

DATED

5 April

2023

**(1) RICHARD LIPSITZ and
AMY CAROLINE SARAH GUNNING**

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

AGREEMENT
relating to land known as

76 LAWN ROAD, LONDON NW3 2XB

pursuant to
**Section 106 of the Town and Country Planning Act 1990 (as amended);
s278 of the Highways Act 1980**

**Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011**

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP
Tel: 020 7974 1918

CLS/COM/LMM/S106 AGREEMENTS/LAWN ROAD 76 (HC)
s106 FINAL 29.03.23

THIS AGREEMENT is made the 5th day of April 2023

BETWEEN:

- A. **RICHARD LIPSITZ and AMY CAROLINE SARAH GUNNING** of 76 Lawn Road, London NW3 2XB (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN15930.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 31 August 2021 and the Council resolved to grant permission conditionally under reference number 2021/4221/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Development"	alterations to front boundary, including fell and removal of 1 Sycamore tree, partial demolition and rebuilding of wall, widening of southern driveway and crossover, re-landscaping of northern driveway to steps, and re-location of on-street parking bay as shown on drawing numbers:- Design and Access Statement Ref: 20007_RP_210714 (dated August 2021); AGB Arboricultural Impact Assessment Ref: P3430.1.3 (dated 25 August 2021); Artemis Tree Services Decay Detection Ref: DD-24430 (dated 11 May 2022); Jampel Davison & Bell Consulting Engineers Structural Appraisal of front wall Report Ref: R11438 (dated 27 July 2021); TTP Consulting Transport Statement Ref: R01-DF (dated 06 August 2021); Liz Lake Associates Replacement Tree Management Plan Ref: 2667-LLA-ZZ-GF-RP-L-0800-P01 (dated Nov 2022); Replacement Tree Planting Plan Ref: 2667-LLA-ZZ-GF-DR-L-0200-P01; (20007_PA4_)10_001 REV P1; 10_002; EX_105 REV P1; EX_110; EX_200 REV P1; EX_300 REV P1; 20_105 REV P3; 20_110; 20_200 REV P1; 201 REV P1 and 20_300 REV P1
2.4	"the Highways Contribution"	the sum of £12,933.53 (twelve thousand nine hundred and thirty three pounds and fifty three pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of

		<p>receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) widening southern crossover;</p> <p>(b) remove redundant northern crossover;</p> <p>(c) relocate the on-street parking bays;</p> <p>(d) repaving of the footway adjacent to the Property in like for like materials;</p> <p>(e) any costs associated with the creation of or amendment to a Traffic Management Order in relation to any of the above works; and</p> <p>(f) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.5	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.8	"the Parties"	the Council and the Owner

2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 31 August 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/4221/P subject to conclusion of this Agreement
2.10	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as 76 Lawn Road, London NW3 2XB the same as shown shaded grey on the plan annexed hereto
2.13	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **HIGHWAYS CONTRIBUTION**

4.1.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.1.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.1.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

- 4.1.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.1.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.1.6 If the Certified Sum is less than the Highways Contribution the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2021/4221/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission

of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2021/4221/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2021/4221/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date

of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2021/4221/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the

Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed, revoked, or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. MORTGAGEE EXEMPTION

- 7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. JOINT AND SEVERAL LIABILITY

- 8.1 All Covenants made by the Owner in this Agreement is made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and
the Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
RICHARD LIPSITZ
In the presence of:

)
)
)
Richard Lipsitz

Witness Signature

Witness Name:

Address: West Lodge to High St. Chipstead TN13 2PR
Occupation: Retired

EXECUTED AS A DEED BY
AMY CAROLINE SARAH GUNNING
in the presence of:

)
)
)
Amy Caroline Sarah Gunning

Witness Signature

Witness Name:

Address: West Lodge, 60 High St. Chipstead TN13 2PR
Occupation: Retired

**CONTINUATION OF SECTION 106 AGREEMENT
IN RELATION TO 76 LAWN ROAD**

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-**



..... 

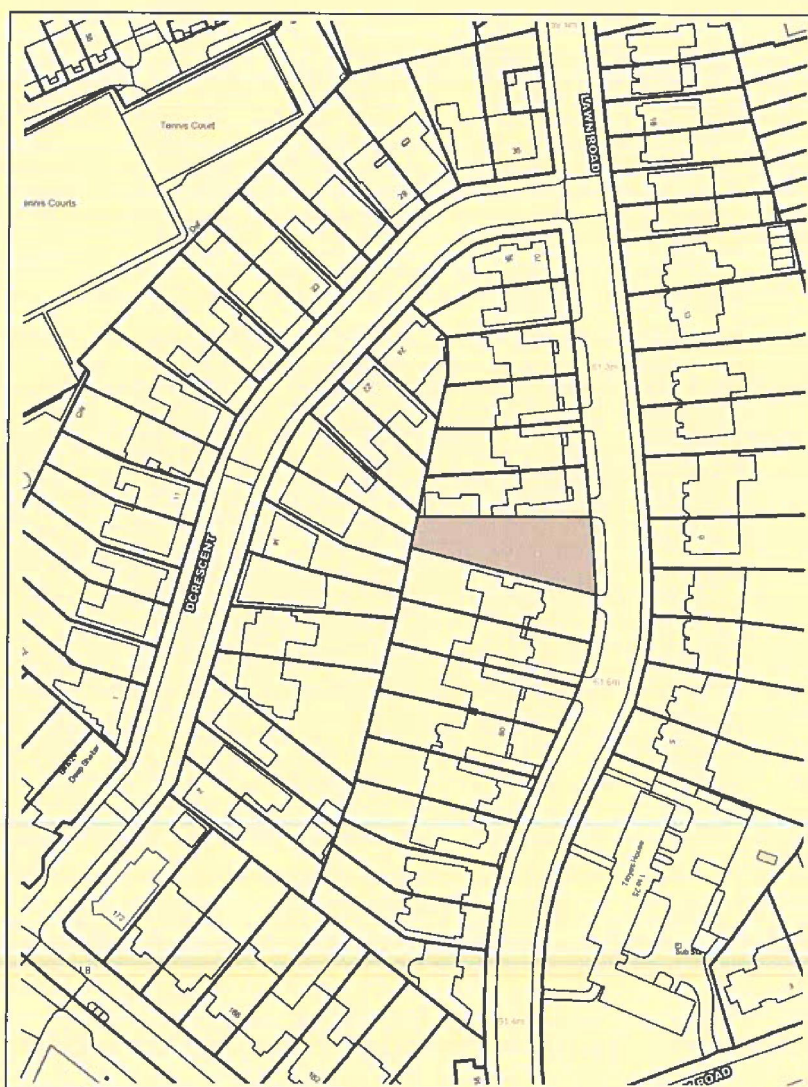
Authorised Signatory

APPENDICES

Plan

Draft Decision Notice

76 LAWN ROAD, LONDON NW3 2XB



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

Application ref: 2021/4221/P
Contact: Leela Muthoora
Tel: 020 7974 2506
Date: 29 March 2023

Cousins & Cousins Architects
125-133 Camden High Street
London
NW1 7JR

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
76 Lawn Road
London
NW3 2XB

Proposal:

Alterations to front boundary, including fell and removal of 1 Sycamore tree, partial demolition and rebuilding of wall, widening of southern driveway and crossover, re-landscaping of northern driveway to steps, and re-location of on-street parking bay.

Drawing Nos: Design and Access Statement Ref: 20007_RP_210714 (dated August 2021); AGB Arboricultural Impact Assessment Ref: P3430.1.3 (dated 25 August 2021); Artemis Tree Services Decay Detection Ref: DD-24430 (dated 11 May 2022); Jampel Davison & Bell Consulting Engineers Structural Appraisal of front wall Report Ref: R11438 (dated 27 July 2021); TTP Consulting Transport Statement Ref: R01-DF (dated 06 August 2021); Liz Lake Associates Replacement Tree Management Plan Ref: 2667-LLA-ZZ-GF-RP-L-0800-P01 (dated Nov 2022); Replacement Tree Planting Plan Ref: 2667-LLA-ZZ-GF-DR-L-0200-P01; (20007_PA4_)10_001 REV P1; 10_002; EX_105 REV P1; EX_110; EX_200 REV P1; EX_300 REV P1; 20_105 REV P3; 20_110; 20_200 REV P1; 201 REV P1; 20_300 REV P1

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:-

Design and Access Statement Ref: 20007_RP_210714 (dated August 2021); AGB Arboricultural Impact Assessment Ref: P3430.1.3 (dated 25 August 2021); Artemis Tree Services Decay Detection Ref: DD-24430 (dated 11 May 2022); Jampel Davison & Bell Consulting Engineers Structural Appraisal of front wall Report Ref: R11438 (dated 27 July 2021); TTP Consulting Transport Statement Ref: R01-DF (dated 06 August 2021); Liz Lake Associates Replacement Tree Management Plan Ref: 2667-LLA-ZZ-GF-RP-L-0800-P01 (dated Nov 2022); Replacement Tree Planting Plan Ref: 2667-LLA-ZZ-GF-DR-L-0200-P01;
(20007_PA4_)10_001 REV P1; 10_002; EX_105 REV P1; EX_110; EX_200 REV P1; EX_300 REV P1; 20_105 REV P3; 20_110; 20_200 REV P1; 201 REV P1; 20_300 REV P1

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details approved by (Liz Lake Associates Replacement Tree Management Plan Ref: 2667-LLA-ZZ-GF-RP-L-0800-P01 (dated Nov 2022) and Replacement Tree Planting Plan Ref: 2667-LLA-ZZ-GF-DR-L-0200-P01) by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting (including trees existing at the outset of the development other than those indicated to be removed) which, within a period of 5 years from the completion of the

development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with the approved Arboricultural Method Statement and Tree Protection Plan (AGB Arboricultural Impact Assessment Ref: P3430.1.3 (dated 25 August 2021). The protection shall then remain in place for the duration of works on site and recommendations made in the method statement followed, unless otherwise agreed in writing by the local authority.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 6 Replacement tree planting shall be carried out in accordance with details of replanting species, position, date and size, approved landscape details (Liz Lake Associates Replacement Tree Management Plan Ref: 2667-LLA-ZZ-GF-RP-L-0800-P01 (dated Nov 2022) and Replacement Tree Planting Plan Ref: 2667-LLA-ZZ-GF-DR-L-0200-P01). The two hawthorn trees (*Crataegus monogyna*) should be planted no less than 2m from the proposed front boundary wall and any structure and no less than 6m apart. The trees should be 16-18cm in diameter at 1m above the base of the stem. The trees should be planted between the November and March following the completion of development and planted and maintained in accordance with BS8545:2014.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies A2 and A3 and D2 of the London Borough of Camden Local Plan 2017.

- 7 Before the relevant part of the work is begun, detailed drawings or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:
 - (a) a method statement of rebuilding of the front brick boundary retaining wall including details of demolition and rebuilding, storage of salvaged bricks and the distribution of the salvaged bricks across the entire replaced retaining wall and details of reclaimed bricks;
 - (b) A sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond, mortar mix and pointing shall be provided on site.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 2 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 3 You are advised that the Transport Strategy Team should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. tel: 020-7974 5543 for further advice and information.
- 4 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-householder-planning-decision>.

If you submit an appeal against this decision you are now eligible to use the new *submission form* (Before you start - Appeal a planning decision - GOV.UK).

Yours faithfully

Supporting Communities Directorate