

DATED

16 August

2023

**(1) WOBURN ESTATE COMPANY LIMITED AND BEDFORD ESTATES NOMINEES
LIMITED**

and

(2) HEALS II UK PROPCO LIMITED

and

**(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

THE HEAL'S BUILDING

196 TOTTENHAM COURT ROAD

LONDON

W1T 7LQ

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

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CLS/COM/JO/1800.2430
s106 FINAL

THIS AGREEMENT is made the 16th day of August 2023

BETWEEN:

- A. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 1608381) whose registered office is at The Bedford Office, Woburn, Milton Keynes, MK17 9PQ and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 3743508) whose registered office is at The Bedford Office, Woburn, Milton Keynes, Buckinghamshire, MK17 9PQ (hereinafter called "the Freeholder") of the first part
- B. **HEALS II UK PROPCO LIMITED** (Co. Regn. No. 13604001) whose registered office is at Ogier Suite 19th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG (hereinafter called "the leaseholder") 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL908998.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder has acquired the leasehold interest in the Property under title NGL908681 pursuant to the land transfer dated 28th October 2021 between Threadneedle Pension Limited and Heals II UK Propco Limited and the Leaseholder is entitled to be registered at the Land Registry as the leasehold proprietor with Title Absolute.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of S106 of the Act.

- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 13th May 2022 and the Council resolved to grant permission conditionally under reference number 2022/2084/P subject to the conclusion of this legal Agreement.
- 1.6 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.
- 1.7 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.8 The Freeholder and Leaseholder shall jointly be referred to as "the Owner" throughout the remainder of this Agreement.
- 1.9 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 Alfred Mews facade, including removal and replacement of roller shutters and installation of new entrance doors and retractable awnings on ground floor as

		<p>shown on drawing numbers:- Site Location Plan 1215_PL3i-S-00 P1, 1215_PL3i-EX-D2 P1, 1215_PL3i-EE-01 P1, 1215_PL3i-EX-D1 P1, 1215_PL3i-EX-D3 P1, 1215_PL3i-EX-10 P1, 1215_PL3i-EX-00 P1, 1215_PL3i-ES-AA P1, 1215_PL3i-ES-AiAi P1, 1215_PL3i-ED-01 P1, 1215_PL3i-ED-04 P1, 1215_PL3i-ED-03 P1, 1215_PL3i-ED-02 P1, 1215_PL3i-DP-00 P1, 1215_PL3i-DS-AA P1, 1215_PL3i-DS-AiAi P1, 1215_PL3i-DS-DD P1, 1215_PL3i-ME-D2 P1, 1215_PL3i-GE-01 P1, 1215_PL3i-ME-D1 P1, 1215_PL3i-ME-D3 P1, 1215_PL3i-GA-00 P2, 1215_PL3i-GA-10 P2, 1215_PL3i-GS-AA P1, 1215_PL3i-GS-DD P2, 1215_PL3i-GS-AiAi P1, Design and Access Statement, Heritage Statement (prepared by Turley dated May 2022), Baseline Heritage Appraisal (prepared by Turley dated December 2021), Transport Technical Note (prepared by Vectos), Swept Path Analysis VN222203-TR102</p>
2.4	"the Highways Contribution"	<p>the sum of £20,000 (twenty thousand 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 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) to construct a new footway circa 1.8 metres wide (to be confirmed) on the north side of Alfred Mews; b) to improve street lighting on Alfred Mews, if necessary; c) to repair any damage to the road surface on Alfred Mews as a direct result of the Development; d) any other works the Council acting reasonably considers necessary as a direct result of the Development <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</p>

		statutory undertakers costs
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	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.9	"the Parties"	mean the Council the Owner and the Leaseholder
2.10	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 13 th May 2022 for which a resolution to grant permission has been passed conditionally under reference number 2022/2084/P subject to conclusion of this Agreement
2.11	"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
2.12	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.13	"the Property"	the land known as The Heal's Building , 196 Tottenham Court Road London W1 7LQ the same as shown edged red on the plan annexed hereto

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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 pay to the Council the Highways Contribution in full.
 - 4.1.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
 - 4.1.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
 - 4.1.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
 - 4.1.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
 - 4.1.6 Prior to incurring additional cost beyond the Highways Contribution the Council will notify the Owner of the proposed additional costs including written justification for the additional sums.
 - 4.1.7 On completion of the Highways Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highways Works.
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- 4.1.8 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.
 - 4.1.9 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 2022/2084/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 2022/2084/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 2022/2084/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 AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP 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 2022/2084/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 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 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) 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 have executed this instrument as their Deed the day and year first before written

**COTINUATION OF S106 AGREEMENT HEAL'S BUILDING 196 TOTTENHAM
COURT ROAD**

**EXECUTED AS A DEED BY)
WOBURN ESTATE COMPANY LIMITED)
acting by a Director)**

.....

Director

In the presence of:)

.....

Witness Signature

Witness Name:

Address:

Occupation:

**EXECUTED AS A DEED BY)
BEDFORD ESTATES NOMINEES LIMITED))
acting by a Director)**

.....

Director

In the presence of:)

.....

Witness Signature

Witness Name:

Address:

Occupation:

**COTINUATION OF S106 AGREEMENT HEAL'S BUILDING 196 TOTTENHAM
COURT ROAD**

EXECUTED AS A DEED BY)
HEALS II UK PROPCO LIMITED)
acting by a Director)

.....
Director

in the presence of :)

.....
Witness Signature

Witness Name:

Address:

Occupation:

COTINUATION OF S106 AGREEMENT HEAL'S BUILDING 196 TOTTENHAM
COURT ROAD

EXECUTED AS A DEED BY)
WOBURN ESTATE COMPANY LIMITED)
acting by a Director)

.....
Director

In the presence of:)

.....
Witness Signature

Witness Name: AMY TUCKLEY

Address: 29a MONTAGUE STREET, LONDON, WC1B 5BL

Occupation: SURVEYOR

EXECUTED AS A DEED BY)
BEDFORD ESTATES NOMINEES LIMITED)
acting by a Director)

.....
Director

In the presence of:)

.....
Witness Signature

Witness Name: AMY TUCKLEY

Address: 29a MONTAGUE STREET, LONDON, WC1B 5BL

Occupation: SURVEYOR

COTINUATION OF S106 AGREEMENT HEAL'S BUILDING 196 TOTTENHAM
COURT ROAD

EXECUTED AS A DEED BY
HEALS II UK PROPCO LIMITED
acting by a Director

.....
Director

in the presence of: Adam Brady

.....
Witness Signature

Witness Name: Adam Brady
Address: 11 St Eilmos Road, SE16 6SA
Occupation: Investments

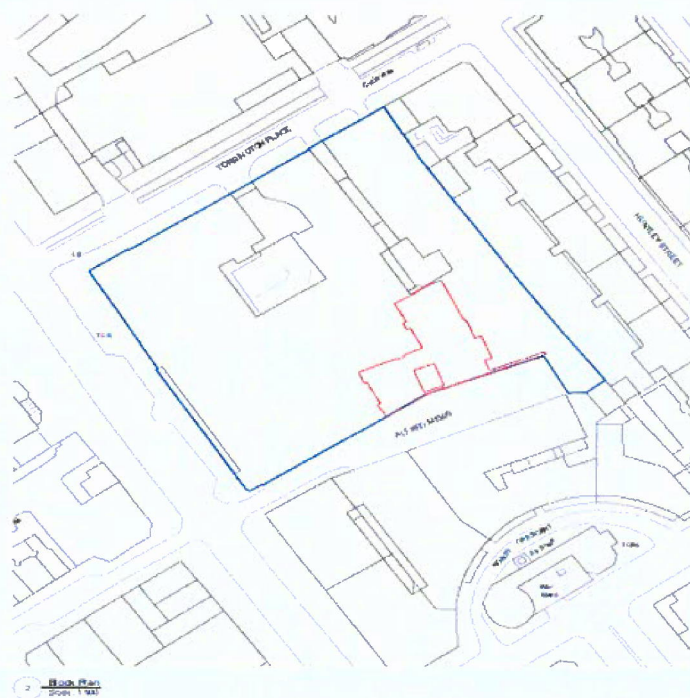
**COTINUATION OF S106 AGREEMENT HEAL'S BUILDING 196 TOTTENHAM
COURT ROAD**

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

.....
Authorised Signatory



THE HEAL'S BUILDING 196 TOTTENHAM COURT ROAD





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

Application ref: 2022/2084/P
Contact: Edward Hodgson
Tel: 020 7974 8186
Date: 22 February 2023

Turley
8th Floor, Lacon House
84 Theobalds Road
London
WC1X 8NL

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:

The Heal's Building
196 Tottenham Court Road
London
W1T 7LQ

Proposal:

Alterations to Alfred Mews facade, including removal and replacement of roller shutters and installation of new entrance doors and retractable awnings on ground floor

Drawing Nos: Site Location Plan 1215_PL3i-S-00 P1, 1215_PL3i-EX-D2 P1, 1215_PL3i-EE-01 P1, 1215_PL3i-EX-D1 P1, 1215_PL3i-EX-D3 P1, 1215_PL3i-EX-10 P1, 1215_PL3i-EX-00 P1, 1215_PL3i-ES-AA P1, 1215_PL3i-ES-AiAi P1, 1215_PL3i-ED-01 P1, 1215_PL3i-ED-04 P1, 1215_PL3i-ED-03 P1, 1215_PL3i-ED-02 P1, 1215_PL3i-DP-00 P1, 1215_PL3i-DS-AA P1, 1215_PL3i-DS-AiAi P1, 1215_PL3i-DS-DD P1, 1215_PL3i-ME-D2 P1, 1215_PL3i-GE-01 P1, 1215_PL3i-ME-D1 P1, 1215_PL3i-ME-D3 P1, 1215_PL3i-GA-00 P2, 1215_PL3i-GA-10 P2, 1215_PL3i-GS-AA P1, 1215_PL3i-GS-DD P2, 1215_PL3i-GS-AiAi P1, Design and Access Statement, Heritage Statement (prepared by Turley dated May 2022), Baseline Heritage Appraisal (prepared by Turley dated December 2021), Transport Technical Note (prepared by Vectos), Swept Path Analysis VN222203-TR102

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 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.

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

Site Location Plan 1215_PL3i-S-00 P1, 1215_PL3i-EX-D2 P1, 1215_PL3i-EE-01 P1, 1215_PL3i-EX-D1 P1, 1215_PL3i-EX-D3 P1, 1215_PL3i-EX-10 P1, 1215_PL3i-EX-00 P1, 1215_PL3i-ES-AA P1, 1215_PL3i-ES-AiAi P1, 1215_PL3i-ED-01 P1, 1215_PL3i-ED-04 P1, 1215_PL3i-ED-03 P1, 1215_PL3i-ED-02 P1, 1215_PL3i-DP-00 P1, 1215_PL3i-DS-AA P1, 1215_PL3i-DS-AiAi P1, 1215_PL3i-DS-DD P1, 1215_PL3i-ME-D2 P1, 1215_PL3i-GE-01 P1, 1215_PL3i-ME-D1 P1, 1215_PL3i-ME-D3 P1, 1215_PL3i-GA-00 P2, 1215_PL3i-GA-10 P2, 1215_PL3i-GS-AA P1, 1215_PL3i-GS-DD P2, 1215_PL3i-GS-AiAi P1, Design and Access Statement, Heritage Statement (prepared by Turley dated May 2022), Baseline Heritage Appraisal (prepared by Turley dated December 2021), Transport Technical Note (prepared by Vectos), Swept Path Analysis VN222203-TR102

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

- 4 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) Details and product specifications of the external doors including a fully annotated plan, section and elevation at scale 1:1/1:2 and all typical details of head, cill and jambs at scale 1:10;

b) Fully annotated plan, elevation and section drawings detailing the fascia lettering at scale 1:2;

c) Manufacturer's specification details of the bronze material to be submitted to the Local Planning Authority

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

Informative(s):

1 Reasons for granting permission:

The proposals involve the removal of the existing roller shutters at the ground floor of the Alfred Mews elevation of the Heal's Building and the installation of nine new doors and one new roller shutter to serve the remaining loading bay. The doors would be metal framed with a bronze finish. The doors would serve as new entrances to offices on upper floors. The doors are considered to be sympathetic to the appearance and fenestration on the Alfred Mews elevation. The remaining one roller shutter would be finished on bronze to match the finish of the doors. It is also proposed to install 6 new retractable awnings above the proposed doors which would be finished in red and bronze; they would be sympathetic additions and subordinate to the Alfred Mews elevation. A condition is attached requiring further details of the doors, bronze product finishes and signage lettering.

The proposal is considered to preserve the character and appearance of the host listed building and 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. Special regard has been attached to the desirability of preserving the listed building, its setting and its features of special architectural or historic interest, under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

The proposed doors have been amended to be inwards opening and the submitted swept path analysis indicates that the awnings would not be damaged from servicing vehicles undertaking reversing manoeuvres and are considered acceptable in transport terms. The proposals are subject to a highways contribution in order to provide a pavement on the north side of Alfred Mews outside the entrance doors and to enhance the lighting strategy on the mews. This would provide safe and level access to users accessing the new entrance doors. This contribution is to be secured through a Section 106 agreement.

The proposal is not considered to cause any adverse impacts on the amenity of adjoining residential occupiers by virtue of their scale, siting and nature.

No objections have been received prior to making this decision. The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, T1, C5, D1 and D2 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2021.

- 2 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).
- 3 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.
- 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.

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-planning-decision>.

Yours faithfully

Supporting Communities Directorate