

**Draft: SHADOW SECTION 106 AGREEMENT TO BE READ INCONJUNCTION WITH
PLANNING PERMISSION REFERENCED 2021/4606/P**

DATED

2022

(1) [OWNER]

and

(2) [OTHER INTERESTED PARTIES]

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

A G R E E M E N T
relating to land known as

**2 PRINCE OF WALES ROAD
LONDON
NW5 3LQ**

**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

THIS AGREEMENT is made the _____ day of _____ 2022

BETWEEN:

- A. **[OWNER]** (Co. Regn. No.) whose registered office is at (hereinafter called "the Owner) of the first part
- B. **[OTHER INTERESTED PARTIES]** of [] (hereinafter called "the ") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third 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 NGL240476 [subject to a charge to the Mortgagee].
- 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 2nd November 2021 and the Council resolved to grant permission conditionally under reference number 2021/4606/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 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 [The Mortgagee as mortgagee under a legal charge registered under Title Number and dated is willing to enter into this Agreement to give its consent to the same.]

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	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.4	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.5	"the Development"	change of use from Class E for use as the Camden Community Law Centre, to Sui Generis mixed-use as a neighbourhood centre. Increased usable floor area within the building envelope at 1st floor level. Alterations to external elevations to improve natural lighting and to allow for mechanical ventilation to community kitchen. Alterations to pavement at existing entrance on Grafton Yard to improve access, with external canopy. Alterations to doorway of the Prince of Wales Road entrance as shown on drawing numbers:- 380_PL_0_01, 380_PL_0_10,

		380_PL_0_20, 380_PL_0_30, 380_PL_0_31, 380_PL_1_10 (Rev C), 380_PL_2_10 (Rev C), 380_PL_3_01 (Rev D), 380_PL_3_02 (Rev B), 380_PL_0_1250 (Rev A) and Design and Access Statement (September 2021)
2.6	"the Highways Contribution"	<p>the sum of £9,020 (nine thousand and twenty pounds) 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 the event of receipt for the installation of cycle parking provisions, the carrying out of works to the public highway, and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-</p> <ul style="list-style-type: none"> a) reprofiling of the footpath and the construction of a ramp by using existing paving slabs—; and b) any other works the Council acting reasonably considers necessary as a direct result of the Development; and c) Installation of cycle parking provisions consisting of four Sheffield stands <p>all works will be subject to final measure 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>
2.7	"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
2.8	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.9	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.10	"the Parties"	mean the Council the Owner and the Mortgagee
2.11	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 2 nd November 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/4606/P subject to conclusion of this Agreement
2.12	"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
2.13	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.14	"the Property"	the land known as 2 Prince of Wales Road, London, NW5 3LQ the same as shown shaded grey on the plan annexed hereto
2.15	"the Public Highway"	any carriageway footway and/or verge adjoining the Property 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, and 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to
- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and

- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 above will remain permanently.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 HIGHWAYS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

- 4.2.6 On completion of the Highways Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highways Works.
- 4.2.7 If the Certified Sum exceeds the Highway Contributions then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.8 If the Certified Sum is less than the Highways Contribution then 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 Highways 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 2021/4606/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 Borough Solicitor 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 2021/4606/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 2021/4606/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 2021/4606/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 or the Mortgagee 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 or 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 Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 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(s) [and the] in this Agreement are 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 [and the Mortgagee] have executed this instrument as their Deed the day and year first before written

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....

Director

.....

Director/Secretary

EXECUTED AS A DEED BY)
)
in the presence of:)

.....

Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
Mortgagee)
by)
in the presence of:-)

.....

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

.....

Authorised Signatory

Application ref: 2021/4606/P
Contact:
Tel: 020 7974
Date: 24th March 2022

A A B Architects
Studio 35 Bickerton House
25 Bickerton Road
London
N19 5JT
United Kingdom

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:

**2 Prince Of Wales Road
London
NW5 3LQ**

Proposal:

Change of use from Class E for use as the Camden Community Law Centre, to Sui Generis mixed-use as a neighbourhood centre. Increased usable floor area within the building envelope at 1st floor level. Alterations to external elevations to improve natural lighting and to allow for mechanical ventilation to community kitchen. Alterations to pavement at existing entrance on Grafton Yard to improve access, with external canopy. Alterations to doorway of the Prince of Wales Road entrance.

Drawing Nos: 380_PL_0_01, 380_PL_0_10, 380_PL_0_20, 380_PL_0_30, 380_PL_0_31, 380_PL_1_10 (Rev C), 380_PL_2_10 (Rev C), 380_PL_3_01 (Rev D), 380_PL_3_02 (Rev B), 380_PL_0_1250 (Rev A) and Design and Access Statement (September 2021)

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 380_PL_0_01, 380_PL_0_10, 380_PL_0_20, 380_PL_0_30, 380_PL_0_31, 380_PL_1_10 (Rev C), 380_PL_2_10 (Rev C), 380_PL_3_01 (Rev D), 380_PL_3_02 (Rev B), 380_PL_0_1250 (Rev A) and Design and Access Statement (September 2021)

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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 The use hereby permitted shall not be carried out outside the following times

Monday to Friday:

Start Time - 08:00am

End Time - 20:00pm

Saturdays:

Start Time - 10:00am

End Time - 17:00pm

Sundays and Bank Holidays:

Closed

Reason: To safeguard the amenities of the adjoining premises and the area generally in

accordance with the requirements of policies G1, CC1, D1, A1, A4, TC1, TC2 and TC4 of the London Borough of Camden Local Plan 2017.

- 5 Prior to first occupation, cycle parking for 2 long stay spaces shall be installed in accordance with drawing no. 380_PL_2_10 (Rev C), and shall be retained and maintained as such permanently.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with Camden Local Plan policies T1 and T2.

- 6 ** Car free

Prior to first occupation of the development hereby approved, the landowner would ensure through agreement that the occupiers of the premises are informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a residents parking bay, shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council (with the exception of the carpark hereby approved) and nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies T1 and T2 of the London Borough of Camden 2017 Local Plan.

- 7 ** Highways Contribution

On or prior to Implementation, confirmation that the necessary measures for the provision of highways, pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies T1, T2, T3 and C6 of the 2017 Camden Local Plan.

- 8 ** Highways, pedestrian, cycle and environmental improvements contribution

On or prior to Implementation, confirmation that the necessary measures for the provision of 4 short stay cycle parking spaces on the pavement as shown in plan ref. 380_PL_2_10 (Rev C), shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies T1, T2, T3 and C6 of the 2017 Camden Local Plan.

- 9 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with ** in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy DM1 of the Camden Local Plan 2017.

Informative(s):

- 1 Conditions marked with **

The matters covered by conditions marked with an ** are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information. If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document.

- 2 Reasons for granting permission.

The application will change the use of 2 Prince of Wales Road site from Class E to mixed use (Sui Generis) which will include a community kitchen and neighbourhood hub with co-working space, meeting rooms and WC's. In terms of the change of use, this was previously the Camden Community Law Centre and contained a public waiting area, meeting areas and office space. The Law Centre is moving to a smaller space as the current space is considered unsuitable for the use. The Camden Community Law Centre will still remain within the borough of Camden and therefore the services will still be retained for residents. Whilst the use is changing to Sui Generis, the nature of the use is staying relatively similar as it is providing a similar community, front faced service and will remain an asset that residents can utilise. The internal layout provides sufficient light for this community use.

On the front elevation at ground floor a window will be inserted within the same opening as the original blocked up window replacing the non-historic windows. The entrance door will be replaced with a more sympathetic design. The façade alterations reduce the horizontal lines and restore the pilasters to the Prince of Wales Road elevation which is welcomed. On the Grafton Yard elevation, the side entrance will be replaced with a winder sliding door and window to improve accessibility and two existing ground floor windows will be replaced with doors. These alterations remain sympathetic in character to this elevation and retain the original arrangement in some form. The Council's Conservation team raised no objection. Overall the development in terms of its scale, detailed design and siting is appropriate and does not harm the character and appearance of the host property or streetscene.

In terms of amenity the use is not considered to create additional noise impacts given its similar nature to the existing use and its opening hours are restricted by condition. The proposed external alterations given their minor nature and siting are not considered to have a harmful impact on neighbouring amenity in terms of loss of light, outlook or privacy.

4 short stay cycle spaces are proposed on Prince of Wales Road and Grafton Yard and two long stay spaces within the building at ground floor which are acceptable. The footway will be reprofiled instead of constructing a ramp on Grafton Yard to provide level access to the centre. The Transport team confirmed that no stopping up order is required for this. The long stay cycle parking installation will be secured by condition. The highways contribution (£8,000) and provision of the short stay cycle parking (£1,020) will be secured by a shadow legal agreement.

The development is considered to preserve the character and appearance of the Conservation Area. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the Conservation Area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

No objections were received prior to making this decision. The planning history of the site and surrounding area were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, C2, C6, D1, D2, D3, E1, E2, TC2, TC4, T1 T2, T3 and DM1 of the Camden Local Plan 2017 and policies SW1 and D3 of the Kentish Town Neighbourhood Plan. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2021.

- 3 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.

- 4 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).

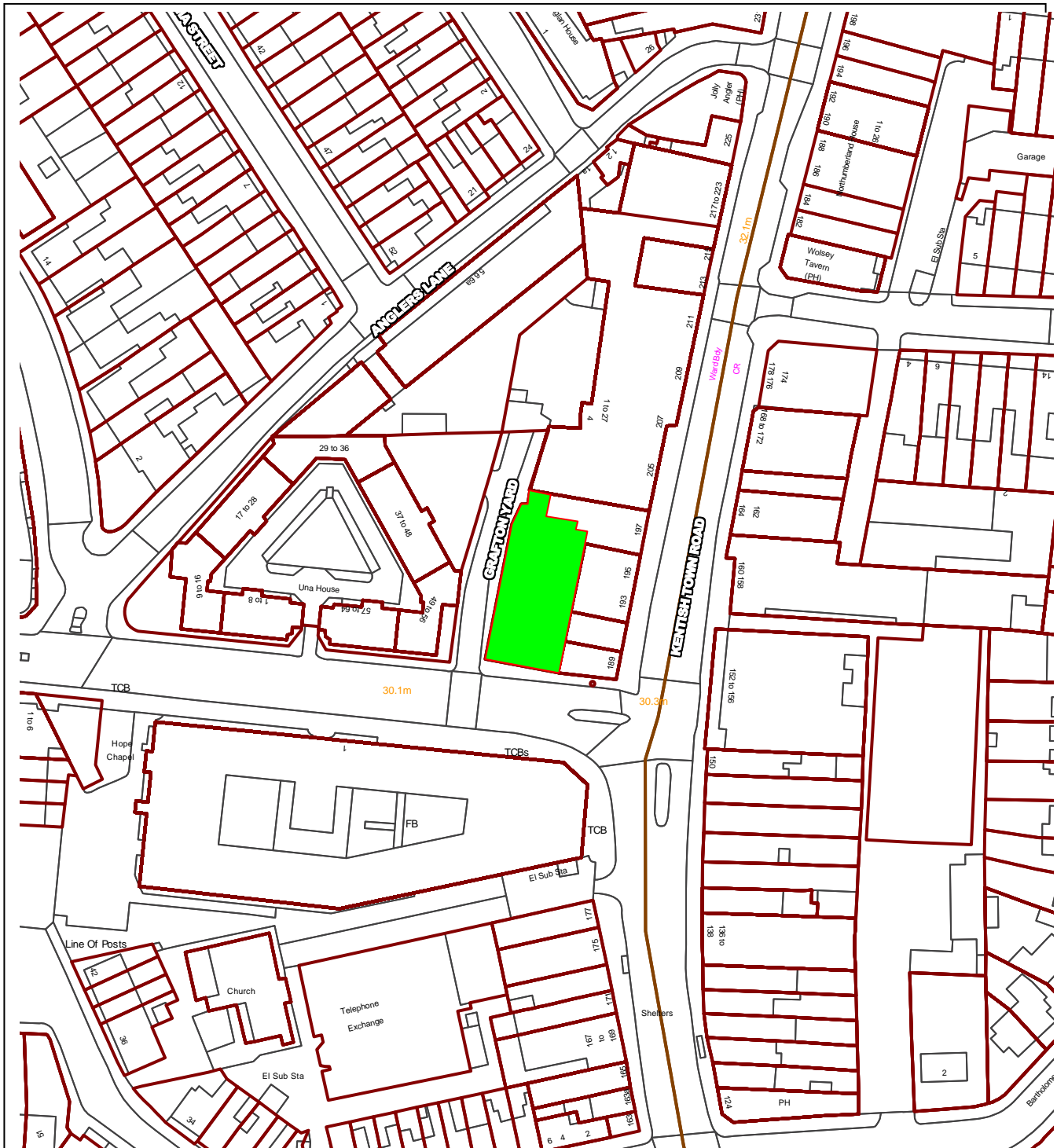
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 6 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 7 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.
- 8 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.
- 9 You are reminded that this application does not grant permission for the proposed projecting sign and separate advertisement consent application should be applied for.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

2 Prince of Wales Road



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