

DATED 17 January 2024

**(1) SHIER AVIV ZISER DAWOOD and ALEXANDER JOSEPH DAWOOD**

and

**(2) BANK OF SCOTLAND PLC**

and

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

**AGREEMENT**

relating to land known as  
**111 CANFIELD GARDENS LONDON NW6 3DY**

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/1800.2482

s106 FINAL

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## **SCHEDULES**

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THIS AGREEMENT is made the 17<sup>th</sup> day of January 2024

**BETWEEN:**

- A. **SHIER AVIV ZISER DAWOOD and ALEXANDER JOSEPH DAWOOD** of 111 Canfield Gardens, London, NW6 3DY (hereinafter called "the Owner") of the first part
- B. **BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. SC327000) whose registered office is at The Mound, Edinburgh, EH1 1YZ care of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS (hereinafter called "the Leaseholder") of 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 NGL377056 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 September 2021 and the Council resolved to grant permission conditionally under reference number 2021/4585/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.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL377056 and dated 4 October 2022 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the construction of the Development or thereafter
2.4	"Basement Approval in Principle Contribution"	the sum of £1,615.69 (one thousand six hundred and fifteen pounds and sixty-nine pence) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
2.5	"the Development"	formation of car lift system on paved forecourt to give access to 2 basement car parking spaces. Amended soft garden landscaping to part of frontage, relocated bins and provision of planter, alterations to the existing boundary wall/piers with new mild-steel gates and railings. Works to the ground floor elevation to re-instate the historic elevation of the house as shown on drawing numbers:- Location Plan - NW6_111CG_LP01, Existing Basement & Ground Floor



		Plans - NW6_111CG_EX01B, Existing Front Elevation including lightwells - NW6_111CG_EX02, Existing Section AA - NW6_111CG_EX03, Proposed Basement & Ground Floor Plans - NW6_111CG_PP01E, Proposed Front Elevation & Front Boundary Treatment NW6_111CG_P02, Proposed Front Elevation including basement - NW6_111CG_PP04A, Proposed Section - NW6 111CG PP03A, Car Lift Construction details C-XXX7 M1 WR 30, Basement Construction Details - Martin Redston Associates - TP1, TP2, TP3, Basement Foundation Plans - Martin Redston Associates - 01, 02, 03, 04, Flood Risk Assessment (WTFR-FRA-2022/05/Q05 Rev D - December 2022), Basement Impact Assessment (Site Analytical Services Ltd - 19/31225-2 January 2020), Design & Access Statement (Willingale Associates - July 2021), Urban Greening Factor Calculator
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
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	mean the Council the Owner and the Mortgagee
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 21 September 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/4585/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 111 Canfield Gardens, London, NW6

		3DY the same as shown shaded grey on the plan annexed hereto
2.13	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction 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 Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

**4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

**4.1 BASEMENT APPROVAL IN PRINCIPLE**

**4.1.1 On or prior to the Implementation Date to:-**

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

**4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:**

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application 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 2021/4585/P the date upon which the Development will be ready for Occupation.**

**5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.**



- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2021/4585/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2021/4585/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.



- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2021/4585/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner 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

CONTINUATION OF S106 AGREEMENT IN RELATION TO  
111 CANFIELD GARDENS, LONDON, NW6 3DY

EXECUTED AS A DEED BY  
SHIER AVIV ZISER DAWOOD  
in the presence of:

)  
)  
)



.....  
Witness Signature

Witness Name:

Spyridon Leoussis  
Solicitor of the Senior Courts of  
England and Wales

Address:

Occupation:

NWL SOLICITORS  
7 HAMPSTEAD WEST, 224 IVERSON ROAD  
LONDON NW6 2HL  
TEL: 0207 328 2929 FAX: 0207 625 2844  
DX: 53656 WEST HAMPSTEAD



**EXECUTED AS A DEED BY  
ALEXANDER JOSEPH DAWOOD**  
in the presence of:

**Witness Name:**

**Address:**

**Occupation:**

**Leoussis**  
Senior Courts of  
England and Wales

**NWL SOLICITORS**  
7 HAMPSTEAD WEST, 224 IVERSON ROAD  
LONDON NW6 2HL  
TEL: 0207 328 2929 FAX: 0207 625 2844  
DX: 53658 WEST HAMPSTEAD

CONTINUATION OF S106 AGREEMENT IN RELATION TO  
111 CANFIELD GARDENS, LONDON, NW6 3DY

EXECUTED AS A DEED BY )  
BANK OF SCOTLAND PLC )  
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:

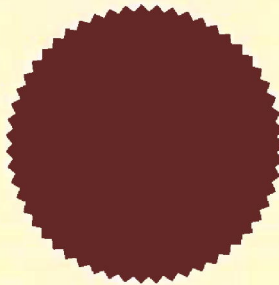
Occupation:

Executed as a Deed by Jessica Wigfield  
As Attorney for and on behalf of [REDACTED]  
Bank of Scotland PLC [REDACTED]  
In the presence of Witness [REDACTED]  
Name: *IAN ROBERTS*  
Address: Furnival Court, Sheffield S4 7YB

**CONTINUATION OF S106 AGREEMENT IN RELATION TO  
111 CANFIELD GARDENS, LONDON, NW6 3DY**

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

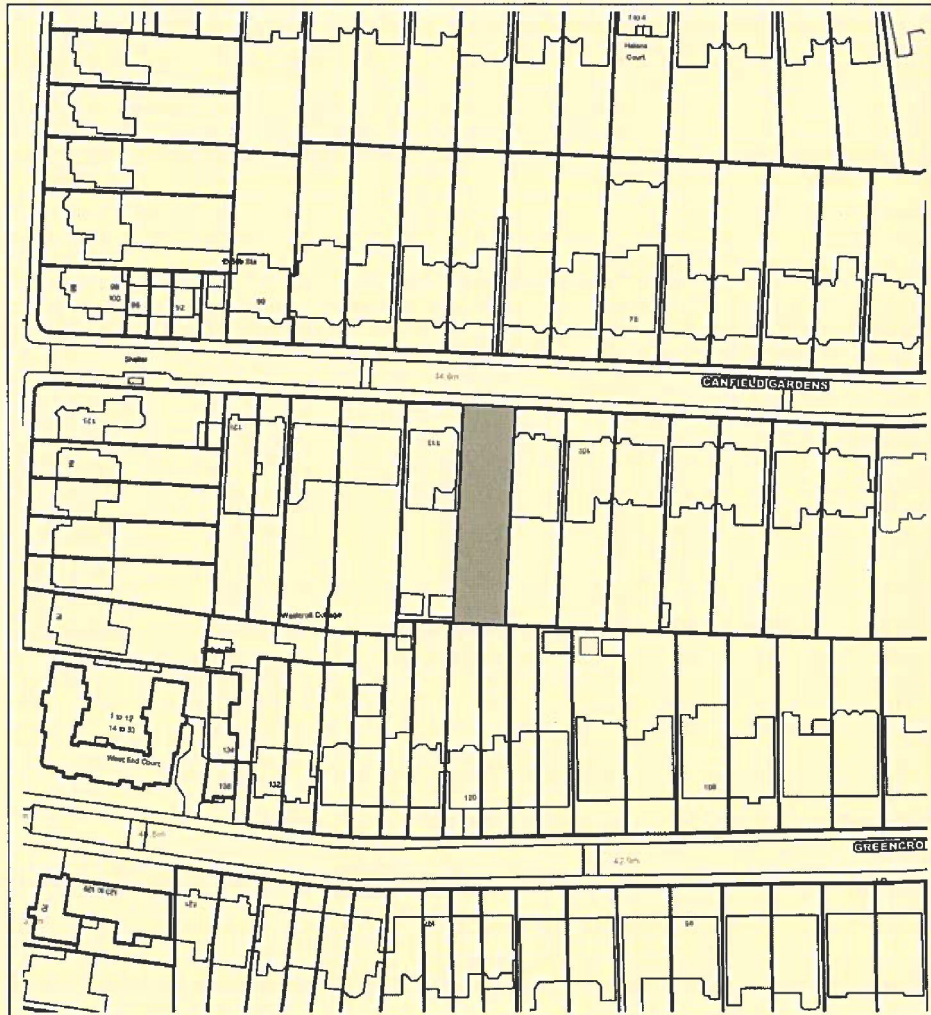
.....  
**Authorised Signatory**



SCHEDULE 1

Plan

111 CANFIELD GARDENS – 2021/4585/P



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**SCHEDULE 2**  
**Draft Planning Permission**

Application ref: 2021/4585/P  
Contact: Adam Greenhalgh  
Tel: 020 7974 6341  
Date: 23 October 2023

Willingale Associates  
Willingale Associates  
56 Clerkenwell Road  
London  
EC1M 5PX



Development Management  
Regeneration and Planning  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE  
Phone: 020 7974 4444  
[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://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:  
111 Canfield Gardens  
London  
NW6 3DY

**PROPOSAL:**

**DECISION**  
Formation of car lift system on paved forecourt to give access to 2 basement car parking spaces. Amended soft garden landscaping to part of frontage, relocated bins and provision of planter, alterations to the existing boundary wall/piers with new mild steel gates and railings. Works to the ground floor elevation to re-instate the historic elevation of the house.

Drawing Nos: Location Plan - NW6\_111CG\_LP01, Existing Basement & Ground Floor Plans - NW6\_111CG\_EX01B, Existing Front Elevation including lightwells - NW6\_111CG\_EX02, Existing Section AA - NW6\_111CG\_EX03, Proposed Basement & Ground Floor Plans - NW6\_111CG\_PP01E, Proposed Front Elevation & Front Boundary Treatment NW6\_111CG\_P02, Proposed Front Elevation including basement - NW6\_111CG\_PP04A, Proposed Section - NW6\_111CG\_PP03A, Car Lift Construction details C-XXX7 M1 WR 30, Basement Construction Details - Martin Redston Associates - TP1, TP2, TP3, Basement Foundation Plans - Martin Redston Associates - 01, 02, 03, 04, Flood Risk Assessment (WTFR-FRA-2022/05/Q05 Rev D - December 2022), Basement Impact Assessment (Site Analytical Services Ltd - 19/31225-2 January 2020), Design & Access Statement (Willingale Associates - July 2021), Urban Greening Factor Calculator

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 drawings/documents:

Location Plan - NW6\_111CG\_LP01, Existing Basement & Ground Floor Plans - NW6\_111CG\_EX01B, Existing Front Elevation including lightwells - NW6\_111CG\_EX02, Existing Section AA - NW6\_111CG\_EX03, Proposed Basement & Ground Floor Plans - NW6\_111CG\_PP01E, Proposed Front Elevation & Front Boundary Treatment NW6\_111CG\_P02, Proposed Front Elevation including basement - NW6\_111CG\_PP04A, Proposed Section - NW6\_111CG\_PP03A, Car Lift Construction details C-XXX7 M1 WR 30, Basement Construction Details - Martin Redston Associates - TP1, TP2, TP3, Basement Foundation Plans - Martin Redston Associates - 01, 02, 03, 04, Flood Risk Assessment (WTFR-FRA-2022/05/Q05 Rev D - December 2022), Basement Impact Assessment (Site Analytical Services Ltd - 19/31225-2 January 2020), Design & Access Statement (Willingale Associates - July 2021), Urban Greening Factor Calculator

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

- 4 The basement development shall be constructed in accordance with the method and recommendations set out in the following documents: Basement Impact Assessment (Site Analytical Services Ltd - 19/31225-2 - revised September 2021) and the recommendations set out in Campbell Reith's audit report 13693-23 revision F1 dated November 2022.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 5 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, check for compliance with the design (as approved by the local planning authority and building control body) and monitor the critical elements of both permanent and temporary basement construction works throughout their duration. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2(if in CA) and A5 of the London Borough of Camden Local Plan 2017.

- 6 The lawn with shrubs and planter with screening bush shown on the proposed basement and ground floor plans (Drawing NW6\_111CG\_PP01E) shall be provided prior to the first use of the car lift hereby approved and permanently retained thereafter.

Reason: To ensure a satisfactory appearance, level of biodiversity and drainage potential at the site in accordance with policies A3, D1, D2 and CC3 of the Camden Local Plan 2017.

- 7 Prior to commencement of development, full details of the sustainable drainage system including permeable paving of at least 4.45m<sup>3</sup>, shall be submitted to and approved in writing by the local planning authority. Infiltration testing should be conducted to determine whether discharging runoff via infiltration is feasible on the site. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of a building or in any utility plant susceptible to water. A revised drainage statement, SuDS pro-forma and supporting evidence should be included showing:

- The proposed SuDS or drainage measures including storage capacities
- The proposed surface water discharge/infiltration rates

Details shall include a lifetime maintenance plan, and systems shall thereafter be retained and maintained in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies

- 8 The car lift hereby approved shall be kept in the lowered position when not in use.

Reason: To preserve the character and appearance of the streetscene in accordance with policies D1 and D2 of the Camden Local Plan 2017.



- 9 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) Permeable block paving

b) Block paving slips

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 policy D1 (and D2 if in CA) of the London Borough of Camden Local Plan 2017.

- 10 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A3, D1 and D2 of the London Borough of 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 It should be noted that an infiltration rate greater than  $1 \times 10^{-6}$  m/s is suitable

If infiltration is shown not to be feasible, then attenuated runoff would need to be discharged via another method eg. discharge to a watercourse or discharge to the public sewer. Any discharge to a public sewer should be at a rate as close to greenfield run off rate as possible and significantly improve on the current discharge rate.

The FRA rev d Dec 2022 states:

The proposed development sees the impermeable area being reduced to 0m<sup>2</sup> (from 63.7m<sup>2</sup> of parking forecourt area)

17.85m<sup>2</sup> will see surface water fall onto grass.



The other 48.25m<sup>2</sup> will consist of permeable paving proposed to have the subbase at a 450mm depth. With an area of 33m<sup>2</sup> (48m<sup>2</sup> minus the 15m<sup>2</sup> car lift roof area), a 450mm depth and a typical void ratio of 30% (0.3) this will see a subbase storage volume of 4.45m<sup>3</sup>

- 3 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 4 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at [www.camden.gov.uk](http://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.

- 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-householder-planning-decision>.

If you submit an appeal against this decision you are now eligible to use the new *submission form* (Before you start - Appeal a planning decision - GOV.UK).

Yours faithfully

Supporting Communities Directorate