PARK AUTHORITY

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H: National Park/M of U/RSM

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