

London Borough of Hammersmith & Fulham
Planning Division, Transport and Technical Services
Hammersmith Town Hall Extension, King Street, London W6 9JU
Tel: 020 8753 1081
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DRAFT
Householder Planning Package Form

Please use this form to sign up for the Householder Planning Package.

You will need to supply: -

- (i) This form completed
- (ii) Supporting sketches, or drawings that you want us to comment on; and
- (iii) A contact telephone number for us to take the first payment over the phone. The second payment (£172) will need to be made at the time that you make your planning application, this being the statutory planning application fee.

Email the information to planning@lbhf.gov.uk

Site Address _____

Proposed Development _____

Applicant _____

Applicant Email Address _____

Applicant Address _____

Agent _____

Agent Email Address _____

Agent Address

List of Plans Supplied

Declaration

By submitting this form I agree to be bound by the terms and conditions of the Householder Planning Package Scheme; supply the information in support of my submission as publicised on the Council's Website and agree to make the payment of £378 to the Council for this Service.

Signed _____ **Dated** _____

Payment Details

Name of contact _____

Telephone Number _____

Information to be Submitted in Support of the Householder Planning Package

To get the most out of the Householder Planning Package, when you submit the Householder Planning Package form it should be accompanied by: -

Site Location Plan, identifying the site;

Existing Plans and Elevations;

Proposed Plans and Elevations; and

If any supporting statements are required to be submitted with the application when it is submitted, such as a subterranean Construction Method Statement, then drafts of these should also be submitted.

Please remember the more accurate information you give us at that stage, the more accurate guidance and support we can give in return.

What Happens, When, with the Householder Planning Package?

	Action Carried out by LBHF	Action Needed by You
Week 1	Pre application compliance check	Make any necessary amendments to the scheme
		Confirm the date that you will submit your application
Once you have received your pre-application advice, if you need time to consider issues, or prepare amended plans, you can 'stop the clock' and restart it when you are ready.		
Week 2	Validate the application and contact you to confirm this	Submit your application on agreed date
	Send out neighbour letters	
	Carry out other consultations	
Week 3	Consultation period	No action required
	Consideration of the application	
Week 4	Consultation period	No action required
	Consideration of the application and consultation responses.	
Week 5	Consultation period	No action required
	Being to draft officer's report	
Week 6	Finalise officer report and sign off	No action required
	Issue decision notice	

Householder Planning Package – Terms and Conditions

- | | | | |
|-----|--|------|---|
| 1.1 | This is a formal agreement entered into by LBHF of (hereinafter called LBHF) and the named applicant (hereinafter called the Applicant) on the date that the submission and payment is received. | | application in as speedy and timely manner, keeping the Applicant informed of the intended course of actions to bring the matter to a conclusion. |
| 1.2 | LBHF is the Local Planning Authority (LPA) for development falling within the area in which the site is located. | 1.10 | This agreement will not fetter LBHF in exercising its statutory duties. It will not prejudice the outcome of the Planning Applications or the impartiality of the Local Authority. All such rights powers obligations and duties shall in relation to the Land be enforceable and exercisable by LBHF as local planning authority as fully and freely as if this Agreement had not been entered into. |
| 1.3 | The Applicant seeks to enter into formal pre-application discussions with LBHF regarding the proposed development of the site. The Applicant intends in due course to submit a planning application, for the development described. | 1.11 | This agreement will not restrict or inhibit the Applicant from exercising the right of appeal under Section 78 of the Town and Country Planning Act 1990 (as amended). |
| 1.4 | This Planning Performance Agreement (Otherwise known as the Householder Planning package) is made pursuant to the powers contained within section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, section 93 of the Local Government Act 2003 and section 1 of the Localism Act 2011. | 1.12 | No provision within this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999. |
| 1.5 | The Parties desire and have agreed to work together and this Planning Performance Agreement (PPA) provides a proposed programme for the pre-application process in order that the proposals are processed in a timely manner It provides a project management framework and timetable to complete the various stages of the whole process. | 1.13 | The Council makes no representations nor any warranties in respect of the work undertaken pursuant to the terms of this Agreement and shall not be liable for any act of negligence, misrepresentation or any other form of tortious conduct carried out pursuant to the Agreement and shall not be liable for any failure to exercise skill and care under the terms of this Agreement or any other breach of the terms of this Agreement. |
| 1.7 | The Applicant and LBHF have agreed to enter into a PPA to cover both the pre-application and planning application stages. The fees chargeable under the terms of this Agreement relate solely to that part of the work that relates to the pre-application work and the additional work that falls outside the scope of the normal work required for the processing of applications paid for by the relevant statutory fees. | 1.14 | In the event that the Applicant is dissatisfied with any part of the service provided by LBHF the Applicant shall in the first instance raise the concerns in writing to the Council's Head of Development Management who shall seek to resolve the issues and if the issues cannot be resolved then the Applicant shall use the Council's internal complaints process. |
| 1.8 | Both parties agree that LBHF shall not be under any obligation to include the existence or performance against this agreement in any published report. | 1.15 | If any dispute arises out of the interpretation and application of this Agreement it shall be dealt with under the Council's complaints procedure. |
| 1.9 | This PPA anticipates a timetable for determination not later than 5 weeks from the date of registration of the planning application (which follows the pre-application submission.) in the event that the planning application is not determined within a period 5 weeks of the date of registration LBHF will make all reasonable endeavours to determine the | 2. | TERM |
| | | 2.1 | This agreement will come into force on the date of this Agreement and shall remain in force until the earlier of; (i) a date a planning decision is issued; or (ii) the Applicant submits an appeal under Section 78 of the Town and Country Planning Act |

1990 in relation to the applications (for whatever reason);

3. JOINT WORKING

3.1 All Parties shall act with the utmost fairness and good faith towards each other in respect of all matters in respect of the handling of the Planning Applications and to work jointly with each other in complying with their respective obligations under this Agreement.

4. FEES

4.1 In consideration of the supply of the service the Applicant agrees to pay to LBHF an initial payment of £378 on entering into this agreement to assist the Local Authority in providing the level of service required to meet its obligations.

4.2 This fee is in addition to the application fees payable under the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations 2008. The application fee will be payable at the time the application is made.

5. BREACH AND TERMINATION

5.1 If any party shall commit any breach of its obligations under this agreement and shall not remedy the breach within 10 working days (or other time period) of written notice from the other party to do so, then the other party may notify the party in breach that it wishes to terminate this agreement forthwith and the agreement shall be terminated immediately upon the giving of written notice to this effect to the party in breach provided always the breach is within the control of the party that is in breach and is capable of being remedied.