



Appeal refs: APP/X5210/W/22/3312728 (Appeal A) and APP/X5210/C/23/3316906 (Appeal B)

Hearing Date: 26 March 2024

Appeals by: Jacuna

Development proposed / without planning permission: Change of use of café/restaurant (Class Use E) at 178B Royal Collage Street and storage facilities (Class Use B8) at arches 73,74 and 75 and amalgamation of 178B Royal College Street with Arches 74 and 75 and part of Arch 73 to create commercial kitchen and delivery centre with ancillary offices (Sui Generis). External alterations to shopfront of 178B Royal College Street and provision of plant and machinery to the rear of the Arches 73, 74 and 75 in association with the new use at land at 178B Royal College Street and Arches 73, 74 and 75 Randolph Street, London NW1 0SP.

Agenda

1 Preliminary matters (Appeals A and B)

- Statement of Common Ground
- Situation on the site
 - Floor plan of arches 74 and 75 – 15 or 16 kitchen pods and plan Ref: 1.100_R06 – parties to clarify.
 - Waste management area
 - Plant and machinery
 - As installed shown on plan Ref: AD1.2 R07? Provide a copy.
 - Plant and machinery assessed as part of noise assessment?
- Positions in respect of Camden Broadway Conservation Area, 25-28 Randolph Street and Camden Road Station
- S106 agreement

2 The Enforcement Notice (Appeal B)

- Paragraph 5.2 – add reference to a plan. Any injustice?
- Paragraph 5.3 - any injustice?

3 Appeal A and Appeal B on ground (a)

- **Main issues**
 - (a) the effect of the proposal from deliveries and collections on pedestrian and highway safety in Randolph Street;
 - (b) the effect of the proposal on the living conditions of neighbouring residents in Rousden Street, Randolph Street and Royal College Street, with regards to
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noise from vehicular deliveries and collections;

(c) whether the proposal makes adequate provision in respect of bats, local employment, skills and training, and community working group.

- a. Concerns resolved?
- b. Implementation definition
- c. Any other s106 agreement matters

- **Other matters**

- Benefits
- Anything else?

- **Conditions in respect of Appeal A and ground (a) on Appeal B (without prejudice)**

- Permanent or temporary permission
- Opening hours and times of collections
- Number of kitchens – needs to be precise
- Means of collection
- Cycle and moped parking plan

4 Ground (f)

- Paragraph 5.2 generic and imprecise?
- Paragraph 5.3 – matter resolved?
- Any other points?

5 Ground (g)

- Is 12 months reasonable for the requirements?
 - Notice period for brands operating from the site and their ability to relocate.
 - Are brands tied to Jacuna or are they free to re-locate anywhere?
 - Clarify length of contracts with suppliers and cost of each
 - Cost of outstanding lease if compliance period is 6 or 12 months?
 - Costs offset by income?
 - Effect on brands
 - Alternative premise
 - Moving to an alternative location and effect on customer base
 - Effect on employees
 - Site manager, traffic marshals and cleaners
 - Brands
 - Effect on Jacuna
 - Operating profit and role in overall business
 - Retainer
 - Uber Eats contract – contractual obligations and penalties.
 - Removal of specialist equipment

6 Costs

7 Closing and site visit