

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

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**It is hereby agreed as follows:-**

**1. Recitals**

- 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 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.

## 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 national park area and who are parties to this Agreement;

**"the Commencement Date"** means the date on which this Agreement is executed by 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 commence on the Commencement Date and continue in force, unless terminated in respect of 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 a legally binding 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 written confirmation of their commitment to work together towards the delivery of the planning service 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 good faith and in an open and co-operative manner in order 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 agency arrangements to the Authorities in order to deliver the planning services within the 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 its operation from 1<sup>st</sup> April 2011

or

- (ii) the SDNPA has formally resolved to offer agency arrangements to the Authorities in order to deliver the planning services within the national park area but the detail of a scheme of delegation has 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 and plan for the provision of a continued planning function for the South Downs National Park area after 1<sup>st</sup> April 2011.

- 4.4 The Authorities agree through this Agreement that they will provide the planning service offered as agents for the SDNPA for 12 months from 1<sup>st</sup> April 2011 or such other period of notice as may be mutually agreed by all parties to the agreement and that this arrangement will be reflected as a minimum notice of withdrawal in the legally binding agency agreement.

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

- 5.1 This Agreement shall take the form of a legally binding relationship and mutual commitments are created by this Agreement.

## **6. Decision Making**

- 6.1 Where a formal decision is required to be taken by the Authorities following the decision of the SDNPA on how it wishes planning services to be delivered after 1<sup>st</sup> April 2011 the Authorities will use their best endeavors to pursue such a formal decision by 31<sup>st</sup> July 2010.
- 6.2 The Authorities and the SDNPA will use their best endeavors to formalise the future arrangements in relation to the provision of the planning service by way of a legally binding Agency Agreement pursuant to section 101 of the Local Government Act 1972.

## **6. Termination**

- 6.1 Bearing in mind 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 it should not at any stage become necessary to terminate this Agreement. Any 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 hereof 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 authorized signatory for and on behalf of SOUTH DOWNS NATIONAL PARK AUTHORITY

..... Authorised signatory

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H: National Park/M of U/RSM

