

DATED 15 November 2023

(1) 152 ABBEY ROAD LIMITED

and

(2) 422 UXBRIDGE ROAD LTD

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

MANOR COURT 152 ABBEY ROAD LONDON NW6 4ST

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

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 3935

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CMP; CMPB)\CLS\COM\AS\1800.2598

s106 FINAL

CONTENTS

1. Recitals
2. Definitions
3. Construction
4. Obligations of the Leaseholder
 - i. Affordable Housing Contribution
 - ii. Car Free
 - iii. Construction Management Plan
 - iv. Construction Management Plan Bond
5. Notice to the Council/Other Matters
6. General Provisions
7. Mortgagee Exemption
8. Freeholder Exemption
9. Rights of Third Parties

SCHEDULES

Schedule 1 – Plans

Schedule 2 – Draft Planning Permission

Schedule 3 – Construction Management Plan

THIS AGREEMENT is made the 15th day of November 2023

B E T W E E N:

- A. **152 ABBEY ROAD LIMITED** (Co. Regn. No. 05652690) whose registered office is at C/O London Block Management 3rd Floor, White Lion Street, London, England, N1 9PD (hereinafter called "**the Freeholder**") of the first part
- B. **422 UXBRIDGE ROAD LTD** (Co. Regn. No. 13672061) whose registered office is at 77a Baker Street, Greater London, London, United Kingdom, W1U 6RF (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 Existing Flats under Title Number NGL892309.
- 1.2 The Freeholder is the freehold owner of and is interested in the Existing Flats for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL794711.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 A Planning Application for the development of the Property was submitted to the Council by the Leaseholder and validated on 20 June 2022 and the Council resolved to grant permission conditionally under reference number 2022/2636/P subject to the conclusion of this legal Agreement.

1.6 The Council is the local planning authority for the purposes of the Act, 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 For that purpose the Leaseholder 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	"Affordable Housing"	low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £43,600 (forty-three thousand six hundred pounds) to be paid by the Leaseholder to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"the Certificate of Practical Completion"	the certificate issued by the Leaseholder's contractor architect or project manager certifying that the Development has been completed
2.6	"Construction Management Plan"	a plan setting out the measures that the Leaseholder will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the

		<p>Council's Pro Forma Construction Management Plan as set out in the Third Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Leaseholder in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development; (b) proposals to ensure there are no adverse effects on the Conservation Area features; (c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any); (e) the inclusion of a waste management strategy for handling and disposing of construction waste; and (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
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2.7	"the Construction Management Plan Bond"	the sum of £7,874 (seven thousand eight hundred and seventy four pounds) to be paid by the Leaseholder to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.4
2.8	"the Construction Management Plan Implementation Support Contribution"	the sum of £4,076.00 (four thousand seventy-six pounds) to be paid by the Leaseholder 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 review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.9	"the Construction Phase"	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion
2.10	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.11	"the Development"	erection of single storey flat roof extension to provide 4 x residential flats (C3 Use Class) as shown on drawing numbers:- EX00 P1 dated 09-09-16; EX01 P1 dated 09-09-16; EX02 P1 dated 09-09-16; EX03 P1 dated 09-09-16; EX04 P1 dated 09-09-16; GA01 P2 dated 10-01-17; GA02 P2 dated 10-01-17; GA03 P1 dated 09-09-16; GA04 P1 dated 09-09-16; GA05 P1 dated 09-09-16; PL-01 Rev: A dated June 2023; Daylight / Sunlight Assessment published by S P Planning dated 5 December 2022; Tree Survey, Arboricultural Impact Assessment published by Hayden's Arboricultural Consultants dated 26/01/2023; Regulations Compliance Report published by Therm Energy Ltd dated 24 January 2023; Design and Access Statement published by PEEK Architecture & Design Ltd dated September 2016;

		NorthClad brochure for Aluminium Composite Panel Detailing
2.12	"the Existing Flats"	the 12 existing residential flats on the ground, first and second floors of the building known as Manor Court, 152 Abbey Road, London, NW6 4ST registered under title number NGL892309
2.13	"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
2.14	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"the Parties"	mean the Council and the Leaseholder
2.16	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 20 June 2022 for which a resolution to grant permission has been passed conditionally under reference number 2022/2636/P subject to conclusion of this Agreement
2.17	"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
2.18	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.19	"the Property"	the leasehold property known as the third floor, roof and airspace of Manor Court, 152 Abbey Road, London, NW6 4ST registered under title number NGL794711 as shown for illustrative purposes shaded grey on the plan annexed hereto
2.20	"Residents 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 residents of the locality in which the Development is situated

2.21	"Residents 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 Residents Parking Bays
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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 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 Leaseholder as provided herein and against any person deriving title to any part of the Property from the Leaseholder 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, 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 Leaseholder 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 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE LEASEHOLDER**

The Leaseholder hereby covenants with the Council so as to bind the Property as follows:-

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **CAR FREE**

- 4.2.1 To ensure that prior to occupying any residential unit forming part of the Development each new occupier of the Development is informed by the Leaseholder 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 Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit of the Development at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents 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).

- 4.2.3 The Leaseholder for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.
- 4.2.4 On or prior to the Occupation Date the Leaseholder shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Leaseholder's opinion are affected by the Leaseholder's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

- 4.3.1 On or prior to the Implementation Date to:
- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
 - (b) submit to the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:
- (a) received the Construction Management Plan Implementation Support Contribution in full; and
 - (b) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.3 The Leaseholder acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the

requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Leaseholder shall forthwith take any steps required to remedy such non-compliance.

4.4 CONSTRUCTION MANAGEMENT PLAN BOND

4.4.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.4.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Leaseholder giving notice of the details of the breach.

4.4.4 The Leaseholder must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:

(a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

(b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.4.5 In the event the Leaseholder does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to

investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

- 4.4.6 The Leaseholder shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Leaseholder the Construction Management Plan Bond less any deductions properly made under clause 4.4.5.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Leaseholder 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 Leaseholder shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2022/2636/P the date upon which the Development will be ready for Occupation.
- 5.3 The Leaseholder 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 Leaseholder shall comply with any reasonable requests of the Council to have access to any part of the Development or any requests to provide documentation within the Leaseholder's possession (at the Leaseholder's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Leaseholder 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 Leaseholder 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 Leaseholder 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 Leaseholder 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 2022/2636/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Leaseholder to the Council sending the full amount via electronic transfer (where practicable). The Leaseholder 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 2022/2636/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 the Leaseholder 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 Leaseholder.
- 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 AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \frac{Y-X}{X}$$

- 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 2022/2636/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 Leaseholder 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 Leaseholder 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 leasehold Title NGL794711 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 Leaseholder 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 Implementation 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 Leaseholder.

8. **FREEHOLDER EXEMPTION**

- 8.1 The Freeholder hereby consents to the completion of this Agreement and agrees to the same being registered at the Land Registry under the leasehold Title NGL794711 as provided in Clause 6.4 hereof but shall have no liability under this Agreement unless the Freeholder carries out or occupies the Development, or the Leaseholder's interest in the Property has been determined or has otherwise come to an end and the Freeholder becomes in possession of the Property.

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 Leaseholder and the Freeholder have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
152 ABBEY ROAD LIMITED)
acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)

Director

Director/Secretary/ Witness

Witness Name:

Address: *Philippe Maudin*
4 Westbourne Avenue, London W3 6JL
Occupation: *Social worker*

CONTINUATION OF S106 AGREEMENT IN RELATION TO
MANOR COURT 152 ABBEY ROAD LONDON NW6 4ST

EXECUTED AS A DEED BY)
422 UXBRIDGE ROAD LTD)
acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)

Director

Director/Secretary/ Witness

Witness Name: SIMON LOUNCE

Address: 77 JAKEN SQUARE LONDON W14 6RS

Occupation: SOCCER

**CONTINUATION OF S106 AGREEMENT IN RELATION TO
MANOR COURT 152 ABBEY ROAD LONDON NW6 4ST**

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

.....

Authorised Signatory



THE FIRST SCHEDULE
Plan
MANOR COURT 152 ABBEY ROAD - 2022/2636/P



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**THE SECOND SCHEDULE
Draft Planning Permission**

Application ref: 2022/2636/P
Contact: Alex Kresovic
Tel: 020 7974 3134
Date: 24 July 2023

Studio 5 (London) Design Ltd
130
Warden Avenue
Rayners Lane
Harrow
HA2 9LN
undefined



Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 0JE
Phone: 020 7974 4444
planning@camden.gov.uk
www.camden.gov.uk/planning

Dear Sir/Madam

DRAFT
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:
Manor Court
152 Abbey Road
London
Camden
NW6 4ST

PROPOSAL:

DECISION
Erection of single storey flat roof extension to provide 4 x residential flats (C3 Use Class).
Drawing Nos: EX00 P1 dated 09-09-16; EX01 P1 dated 09-09-16; EX02 P1 dated 09-09-16;
EX03 P1 dated 09-09-16; EX04 P1 dated 09-09-16; GA01 P2 dated 10-01-17; GA02 P2
dated 10-01-17; GA03 P1 dated 09-09-16; GA04 P1 dated 09-09-16; GA05 P1 dated 09-09-
16; PL-01 Rev: A dated June 2023; Daylight / Sunlight Assessment published by S P
Planning dated 5 December 2022; Tree Survey, Arboricultural Impact Assessment published
by Hayden's Arboricultural Consultants dated 26/01/2023; Regulations Compliance Report
published by Therm Energy Ltd dated 24 January 2023; Design and Access Statement
published by PEEK Architecture & Design Ltd dated September 2016; NorthClad brochure
for Aluminium Composite Panel Detailing.

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:
EX00 P1 dated 09-09-16; EX01 P1 dated 09-09-16; EX02 P1 dated 09-09-16; EX03 P1 dated 09-09-16; EX04 P1 dated 09-09-16; GA01 P2 dated 10-01-17; GA02 P2 dated 10-01-17; GA03 P1 dated 09-09-16; GA04 P1 dated 09-09-16; GA05 P1 dated 09-09-16; PL-01 Rev: A dated June 2023; Daylight / Sunlight Assessment published by S P Planning dated 5 December 2022; Tree Survey, Arboricultural Impact Assessment published by Hayden's Arboricultural Consultants dated 26/01/2023; Regulations Compliance Report published by Therm Energy Ltd dated 24 January 2023; Design and Access Statement published by PEEK Architecture & Design Ltd dated September 2016; NorthClad brochure for Aluminium Composite Panel Detailing.

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

- 3 Before the development commences, details of secure and covered cycle storage area for 6 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 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 including sections at 1:10 of all windows (including jambs, head and sill), ventilation grills, external doors and gates;

b) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new shopfronts at a scale of 1:10;

c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings.

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.

- 6 Prior to first occupation of the buildings, detailed plans, including elevation plans, showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policies G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 7 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- a detailed scheme of maintenance
 - sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used and showing a variation of substrate depth with peaks and troughs
 - full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 8 The flat roof of the single storey roof extension approved under 2023/2636/P shall not be used as a roof terrace, sitting out area or other amenity space and only be accessed for maintenance purposes.

Reason: To protect the amenity of adjoining occupiers and the area in accordance with policies A1 and D1 and D2 of the Camden Local Plan 2017.

Informative(s):

- 1 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).
- 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 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 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice. Camden adopted new CIL rates in October 2020 which can be viewed at the above link.
- 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-planning-decision>

Yours faithfully

Supporting Communities Directorate

**THE THIRD SCHEDULE
Pro Forma
Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences