

DATED 10 January 2024

(1) QUINTET INVESTMENTS LIMITED

and

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

A G R E E M E N T
relating to land known as
1 LYMINGTON ROAD LONDON NW6 1HX

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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CLS/COM/AS/1800.2709

FINAL

THIS AGREEMENT is made the 10th day of January 2024

B E T W E E N:

A. **QUINTET INVESTMENTS LIMITED** (Co. Regn. No. 13910783) whose registered office is at 1a Chalk Farm Parade, Adelaide Road, London, NW3 2BN (hereinafter called "the Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 184768.

1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 31 July 2023 and the Council resolved to grant permission conditionally under reference number 2023/3119/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.

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"	demolition of existing ground floor rear extension and construction of new single storey rear extension with green roof, alterations to side fenestrations, reconfiguration and amalgamation of existing 4 x studio and 1 x 1 bedroom ground floor flats to provide 2 x studio flats and 1 x 2 bedroom flat, erection of timber bike stores with sedum roof and bin store within the front garden and associated works as shown on drawing numbers:- 2312_EX_100, 2312_EX_110, 2312_EX_200, 2312_EX_300, 2312_EX_310, 2312_EX_320, 2312_EX_330 dated 26.07.2023, 2312_PA_100 Rev A dated 06.09.2023, 2312_PA_120 Rev A dated 06.09.2023, 2312_PA_130 dated 26.07.2023, 2312_PA_200 Rev A dated 06.09.2023, 2312_PA_300 dated 26.07.2023, 2312_PA_310 dated 26.07.2023, 2312_PA_320 dated 26.07.2023, 2312_PA_330 Rev A dated 06.09.2023, 2312_PA_400 dated 26.07.2023, Cover Letter dated 27 July 2023 Reference 23213/KM prepared by FIRSTPLAN, Planning, Heritage, Design and Access Statement dated July 2023 Reference 23/KM prepared by FIRSTPLAN, Arboricultural Survey Impact Assessment & Method Statement Report dated August 2023 Reference AIA/MF/0144/23 prepared by Marcus Foster Arboricultural Design & Consultancy
2.4	"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
2.5	"Occupation Date"	the date when any part of the Development is occupied and

		the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council and the Owner
2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 31 July 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/3119/P subject to conclusion of this Agreement
2.8	"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
2.9	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.10	"the Property"	the land known as 1 Lymington Road, London, NW6 1HX the same as shown shaded grey on the plan annexed hereto
2.11	"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
2.12	"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

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 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 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.

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 2023/3119/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.

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2023/3119/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 and its monitoring fees 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**

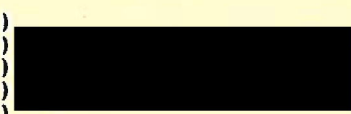
8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

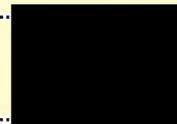
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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

EXECUTED AS A DEED BY
QUINTET INVESTMENTS 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: Max Smith

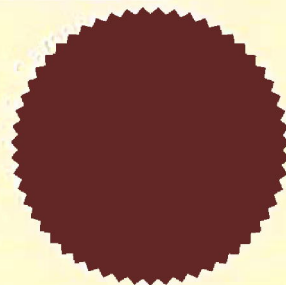
Address: 11 Oxford Drive, Tring, HP23 4EQ

Occupation: Director

**CONTINUATION OF S106 AGREEMENT IN RELATION TO
1 LYMINGTON ROAD LONDON NW6 1HX**

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

..... 
Authorised Signatory



1 Lymington Road - 2023/3119/P



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Application ref: 2023/3119/P
Contact: Alex Kresovic
Tel: 020 7974 3134
Date: 17 November 2023

Firstplan
Broadwall House
21 Broadwall
London
SE1 9PL
United Kingdom



Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE
Phone: 020 7974 4444
planning@camden.gov.uk
www.camden.gov.uk/planning

Dear Sir/Madam

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:
1 Lymington Road
London
NW6 1HX

PROPOSAL

DECISION
Demolition of existing ground floor rear extension and construction of new single storey rear extension with green roof, alterations to side fenestrations, reconfiguration and amalgamation of existing 4 x studio and 1 x 4 bedroom ground floor flats to provide 2 x studio flats and 1 x 2 bedroom flat, erection of timber bike stores with sedum roof and bin store within the front garden and associated works.

Drawing Nos: 2312_EX_100, 2312_EX_110, 2312_EX_200, 2312_EX_300, 2312_EX_310, 2312_EX_320, 2312_EX_330 dated 26.07.2023, 2312_PA_100 Rev A dated 06.09.2023, 2312_PA_120 Rev A dated 06.09.2023, 2312_PA_130 dated 26.07.2023, 2312_PA_200 Rev A dated 06.09.2023, 2312_PA_300 dated 26.07.2023, 2312_PA_310 dated 26.07.2023, 2312_PA_320 dated 26.07.2023, 2312_PA_330 Rev A dated 06.09.2023, 2312_PA_400 dated 26.07.2023, Cover Letter dated 27 July 2023 Reference 23213/KM prepared by FIRSTPLAN, Planning, Heritage, Design and Access Statement dated July 2023 Reference 23/KM prepared by FIRSTPLAN, Arboricultural Survey Impact Assessment & Method Statement Report dated August 2023 Reference AIA/MF/0144/23 prepared by Marcus Foster Arboricultural Design & Consultancy.

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:

2312_EX_100, 2312_EX_110, 2312_EX_200, 2312_EX_300, 2312_EX_310, 2312_EX_320, 2312_EX_330 dated 26.07.2023, 2312_PA_100 Rev A dated 06.09.2023, 2312_PA_120 Rev A dated 06.09.2023, 2312_PA_130 dated 26.07.2023, 2312_PA_200 Rev A dated 06.09.2023, 2312_PA_300 dated 26.07.2023, 2312_PA_310 dated 26.07.2023, 2312_PA_320 dated 26.07.2023, 2312_PA_330 Rev A dated 06.09.2023, 2312_PA_400 dated 26.07.2023, Cover Letter dated 27 July 2023 Reference 23213/KM prepared by FIRSTPLAN, Planning, Heritage, Design and Access Statement dated July 2023 Reference 23/KM prepared by FIRSTPLAN, Arboricultural Survey Impact Assessment & Method Statement Report dated August 2023 Reference AIA/MF/0144/23 prepared by Marcus Foster Arboricultural Design & Consultancy.

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017 and policy 2 of the Fortune Green West Hampstead Neighbourhood Plan 2015.

- 4 Before the development commences, details of secure and covered cycle storage area for four (4) 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 and policy 8 of the Fortune Green West Hampstead Neighbourhood Plan 2015.

- 5 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
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used
 - iii. 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.

- 6 Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the Arboricultural Survey, Impact Assessment and Method Statement (BS5837:2012) dated August 2023 ref. AIAMF/D144/23 by Marcus Foster Arboricultural Design and Consultancy. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with BS5837:2012 and with the approved protection details. The development shall be monitored by the project arboriculturalist in accordance with the approved report.

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

Informative(s):

1 Reasons for granting permission:

The proposed construction of a new single storey ground floor rear extension as part of an existing three storey semi-detached residential property (two full storeys with accommodation in the roof) which is sub-divided into 13 flats, comprising a mix of studios and one bedroom flats, would replace an existing, but smaller rear extension.

The proposed new single storey rear extension would provide a reconfiguration and amalgamation of existing ground floor flats to provide 2 x studio flats and 1 x 2 bedroom flat. Only the five existing ground floor units are affected by the works (units 1, 2, 15, 16 and 17). No internal changes are proposed to the upper floor flats.

Policy H3 seeks to resist development that would involve the net loss of two or more homes, however such losses may be acceptable in some circumstances. The scheme would essentially amalgamate five flats into three (loss of 2), justified on the basis that the existing units are more than 20% below residential space standards and do not meet the needs of today's housing stock. The net loss of two flats will not involve a net loss of residential floorspace and will create three larger flats of higher amenity quality.

The proposed extension would be constructed in materials that resemble, as closely as possible, in colour and texture those of the existing building. The rear infill extension will not be readily seen within the wider context of the conservation area, and would have a height and depth commensurate and proportionate to the host building and the adjoining property's rear extension. As such, the proposal would maintain a subordinate appearance to the host building, which would preserve the character and appearance of the conservation area.

Policy T1 requires cycle parking at developments to be provided in accordance with the standards set out in the London Plan. For studio flats the requirement is for 1 space per unit, whilst for units with 2 or more bedrooms the requirement is for 2 spaces, which gives an overall requirement for 4 spaces for this development. The submitted plans show 2 single space timber cycle stores with sedum roof in the front garden behind the front boundary hedging with a maximum height of 1.4m for the 2 studios at the front of the property, and a 2 space timber store in the rear garden for the 2 bedroom flat, which meets the required level of provision. The provision of these cycle stores should be secured by condition .

The three new flats will be secured as on-street Residents parking permit (car) free by means of a Section 106 Agreement. Whilst the proposed homes would be new units of occupation, the scheme would represent a reduced impact in terms of car parking and parking stress given the overall reduction in units/occupation and this complies with the overall aims of Local Plan policy T2 .

No trees are proposed for removal in order to facilitate development. It is considered that the impact of the scheme on the trees to be retained will be of an acceptable level and the proposed tree protection measures, provided in the submitted Arboricultural Survey, Impact Assessment and Method Statement, are considered sufficient to demonstrate that the trees will be protected in accordance with BS5837:2012. As such, a condition will be placed on the decision notice requiring the development to adhere to the approved arboricultural report.

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.

The proposed works due to their nature and position, and the existing structures, are not considered to cause any detrimental impact on amenity in terms of loss of light and outlook.

- 2 No objections were received prior to making this decision. This and the planning history of the site have been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, D1, D2, T1 and T2 of Camden Local Plan 2017. The development would also accord with the Fortune Green West Hampstead Neighbourhood Plan 2015, National Planning Policy Framework 2023 the London Plan 2021.

- 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 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