Westmorland & Furness Council

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Westmorland and Furness Council

Service Level Agreement

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1 Introduction

This Service Level Agreement (SLA) outlines the support available from Westmorland and Furness Council (the "Council") to a Local Body, which may be Parish Councils, Town Councils or designated Neighbourhood Planning Forums. It describes the expected roles and responsibilities of both parties throughout the neighbourhood planning process, outlining how the Council will support the groups in preparing a Neighbourhood Development Plan under the provisions of the Localism Act 2011.

The SLA aims to make clear what technical advice and statutory duties the Council will provide and what the Local Body is expected to do in return. The phrase “service level” refers to the standard, type and timing of support that the Council will offer. It also ensures that both parties understand how they will work together in a structured, consistent and collaborative way.

2 Service Level Agreement

This Agreement is dated [to be added]

BETWEEN:

a) **WESTMORLAND AND FURNESS COUNCIL** whose registered office is at

South Lakeland House, Lowther Street, Kendal, LA9 4DQ (the "**Council**") and

b) [[xx] Parish Council] [[xx] Town Council] [[xx] Neighbourhood Planning Forum][1] (delete as appropriate) of [insert address] (the "**Local Body**")

1. Introduction and Purpose

Introduction

The Localism Act 2011 introduced the following provisions into the planning process:

- Neighbourhood Development Plans
- Neighbourhood Development Orders
- Community Right to Build Orders

Under the provisions of the Localism Act 2011, the Council is responsible for:

a) undertaking certain statutory requirements;

b) the provision to the Local Body[2] of technical advice and support.

Purpose

The purpose of this Agreement is to outline the working relationship between the Local Body and the Council and to confirm:

a) how the Council will undertake its statutory planning duties;

b) the level and extent of the technical advice and guidance that the Council will provide in respect of planning;

c) communication between the parties to ensure timely information exchange;

d) how the Local Body will aim to progress a new Neighbourhood Development Plan and, if appropriate, the modification of an existing made or approved Neighbourhood Development Plan, details of which are in the Schedule.

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[1] Neighbourhood Plans are usually led by the Parish/Town Council or, outside parished areas, by a Neighbourhood Planning Forum (types of qualifying bodies).

[2] Parish Council refers to a Parish, Town or group of Parish Councils.

2. Definitions

In this Agreement, the following terms shall have the following meanings:

"Accessibility Standards" means compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 at Level AA and the requirements of the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018, ensuring all documents are perceivable, operable, understandable and robust for all users, including those with disabilities.

"Basic Conditions" means the conditions that a Neighbourhood Development Plan must meet, as specified in Paragraph 8(2) of Schedule 4B to the Town and Country Planning Act 1990 as applied to Neighbourhood Development Plans by section 38A of the Planning and Compulsory Purchase Act 2004.

"Council" means Westmorland and Furness Council, the Local Planning Authority for the area in which the Local Body is situated.

"Local Body" means the Parish Council, Town Council, or designated Neighbourhood Forum that is preparing the Neighbourhood Development Plan.

"Local Plan" means the development plan for the Local Planning Authority area which sets out the strategic planning policies.

"Neighbourhood Area" means the area that has been designated for the purposes of preparing a Neighbourhood Development Plan.

"Neighbourhood Development Plan" means a plan prepared by a Local Body that sets out policies for the development and use of land in a designated Neighbourhood Area.

"NPPF" means the National Planning Policy Framework as published by the Department for Levelling Up, Housing and Communities (or any successor department).

"Regulations" means The Neighbourhood Planning (General) Regulations 2012 (as amended).

"Working Day" means any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

3. Memorandum of Agreement

This Agreement is intended to be a statement of mutual intentions and does not constitute a legally binding contract between the parties. It sets out a framework for cooperation and the provision of services but does not create legal obligations or legal rights. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties. Both parties enter into this Agreement in a spirit of good faith and cooperation, with the shared objective of facilitating effective neighbourhood planning.

This Agreement will only commence once it has been signed and dated by the duly authorised representatives of both parties.

4. Schedule

The Schedule to this Agreement forms an integral part of this Agreement and sets out:

a) the respective roles and responsibilities of the Council and the Local Body;

b) the statutory obligations of the Council in relation to Neighbourhood Planning;

c) the scope and nature of the technical advice and support to be provided by the Council;

d) the obligations of the Local Body in the Neighbourhood Development Plan process.

The parties agree to perform their respective obligations as set out in the Schedule.

In the event of any inconsistency between the main body of this Agreement and the Schedule, the provisions of the main body of this Agreement shall prevail.

5. Reviews

The duly appointed representatives of the parties will have review meetings no less than every [6] months in order to review the progress of any Neighbourhood Development Plan or to otherwise discuss matters directly relevant to the subject matter of this agreement. An agenda will be agreed not less than 2 weeks prior to any meeting.

6. Disputes

In the event of any dispute between the parties regarding the subject matter of this agreement which cannot be resolved in the normal course of business, the nominated authorised representatives will meet to discuss and resolve such issues within 30 days:

a) the Council's authorised representative is: [*appointment and contact details*]; and

b) the Local Body's authorised representative is: [*appointment and contact details*].

In the event the authorised representatives are unable to resolve such issues, the parties will escalate the matter as follows, in order to resolve such matters:

c) the Council's [*insert appointment and contact details e.g. email and telephone*]; and

d) the Local Body's [*insert appointment and contact details* e.g. *email and telephone*].

The parties will meet within 30 days of an escalation being required.

Both parties agree to promptly notify each other in writing of any changes to the contact details of their authorised representatives. Notifications of changes should be sent to neighbourhood.planning@westmorlandandfurness.gov.uk for the Council and to [insert Local Body email] for the Local Body.

In the event of a dispute, it shall be incumbent on each of the parties to provide supporting documentation relevant to the dispute at least 14 days prior to any scheduled meeting to resolve the matter. This documentation shall include, but is not limited to, all correspondence, records, reports and other materials directly pertinent to the issues under discussion. Failure to provide the required documentation within this timeframe may result in postponement of the meeting at the discretion of the receiving party. Both parties agree to review all submitted documentation prior to the meeting to facilitate more efficient and productive discussions.

If resolution is not achieved within these timeframes, either party may propose mediation through an independent third party agreed upon by both parties. The costs of the mediator shall be borne equally between the parties unless otherwise agreed in writing. Both parties agree to participate in the mediation process in good faith and to consider all reasonable proposals for resolution. Any agreement reached through mediation shall be documented in writing and signed by authorised representatives of both parties. The mediation process shall be completed within 60 days of the appointment of the mediator, unless both parties agree to extend this timeframe.

7. Confidentiality

Each party agrees to keep confidential all information of a confidential nature obtained from the other party during the course of this Agreement, except as may be necessary to fulfil their respective obligations under this Agreement or as required by law. Neither party shall use the other's confidential information for any purpose other than to exercise its rights and perform its obligations under this Agreement. This obligation shall survive the termination or expiry of this Agreement.

8. Data Protection

Both parties shall comply with all applicable data protection laws and regulations, including the UK General Data Protection Regulation and the Data Protection Act 2018, in relation to any personal data processed in connection with this Agreement. Each party shall ensure that it has all necessary notices and consents in place to enable lawful transfer of personal data to the other party for the purposes of this Agreement.

9. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, terrorism, riots, civil commotion, government action or industrial disputes. The affected party shall notify the other party as soon as reasonably practicable of the force majeure event and use reasonable endeavours to mitigate its effect.

10. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of both parties.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

12. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

13. Notices

Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered. A notice sent by pre-paid first

class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

14. Freedom of Information

The parties acknowledge that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The Council shall be responsible for determining at its absolute discretion whether any information relating to this Agreement is exempt from disclosure in accordance with the provisions of the FOIA or the EIR or is to be disclosed in response to a request for information. The Local Body acknowledges that the Council may be obliged under the FOIA or the EIR to disclose information concerning this Agreement or the services: (a) without consulting with the Local Body or (b) following consultation with the Local Body and having taken its views into account.

15. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

17. Termination

This Agreement may be terminated:

a) by mutual written agreement of the parties;

b) by either party giving at least 30 days' written notice to the other; or

c) immediately by either party if the other commits a material breach of this Agreement which is not capable of remedy or which remains un-remedied 30 days after receiving written notice to do so.

Any termination of this Agreement shall be without prejudice to any rights or obligations which have accrued prior to termination.

Following termination, the Council will complete any statutory obligations in progress at the time of termination.

18. Changes in Legislation

If during the term of this Agreement there are changes to relevant legislation, regulations or national planning policy that materially affect the obligations of either party, both parties agree to meet within 30 days of such changes coming into effect to review and, if necessary, amend this Agreement to ensure continued compliance with the law.

19. Intellectual Property Rights

Each party shall retain ownership of all intellectual property rights in any materials it creates or provides in connection with this Agreement.

The Local Body grants the Council a non-exclusive, royalty-free license to use, reproduce and distribute any materials provided by the Local Body for the purposes of fulfilling the Council's obligations under this Agreement.

The Council grants the Local Body a non-exclusive, royalty-free license to use any materials provided by the Council solely for the purposes of neighbourhood planning.

20. No Waiver

The failure of either party to enforce any term or condition of this Agreement at any time shall not be construed as a waiver of that party's right to subsequently enforce that term or condition or any other term or condition of this Agreement.

21. Assignment

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

This Agreement is dated on the day and year first written above

SIGNED

By [*insert name/appointment*],
for and on behalf of the Council

.....
Authorised Signatory

SIGNED

By [*insert name/appointment*] for and
on behalf of [*name of Local Body*]

.....
Authorised Signatory

3. Schedule

This Schedule forms part of the Service Level Agreement between the Council and the Local Body and is subject to the terms and conditions contained therein.

1. Roles and Responsibilities

Background and Context

Neighbourhood planning was introduced by the Localism Act 2011. The associated Regulations (The Neighbourhood Planning (General Regulations 2012) as amended[3] require the Council to undertake certain provisions. In addition, the Council is also required to provide technical advice and support.

This Schedule sets out how the Council will meet its statutory obligations and the level of assistance it will offer to Local Bodies in respect of Neighbourhood Plan areas, the neighbourhood plan-making process and designating a Neighbourhood Forum. It does **not** apply to Neighbourhood Development Orders.

Once an application for a neighbourhood area has been submitted to the Council, a 6 week consultation period will be undertaken and the Council, which is the Local Planning Authority, must publicise on its website a copy of the area application, details of how to make representations and the date by which any representations must be received.

The Council will prepare a notice and ask the Local Body forum to display the notice within the Parish or Town as appropriate. The Council will notify the Parish or Town Council and ward member of this consultation period.

Regulation references in the table below refer to the Neighbourhood Planning (General) Regulations 2012, as amended.

The Statutory Obligations for the Council

Note: ‘W&FC’ refers to the Council.

[3] 2012 Regulations as amended by The Neighbourhood Planning (General) (Amendment) Regulations 2015, The Neighbourhood Planning (General) and Development Management Procedure (Amendment) Regulations 2016 and The Neighbourhood Planning (General) and Development Management Procedure (Amendment) Regulations 2017.

Following the Completion of the Statutory Procedures the Council will Meet the Following Standards:	**Decision Making and Timescale Decision Made Within:**
Determination of a valid Neighbourhood Plan area application for designation. **Regulation 6A –** Prescribed date for determination of an area application.	W&FC delegated decision – Officer Delegated Report (ODR) – determination of a valid application. 13 weeks from the date immediately following that on which the application was first publicised (the Council will advertise for 6 weeks) except where the area to which the application relates falls within the areas of two or more planning authorities in which case 20 weeks from the date immediately following that on which the application was first publicised.
A Neighbourhood Planning Forum must be designated in areas where there is no Parish or Town Council and this will be the Local Body. Following a 6-week consultation period, determination of a valid application for a Neighbourhood Planning Forum. **Regulation 8 –** Application for designation of a Neighbourhood Forum. **Regulation 9 –** Publicising a Neighbourhood Forum application. **Regulation 9A –** Prescribed date for determination of a Neighbourhood Forum application.	W&FC delegated decision – Officer Delegated Report (ODR) – determination of a valid application – decision on whether to designate a Neighbourhood Forum. Make a decision on an application to designate a Neighbourhood Forum within 13 weeks (or 20 weeks, where the application must be submitted to more than one Local Planning Authority), provided there is no other Neighbourhood Forum application already under consideration for all or part of the area. After making a determination, Council Officers will draft a report containing their recommendations.

Following the Completion of the Statutory Procedures the Council will Meet the Following Standards:	**Decision Making and Timescale Decision Made Within:**
W&FC confirms that the Pre-Submission Plan meets the statutory requirements. Pre-Submission statutory publicity and consultation of at least 6 weeks on the draft Plan. The Local Body must carry out the public consultation on the draft plan and invite representations. **Regulation 14 –** Pre-Submission Consultation and Publicity.	W&FC delegated decision – Officer Delegated Report (ODR) on the public consultation feedback. W&FC will aim to do this within 6 weeks of the end date of the Local Body's statutory consultation.
Regulation 15 – The appropriate Local Body submits the draft plan for independent examination to W&FC confirming that the submitted Plan complies with all the relevant statutory requirements.	No Council delegated Officer report decision making (ODR) is required at this regulatory stage. The draft Plan and supporting material, the Basic Condition Statement, is submitted to W&FC to check against the statutory legislative requirements. W&FC will aim to carry out this check within 4 weeks of receipt.
Regulation 16 – W&FC publicises the Submission Draft Plan and other relevant documentation for a minimum of 6 weeks, invites representations and sends the comments received and the draft Plan for independent examination.	W&FC delegated Officer decision report (ODR) – agreement to publish. W&FC will aim to publicise the draft Plan as soon as is practicably possible after receiving the submission documents. This should be for a minimum period of 6 weeks. Any comments received during this period should be forwarded to the independent examiner within 4 weeks of the close of the consultation.

Following the Completion of the Statutory Procedures the Council will Meet the Following Standards:	**Decision Making and Timescale Decision Made Within:**
Approval of the appointment of an independent examiner with the agreement of the appropriate Local Body and send the submitted Plan for independent examination. **Regulation 17 –** Following the approval of the appointment of an independent examiner with the agreement of the appropriate Local Body, the submitted Neighbourhood Development Plan and any other document submitted to W&FC by the Local Body in relation to the Plan proposal should be sent to the independent examiner for independent examination.	No Council delegated Officer report decision making (ODR) necessary at this regulation stage. Appointment to be made as early as possible during the Regulation 16 public consultation.
Regulation 18 – Following consideration of independent examiner's report and publication of 'Decision Statement' (decision to proceed to referendum), W&FC should publish the independent examiner's report and decision statement.	W&FC delegated Officer decision report (ODR) on whether to proceed to referendum. W&FC will complete its consideration of the examiner's report and decide whether or not to put the Neighbourhood Development Plan or Order to a referendum as soon as practicably possible (5 weeks) following the receipt of the independent examiner's Report.
Arrange referendum date.	This will be arranged as soon as possible (ideally within 5 weeks beginning from the day the decision statement was published). No specific time period is set, as timescales for this decision can vary with each Neighbourhood Development Plan.

Following the Completion of the Statutory Procedures the Council will Meet the Following Standards:	Decision Making and Timescale Decision Made Within:
Subject to more than 50% of those voting in the referendum voting "yes" to make (i.e. adopt the Neighbourhood Development Plan), W&FC will prepare a report to Cabinet – with a recommendation to make the Plan.	As soon as possible following the referendum.
W&FC publishes a Decision Statement to make the Plan. **Regulation 19 –** W&FC should publish a Decision Statement explaining their decision on whether to make or not a Neighbourhood Development Plan.	At the first available meeting of Cabinet following an affirmative referendum result.
Regulation 20 – W&FC should publicise a Neighbourhood Development Plan.	As soon as possible following the meeting of Cabinet (ideally within 8 days beginning from the day the referendum was approved).

2. Technical Advice and Support

The Council will:

Topic	Advice and Support
Published Advice	Maintain a neighbourhood planning page on its website that identifies and provides links to key information and guidance about Neighbourhood Development Plan making, including Neighbourhood Development Orders and other provisions of the Localism Act 2011.

Topic	Advice and Support
Professional Advice	Provide a named Officer as the first point of contact for advice and technical support, including initial advice on completing an area designation form. The Support Officer contact in this case is: [*insert appointment*] ..... Contact Details: Telephone: ..... E-mail: .....
Post Designation Meeting	At the request of the relevant Local Body and following designation of the neighbourhood area, a Support Officer from the Council's Planning Policy Team will attend and provide an overview on the procedures and issues. The advice will cover: • the scope of a Neighbourhood Development Plan • relationship with the relevant Local Plan • the legal procedures to be followed • consultation with the 'Consultation Bodies' • provide advice on available grant funding and technical support that could be available from Locality and where Neighbourhood Development Plan groups could obtain further information (https://neighbourhoodplanning.org/about/grant-funding/) • signposting to the requirements of other legislation such as the Human Rights Act, the Habitats Regulations and Environmental Assessments • provide a web page link to 'Locality' to receive updates concerning funding and grants available • provide advice on the evidence base documents that could accompany a Neighbourhood Development Plan • provide a template with terms of reference to be completed setting out the role and responsibilities of each group member and the overall objectives of the Neighbourhood Development Plan group • provide advice on methods of consultation and engagement

Topic	Advice and Support
Provision of Background Data/Evidence	At the request of the relevant Local Body, the Support Officer will provide and/or direct to the appropriate source: • published Local Plan monitoring reports • relevant Council owned data and published Local Plan evidence to assist in plan preparation • Local Plan GIS layers
Professional Advice and Assistance	• provide advice and information to help communities understand the neighbourhood planning process and the funding, resources and skills that are available to support the process • provide conformity advice and up to date information about the relevant Local Plan • provide consultee lists that the Council's Planning Policy hold e.g. statutory key stakeholders • provide comments on emerging drafts and other supporting documents prior to formal submission • provide a map showing the area covered by the Neighbourhood Development Plan. In order to ensure that the boundary submitted is exactly what is required and follows clear boundaries without anomalies, the Council will make its GIS software and officer time available provided that contact is made with the W&FC Planning Policy Team to make an appointment and provide at least 3 weeks prior notice. Prior to this work the relevant Local Body will need to make itself aware of the Ordnance Survey User Agreement. Due to the officer's limited time, Neighbourhood Development Plan groups are also encouraged to subscribe to third-party mapping software, as this will allow them to create maps integral to their Neighbourhood Plan. Costs associated with mapping software can be covered using Locality grant funding, if available. • digitising of the final proposals map

Topic	Advice and Support
Professional Advice and Assistance	• offer advice, if applicable, on making a Neighbourhood Development Order or if it is proposed, to modify a Neighbourhood Development Plan • provide project management services – including the provision of templates regarding the preparation and content of a project plan • provide a screening opinion form to assist Neighbourhood Development Plan groups in undertaking of Habitat Regulations Assessment and Strategic Environmental Assessment. The Council will be responsible for undertaking the screening at their cost. Neighbourhood Development Plan groups are also encouraged to seek technical support for the preparation of the screening assessment, if required, from Locality provided that grant funding will be available. • note that only material published by/which is either owned by or licensed by the Council (with rights to reproduce) will be printed - there will be a printing charge for the use of the Council's Print Services • details of printed material: provide electronic versions and up-to 5 printed copies of key maps (e.g. Neighbourhood Development Plan land allocation map(s)) to support the preparation of the Plan consultation event material and for material to be included within draft and final plan documents • **It will be the responsibility of the Local Body (LB) to ensure that all mapping is accurate and consistent. It is particularly important that maps and other documentation produced by the LB for any referendum is consistent with what was put forward by the LB during the examination phase. Failure to do this could put the Neighbourhood Plan at risk of a legal challenge.**

Topic	Advice and Support
Timeframe for Responses	The Council will aim to respond to queries from the Local Body within 10 working days. For complex matters requiring detailed consideration, the Council will acknowledge receipt within 5 working days and shall use reasonable endeavours to provide a full response within 20 working days or will agree an alternative timeframe with the Local Body. These timeframes are provided as indicative targets only and do not constitute binding obligations. The Council reserves the right to adjust these timeframes based on workload, complexity of the query, available resources and other operational factors. Where the Council anticipates that a response will take longer than these guideline periods, it will, where practicable, communicate this to the Local Body and suggest an alternative indicative timeframe.
Draft Neighbourhood Development Plan	Provide advice and support in relation to: • suitability of the Plan in meeting the 'basic conditions' • conformity of the Plan • compliance with the Public Sector Equality Duty under Section 149 of the Equality Act 2010 • suitability of the Consultation Statement.

Westmorland and Furness Council will not offer support/assistance in the following areas:

- writing documents
- undertaking primary survey and research work including explaining or breaking down evidence to inform the Neighbourhood Development Plan
- advising and guiding questionnaire design and how to maximise responses from all groups in the community
- undertaking non-statutory consultation
- managing the relevant Local Body's consultation platform
- printing documents which do not relate either to the statutory or non-statutory requirements of the Council
- printing maps that are neither published by the Council nor in the Council's ownership
- attending every meeting and or consultation event organised
- assisting with the drafting of the Neighbourhood Development Plan
- providing advice on the status of live or ongoing planning applications
- providing direct financial support for the preparation of the Neighbourhood Development Plan - the Council is only responsible for covering the costs of the examination and referendum

It is strongly advised that the relevant Local Body engages the services of a planning consultant with relevant experience to assist them throughout the plan-making process.

3. Obligations of the Relevant Local Body

The Relevant Local Body will:

Concerning the submission of an application for a Neighbourhood Development planning area and the 6-week consultation undertaken by W&FC, the Council will prepare a notice and ask the relevant Local Body to display the notice within the Parish or Town.

If the Local Body is a designated Neighbourhood Planning Forum, it will inform W&FC of any change(s) to the original consent and intentions detailed in its application form for a Neighbourhood Forum. Any changes to the Forum's written

constitution will require the Forum to immediately notify W&FC of these changes by e-mailing neighbourhood.planning@westmorlandandfurness.gov.uk

The Council is able to withdraw a Forum's designation if it considers that the group is no longer meeting the conditions of its designation.

If the proposed Neighbourhood development planning area also covers other areas within a neighbouring authority. For example, if the area is within a national park Local Planning Authority, then the neighbourhood area application will need to be sent to both planning departments by the qualifying Local Body. While applicants will need to follow each authority's application process, W&FC recommends meeting the relevant Local Planning Authorities, as well as suggesting a joint meeting to agree both approaches and timescales.

If required (but not to be undertaken by a planning consultant), the relevant Local Body will contact W&FC Planning Policy Team to arrange an appointment to map, using Council GIS software and Officer time, the neighbourhood planning area. At least 3 weeks' prior written notice must be given to the Planning Policy Team.

Following Agreement by the Council of the Neighbourhood Area:

Consider the merits of establishing a steering group to develop the Neighbourhood Development Plan with a clear reporting link to the relevant Local Body via clear terms of reference.

Arrange a post-designation meeting with the Council (Support Planning Officer) to discuss the next steps.

Following Agreement by the Council of the Neighbourhood Area:

Prepare a detailed project plan for the preparation of the Neighbourhood Development Plan. The project plan will include:

- an indicative timetable for completion of the Neighbourhood Development Plan
- the provision of regular updates on progress to the Council via the allocated neighbourhood planning Support Officer
- programme discussions with the Council's Support Officer at the stage of preparation of the draft Neighbourhood Development Plan

As you are preparing to undertake your Pre-Submission (Draft Plan) Consultation:

- produce the draft Neighbourhood Development Plan document in MS Word - the draft Plan must meet the Council's Accessibility Standards

- start preparing/or update the supporting documents whilst the consultation is being carried out, this will include drafting a Basic Conditions Statement and a Consultation Statement

- produce the Environmental Assessment (if required) undertaken to date and any other supporting information

- produce the Consultation Statement (as drafted to date) listing the statutory and non-statutory bodies consulted

Consultation on the Draft Neighbourhood Development Plan – the following needs to be undertaken before formally submitting the draft Plan to the Council:

- publicise the draft Neighbourhood Development Plan and advise where and when it can be viewed

- consult on the draft Neighbourhood Development Plan for at least a 6-week period - this is the Pre-Submission Consultation

- publicise how to make representations in response to the Neighbourhood Development Plan and the deadline for responses

- consult any relevant bodies that may be affected by the Neighbourhood Development Plan

- once the Pre-Submission consultation has ended, collate all of the responses and make any necessary amendments to the Neighbourhood Development Plan based on the evidence received - any amendments to the draft Neighbourhood Development Plan must be agreed by the designated Neighbourhood Development Plan Steering Group or designated Neighbourhood Plan Forum

- produce an accessible copy of the finalised draft Neighbourhood Development Plan in MS Word (which must meet the Council's accessibility requirements)

Formal submission of your final draft Neighbourhood Development Plan and supporting documents to the Council prior to the Examination:

Provide a Basic Conditions Statement explaining how the Neighbourhood Development Plan meets the basic conditions, including an Equality Impact Assessment explaining how the Neighbourhood Development Pan has considered any potential impacts on different groups of people, with specific reference to the nine protected characteristics under the Equality Act 2010 (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation). A full explanation must explain any mitigation steps that have been undertaken. Where no mitigation is possible, a full explanation of the potential for harm is to be included.

Provide an accessible copy of the final draft Neighbourhood Development Plan (Submission version) in MS Word (that meets the Council's accessibility requirements under the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018) to the Council's Planning Policy team, including a map identifying the area covered by the proposed Neighbourhood Development Plan. The Council's Accessibility Standards can be found at: https://www.westmorlandandfurness.gov.uk/design-and-contentguidelines/publishing-principles/usability-and-accessibility

Produce a finalised Consultation Statement – explaining how the community has been consulted and their views have been taken into account when forming the Neighbourhood Development Plan.

Provide final copies of any relevant supporting documentation, appendices or supplementary documents. For example, this is to include but not be limited to any Environmental Statement or Habitat Regulation Assessment undertaken. If no such assessments have been carried out, then a written statement must be provided explaining, with reasoning why they are not required.

Provide a Basic Conditions Statement explaining how the Neighbourhood Development Plan meets the basic conditions, including an Equality Impacts Assessments explaining how the Neighbourhood Development Plan has considered any potential impacts on different groups of people. A full explanation must explain any mitigation steps that have been undertaken. Where no mitigation is possible, a full explanation of the potential for harm is to be included.

Provide an accessible copy of the final draft neighbourhood development plan (submission version) in MS Word (that meets the Council’s accessibility requirements) to the Council’s Planning Policy team, including a map identifying the area covered by the proposed Neighbourhood Development Plan.

Following a Successful Examination:

- provide the final version of the Neighbourhood Development Plan in an electronic format (MS Word) that is accessible (and meets the Council's accessibility requirements) to the Council's Planning Policy team
- provide the results of any primary source data which would be helpful to the Council's Planning Policy team