GREATER CAMBRIDGE SHARED PLANNING SERVICE and THE PAMPISFORD ESTATE

Memorandum of Understanding

1. INTRODUCTION

1.1. This memorandum of understanding ('MoU') sets out the terms and understanding between Greater Cambridge Shared Planning ('GCSP') and The Pampisford Estate in relation to the way in which the parties can engage to examine issues regarding the potential site allocation in relation to land at Grange Farm, located to the north of Great and Little Abington, east of the A11.

2. PURPOSE

- 2.1. This MoU records joint working arrangements between GCSP and The Pampisford Estate on future engagement and the preparation and review of evidence base documents that may inform the Greater Cambridge Local Plan.
- 2.2. Subject to paragraph 4.2 below, the purpose of this MoU is to facilitate effective cooperation and communication between the parties' to inform Plan making. In the shorter term its aim is:
- a. For the landowner/site promoter, to provide confidence that the proposals for future development of the site are compatible with planning policy through the preparation of masterplanning and/or technical evidence.
- b. For GCSP, to support the development of a sound and deliverable allocation for the site in the emerging Greater Cambridge Local Plan, informed by evidence supplied by the landowner/site promoter where appropriate. The advice given by officers will be provided without prejudice to the inclusion of the site within the Greater Cambridge Local Plan, the extent, scope and requirements of any potential allocation, or the delivery of the site at a future stage.

3. AGREED ACTIVITIES

3.1. To guide the preparation and testing of evidence under this MoU:

- a. GCSP will advise on the issues identified in relation to the site and the policy proposal and on what evidence is necessary to support any possible future allocation in the emerging Local Plan;
- b. GCSP will provide feedback on any evidence submitted by the landowner/site promoter;
- c. The landowner/site promoter will produce the relevant evidence required to address outstanding issues, providing this is proportionate in scale and nature taking account of the stage of the process it is requested;
- d. GCSP will provide feedback and advise on the weight that can be attached to the work as GCSP prepares the Greater Cambridge Local Plan;
- e. GCSP may instruct external consultants to independently verify evidence prepared by the landowner/site promoter prior to relying on it (costs to be borne by the landowner/site promoter having been agreed in advance);
- f. GCSP, where appropriate, will prepare its own evidence base documents which may be shared with the landowner/site promoter for information purposes where relevant to the site; and
- g. GCSP, where appropriate, will facilitate the involvement of other service areas from across the relevant Local Authorities as well as other organisations where required, including the Greater Cambridge Partnership, Cambridgeshire County Council and key statutory consultees.
- h. The parties will work in a transparent and consistent manner, in order that outcomes can be anticipated, defined and understood, whilst respecting each other's interests, due processes and confidentiality (noting that information held by GCSP is subject to normal rules regarding information governance including the requirements of the Freedom of Information Act and the Environmental Information Regulations);
- 3.2. The parties will maintain an outline programme of work for future engagement in relation to the site, which will guide the ordering of discussions and the preparation of evidence. This will be kept under review according to progress.

4. STATUS

- 4.1. This MoU does not constitute a legally binding contract, nor is it intended in any way to prejudge the Councils' decision as to the content or wording of emerging development plan policy or supplementary guidance, influence the determination of any future planning application(s) by the Councils, nor affect the Councils' impartiality or their discretion as local planning authorities in any way. Rather, it is a memorandum of understanding between the Council and the promoter about a process of joint working in which the Councils' impartiality and public duty is respected absolutely.
- 4.2. Decisions relating to the allocation, or otherwise, of sites in the emerging Greater Cambridge Local Plan, and the wider policies of the Plan, will be taken by the Local Planning Authorities in accordance with the legal obligations of the Council and the requirements of the National Planning Policy Framework and will be subject to an independent Examination in Public in the usual way. The existence of this agreement to work collaboratively to develop technical evidence should not be taken to imply any predetermination of the soundness of any future allocation and the MoU is not the forum for discussion as to the soundness of any allocation or other policies in the Local Plan. As such, the landowner/promoter recognises that it is working at risk in developing proposals and entering into this MoU in advance of an adopted allocation or Local Plan.
- 4.3. This MoU shall become effective upon signature by the parties and will remain in effect up to the submission of the Local Plan, or until modified or terminated by any one of the parties.
- 4.4. Local Planning Authority pre-application advice is outside the scope of this MoU and will be agreed via a separate Planning Performance Agreement in the event that the landowner/promoter wishes to progress pre-application work alongside development of the Local Plan. As such work under this MoU and work committed to through a separate PPA could be progressed concurrently provided it is explicitly clear and agreed between the parties whether the scope of work and discussions relate to either Plan making or the preparation of a planning application.
- 4.5. Once signed, this MOU will be made publicly available, respecting the shared aim of a transparent joint working arrangements. Any evidence documents prepared under this MoU will be published alongside the emerging Greater Cambridge Local Plan.

5. CHARGING PRINCIPLES

5.1. GCSP will not be charging the landowner/promoter for officer time spent on activities a. and b. under paragraph 3.1 of this MOU as it is not appropriate for the Councils to charge for officer time on work that may inform policy development. However, the Councils will seek indemnity from the landowner/promoter on costs incurred on activity e. under paragraph 3.1: independent assessment and verification of completed

evidence to determine the weight that can be attached to the work as GCSP prepares the Greater Cambridge Local Plan. Such costs will be agreed with the landowner/promoter in advance of instruction.

6. SIGNATURES

GREATER CAMBRIDGE SHARED PLANNING SERVICE

NAME: Mr Stephen Kelly

SIGNATURE:



Landowner / Promoter

NAME: Miss Arabella Binney

ORGANISATION: The Pampisford Estate

SIGNATURE:

Landowner / Promoter

NAME: Mr Frederick Killander

ORGANISATION: The Pampisford Estate

SIGNATURE: