

Date: 6 March 2024  
Your reference:  
Our reference: 2023/3595/P 1800.2736  
Enquiries to: emily.shelton-agar@camden.gov.uk

London Borough of Camden  
Supporting Communities Directorate  
5 Pancras Square  
Kings Cross  
London, N1C 4AG

Phone: 0207 974 3419

[www.camden.gov.uk](http://www.camden.gov.uk)

David Burns  
Director of Economy, Regeneration and Investment  
London Borough of Camden  
Town Hall  
Argyle Street  
LONDON  
WC1H 8EQ

Dear David

**SHADOW SECTION 106 AGREEMENT  
HEYBRIDGE CAR PARK CASTLE ROAD LONDON NW1 8TD  
PLANNING REFERENCE 2023/3595/P**

I refer to the above matter.

The Local Planning Authority requires that I make an unequivocal written statement from myself confirming two matters to the Director of Economy, Regeneration and Investment. Please accept this letter in compliance with that requirement.

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Development Department in the construction and operation of the development at Heybridge Car Park Castle Road London NW1 8TD, will comply with the conditions marked with an asterisk in the planning permission referenced 2023/3595/P in the manner set out in the obligations contained within the attached shadow s106 Agreement.

I also further confirm that my Department will not dispose of any relevant interests in the Heybridge Car Park Castle Road London NW1 8TD without first ensuring that any new owner simultaneously executes a Section 106 Agreement securing the obligations contained in the shadow s106 Agreement.

Yours sincerely



Neil Vokes  
Director of Development  
London Borough of Camden

**SHADOW S106 AGREEMENT  
TO BE READ IN CONJUNCTION WITH  
PLANNING PERMISSION REFERENCED 2023/3595/P DATED XX March 2024**

**DATED**

**2024**

**(1) OWNER**

**and**

**(2) [OTHER INTERESTED PARTIES]**

**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  
HEYBRIDGE CAR PARK  
CASTLE ROAD  
LONDON NW1 8TD**

**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;  
Section 1(1) of the Localism Act 2011; and  
Section 278 of the Highways Act 1980**

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 4125  
CLS/COM/ESA.1800.2736  
FINAL

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2024

**B E T W E E N:**

- A. **[OWNER]** (Co. Regn. No. \_\_\_\_\_) whose registered office is at \_\_\_\_\_ (hereinafter called "the Owner") of the first part
- B. **[INTERESTED PARTIES]** of [ \_\_\_\_\_ ] (hereinafter called "the \_\_\_\_\_") 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/Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN253292 [subject to a charge to the Mortgagee].
- 1.2 The Owner/Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number \_\_\_\_\_ [subject to a charge to the Mortgagee].
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 30 August 2023 and the Council resolved to grant permission conditionally under reference number 2023/3595/P subject to the conclusion of this legal Agreement.

1.7 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 and dated 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	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"the Construction Phase"	the whole period between  (a) the Implementation Date and  (b) the date of issue of the Certificate of Practical Completion  and for the avoidance of doubt includes the demolition of the Existing Buildings
2.5	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating

		to the good practice for developers engaged in building activities in the London Borough of Camden
2.6	"Demolition Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> <li>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</li> <li>(b) proposals to ensure there are no adverse effects on the Conservation Area features</li> <li>(c) amelioration and monitoring effects on the health and amenity of local residences site construction/demolition workers local businesses and adjoining developments undergoing construction/demolition;</li> <li>(d) amelioration and monitoring measures over construction/demolition traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance</li> </ul>

		<p>of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction/demolition waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.7	“the Demolition Management Plan Bond”	the sum of £8,000 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Demolition Management Plan following the procedures set out in clause 4.2
2.8	“the Demolition Management Plan Implementation Support Contribution”	the sum of £4,194 (four thousand one hundred and ninety four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Demolition Management Plan and verification of the proper operation of the approved Demolition Management Plan during the Construction Phase

2.9	"the Development"	demolition of car park podium structure and associated works as shown on drawing numbers:- Site Location Plan 14041-CRH-XX-XX-FG-G-7003 - P1, 14041-CRH-XX-XX-FG-G-7002 - P3, 14041 CRH XX XX DR C 5050 P1, 14041 CRH Z1 00 DR S 0911, 14041 CRH Z1 00 DR S 0910, 14041 CRH Z1 ZZ DR S 0928, 14041 CRH Z1 ZZ DR S 0927, 14041 CRH Z1 ZZ DR S 0926, 14041 CRH Z1 ZZ DR S 0925 P1, 14041 CRH Z1 ZZ DR S 0924, 14041 CRH Z1 ZZ DR S 0923, Air Quality Technical Note (Campbell Reith dated 9/08/2023), Tree Survey (Ligna dated 23/04/2021), Planning Statement (Tibbalds 29/08/23), Geotechnical and Geo-environmental preliminary risk assessment (desk study) (Campbell Reith May 2023), Asset Location Search Water Map (Thames Water), Draft Demolition Management Plan (Sept 2023)
2.10	"the Existing Building"	the buildings existing on the Property as at the date of this Agreement
2.11	"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
2.12	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.13	"the Parties"	mean the Council the Owner and the Mortgagee
2.14	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 30 August 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/3595/P subject to conclusion of this Agreement
2.15	"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
2.16	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.17	"the Property"	the land known as Heybridge Car Park Castle Road London

		NW1 8TD the same as shown shaded grey on the plan annexed hereto
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3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the 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, and 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.



3.9 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **DEMOLITION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to:

- (a) pay to the Council the Demolition Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft Demolition Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (a) received the Demolition Management Plan Implementation Support Contribution in full; and
- (b) approved the Demolition Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Demolition Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

## 4.2 DEMOLITION MANAGEMENT PLAN BOND

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Demolition Management Plan Bond in full.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Demolition Management Plan Bond in full.
- 4.2.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Demolition Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.2.4 The Owner must once notified by the Council in accordance with Clause 4.2.3 acknowledge the notice within 24 hours of being notified and:
- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
  - (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.2.5 In the event the Owner does not comply with the obligations in 4.2.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Demolition Management Plan specified in the notice served under clause 4.2.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Demolition Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Demolition Management Plan Bond up to the maximum sum of the Demolition Management Plan Bond.

4.2.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Demolition Management Plan Bond less any deductions properly made under clause 4.2.5.

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 2023/3595/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 Head of Legal

Services 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 2023/3595/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 2023/3595/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 2023/3595/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(s) [and the ] 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

**OR**

**IN WITNESS** whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

**THE COMMON SEAL OF/ )**  
**EXECUTED AS A DEED BY )**  
**LIMITED )**  
**was hereunto affixed )**  
**in the presence of:-/ )**  
**acting by a Director and its Secretary )**  
**or by two Directors )**

.....  
**Director**

.....  
**Director/Secretary**

**EXECUTED AS A DEED BY )**  
**in the presence of: )**

.....  
**Witness Signature**

**Witness Name:**





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

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

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

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

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

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



## Hadley Street Podium

## Site Location

Client: London Borough of Camden

Scale: 1:500@A4  
 CampbellReith OS Copyright: © Crown copyright. All rights reserved. Licence number 100020027  
 Contains Ordnance Survey data © Crown copyright and database right 2023. Camden - Land Registry Search: CastleRd-3 Way\_1250A4NW1\_8PU (Aug 2019)  
 Job Number: 14041  
 Drawn by - Checked by: RLF - JG  
 Drg No - Status/Revision: 14041-CRH-XX-XX-FG-G-7003 - P1  
 File location: N:\14000 - 14249\14041 L - Hadley Street\Project\_Workspaces (pdf in Outputs)  
 Date (Revision History): 23/08/2023 (P1, First Issue, 23/08/23, RLF)

**CampbellReith**  
 consulting engineers

LONDON 020 7340 1700 ■ MANCHESTER 0161 819 3060  
 BRISTOL 0117 916 1066 □ BIRMINGHAM 01675 467 484  
[www.campbellreith.com](http://www.campbellreith.com)

Application ref: 2023/3595/P  
Contact: Edward Hodgson  
Tel: 020 7974 8186  
Email: Edward.Hodgson@camden.gov.uk  
Date: 11 December 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](mailto:planning@camden.gov.uk)

[www.camden.gov.uk](http://www.camden.gov.uk)

Tibbalds Planning and Urban Design  
30 King's Bench Street  
London  
SE1 0QX  
United Kingdom

# DRAFT

Dear Sir/Madam

**DECISION**

Town and Country Planning Act 1990 (as amended)

**Councils Own Permission Under Regulation 3 Granted Subject to a Section 106 Legal Agreement**

Address:

**Heybridge Car Park  
Castle Road  
London  
NW1 8TD**

# DECISION

Proposal:

Demolition of car park podium structure and associated works

Drawing Nos: Site Location Plan 14041-CRH-XX-XX-FG-G-7003 - P1, 14041-CRH-XX-XX-FG-G-7002 - P3, 14041 CRH XX XX DR C 5050 P1, 14041 CRH Z1 00 DR S 0911, 14041 CRH Z1 00 DR S 0910, 14041 CRH Z1 ZZ DR S 0928, 14041 CRH Z1 ZZ DR S 0927, 14041 CRH Z1 ZZ DR S 0926, 14041 CRH Z1 ZZ DR S 0925 P1, 14041 CRH Z1 ZZ DR S 0924, 14041 CRH Z1 ZZ DR S 0923, Air Quality Technical Note (Campbell Reith dated 9/08/2023), Tree Survey (Ligna dated 23/04/2021), Planning Statement (Tibbalds 29/08/23), Geotechnical and Geo-environmental preliminary risk assessment (desk study) (Campbell Reith May 2023), Asset Location Search Water Map (Thames Water), Draft Demolition Management Plan (Sept 2023)

The Council has considered your application and decided to grant permission subject to the following condition(s):

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:

Site Location Plan 14041-CRH-XX-XX-FG-G-7003 - P1, 14041-CRH-XX-XX-FG-G-7002 - P3, 14041 CRH XX XX DR C 5050 P1, 14041 CRH Z1 00 DR S 0911, 14041 CRH Z1 00 DR S 0910, 14041 CRH Z1 ZZ DR S 0928, 14041 CRH Z1 ZZ DR S 0927, 14041 CRH Z1 ZZ DR S 0926, 14041 CRH Z1 ZZ DR S 0925 P1, 14041 CRH Z1 ZZ DR S 0924, 14041 CRH Z1 ZZ DR S 0923, Air Quality Technical Note (Campbell Reith dated 9/08/2023), Tree Survey (Ligna dated 23/04/2021), Planning Statement (Tibbalds 29/08/23), Geotechnical and Geo-environmental preliminary risk assessment (desk study) (Campbell Reith May 2023), Asset Location Search Water Map (Thames Water), Draft Demolition Management Plan (Sept 2023)

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

- 3 The demolition hereby approved shall divert 95% of waste from landfill and comply with the Institute for Civil Engineer's Demolition Protocol and either reuse materials on-site or salvage appropriate materials to enable their reuse off-site. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to reducing waste and supporting the circular economy in accordance with the requirements of Policy CC1 of the London Borough of Camden Local Plan 2017.

- 4 \*\* DMP

Prior to commencement of demolition, a Demolition Management Plan (DMP) (including provision for Air Quality Monitoring on the site) shall be submitted to and approved by the local planning authority.

The DMP shall set out all measures that the Owner will adopt in undertaking the demolition of the existing building using good site practices in accordance with the Council's Considerate Contractor Manual.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition period and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community forum group involving local residents and businesses, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from demolition activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

The measures contained in the Demolition Management Plan shall at all times remain implemented during all works of demolition.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies A1, T3 and T4 of the London Borough of Camden Local Plan 2017.

5 \*\* DMP monitoring fee

On or prior to Implementation, confirmation that the necessary measures for the provision monitoring the Demolition Management Plan (DMP) shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies A1, T3 and T4 of the London Borough of Camden Local Plan 2017.

6 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". 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 the approved protection details.

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 London Borough of Camden Local Plan 2017.

Informative(s):

1 Reasons for granting permission:

Planning permission is sought for the demolition of the existing car parking podium structure which is located adjacent to Heybridge block. Castle Road is located to the north, with Hadley Street to the west and Lewis Street to the south. The car park is accessed via a ramp under Heybridge block accessed from Grafton Crescent.

The area that would be demolished would be approx. 730.5sqm. It is understood that the car park is vacant and has been unused for some time. The structure has little architectural merit and could not be feasibly reused or retained. The Council is seeking to demolish the structure to make way for new housing on this site which would be brought forward as part of the Community Investment Programme's (CIP) Small Sites Programme. Self-contained housing, and in particular affordable housing, is the Council's priority land use.

As such, in line with the Council's sustainability policies, the substantial demolition can be justified in this instance. To mitigate against the impact of demolition, a condition is attached requiring 95% of waste to be diverted away from landfill.

The demolition of the structure would not harm the character and appearance of the wider streetscene. New temporary hoardings are proposed around the site during the demolition which is considered acceptable as they would not be permanent structures.

Given the scale of demolition, it is considered necessary to secure a Demolition Management Plan (DMP) secured via a shadow Section 106 legal agreement and by condition. The DMP would seek to reduce amenity harm to neighbouring occupiers and transport impacts on the local road network.

As such, the proposal is not considered to cause any adverse impacts on the amenity of adjoining residential occupiers.

A condition is attached requiring details outlining how the trees around the site will be protected during the works.

Mitigation measures to control air quality impacts from the demolition would be provided in the DMP.

Two objections and one comment were received. A separate consultation summary report has been undertaken to address the points raised in these objections and comments.

The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, A2, A3, A4, CC1, CC2, T1, T4, H1 and D1 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2023.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.

- 4 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at [www.camden.gov.uk](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 The matters covered by conditions marked with an \*\* are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document.

- 6 Construction related air quality impacts - Mitigation

Mitigation measures to control construction-related air quality impacts should be secured within the Demolition Management Plan (DMP) as per the standard DMP Pro-Forma. The applicant will be required to complete the checklist and demonstrate that all mitigation measures relevant to the level of identified risk are being included.

- 7 You are advised the developer and appointed / potential contractors should take the Council's guidance on Demolition Management Plans (DMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP/DMP pro-forma; this is available on the Council's website at:

<https://beta.camden.gov.uk/web/guest/construction-management-plans> or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the DMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of DMPs and approval by the Council.

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

Chief Planning Officer

**DRAFT**

**DECISION**