

DATED

05 August

2024

(1) KALEMINSTER LIMITED

-and-

(2) PEBBLEAIM LIMITED

-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

BARRIE HOUSE 29 ST EDMUND'S TERRACE LONDON NW8 7QH

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);
s278 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**

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

Tel: 020 7974 3935

G:\case files\culture & env\planning\AS\s106 Agreements\Barrie House, 29 St Edmund's Terrace (CF,
CMP, CMPB, Cycle)
CLS/COM/AS/679440

s106 FINAL

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THIS AGREEMENT is made the 05th day of August 2024

BETWEEN:

- A. **KALEMINSTER LIMITED** (Co. Regn. No. 01818675) whose registered office is at The Old Barn, Ox Lane, Tenterden, Kent, TN30 6NG (hereinafter called "the Freeholder") of the first part

- B. **PEBBLEAIM LIMITED** (Co. Regn. No 01829956) whose registered office is at One Landsdowne Road, London, W11 3AL (hereinafter called "the Leaseholder") 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL361000.

- 1.2 The 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 the registered owner at the Land Registry of a leasehold interest in the roof space of the Property under Title Number NGL510583.

- 1.4 The Leaseholder is the leasehold owner of and is interested in the roof space of Property for the purposes of Section 106 of the Act.

- 1.5 The Freeholder and the Leaseholder shall hereinafter together be referred to as "the Owner".

- 1.6 A Prior Approval Application for the development of the Property was submitted to the Council and validated on 8 August 2022 and the Council resolved to grant prior

approval conditionally under reference number 2022/3705/P subject to the conclusion of this legal Agreement.

1.7 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 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.

1.8 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.

1.9 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 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	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking 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 Third Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal

		<p>possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(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;</p> <p>(b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(c) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(e) 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>
2.5	"the Construction 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

		Construction Management Plan following the procedures set out in clause 4.3
2.6	"the Construction 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 Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.7	"the Construction Phase"	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion
2.8	"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
2.9	"the Development"	erection of one additional storey to provide 1 residential unit on the roof of the residential block of flats including 2 internal terrace areas and installation of a new plant enclosure to the roof as shown on drawing numbers:- 000; 001 (Existing Site plan); 001 (Block Plan); 007; 008; 010; 011; 012; 100.P8.a Rev A; 101.P7; 102.PR.a Rev A; 201.PE.a rev A; 202PE.a Rev A; 203PS.a Rev A; ; Daylight and Sunlight Report for the proposed roof extension at Barrie House prepared by Hollis dated 13/10/2021 (ref 109811- 100/IM/SM/jdp)
2.10	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.11	"the Highways Contribution"	the sum of £1,440 (one thousand four hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of the Highway Works
2.12	"the Highway Works"	all works and associated measures required to install 1 on-

		street long stay Sheffield / Camden M cycle stand (2 cycle spaces) in the vicinity of the Development all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u>
2.13	"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
2.14	"Occupation Date"	the date when any part of the Development is occupied excluding occupation for the purposes of fitting out or marketing the Development and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"the Parties"	mean the Council and the Owner
2.16	"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
2.17	"the Prior Approval Application"	an application for prior approval of the development of the Property submitted to the Council and validated on 8 August 2022 for which a resolution to grant prior approval has been passed conditionally under reference number 2022/3705/P subject to conclusion of this Agreement
2.18	"the Prior Approval"	a prior approval authorising the Development substantially in the draft form annexed hereto
2.19	"the Property"	the land known as Barrie House, 29 St Edmund's Terrace, London, NW8 7QH the same as shown shaded grey on the plan annexed hereto
2.20	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.21	"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

2.22	"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
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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 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Prior Approval 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 the residential unit (being part of the Development) the 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) the 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 number of the residential unit forming the Development (as issued and agreed by the Council's Street Name and

Numbering Department), identifying the residential unit that in the Owner's opinion is affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to:

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

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

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

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction 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.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction 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 Construction 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.

4.3 CONSTRUCTION MANAGEMENT PLAN BOND

4.3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.3.4 The Owner must once notified by the Council in accordance with Clause 4.3.3 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).
- 4.3.5 In the event the Owner does not comply with the obligations in 4.3.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
- 4.3.6 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 Construction Management Plan Bond less any deductions properly made under clause 4.3.5.

4.4 HIGHWAYS CONTRIBUTION: CYCLE STANDS

4.4.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.4.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.

4.4.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.4.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

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 2022/3705/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 Prior Approval reference 2022/3705/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 2022/3705/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 AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2022/3705/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 or 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 The obligations contained within this Agreement shall not be binding upon or enforceable against any statutory undertaker or any individual owner or occupier of the residential unit within the Development.
- 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 Prior Approval 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 has executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
KALEMINSTER 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:
Address:
Occupation:

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IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
KALEMINSTER LIMITED
acting by a Director and its Secretary
or by two Directors
or by a Director and a Witness
JOHN ROBERT MARLEY

)
)
)
)
)

..... (H)
Director

B. King
.....

Director/Secretary/Witness

Witness Name: BOIS ATFIELD

Address: 19 OX LANE, TENTERDEM KEAT TN30 6NF

Occupation: RETIRED

CONTINUATION OF S106 AGREEMENT IN RELATION TO
BARRIE HOUSE 29 ST EDMUND'S TERRACE LONDON NW8 7QH

EXECUTED AS A DEED BY
PEBBLEAIM LIMITED
acting by a Director and its Secretary
~~or by two Directors~~
or by a Director and a Witness
John Robert McGee

)
)
)
)
)

(Signature)
.....
Director

Boris
.....

Director/Secretary/ Witness

Witness Name: *Boris Atfield*

Address: *19 Ox Lane, Tenterden, Kent TN11 30 6AC*

Occupation: *RETIRED*

**CONTINUATION OF S106 AGREEMENT IN RELATION TO
BARRIE HOUSE 29 ST EDMUND'S TERRACE LONDON NW8 7QH**

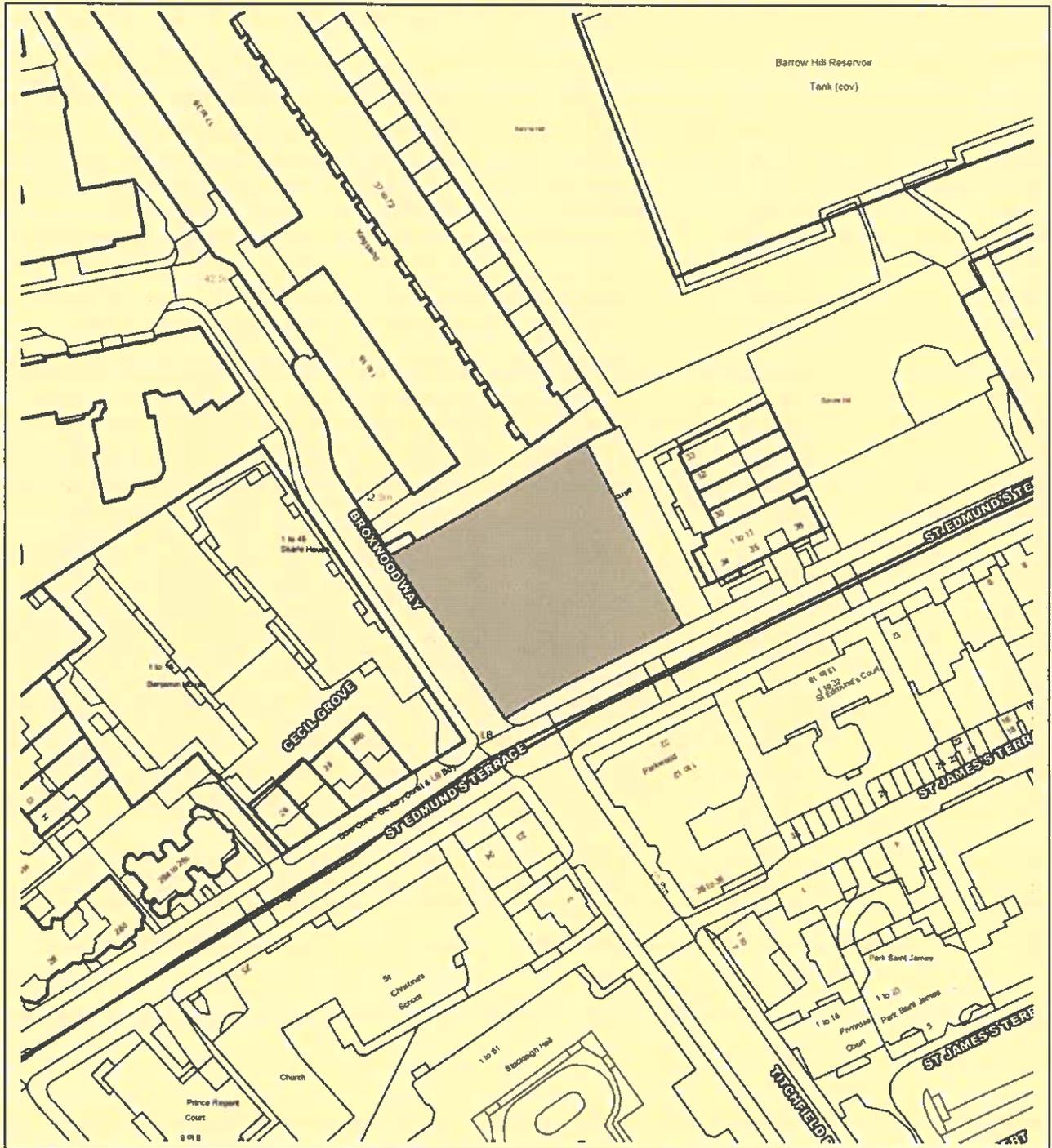
**THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)**

R Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE
Plan
Barrie House, 29 St Edmund's Terrace -
2022/3705/P



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THE SECOND SCHEDULE
Draft Prior Approval



Application ref: 2022/3705/P
Contact: Elaine Quigley
Tel: 020 7974 5101
Email: Elaine.Quigley@camden.gov.uk
Date: 25 July 2024

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE
Phone: 020 7974 4444

Arthurs Planning and Development
Acorn Cottage
Rowner Road
Billingshurst
RH14 9HU

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

GPDO Prior Approval Part 20, Class A - dwellings on blocks of flats Granted

Address:
Barrie House
29 St Edmund's Terrace
London
NW8 7QH

Proposal:

Erection of one additional storey to provide 1 residential unit on the roof of the residential block of flats including 2 internal terrace areas and installation of a new plant enclosure to the roof.

Drawing Nos: 000; 001 (Existing Site plan); 001 (Block Plan); 007; 008; 010; 011; 012; 100.P8.a Rev A; 101.P7; 102.PR.a Rev A; 201.PE.a rev A; 202PE.a Rev A; 203PS.a Rev A; ; Daylight and Sunlight Report for the proposed roof extension at Barrie House prepared by Hollis dated 13/10/2021 (ref 109811-100/IM/SM/jdp).

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 developer must notify the local planning authority in writing of the completion of the development as soon as reasonably practicable after completion. Such notification should include the name of the developer, the address of the location of the development and the completion date.

Reason: In order to comply with the provisions of Schedule 2, Part 20, Class A of the Town and Country Planning (General Permitted Development) Order 2015 as amended.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:
000; 001 (Existing Site plan); 001 (Block Plan); 007; 008; 010; 011; 012;
100.P8.a Rev A; 101.P7; 102.PR.a Rev A; 201.PE.a rev A; 202PE.a Rev A;
203PS.a Rev A; ; Daylight and Sunlight Report for the proposed roof extension at Barrie House prepared by Hollis dated 13/10/2021 (ref 109811-100/IM/SM/jdp).

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

- 4 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) Plan, elevation and section drawings of all external windows, doors, rooflights and retractable louvred roofs at a scale of 1:10

b) Manufacturer's specification details of all facing materials including windows, door frames, glazing and brickwork.

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 of the London Borough of Camden Local Plan 2017.

- 5 The residential unit hereby approved are to remain in use as a dwellinghouse within the meaning of Class C3 of the Schedule to the Use Classes Order and for no other purpose.

Reason: In order to comply with the provisions of Schedule 2, Part 20, Class A of the Town and Country Planning (General Permitted Development) Order 2015 as amended.

- 6 The flat roof of the development hereby approved shall be accessed for maintenance purposes only and shall not be used as an external roof terrace.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 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.**
- 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 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.**
- 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) 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-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

A handwritten signature in black ink, appearing to read 'DPope', written in a cursive style.

Daniel Pope
Chief Planning Officer

THE THIRD 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

