

DATED 14 November 2023

(1) TORRIANO DEVELOPMENTS LTD

and

(2) FOX FUNDING LLP

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

7 Torriano Mews, London NW5 2RZ

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 1918

G:\case files\culture & env\planning\FA\s106 Agreements\7 Torriano Mews (AH,CF)
CLS/COM/FA/1800.2579
s106 FINAL

1994

1995

CONGRUENT

1996

CONTENTS

1. Recitals
2. Definitions
3. Construction
4. Obligations of the Owner
 - i. Car Free
 - ii. Affordable Housing Contribution
5. Notice to the Council/Other Matters
6. General Provisions
7. Mortgagee Exemption
8. Joint and Several Liability
9. Rights of Third Parties

SCHEDULES

Schedule 1 – Plans

Schedule 2 – Draft Planning Permission

THIS AGREEMENT is made the *14th* day of *November* 2023

BETWEEN:

- A. **TORRIANO DEVELOPMENTS LTD** (Co. Regn. No.14612772) whose registered office is at First Floor Office, 34 Great Queen Street, London, England, WC2B 5AA (hereinafter called "the Owner") of the first part
- B. **FOX FUNDING LLP** (Co. Regn. No. OC404308) whose registered office is at 1 Mercer Street, London WC2H 9QJ (hereinafter called "the Mortgagee") 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 NGL818972 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 21 February 2023 and the Council resolved to grant permission conditionally under reference number 2023/0753/P subject to the conclusion of this legal Agreement.
- 1.4 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.

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

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL818972 and dated 4 April 2023 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	"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 £46,040.00 (forty-six thousand and forty 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 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 Development"	change of use from offices (Class E) to provide 3 flats (Class C3); installation of 2 new windows on side elevation; erection of cycle and refuse store as shown on drawing numbers:- PL-01; PL-02; PL-03; PL-04; PL-05 (Rev B); PL-06; PL-07; PL-08; PL-09; PL-10; PL-11 Planning statement prepared by NTA planning; Design and Access Statement prepared by Inter Urban Studios; Marketing Assessment prepared by TSP Ltd; Supplementary Marketing Assessment prepared by Forest Real Estate; Viability Assessment prepared by S106 Affordable Housing Ltd;

		Updated Viability Assessment dated 6th April prepared by S106 Affordable Housing Ltd
2.6	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	means the Council, the Owner and the Mortgagee
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 21 February 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/0753/P subject to conclusion of this Agreement
2.10	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as 7 Torriano Mews, London NW5 2RZ the same as shown shaded grey on the plan annexed hereto
2.13	"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
2.14	"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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater

London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 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 and 4.2 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 residential unit (being part of the Development) each new occupier 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 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.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

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 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 Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 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.

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 2023/0753/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 2023/0753/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 2023/0753/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 AllIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP 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 2023/0753/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 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 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

EXECUTED AS A DEED BY)
TORRIANO DEVELOPMENTS LTD)
in the presence of:-)
acting by a Director and its Witness)

H. TUGRUL USTUNER
..... H. TUGRUL USTUNER
Director

G. LINZEE GORDON
..... G. LINZEE GORDON . Cluny Castle, Aberdeenshire, AB51 7RT
Witness

~~EXECUTED AS A DEED BY)
FOX FUNDING LLP)
By)
in the presence of:-)~~

~~.....
Witness~~

~~Witness address:
.....~~

~~Witness Occupation:
.....~~

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

~~.....
Authorised Signatory~~

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

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

~~EXECUTED AS A DEED BY
TORRIANO DEVELOPMENTS LTD
In the presence of:-
acting by a Director and its Witness~~

~~.....
Director~~

~~.....
Witness~~

EXECUTED AS A DEED BY
FOX FUNDING LLP
By
in the presence of:-

Patrick [Signature]

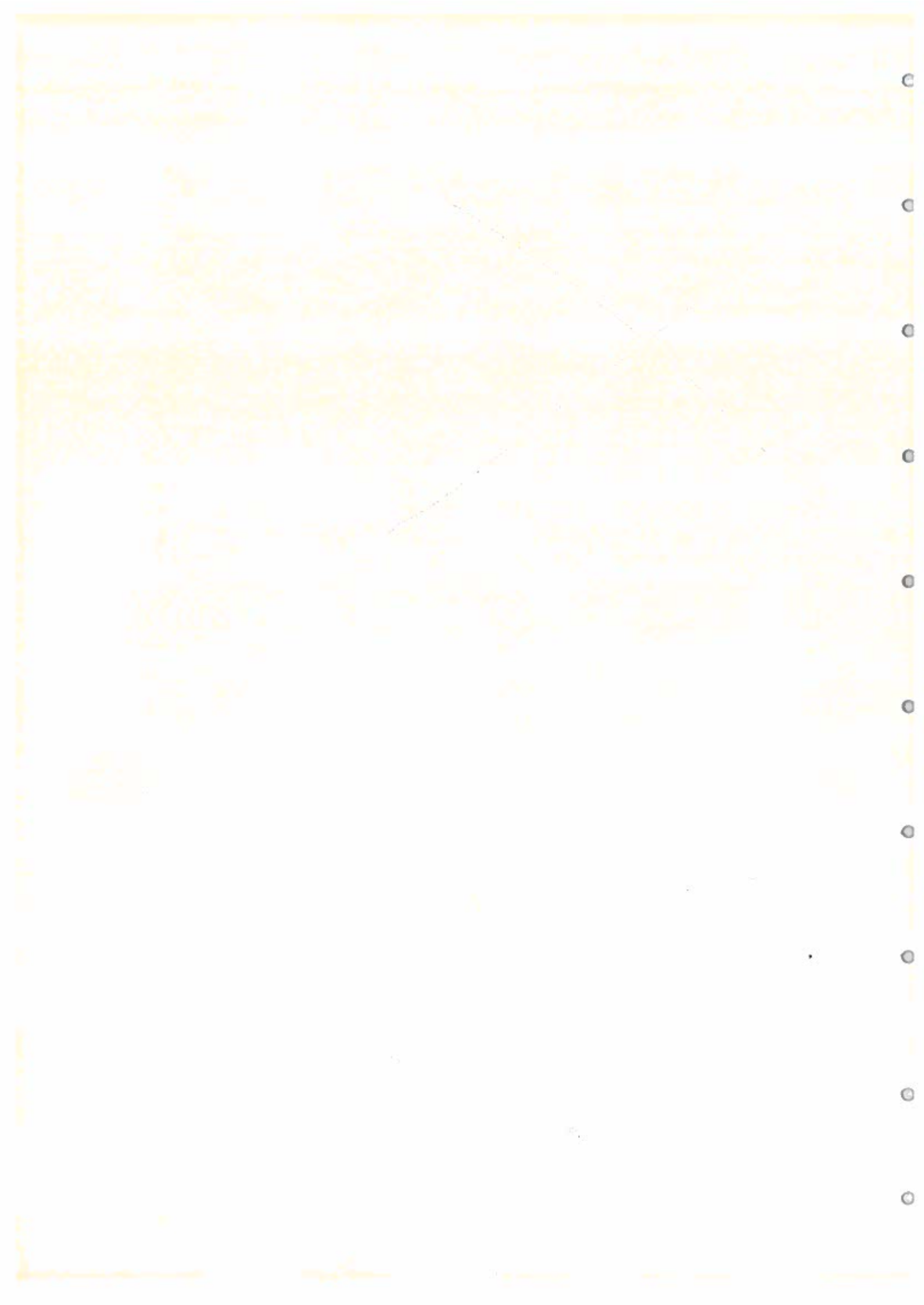
Aubrey Rothson
.....
Witness

Witness address:
4 PHOENIX COURT, 35 GROOM CRESCENT SW18 3JH

Witness Occupation:
DIRECTOR

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

~~.....
Authorised Signatory~~



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

EXECUTED AS A DEED BY)
TORRIANO DEVELOPMENTS LTD)
in the presence of:-/)
acting by a Director and its Witness)

.....
Director

.....
Witness

EXECUTED AS A DEED BY)
FOX FUNDING LLP)
By)
in the presence of:-)

.....
Witness

Witness address:
.....

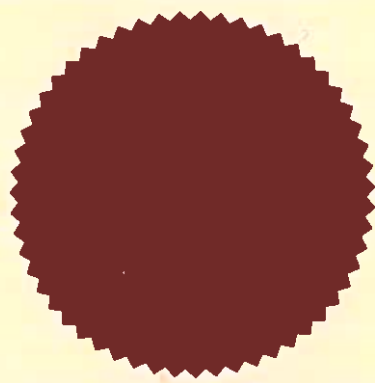
Witness Occupation:
.....

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

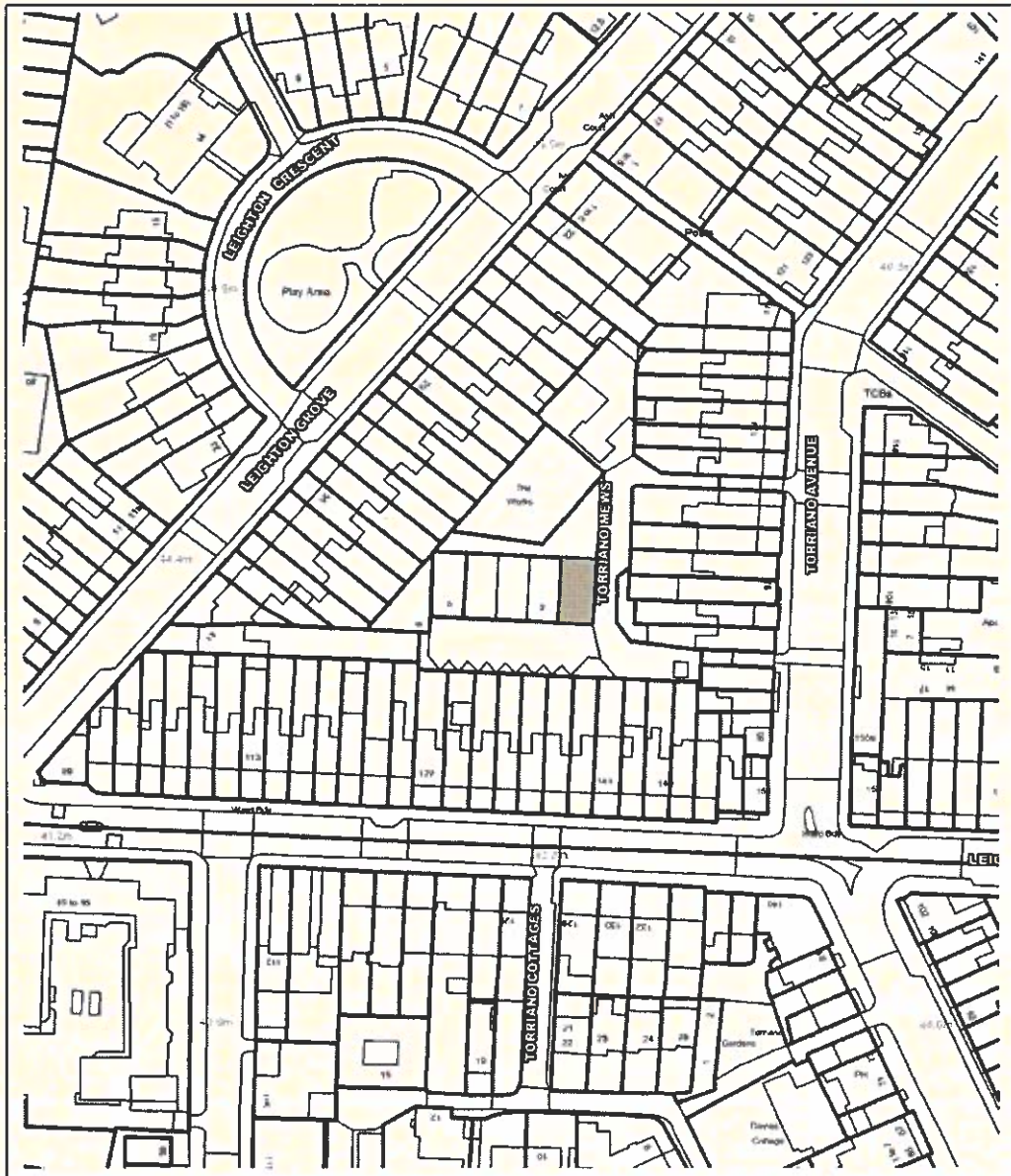
.....
R. Alexander

Authorised Signatory

Ros Alexander
Principal Lawyer



**THE FIRST SCHEDULE
Plan
7 Torriano Mews**



R. Alexander

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

THE SECOND SCHEDULE
Draft Planning Permission

PROLOGUE

COLLUSION

THEY SAID IT WAS THE BEST OF TIMES, THE WORST OF TIMES, THE MOST PROSPEROUS OF AGES, THE MOST DEGRADED OF STATES, THE BRILLIANT DAWN OF A NEW CENTURY, THE DUNGEON OF DARKNESS. IT WAS THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE HEIGHT OF ITS POWER AND GLORY. BUT IT WAS ALSO THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE DEPTH OF ITS DESTRUCTION AND DESTRUCTION. IT WAS THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE PEAK OF ITS CIVILIZATION AND CIVILIZATION. BUT IT WAS ALSO THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE BOTTOM OF ITS BARBARISM AND BARBARISM. IT WAS THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE CENTER OF ITS HISTORY AND HISTORY. BUT IT WAS ALSO THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE EDGE OF ITS EXISTENCE AND EXISTENCE. IT WAS THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE POINT OF ITS TRIUMPH AND TRIUMPH. BUT IT WAS ALSO THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE MOMENT OF ITS FALL AND FALL. IT WAS THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE CROSSROADS OF ITS FUTURE AND FUTURE. BUT IT WAS ALSO THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE BRINK OF ITS DESTRUCTION AND DESTRUCTION. IT WAS THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE POINT OF ITS TRIUMPH AND TRIUMPH. BUT IT WAS ALSO THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE MOMENT OF ITS FALL AND FALL. IT WAS THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE CROSSROADS OF ITS FUTURE AND FUTURE. BUT IT WAS ALSO THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND ZERO, AND THE WORLD WAS AT THE BRINK OF ITS DESTRUCTION AND DESTRUCTION.



Application ref: 2023/0753/P
Contact: Kristina Smith
Tel: 020 7974 4986
Date: 1 November 2023

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

NTA Planning LLP
46 James Street
London
W1U 1EZ

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:
7 Torriano Mews
London
NW5 2RZ

Proposal:
Change of use from offices (Class E) to provide 3 flats (Class C3); installation of 2 new windows on side elevation; erection of cycle and refuse store

DECISION
Drawing Nos: PL-01; PL-02; PL-03; PL-04; PL-05 (Rev B); PL-06; PL-07; PL-08; PL-09; PL-10; PL-11

Planning statement prepared by NTA planning; Design and Access Statement prepared by Inter Urban Studios; Marketing Assessment prepared by TSP Ltd; Supplementary Marketing Assessment prepared by Forest Real Estate; Viability Assessment prepared by S106 Affordable Housing Ltd; Updated Viability Assessment dated 6th April prepared by S106 Affordable Housing Ltd.

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: PL-01; PL-02; PL-03; PL-04; PL-05 (Rev B); PL-06; PL-07; PL-08; PL-09; PL-10; PL-11
Planning statement prepared by NTA planning; Design and Access Statement prepared by Inter Urban Studios; Marketing Assessment prepared by TSP Ltd; Supplementary Marketing Assessment prepared by Forest Real Estate; Viability Assessment prepared by S106 Affordable Housing Ltd; Updated Viability Assessment dated 6th April prepared by S106 Affordable Housing Ltd.

Reason:

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the London Borough of Camden Local Plan 2017 and policy D3 of the Kentish Town Neighbourhood Plan 2016.

- 4 Prior to the occupation of the development hereby permitted, all windows on the east elevation of the building, as labelled on drawing no. PL-07 (Rev B), shall be fitted with obscure glass and, where applicable, be inward opening comprising a restrictive mechanism to prevent views out. The windows shall be retained as such for the duration of the development.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with policy A1 of the Camden Local Plan 2017.

- 5 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 6 Prior to occupation of any of the residential units, 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.

- 7 Prior to the commencement of the use hereby permitted, details of waste and recycling storage for the development shall be submitted to and approved in writing by the local planning authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the commencement of the use hereby permitted, and shall thereafter be retained solely for its designated use.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management and collection of waste, and to safeguard the visual amenity of the area in accordance with policies A1, A4, D1, CC5 of the Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The proposal would change the use of the site from office to three residential units together with associated external changes. Policy E2 resists the loss of employment floorspace unless it is demonstrated that there is no realistic prospect of future employment use. The premises has been marketed for 19 months from June 2021 until January 2023. The property was marketed on the main online platforms at a rate lower than the market average for the area. The main reasons given by prospective tenants / buyers were the distance from a transport hub and the inefficiency of a multi floor layout. The only offers received were from owner occupiers with a view to convert to residential. Whilst the two years marketing evidence stipulated by Policy E2 hasn't quite been met, the applicant has demonstrated well over a year's worth which is consistent with the marketing activity of other sites on the mews that have converted to residential. Furthermore, CPG Employment sites allows for flexibility in certain circumstances where marketing evidence has been carried out for at least a year. As such, the loss of employment floorspace in this location has demonstrated to be acceptable.

In terms of the appropriateness of the site for housing, the mews has gradually shifted from commercial to residential use over recent years plus the wider area is predominantly residential and so the principle of residential in this location is acceptable.

The residential offer comprises two 2-beds and one 1-bed which is compliant with policy in that it provides a good proportion of a high priority dwelling size. All units would exceed the space standards, have a rational and efficient layout and receive good outlook and daylight. There are two duplexes situated over first and second floor levels to allow for living rooms and kitchens to be at first floor where there is better outlook compared to the second floor which is at loft level and obtains its outlook largely from rooflights.

The two new windows proposed on the side elevation are deemed acceptable in design terms. Elsewhere on the building, windows would be replaced and upgraded to match the existing appearance.

Owing to the residential uplift exceeding 100 sqm and 1 new unit, an affordable housing contribution is required. Given the capacity is fewer than 10 units, a payment-in-lieu is accepted. The contribution has been calculated based on an uplift of residential floorspace of 230.2sqm (GIA) which results in an affordable housing target of 4% (based on a 2% target per 100sqm). The affordable housing floorspace provision is 9.208sqm for which £5,000 per sqm is sought resulting in a payment in lieu of £46,040. The applicant submitted a viability assessment which was then independently audited. The audit concluded that the full policy compliant PIL was viable. The applicant agrees to this and it shall be secured by a section 106.

Two new windows would be installed in the east elevation at second floor level. These would be obscure glazed to prevent views into the rear gardens and windows of properties on Torriano Avenue. It is noted that the separation distance between windows is more than the 18m stipulated in CPG Amenity; however, the distance to the rear gardens would be less and as such mitigation is considered appropriate. There are no other amenity concerns with the application.

The two existing parking bays will be used to accommodate bin and bike storage, details of which shall be secured by condition to ensure acceptable design. The cycle parking provision would be for 6 bikes which exceeds policy requirement and is welcomed. All 3 units would be secured as car-free via a Section 106 agreement.

- 2 Three objections were initially received and one later withdrawn following revisions to the scheme. The objections were all regarding overlooking of rear windows and gardens associated with the creation of new window openings in the east elevation. These have since been reduced in number from 6 to 2 and obscure glazed. The planning and appeal 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, E2, H1, H4, H6, H7, T1, T2, D1 and D2 of the Camden Local Plan 2017 and policy D3 of the Kentish Town Neighbourhood Plan 2016. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework.
- 3 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).

- 4 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.
- 5 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.

- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) 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

