Department for Communities and Local Government

Renegotiation of Section 106 planning obligations

Impact assessment

August, 2012
Department for Communities and Local Government

This document/publication is also available on our website at www.communities.gov.uk

Any enquiries regarding this document/publication should be sent to us at:

Department for Communities and Local Government
Eland House
Bressenden Place
London
SW1E 5DU
Telephone: 030 3444 0000

August, 2012

ISBN: 978-1-4098-3376-5

Title: Changes to the time limits for renegotiation of Section 106 planning obligations. **IA No:** **Lead department or agency:** Department for Communities and Local Government **Other departments or agencies:** No.10, Treasury, Business, Innovation and Skills	Impact Assessment (IA) **Date:** August 2012 **Stage:** Consultation **Source of intervention:** Domestic **Type of measure:** Secondary legislation **Contact for enquiries**: william.richardson@communities.gsi.gov.uk

Summary: Intervention and Options

RPC Opinion: Amber

Cost of Preferred (or more likely) Option				
Total Net Present Value	**Business Net Present Value**	**Net cost to business per year** (EANCB on 2009 prices)	**In scope of One-In, One-Out?**	**Measure qualifies as**
£m	£m	£m	Yes	Out

What is the problem under consideration? Why is government intervention necessary?

Section 106 planning obligations provide a mechanism for mitigating the impact of new developments and for securing developer contributions, for example towards affordable housing provision. As part of the Government's growth strategy and in parallel with the housing strategy, we are considering the impact of section 106 planning obligations. Currently 1,411 housing schemes of over 10 units (totalling 75 534 units) with planning consent are on hold. Development is stalled for a range of reasons but current market conditions, plus uncertainty over future market conditions, has affected development viability. Some section 106 agreements negotiated in more buoyant times will no longer be viable.

What are the policy objectives and the intended effects?

The objective is to unlock stalled housing schemes by encouraging developers to ask for renegotiation of section 106 agreements where these may be hampering site viability - for example, agreements that were agreed in more bouyant economic conditions so that development can proceed by making it viable. Currently developers can only formally request negotiation after 5 years, but powers exist for the Government to change this period - and the intention is to change this for obligations entered into on or prior to 6 April 2010. This date reflects obligations entered into during differing economic conditions, and before new rules on planning obligations came into effect.

What policy options have been considered, including any alternatives to regulation? Please justify preferred option (further details in Evidence Base)

Do nothing - maintain the current rules that allow developers to ask for renegotiation of planning obligations after a 5 year period.

Option 1 - reduce the 5 year period to 2 years on a permanent basis, and apply this retrospectively.

Option 2 - reduce the 5 year period to a minimum of 2 ½ years on a temporary basis and only for obligations agreed before April 2010

Preferred option is Option 2, as this would capture obligations agreed under better market conditions and before changes to section 106 operation were brought in alongside the Community Infrastructure Levy.

Will the policy be reviewed? It will/will not be reviewed. **If applicable, set review date:** Month/Year

Does implementation go beyond minimum EU requirements?			Yes / No / N/A		
Are any of these organisations in scope? If Micros not exempted set out reason in Evidence Base.	**Micro** Yes/No	**< 20** Yes/No	**Small** Yes/No	**Medium** Yes/No	**Large** Yes/No
What is the CO_2 equivalent change in greenhouse gas emissions? (Million tonnes CO_2 equivalent)			**Traded:**	**Non-traded:**	

I have read the Impact Assessment and I am satisfied that, given the available evidence, it represents a reasonable view of the likely costs, benefits and impact of the leading options.

Signed by the responsible SELECT SIGNATORY: ..... Date: .....

Summary: Analysis & Evidence

Policy Option 2

Description: reduce the 5 year period to 2 years on a temporary basis and only for obligations agreed before April 2010.

FULL ECONOMIC ASSESSMENT

Price Base Year	PV Base Year	Time Period Years	Net Benefit (Present Value (PV)) (£m)		
			Low: Optional	**High:** Optional	**Best Estimate:**

COSTS (£m)	Total Transition (Constant Price)	Years	Average Annual (excl. Transition) (Constant Price)	Total Cost (Present Value)
Low	Optional		Optional	**Optional**
High	Optional		Optional	**Optional**
Best Estimate				

Description and scale of key monetised costs by 'main affected groups'

There will be an administrative cost for local authorities if the policy change encourages developers to ask for renegotiation of section 106 agreements. Developers will also incur a cost, although this would be their choice and the decision would be taken based on whether the benefit of securing planning permission on more favourable terms outweights the cost of handling the negotiation. The Planning Inspectorate will also incur a cost if the number of appeals rises.

Other key non-monetised costs by 'main affected groups'

There could be a perception that some expected benefits from original section 106 obligations are lost. However this needs to be considered against the benefits of unlocking stalled development now as opposed to having no development with no community benefits or regeneration at all.

BENEFITS (£m)	Total Transition (Constant Price)	Years	Average Annual (excl. Transition) (Constant Price)	Total Benefit (Present Value)
Low	Optional		Optional	**Optional**
High	Optional		Optional	**Optional**
Best Estimate				

Description and scale of key monetised benefits by 'main affected groups'

The benefits of this approach would be the potential unlocking of development (bringing benefits to both developers and local areas), and a reduction in stalled developments with the associated economic benefits that this would bring. The scale of the benefit is dependent on the number of successful renegotiations - currently there are1411 housing schemes of over 10 units (totalling 75 534 units) with planning consent 'on hold' (as at June2012) .

Other key non-monetised benefits by 'main affected groups'

Key assumptions/sensitivities/risks **Discount rate (%)**

- we consider that the change will encourage developers to bring forward key sites for renegotiation, where the original section 106 obligation was agreed under more bouyant market conditions.
- the key area for renegotiation will be affordable housing contributions, which will unlock development which otherwise may never go ahead.
- renegotiation on other areas (education, transport, environmental mitigations) is only likely to be considered in light of scheme requirements.

BUSINESS ASSESSMENT (Option 1)

Direct impact on business (Equivalent Annual) £m:			In scope of OIOO?	Measure qualifies as
Costs:	**Benefits:**	**Net:**	Yes	Out

Evidence Base (for summary sheets)

Problem under consideration

Section 106 agreements are private agreements made between local authorities and developers and can be attached to a planning permission to make acceptable development which would otherwise be unacceptable in planning terms. Such obligations can prescribe the nature of development (for example, requiring a given portion of development of housing is affordable), compensate for loss or damage created by a development (for example, loss of open space), or mitigate a development's impact (for example, through increased public transport provision).

Obligations agreed through section 106 represent a significant transfer of resources from developers to local authorities and others. Research by the University of Sheffield shows that in 2007/08 the value of such agreements was £4.9bn.[1] This represents an increase of 24% compared to the same researchers' estimates of obligations agreed in 2005/06 (£4bn), which in turn was an increase (of 57%) compared to the estimated value of agreements in 2003/04 – the first such estimates – of £1.9bn.

As well as the value, the total number of planning agreements has increased over time, from on average of around 25 per authority in 2003/04 to on average around 30 per authority in 2007/08. The table below shows the proportion of planning applications, by type, that have an agreement attached:

Table 2.3 **Proportions of Non-householder Planning Permissions Granted**

	2003-04	*2005-06*	*2007-08*
Major Developments			
Dwellings	40.00	47.73	50.91
Offices / R&D / light industry	20.40	27.11	19.84
General industry / storage	12.00	10.78	11.21
Retail, distribution etc	21.40	31.97	33.92
All other major development	7.50	16.09	13.58
Minor Developments			
Dwellings	9.20	7.17	9.43
Offices / R&D / light industry	2.60	1.95	3.66
General industry / storage	0.90	0.95	2.33
Retail, distribution etc	1.80	0.84	2.24
All other minor developments	1.80	0.50	1.18
All Developments			
All Dwellings	13.90	13.53	14.44
All Offices / R&D etc	5.80	6.77	7.28
All General industry etc	3.40	3.64	4.80
All Retail, distribution etc	3.70	2.84	3.82
All other development	2.30	1.51	2.16
Percentage of All Permissions with Agreements	6.90	6.36	7.15

Looking at residential schemes by size, 90%+ of sites with more than 50 units have a planning obligation agreed.

[1] Crook et al (2010), The incidence, value and and delivery of planning obligations in England in 2007/08: http://www.communities.gov.uk/publications/planningandbuilding/planningobligationsreport

Table 2.4 **Planning Agreements by Size Category of Residential Development**							
	0-15 Units	*16-24 Units*	*25-49 Units*	*50-99 Units*	*100-999 Units*	*Over 1,000 Units*	*Total*
Number of Planning Agreements in each size category	2303	389	289	179	212	13	3385
Percentage of Planning Agreements in each size category	68.0%	11.5%	8.5%	5.3%	6.3%	0.4%	100.0%
Estimated Percentage of Developments with an Agreement by size category	46%	83%	87%	90%	93%	96%	

For those sites where an obligation is agreed, the value of the obligation can play a significant role in determining the site economics. In 2007/08 the average value of direct payments per obligation was £61,000. However, this masks variation between sites and by type of obligation. For example, in 2007/08 the average value per obligation for those obligations that contributed towards affordable housing was £592,000.

Table 3.5 **Average Value of Each Direct Payment Obligation**				
Type of obligation	*2003-04*	*2005-06*	*2007-08*	*Difference 2007-08 and 2005-06*
Affordable Housing	£249,314	£370,232	£591,949	£221,717
Open Space	£24,731	£44,647	£33,390	-£11,257
Transport and Travel	£83,125	£76,223	£75,161	-£1,062
Community and Leisure	£58,811	£32,428	£67,649	£35,221
Education	£117,732	£83,687	£162,236	£78,549
Other	£23,159	£27,025	£11,363	-£15,662
Total	**£61,534**	**£58,180**	**£61,192**	**£3,012**

The incidence of planning obligations ultimately rests with land-owners, even though it is paid by developers. This is because housing developers are 'price-takers', with the supply of new housing each year representing less than 10% of the total supply of housing units transacted (the bulk coming from the existing stock). The result is that additional costs, such as planning obligations, cannot be easily passed forward to the final consumer of new dwellings and therefore instead must be passed back to land-owners.

This is important in understanding the mechanism through which planning obligations – and other costs – may impact on site viability. Other things being equal, higher land-values are more able to absorb additional costs without adversely affecting site viability. But as land-values decline, as they did following the housing market downturn, viability is now likely to be threatened in more sites. The extent of this will vary by site and according to the specific local housing market circumstances and, potentially, the nature, timing and value of any planning obligations.

According to statistics from Glenigan, 1411 housing schemes of over 10 units (totalling 75 534 units) with planning consent are 'on hold' (as at June 2012).[2] Development is stalled for a range of reasons but current market conditions, plus uncertainty over future market conditions, has affected development viability. Some section 106 agreements negotiated in more buoyant times will no longer be viable and could be preventing development from proceeding in a number of these schemes. Although evidence from 2007/08 will only begin to capture the impact of the housing market down-turn, the table below provides evidence from local authorities on the main reasons for making changes to planning agreements; it shows that in 2007/08 the number one ranked reason cited was "changes to land values and property prices". At the time, 1/3 of those surveyed who cited this reason for changing an agreement said it was to reduce the value of the agreement – indicating the early signs of the impact of falling land values.

[2] Source: Homes and Communities Agency (HCA) and Glenigan

Table 4.5 Ranking of the main reasons for any changes between 2005-06 and 2007-08 in the number and value of planning agreements

Reason	Rank 2005-06[a]	Percentage Ranking Factor as the Most Important 2007-08[b]	Rank 2007-08[a]	Percent Positive Effect	Percent Negative Effect
a) Changes to land values and property prices	5	45%	1	41	33
f) Employment of a local authority S106 Officer	8	27%	2	64	3
b) Introduction of standard charges and formulae as set out in Circular 05/05 "Planning Obligations"	4	10%	3	54	6
g) Introduction of new policy or supplementary guidance within your authority	2	7%	4	66	5
e) Changes in the skill and experience of developers, landowners and their agents	7	2%	5	38	23
d) Changes in the skill and experience of local authority staff	1	2%	6	50	6
c) Other Government guidance such as the Planning Obligations Practice Guide and model agreements	6	7%	7	63	4
h) Changing developer/landowner attitudes towards S106 contributions	3	0%	8	50	18

Notes: (a) Overall rank determined by the average rating over all respondents;
(b) Percentage of respondents that ranked reason as the most important. Some respondents chose more than one reason as the most important so percentage exceeds 100.
Source: survey sample.

Rationale for intervention

Nationally, just 106,000 new housing units were completed in 2010-11.[3] The Government has already taken action to support house-builders during the down-turn and believes that changes to allow for renegotiation of section 106 agreements to take place sooner may, at the margin, be of benefit to some sites currently on-hold.

The current policy position on renegotiation of obligations does not take account of the significant changes in market conditions which have occurred in recent years. We have sought, via a Chief Planner letter of March 2011, to encourage all Local Planning Authorities to reconsider planning obligations voluntarily where this could help bring forward development. It is clear that not all authorities have pro-actively done so.

Other policy responses are therefore required, and **we have decided to introduce a change that will allow developers to apply for the renegotiation of section 106 agreements after a shorter period– but only where planning permission was granted on or before 6 April 2010.** Of the 1411 sites (75 534 units) on hold as at June 2012, 52% were granted planning permission prior to 6th April 2010, and 62% of all units predate April 2010**.**

Legislation allows section 106 agreements to be modified only by mutual agreement until the agreement is 5 years old. After 5 years, the developer may formally require the Local Authority to reconsider the obligation and may appeal to the Secretary of State. This is a little used provision and The Planning Inspectorate heard only 15 such cases last year.

Policy objective

The objective is to unlock stalled development by allowing and encouraging developers to renegotiate planning obligations agreed where doing so may improve the viability of their sites and therefore allow currently stalled development to proceed.

[3] DCLG Live Table 209: http://www.communities.gov.uk/documents/housing/xls/1473507.xls

Description of options considered (including do nothing)

Do nothing – maintain the current rules that allow developers to ask for renegotiation of planning obligations after a 5 year period.

Pros – this would provide some certainty to communities that original obligations would provide the intended benefits in planning terms. There would be no additional costs to local authorities who have to renegotiate

Cons – there would be no impact on stalled developments and no power to challenge resistant local authorities to renegotiate, putting many schemes and the associated obligations in jeopardy and very unlikely to be delivered at all.

Option 1 - reduce the 5 year period to 2 years on a permanent basis, and apply this retrospectively.

Pros - modifications could be more closely aligned with changes in circumstances and would ensure local planning authorities had to consider new circumstances. This may reduce stalled development.

A shorter prescribed period would incentivise local planning authorities to consider modifications by mutual agreement at an earlier stage.

Cons – renegotiation is likely to focus on affordable housing provision, as it is this element that makes up the bulk of section 106 agreements. Where agreement can be reached on a lower amount of provision, this could be perceived as a reduction in the amount that the section 106 originally provided. However, this must be balanced against the fact that a number of section 106 agreements agreed prior to April 2010 may never come forward, and therefore we are unlocking development based on current market conditions.

Most consents granted after April 2010 should be following statutory tests and there should be little room for reconsideration on most elements. A lower prescribed period on all future consents could imply that there is more flex in the system than there actually is, encouraging frivolous appeals from developers, and unnecessarily threatening the certainty provided by the current arrangements.

Option 2 - reduce the 5 year period to 2 years for obligations agreed before April 2010.

Pros - tackles the particular problem of currently stalled schemes whilst reassuring LAs /communities/infrastructure providers on future section 106 agreements.

Cons - does not future-proof the regulations but with section 106 operating in scaled back form, alongside the Community Infrastructure Levy, section 106 agreements should not be subject to same variance in the future.

Monetised and non-monetised costs and benefits of each option (including administrative burden)

The following parties will potentially be affected by the changes proposed, although the scale of the impact will vary on a site by site basis:

Developers

- Costs: the costs of renegotiating, although these will be incurred voluntarily (i.e. the developer decides to renegotiate and will only do so where they assess the benefits of the renegotiation are likely to outweigh the costs).
- Benefits: will potentially benefit from any renegotiated agreements that make their sites more viable and allow currently stalled sites to proceed. Any reduction in obligations represents a transfer from the local planning authority to the developer.

Local planning authorities

- Costs: (1) will potentially incur costs of renegotiating agreements. (2) To the extent that such negotiations result in reduced obligations agreed then there will be a transfer from the local planning authority to the developer of the value of the reduced obligation agreed (not necessarily 'delivered' – see benefits).
- Benefits: (1) where a site is currently stalled and a renegotiation leads to it proceeding, the local planning authority will gain from the economic benefits associated with that development as well as from any remaining obligations which can now be delivered as a result of the renegotiation. (2) In the case of housing developments, the authority will also benefit from additional New Homes Bonus payments where an otherwise stalled site goes-ahead.

Planning Inspectorate (PINS)

- appeals under section 106A only account for 15 Planning Inspectorate cases per year. The proposed change will result in some uplift in casework for the Planning Inspectorate. However, this has been assessed as manageable by the Planning Inspectorate.

'Do nothing' – would mean no extra costs to local authorities in having to renegotiate planning obligations. However, it may mean that a number of developments – especially larger ones that are on the margins of viability – would not be unlocked meaning that the economic benefits would not be realised.

'Option 1' – a permanent 2 year change would bring permanent additional costs onto local authorities. Those authorities may also have to open up renegotiations on obligations agreed under new rules on section 106 that came in after 2010, which they would see as unnecessary because those obligations should reflect the new statutory tests. There would be economic benefits in the short to medium term as obligations agreed prior to April 2010 are renegotiated, but the impact of the provision would diminish as more recent planning obligations, agreed under the statutory tests and in current economic conditions come under scrutiny – renegotiating these more recent obligations should be largely unnecessary.

'Option 2'

There would be a temporary additional cost to local authorities where a developer decided to renegotiate on those obligations that were agreed before new statutory tests were brought in and where sites are currently stalled (c 730 sites). This cost is the transaction costs involved in renegotiation.

The benefits of this approach would be the potential unlocking of development, and a reduction in stalled developments with the associated economic benefits that this would bring. Specifically, developers would benefit from improved site viability and development proceeding where it might otherwise remain stalled. To the extent that such a renegotiation leads to a reduced obligation then there will be a transfer from local authorities to developers (equal to the value of the reduced element of the agreement). However, for stalled sites the original obligation may not have been delivered at all, or may have been delayed until market conditions recovered. So the benefit, potentially, to the local authority is the delivery of some of the agreed obligation which otherwise might not have gone ahead.

The scale of this benefit is difficult to estimate in advance. It will depend on the following factors:

- the total number of potential sites affected by the change; the data cited above suggest this to be around 730 sites;
- the number of sites where renegotiation of previously agreed planning obligations takes place;
- the extent to which the renegotiation results in a reduction in the original obligation. As cited above, the average value of direct payments per obligation in 2007/08 was around £61,000 but where such obligations related to the affordable housing the average value per obligation was far higher at around £590,000.

It is likely that there is most scope for renegotiation on affordable housing agreements (see risks and assumptions section below). By way of simple illustration, if an individual stalled site had an agreement for affordable housing equal to the 2007/08 average size of affordable housing agreement (£590,000) which was agreed in line with a local authority target of 50% affordable housing which was subsequently renegotiated to achieve, say, 25% affordable housing and the value of the agreement reduced proportionately, the developers would see their agreed obligation reduced to £295,000. If the negotiation led to a site that might otherwise not have been developed to go ahead then the benefit to the local authority is the value of the new agreement to be delivered, plus the wider economic benefits associated with the development.

Rationale and evidence that justify the level of analysis used in the IA (proportionality approach)

This is a consultation stage Impact Assessment which seeks to set out the broad rationale for the proposed change, and give a sense of the number of sites that could potentially make use of the proposed changes to the rules. The extent to which any developer may decide to act based on the change is difficult to predict in advance as it will depend on the site by site economics. At this stage the Impact Assessment seeks views and evidence on the extent to which the proposed change may be used.

Risks and assumptions

One of the key underlying assumptions is that a change to the time limit for renegotiation of planning obligations will prompt developers with currently stalled sites to come forward and that those renegotiations will be successful in unlocking stalled developments.

Our assumption on the key areas for renegotiation is that the level of flexibility will depend on local plan policies and will differ by authority. Obligations such as transport, education and environmental mitigations, including open space, are less likely to have a great deal of flexibility, as they are generally subject to firm local plan requirements. These areas also represent a lower proportion of overall costs of obligations than affordable housing.

Local plan policies on affordable housing are often subject to viability. It is likely that affordable housing would be considered in negotiations. A concern will be that renegotiation of section 106 obligations will see a reduction in affordable housing. However, our view is that bringing forward stalled development will ensure delivery of some affordable housing which would otherwise not be delivered. The benefits of unlocking development outweigh the potential costs.

Our assumptions on each of the key areas of obligations are that:

- affordable housing contributions may be relaxed, based on whether there is flexibility in development plan policies. On larger schemes, it may be possible for renegotiation to shift the delivery of affordable housing into later phases of development, and/or to introduce cascade agreements that require more affordable housing when profits increase, or a decreased amount when the economy is weaker.

- the provision of environmental mitigations, open space and transport are subject to firm local policy requirements, and are less likely to feature heavily in negotiations. They are seen as essential in planning terms, and a priority in terms of mitigation of the impact of development.

There is a risk local authorities and developers will not be able to reach agreement through renegotiation. In these circumstances the Planning Inspectorate would be asked to decide, and would base their decisions on development plan policies and national policy direction.

Direct costs and benefits to business calculations (following OIOO methodology)

This measure constitutes an ‘out’ as it allows developers to renegotiate an agreement so as to make that agreement more viable. The extent of the ‘out’ will depend on how many developers take up the

opportunity to renegotiate and the degree to which each negotiation results in a site currently stalled going ahead.

Wider impacts

- small business – statistics from Glenigans show that the largest number of housing schemes are in the category of 15 units or less. Just under half of these have a planning obligation attached. Therefore there will be a positive impact on small or medium sized firms, as there will be a high number of opportunities for renegotiation of planning obligations. The cost of doing so may be more noticeable in smaller firms, but this will essentially be staff time to take forward the discussions with the local authority and any subsequent appeal. Some firms may emply planning consultants to carry out the negotiations or provide advice on terms of the negotiations. Business will take a view as to whether the cost of and risk negotiation is worthwhile.

- competition – every firm affected by a section 106 obligation will have the same opportunity to ask for renegotiation. Firms who are successful at renegotiation may have a competitive advantage against those that don't, although we expect there to be a level playing field by local authority area, with decisions showing a high degree of consistency. The role of the Planning Inspectorate will be important in ensuring consistency of decision making. Firms who find it harder to compete in one local authority area over another, may decide to seek opportunities in other authority areas – meaning that local authorities would lost out on any economic benefits that development brings.

- other Government Departments – section 106 obligations deliver a range of outcomes linked to other Government Departments areas. Key areas will be transport infrastructure, provision of education, and environmental mitigations. Our analysis and assumptions expect that the key area of renegotiation will be affordable housing – not transport, education or environmental mitigations – and therefore that the impact on other Government Department policy areas will be minimal, and ultimately beneficial because the aim is to deliver growth on schemes that might otherwise not happen – with a cut of date of April 2010.

- social wellbeing / health - encouraging development to go ahead will bring positive benefits to areas in terms of economic growth and jobs. We do no anticipate any negative impacts to social wellbeing or health – in particular because the principle of planning permission will already have been given and considerations about the impact on areas taken by the local authority.

- crime – we do not anticipate renegotiations to focus on measures to reduce crime, as it is unlikely that specific measures are included in S106 obligations. Crime reduction on new housing estates is linked more closely to design and layout of schemes.

- community cohesion – community and leisure benefits are a feature of section 106 negotiations. Similarly to education, transport and environmental mitigations, we do not expect these to feature heavily in renegotiations, as it will be these areas that local areas and communities want to protect. There will be firm policies on these in local plans.

- rural/urban – developers operating in all areas will be able to ask for renegotiation. This policy change will not favour one area or type of areas over another.

- human rights – we do not see any difficulties with this policy change

- greenhouse gas/climate – this policy change applies to planning permission already granted, which will be in line with national and local policies on climate change. Negotiations on section 106 terms should not impact positively or negatively.

Summary and preferred option with description of implementation plan.

The Government, through the Housing Strategy, the Growth Review and the National Planning Policy Framework, wants to ensure that stalled developments are given every opportunity to get going. The Government intends to do so by allowing earlier negotiations on planning obligations than is currently allowed by law. It wants to do so only for those negotiations agreed prior to April 2010, as this period predates the introduction of new statutory tests on planning obligations and should capture those stalled developments most affected by the housing market downturn.

Consultation stage questions

1. do respondents consider that a reduction in the amount of time before formal renegotiation on section 106 agreements could happen on applications agreed on or before 1 April 2010 would help unlock stalled sites?

2. are section 106 obligations a clear factor in stalling development, and would a policy change encourage developers to request renegotiation?

3. would local authorities treat requests for renegotiation favourably, and what would be the basis for doing so (development plan policies for example)?

4. are our assumptions on the key areas of renegotiation (identified above) correct?