



Planning
Inspectorate



PCAC
PEDW

Penderfyniadau Cynllunio
ac Amgylchedd Cymru
Planning & Environment
Decisions Wales

Service Level Agreement

for

The Supply of Professional Services for Planning and Environment Decisions Wales

Supplied by: The Planning Inspectorate

Supplied to: Planning and Environment Decisions
Wales

Reference: 17-06-9 The Supply of Professional Services for
Planning and Environment Decisions Wales SLA

Version: V2.0 23.10.2024

Initial duration: 1 November 2024 to 31st October 2028

Additional duration: 1 November 2028 to 31st October 2031

1 Introduction

1.1 This Service Level Agreement (SLA) is a joint undertaking between the Planning Inspectorate and Planning and Environment Decisions Wales (PEDW) (the Parties) concerning the receipt, management, and consideration of cases from PEDW and it also sets out the responsibilities of the parties in managing relevant cases.

1.2 The SLA comprises this document and an MS Excel Workbook titled '*17-06-9 The Supply of Professional Services for Planning and Environment Decisions Wales SLA Summary*', referred to as 'the SLA Summary'. The intention is for the SLA Summary to be a helpful and practical day-to-day reference that enables the Parties to perform the SLA. The SLA Summary sets out the different casework strands.

1.3 Because this SLA is not legally enforceable, its performance relies solely on the accountability, integrity, trust, goodwill, and respect of everyone with an interest, involvement, and influence.

1.4 The Parties' close collaborative working relationship, regarding the SLA, shall ensure their respective and joint responsibilities to:

- consider cases fairly, transparently, and impartially;
- satisfy relevant statutory duties and professional obligations;
- enable full cost recovery, where appropriate, for the supply of services;
- incur no more cost, time, effort, and attention than necessary;
- resolve any areas of disagreement arising from the SLA, as necessary.

1.5 The SLA shall provide a collective understanding of how the Parties govern this joint undertaking and are accountable for its performance. More specifically, it covers:

- outcomes to achieve;
- responsibilities to satisfy;
- transactional rules (processing of invoices, performance management, data sharing as set out in the Data Sharing Agreement (DSA) and DSA Memorandum of Understanding (MOU);
- issues and their resolution.

1.6 The Inspector provided by PINS, remains and retains the benefits of being an employee of PINS no other employment relationships, intended or otherwise will exist or be created.

1.7 PEDW shall provide the PINS SLA Co-Ordinator, with a Risk Assessment, within 5 working days of the commencement of this Agreement, for the provision of the services, including, but not limited to, those relating to attending site inspections and hearings.

2 Definitions

Case	means a matter assigned to the Inspectorate to consider and issue a decision or make a recommendation.
Case file	means submissions, representations, documentation and other relevant information the Inspectorate consider to issue a decision or make a recommendation.
Inspector	means an independent (appointed) person appointed by the Inspectorate.
the Parties	means the Planning Inspectorate and the PEDW.
The Inspectorate	means the Planning Inspectorate who supply the services.
PEDW	means the Planning and Environment Decisions Wales (a division of the Welsh Government) on whose behalf the Inspectorate supply the services.
The services	means the services the Inspectorate shall supply as given in the SLA.
SLA	means Service Level Agreement, the agreement between the Inspectorate and PEDW, as set out in this document (MS Word) and the separate SLA Summary (MS Excel).

3 The services

3.1 The Inspectorate shall regard the receipt of a case, from PEDW if a type listed in the SLA Summary, as having been officially assigned to them by PEDW for them to consider under the terms of the SLA. Cases shall be for:

1. Planning Appeals
2. Local Development Plans
3. Common Land
4. Environmental appeals
5. Countryside access and rights of way appeals
6. Development of National Significance

3.2 The Inspectorate will only consider undertaking cases that are detailed within the SLA Summary. PEDW shall not seek to assign a case to the Inspectorate unless that type of case is included in the SLA Summary and that the case has been accepted by the Inspectorate's SLA Coordinator. To include a case type in the SLA Summary that is not already included, PEDW shall propose a variation to the SLA (see Para 8 Variations). The Inspectorate shall use its 'Casework Management Request Process' (see Para 8 Variations) to assess each such proposal. The Inspectorate shall work closely with PEDW to do this.

3.3 The information below and throughout this document is general, whereas that in the SLA Summary is detailed and specific. There is some duplication but together they comprise the SLA.

When the Inspectorate start supplying the services

3.4 The Inspectorate shall start to supply the services when they receive notice of a case or when they have received a case from PEDW and that it has been accepted by the Inspectorate's SLA Coordinator. At this stage, the Inspectorate shall supply largely management and administrative services, but only if they have received a valid purchase order (PO) from PEDW, and that PO:

- has been received by the Inspectorate in advance of them starting to supply the services via the SLA for the relevant financial year;
- is for a period of no more than one financial year and expires at the end of each financial year;
- is for an overall amount that enables PEDW to pay each valid and undisputed invoice received from the Inspectorate on time, subject to the relevant invoice triggers and thresholds.

Case allocation (with notice) of cases

3.5 Where cases are received without notice, this may result in the overall demand for Inspector services exceeding Inspectorate's capacity to supply such services.

3.6 When given notice of some case types, if necessary and practicable, the

Inspectorate shall start the process of provisionally:

- discussing and allocating the case to an Inspector;
- scheduling events such as an inquiry/hearing and/or a visit(s) to a site;
- agreeing potential dates to start an inquiry/hearing and/or a visit(s) to a site.

3.7 The more notice the Inspectorate receives the better able they are to provisionally allocate and schedule sufficient management, administrative and inspector capacity, from what is a finite resource, to:

- prepare to start supplying the services without undue delay;
- manage and mitigate timing issues;
- issue a decision or share a recommendation within the duration given;
- make PEDW aware as early as possible of potential issues.

3.8 PEDW shall use reasonable endeavours, and the Inspectorate shall support these, to give the Inspectorate notice of each impending case as is necessary and practicable.

3.9 PINS reserves the right to refuse to provide an Inspector in circumstances where the overall demand for Inspector services exceeds capacity and/or the case is not detailed within the SLA Summary.

Case allocation (without notice) of received cases

3.10 When PEDW cannot give notice or notice is not necessary the Inspectorate shall, on receipt of a relevant case, start their due diligence and the process of allocating a case to an Inspector. The time this takes can vary because of:

- differing circumstances;
- the results of the Inspectorate's due diligence;
- The demand for Inspector services.

Case relevance, completeness, and validity

3.12 The Inspectorate shall expect each case they receive from PEDW to be relevant and valid. The Inspectorate's due diligence shall confirm if:

- the case type is included in the SLA;
- the Inspectorate received a case from PEDW as agreed in the SLA;
- the Inspectorate has all the information required;
- the Parties or the Inspectorate confirm a case to be valid.

3.13 If the Inspectorate finds an issue(s) that in their opinion renders a case incomplete and/or invalid, they shall provide PEDW with evidence and reasons why.

The duration (indicative timeline) of a case

3.14 The duration (or indicative timeline) of a case shall:

- Start when the Inspectorate:
 - receives a relevant and valid case from PEDW
 - Finish when the Inspectorate:
 - issues a decision on PEDW's behalf;
 - shares a recommendation with PEDW

3.15 The processing of casework will vary depending on the specific circumstances and details of each case. Each case may include:

- a site visit for a written representations procedure;
- a hearing and if necessary one or two site visits, prior to and after the close of a hearing;
- an inquiry and if necessary one or two site visits, prior to and after the close of an inquiry;
- a possible combination of all three, in the case of a DNS;
- quality control methods, as the overall regime agreed with the relevant Professional Lead, appropriate to the circumstances of a case.

3.16 An indicative duration is given in the SLA Summary for each case type and procedure as a range or a specific number of weeks, for example 12 to 16 weeks. A duration typically originates from a mix of regulations, guidance and/or prior experience.

3.17 However, each case has its own unique circumstances, which may in some instances cause the actual duration for a case to differ from the indicative duration given. Such instances may include, but are not limited to:

- the degree to which those with an interest and involvement need to submit representations and the length of the period required for an Inspector to consider the case and write a decision letter;
- exceptionally complex cases regardless of type and procedure.

Stopping the supply of services

3.18 The Inspectorate shall stop supplying services for a case when:

- they have issued a decision, on PEDW's behalf and have closed the case;
- they have shared a recommendation with PEDW for PEDW to issue a decision, and have closed the case after the clarifying any queries or considering any new evidence sent to them;
- PEDW withdraw it temporarily (abeyance) or permanently;
- the SLA ends, regardless of why.
- And at our discretion when you have chosen not to pay our valid and

undisputed invoice on time

High Court challenges and Judicial reviews

3.19 PEDW shall, on behalf of the Parties, manage all aspects of a High Court challenge or an application for Judicial Review for a case that the Inspectorate considered on PEDW's behalf via the SLA. This includes PEDW:

- paying all legal costs associated with such a case subject to a High Court challenge;
- providing the Inspectorate with a copy of each judgment and court order and instruction on how to proceed;
- explaining the outcome of each High Court challenge and Judicial Review during ad-hoc and quarterly meetings, along with any key learning points;
- providing the Inspectorate with a litigation update, that is an update on all relevant High Court challenges (whether a statutory challenge or a Judicial Review) for Inspectors every month;
- instruct the Inspectorate to redetermine cases where this is necessary (for example, after a decision is quashed by the High Court) within one month or arrange discussions with the Inspectorate at the earliest opportunity if this is not possible.

3.20 The Inspectorate shall, on receipt of PEDW's request via email, resume supplying services directly to PEDW for a case they previously considered that is now subject to a High Court challenge or Judicial Review because PEDW requires:

- comments from the relevant Inspector in the context of an application for Judicial Review and any additional comments from the Inspectorate within a duration the Parties jointly agree;
- the Parties work closely and cooperatively to prepare an open, fair and impartial response;
- the Parties consider the likely outcome of defending a High Court challenge or Judicial Review with PEDW deciding whether or not to defend.

Outcomes

3.21 These are the outcomes the Parties expect to achieve from the Inspectorate supplying the services and PEDW receiving the benefit of the services supplied. Each is in the past tense because they are a consequence or a result.

1. The services supplied:

- reflected the Inspectorate's high standards and professional reputation;
- embodied the Franks Principles of openness, fairness and impartiality as set out in the Inspectorate's [Code of Conduct](#).
- If applicable, comply with the Welsh Language Standards with the use of Translation Services provided by PEDW.

2. Each decision letter or recommendation report was:
 - professional in style;
 - concise, easy to read and understand;
 - objective and independent;
 - specific and definite;
 - legally compliant;
 - dealt with relevant policies;
 - well-reasoned, clearly evidenced and reached logical conclusions.
3. The Inspectorate issued each decision or shared each recommendation on time to PEDW, within given indicative durations subject to the circumstances that prevailed.
4. On their request the Inspectorate received advice and/or written guidance from PEDW that enabled them to interpret and apply legislation, guidance and policies, relevant to this SLA, consistently and accurately:
 - within 15 working days for non-legal;
 - within 30 working days when PEDW Legal was consulted;
 - within one working day when urgent, for example during a live event such as a hearing or inquiry.

If PEDW is unable to supply guidance within these timeframes, they will let the Inspectorate know as soon as possible.
5. The Parties shared and mitigated, as appropriate, anything that could have had an adverse impact on the consideration of a case and/or the performance of the SLA.
6. The Parties undertook to satisfy their environmental policies and create social value to the best of their abilities.
7. PEDW paid each valid and undisputed invoice, received from the Inspectorate, on time.
8. The Parties undertook to perform all aspects of the SLA to the best of their abilities.

3.22 If Translation services are required, PEDW will outline this in their initial request for PINS Inspector Services.

4 Service supply conditions

- 4.1 The supply of the services and resulting outcomes shall be subject to:
 - PEDW consulting the Inspectorate, and taking their views into account, on changes being considered to legislation or policies relevant to the SLA, no less than three months before such changes come into effect.

- PEDW giving the Inspectorate sufficient notice of proposed changes to relevant legislation, policies and guidance. PEDW will provide updated guidance as necessary. Sufficient notice being that which enables the Inspectorate to avoid having to reconsider or rewrite recommendations or decisions that they have not yet shared or issued.

If, regardless of the reason, the Inspectorate does not receive sufficient notice and they must reconsider or rewrite cases, they reserve the right to invoice PEDW for the additional cost this incurs.

- PEDW providing sufficient resources that enable the Inspectorate to perform the SLA. Sufficient resources refer to PEDW's financial obligations under this SLA
- The Inspectorate reserving the right to depart from PEDW's advice and guidance, following appropriate discussions with PEDW to ensure any such departure is compliant with relevant legislation and case law.

5 Duration

5.1 The SLA comes into force once it has been signed by all parties. It shall remain in force to govern the supply of the services for cases that the Inspectorate received before the SLA's finish date and have continued to consider beyond this date.

5.2 The Parties agree that the SLA shall finish:

- On 31st October 2028 if they do not agree to extend it;
- on 31st October 2031 if they do agree to extend it, at least six-months before 31st October 2028;
- before the above dates if the Inspectorate or PEDW choose to terminate it.

6 Issue resolution

6.1 Where the Parties experience an issue that is or could have an adverse impact on the performance of the SLA, they undertake to resolve such an issue informally. That is until and unless they decide an issue is material to the performance of the SLA and there is no alternative option other than to formally register an issue.

6.2 In the first instance, the person registering the issue (the instigator) shall arrange a virtual meeting or via any suitable means as rapidly as the issue deserves with follow up emails, as necessary, between those managing the day-to-day performance of the SLA.

6.3 If the attendees are unable to resolve an issue, then the instigator shall arrange further meetings, as necessary, between the SLA Coordinators and if they are unable to resolve the issue, the SLA Signatories. For some issues, it may be appropriate to have everyone present at the initial or second meeting so there are fewer meetings.

6.4 If, after these meetings, the issue has not been resolved the instigator shall formally register the issue in writing with the SLA Signatories. To do this they shall provide a concise written commentary that includes:

- issue statement (what and why);
- background (origins);
- options available (resolution);
- recommendations (preferred option and why).

6.5 The Parties expect the SLA Signatories to jointly resolve the relevant issue within 10 working days. If they do not, they can decide to:

- Agree to take more time to resolve the relevant issue, if they jointly conclude this is likely to enable them to reach a satisfactory resolution.
- Terminate the SLA.

7 Termination

7.1 The Parties can terminate the SLA, but only after:

- complying with the Issue resolution procedure;
- giving at least six months' notice to the other SLA Signatory;
- agreeing what to do during the notice period.

7.2 The SLA shall remain in force to govern the supply of the services for cases the Inspectorate receives before the SLA termination date and continue to consider beyond this date unless the Parties decide otherwise.

7.3 The person initiating the termination shall, at the same time, advise the other SLA Signatory of:

- the reasons for the notice to terminate;
- what has been done to prevent the termination;
- why the Parties cannot resolve the issue triggering the termination.

7.4 At any time during the notice period to terminate the Parties can propose and agree a way for the SLA to continue as it is or with variations.

8 Variation

8.1 PEDW or the Inspectorate can suggest a change to the SLA at any time by giving a clear, specific and definite written description of the variation they propose. This must include an implementation assessment that includes:

- The reason for the variation.
- When the variation would start, and stop if needs be, if agreed.
- The extent to which it would have a positive or negative impact on the performance of the SLA.

- The extent to which the costs we incur, including set up costs, to supply and receive the services would change.

8.2 Variations to the SLA shall only be implemented after the updated version of the SLA, which incorporates the agreed variation, has been signed by the SLA Signatories. The Parties will record each variation in Appendix A.

Casework Management Request Process

8.3 The Casework Management Request Process comprises the five stages below. Each stage must be signed-off by the Inspectorate's Chief Operating Officer before the Inspectorate will progress to the next stage.

1. Request
2. Triage
3. Outline Design
4. Detailed Design
5. Implementation

8.4 The Inspectorate shall decide whether to accept PEDW's proposal to include a case type not already included in the SLA Summary after having completed the Detailed Design stage and as part of the Implementation stage. Until the Inspectorate explicitly accepts PEDW's proposal, all acceptability decisions are 'in principle,' with no assumption to be made that the Inspectorate will include a specific type of case in the SLA Summary.

8.5 Should the Inspectorate approve PEDW's proposal to include a case type not already included in the SLA Summary, the Parties shall agree a variation to the SLA.

8.6 Should the Inspectorate decline PEDW's proposal they will provide oral feedback via a virtual meeting with written confirmation of the feedback via email. The feedback will be in a summary format and give high level reasons for the Inspectorate's decision.

9 Performance

9.1 The performance of the SLA will depend on the Parties:

- behaving respectfully and with integrity, trust and goodwill;
- communicating with each other regularly and effectively;
- ensuring there is a mutual understanding;
- making sure there are no avoidable unforeseen issues;
- seeking continuous improvement in the performance of the SLA.

9.2 The Parties shall meet virtually, unless agreed otherwise:

- **On an ad-hoc basis:** Can be called by either parties, as and when necessary for specific issues.

9.3 PEDW will chair and administer each ad-hoc meeting, record agreed action points

(what, why, how and by when) and other relevant points, and share them within two weeks after the relevant meeting.

9.4 The Parties shall suggest and jointly agree times/dates and attendees for each scheduled ad-hoc meeting.

9.5 9 PEDW or the Inspectorate may request an ad hoc meeting for a specific issue or issues by:

providing a concise description of the issue or issues, to include:

an issue statement, what it is and why it is an issue;

background to the issue;

options to resolve the issue;

recommendations;

arranging the time/date for the meeting and notifying those the Parties expect to attend;

recording action points (what, why, how and by when) and sharing them as soon as is practicable.

9.6 The agenda for each ad-hoc meeting can include:

- actions (satisfied/not satisfied) from last meeting;
- a discussion about casework statistics;
- financial report including profiling budgets for the remainder of the financial year
- what has and is going well and why;
- what has not and is not going well and why;
- actions to improve performance, what will improve, how, by when and who is responsible;
- the overall performance of the SLA;
- the SLA's fitness to achieve the outcomes;
- The Parties' current and future ability, individually and jointly, to perform the SLA.
- Any other issues that require discussion

10 Cost to supply

10.1 The chargeable day rate for this casework has been calculated taking account of a number of categories of cost:

1. Inspector costs – being salaries plus on-costs. This is derived by taking the total cost to the organisation of employing inspectors, split across casework

types, on the basis of the proportions of hours worked booked to those case types via timesheets.

2. Overheads and depreciation – being costs that are integral to the functioning of the organisation but are not directly related to casework such as the cost of the HR and finance functions. These are split across the organisation on the most appropriate basis for the type of cost. Where they are attributable to particular case types they are allocated directly, otherwise it will be on a reasonable basis such as headcount.

Inspector hours worked

Normal working day hours (7.4 hour)

10.2 The Inspectorate will use 7.4 hours as the length in hours in a normal working day. Where part days or days that exceed the normal working day hours are worked, the daily charge will be appropriately pro-rated.

For the avoidance of doubt all hours worked will be charged

Relevant normal working day rate £

10.3 The Inspectorate will formulate budget forecasts at the beginning of the financial year to set the years day rate.

Reimbursable expenses

10.4 The Inspectorate will recharge direct costs related to the casework such as travel and subsistence at cost.

10.5 Where practicable and relevant the Inspectorate will make decisions that minimise the impact of supplying the services on the environment, as their Environmental Policy¹

Additional expenses

10.6 The Inspectorate will not arrange the supply of any other additional goods and services they may require to supply the services for a specific case or cases. This could include, but isn't limited to, venues for hearings/inquiries, an independent programme officer and office space with relevant facilities, such as secure Wi-Fi, refreshments, toilets, photocopying.

Additional recoverable costs

10.7 If the Parties agree that the Inspectorate shall incur additional costs to supply the services because of, but not limited to:

- Changes to satisfy PEDW's specific requirements and preferences.
- Changes, and the timing of such, to PEDW guidance.
- Implementation of current (first time), revised or new legislation.

- The overall performance of the SLA.
- Variations to the SLA.

the Inspectorate will, before incurring such additional costs, propose a variation to the SLA to recover the additional costs from PEDW.

10.8 The Inspectorate will not supply the services in a way that would incur the additional costs, or at least not in the way they describe in a proposed variation, unless and until the Parties agree and sign off a relevant variation to the SLA.

11 Invoices and payments

11.1 The Inspectorate is becoming more reliant, with expectations to become even more so, on the income they earn through the supply of services (earned income) to pay for a growing percentage of their operating costs. Cashflow is important for their operational and financial health, therefore the Inspectorate will create and send invoices by applying the invoice triggers and thresholds below and in the SLA Summary.

Set-up and preparation invoice (initial and ongoing)

11.2 At the conclusion of the initial set-up and preparation the Inspectorate shall create and send an invoice for the costs the Parties agreed in the worksheet titled Set-Up and Preparation Costs from the SLA Summary.

Valid invoices (general)

11.3 The Inspectorate shall request the Finance Shared Services Division (FSSD) of DLUHC create invoices for un-invoiced work in progress in the shared SAP accounting software and email them as attachments to PEDW.

11.4 The Inspectorate intends each invoice to be valid and undisputed. A valid invoice for a case or cases:

- Is received by PEDW at PEDW.Casework@gov.wales
- Is for un-invoiced work in progress, reimbursable expenses and additional recoverable costs.
- References the:
 - SLA.
 - Relevant case(s).
 - PEDW valid Purchase Order.
- Includes the:
 - Period it relates to, that is the from and to date.
 - Cost of the services supplied.
 - Cost of the reimbursable expenses incurred.
 - Additional recoverable costs.

11.5 To dispute an invoice, PEDW shall notify the Inspectorate directly by email to

payables@planninginspectorate.gov.uk within three working days of PEDW having received it. The Inspectorate shall assume PEDW received an invoice on the date it was sent unless FSSD received an email by return to say otherwise. PEDW received an invoice on the date it was sent unless FSSD received an email by return to say otherwise.

- 11.6 If the Inspectorate receives a disputed invoice email directly from PEDW, they shall within three working days of its receipt, start to investigate, answer/clarify queries and if necessary, arrange for a revised or new invoice to be sent. The Inspectorate does not intend to supply copies of individual receipts to substantiate reimbursable expenses, however it will do its best to comply with any additional requests from PEDW.

Paying invoices (on time)

- 11.7 The Inspectorate shall expect PEDW to pay each valid and undisputed invoice received from the Inspectorate on time, that is within 10 working days of PEDW having received it.
- 11.8 PEDW shall not send any invoice received from the Inspectorate to any other organisation or person for them to pay, whatever the circumstances.

Not paying invoices (on time)

- 11.9 If PEDW experiences or anticipates circumstances that could or shall prevent it from paying an invoice(s) on time then PEDW shall, immediately on becoming aware of this, notify the Inspectorate's SLA Coordinator within three working days of an invoice's receipt.
- 11.10 If PEDW do not pay a valid and undisputed invoice received from the Inspectorate:
- Within 7 working days (on time), the Inspectorate's shared SAP accounting software shall automatically email a late payment notice to PEDW.Casework@gov.wales. Inspectorate can, at their discretion, from this point onwards postpone the supply of any of the services for any cases covered by the SLA until PEDW has paid the unpaid invoice(s).
 - After 21 calendar days, PEDW has not paid an overdue invoice, the shared SAP accounting software shall automatically email a late payment notice PEDW.Casework@gov.wales to escalate each non-payment to the SLA Coordinators.
 - After 35 calendar days, PEDW has not paid an overdue invoice, the shared SAP accounting software shall automatically email a late payment notice to PEDW.Casework@gov.wales to escalate each non-payment to the SLA Coordinators and the SLA Signatories.
- 11.11 If the Inspectorate postpones the supply of services, it is likely they shall, for the case(s) this affects, re-allocate and re-schedule them with the same or

another Inspector, and agree when to start or recommence supplying the services.

Invoice triggers and thresholds (cases)

- a. The trigger the Inspectorate shall use to start creating an invoice(s) for un-invoiced work in progress is when a threshold is satisfied by:
 - the cost of un-invoiced work in progress;
 - the prevailing circumstances of a case or cases.

The Inspectorate shall determine the threshold for each type of case to balance cashflow with minimising the number of invoice/payment transactions, that is to have no more than necessary. The thresholds shall be when:

- The cost of un-invoiced work in progress is equal to or more than a specific monetary amount (see SLA Summary) for:
 - a case, with potentially different amounts for different types of case and procedures;
 - all or some cases, at the Inspectorate's discretion prior to the end of a financial year, after having consulted PEDW.
- The Inspectorate has completed a discrete stage of a case that comprises multiple stages over a lengthy period.
- The Inspectorate has stopped supplying or cannot supply services for a case because:
 - they have:
 - issued a decision, on PEDW's behalf, and have closed the case;
 - shared a recommendation with PEDW and have closed the case, after having clarified any queries or considered any new relevant and valid evidence;
 - there has been no meaningful activity for at least three months and there is no prospect of any future meaningful activity within the next two months;
 - PEDW have withdrawn or paused it.
- The SLA ends, regardless of why.

12 Transfer of responsibilities

If at the finish or on termination of the SLA PEDW requires a different organisation to supply the same services, the Inspectorate shall, at PEDW's request, co-operate with the transfer of responsibilities. The Inspectorate will use reasonable endeavours, where able and permitted, to cooperate in giving advice and supplying relevant records, but only to the extent that:

- this does not disrupt the Inspectorate's operations and operational

performance;

- the Inspectorate receives PEDW's request to cooperate with no less than six-months' notice to the transfer of responsibilities;
- the Inspectorate can, at their discretion, invoice the actual cost they incur to cooperate on a full cost recovery basis.

13 Confidentiality

The Parties shall treat all information that relates to the SLA and the services the Inspectorate supply as confidential, subject to statutory requirements and any data sharing agreement. The Parties shall not communicate or disclose to a third party any information relating to each other that they obtain through the performance of the SLA, without first notifying each other and considering any concerns raised, unless legally required to do so.

14 Data sharing

14.1 The Parties will meet the SLA in a manner that complies with these separate but accompanying documents:

Annex A Data Sharing Agreement (DSA) between PEDW and the Inspectorate
Annex B DSA Schedule

14.2 The Parties will maintain and review the above documents as agreed in each document.

15 SLA Signatories and Co-ordinators

When the SLA Signatories sign the SLA, they must do so with the intention and reasonable expectation that everyone with an interest, involvement and influence will work collaboratively, to meet the SLA. This is a joint undertaking, something to perform together to achieve the Outcomes.

To govern the performance of the SLA the Parties must each appoint an:

- **SLA Signatory:** a named individual jointly responsible with the other Signatory for the overall performance of the SLA, including variations, Appendix and resolving issues.
- **SLA Co-ordinator:** a named individual responsible for the management of day-to-day operational, administrative and transactional performance of the SLA on behalf of their organisation.

The Planning Inspectorate

SLA Signatory	Graham Stallwood Chief Operating Officer 0303 444 5000 Graham.Stallwood@planninginspectorate.gov.uk
SLA Coordinator	Simon Rogerson Operations Manager 0303 444 5510 simon.rogerson@planninginspectorate.gov.uk

The Planning and Environment Decisions Wales

SLA Signatory	Vicky Robinson Chief Planning Inspector 03000 251 293 PEDW.CPI@gov.wales
SLA Coordinator	Isabel Nethell Head of Operations 03000 252 245 Isabel.Nethell@gov.wales

The appointed Signatories will sign the SLA by the exchange of emails and the date of the last signature will signify the start of the SLA. No other form of acknowledgement shall be accepted.

By signing electronically (by exchange of emails) you commit **the Planning Inspectorate** to perform the SLA in the spirit intended, with particular emphasis on, *'ensuring that everyone associated with the SLA does their best to perform all aspects of the SLA to the best of their ability'*.

Signature: _____
Graham Stallwood

Date: _____
12 November 2024

By signing electronically (by exchange of emails) you commit **the Planning and**

Environment Decisions Wales to perform the SLA in the spirit intended, with particular emphasis on, *‘ensuring that everyone associated with the SLA does their best to perform all aspects of the SLA to the best of their ability’*.

Signature

Vicky Robinson

Date:

13 November 2024

Appendix A – Record of variations

Variation ref.	Originator initials & date	Location, description, purpose and intended impact (operational and commercial)	Each party initials & date
V1	LS 02/07/2025	Updated relevant normal working day rate for FY25/26	VR 02.07.25