

DATED 25 September 2024

(1) GREGORY GRANT CAPLAN

and

(2) KTERRACE LIMITED

and

(3) EASYLIFE GROUP LIMITED

and

(4) HSBC UK BANK PLC

And

(5) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as

11-15 KING'S TERRACE LONDON NW1 0JP

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

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CLS/COM/NF/1800, 2176
s106 v3 25.07.24

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THIS AGREEMENT is made the 25th day of September 2024

BETWEEN:

- A. **GREGORY GRANT CAPLAN** of 133 Brookhurst Gardens, London NW6 3BJ (hereinafter called "the First Freeholder") of the first part
- B. **KTERRACE LIMITED** (Co. Regn. No. 12145174) whose registered office is at 94 Orchard Gate, Greenford, England, UB6 0QP (hereinafter called "the Second Freeholder") of the second part
- C. **EASYLIFE GROUP LIMITED** (Co. Regn. No.5221840) whose registered office is at 94 Orchard Gate, Greenford, England, UB6 0QP (hereinafter called "the Leaseholder") of the third part
- D. **HSBC UK BANK PLC** of Customer Service Centre, BX8 5HB (hereinafter called "the Mortgagee") of the fourth part
- E. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

1. **WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under Title Number NGL448333 subject to a charge to the Mortgagee.
- 1.2 The First Freeholder is the freehold proprietor of part of the Property and is interested in the Property for the purposes of the Act.
- 1.3 The Second Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under Title Number NGL522665.
- 1.4 The Second Freeholder is the freehold proprietor of part of the Property and is interested in the Property for the purposes of the Act.

- 1.5 The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of part of the Property under Title Number NGL848059.
- 1.6 The Leaseholder is the leasehold proprietor of part of the Property and is interested in the Property for the purposes of the Act.
- 1.7 The First Freeholder, the Second Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.8 A Planning Application for the development of the Property was submitted to the Council and validated on 25 June 2021 and the Council resolved to grant permission conditionally under reference number 2021/3119/P subject to the conclusion of this legal Agreement.
- 1.9 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.
- 1.10 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.11 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.12 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL448333 and dated 30 September 2004 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	"Affordable Housing"	low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £159,880 (one hundred and fifty nine thousand eight hundred and eighty 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 towards the provision of Affordable Housing in the London Borough of Camden
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"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 Phase or thereafter
2.6	"Basement Approval in Principle Contribution"	the sum of £1,938.83 (one thousand nine hundred and thirty eight pounds and eighty three 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
2.7	"Business 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 businesses of the locality in which the Development is situated

2.8	"Business 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 a Business Parking Bay
2.9	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.10	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the partial 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 Third 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> <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) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) amelioration and monitoring measures over</p>

		<p>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>(e) the inclusion of a waste management strategy for handling and disposing of construction 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>
2.11	"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 4.3.4
2.12	"the Construction Management Plan Implementation Support Contribution"	the sum of £4,075 (four thousand and seventy five 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
2.13	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the partial demolition of the Existing Buildings</p>
2.14	"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
2.15	"the Development"	<p>partial demolition and rebuilding of no.11-13 King's Terrace and demolition and rebuilding of no.15 King's Terrace, with the creation of a basement under both properties. Retention of office at basement and ground floor level and proposed 2x residential units at first and second floor of no 11-13. Proposed residential mews house at no.15.as shown on drawing numbers:- Existing: Site Location Plan; GDA-02; GDA-03; GDA-04; GDA-05; Front and Rear Elevations existing; GDA-07; GDA-08;</p> <p>Demolition Drawings: GDA_40; GDA_41; GDA_42; GDA_43; GDA_44; GDA_45; GDA_46; GDA_47; GDA_48;</p> <p>Proposed: GDA-30 Rev A; GDA-31; GDA- 20 Rev C; Front Elevation Proposed GDA-20 Rev C; 1719/PLAN/101 Rev P0; 1719/PLAN/102 Rev P0; 1719/PLAN/103 Rev P0; 1719/PLAN/104 Rev P0; GDA-22 Rev D; GDA-14 Rev C;GDA - 10 Proposed Basement Plan - Rev C; GDA - 11 Proposed Ground Floorplan - Rev C; GDA - 12 Proposed First Floorplan - Rev D; GDA - 13 Proposed Second Floorplan - Rev C;</p> <p>Supporting Documents: Daylight and Sunlight to Neighbouring buildings and Proposed Accommodation May 2021; Energy Statement April 2021; Construction Method Statement for Subterranean Development MBP-8292- June 2021; Environmental Noise Survey and Acoustic Design Statement Report 28652/ADS1 5 March 2021; GDA-Heritage Statement September 2020; Design and Access Statement Rev A; Planning Statement June 2021; Design SAP Summary; Design SBEM Summary; Flood Risk Assessment October 2021; Basement Impact Assessment Audit ref:13398-86 dated August 2021; BIA report J21098 Rev 2 dated April 2022; GEA letter addendum 13693-07</p>

		dated 30th March 2023; and Basement Impact Assessment Audit by Campbell Reith dated June 2023
2.16	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>a) the incorporation of the measures set out in the submission document entitled <i>Energy Statement</i> by E&S Bristol dated April 2021;</p> <p>b) the achievement of:-</p> <ol style="list-style-type: none"> i. a minimum 32.18% reduction in carbon emissions beyond the Part L 2013 (as amended) baseline; ii. a minimum 14.5% Be Lean state reduction through building efficiency; iii. a minimum 20.68% Be Green Stage reduction through renewables <p>c) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will achieve the reduction in carbon emissions in b) iii using a combination of complementary low and zero carbon technologies;</p> <p>d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>f) include a pre-Implementation design-stage review by an</p>

		<p>appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP and NCM calculation certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.17	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.18	"the Highways Contribution"	<p>the sum of £3,543.21 (three thousand five hundred and forty three pounds and twenty one pence) 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 works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) repave the mews adjacent to the Property;</p>

		<p>(b) repair any other damage to the Public Highway; and</p> <p>(c) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>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 excludes any statutory undertakers costs</p>
2.19	"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
2.20	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.21	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.22	"the Parties"	mean the Council the Owner and the Mortgagee
2.23	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 25 June 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/3119/P subject to conclusion of this Agreement
2.24	"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
2.25	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.26	"the Property"	the land known as 25 June 2021 the same as shown shaded grey on the plan annexed hereto
2.27	"the Public Highway"	any carriageway footway and/or verge maintainable at

		public expense
2.28	"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
2.29	"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
2.30	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled <i>Energy Statement</i> by E&S Bristol dated April 2021 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1. (Climate Change Mitigation) and CC2 (Adapting to Climate Change);</p> <p>(b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in this plan;</p>

		<p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
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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 Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 BASEMENT APPROVAL IN PRINCIPLE

- 4.2.1 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

4.2.2 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.

4.3 **CAR FREE**

Residential Clauses

4.3.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 and 4.3.2 in this Agreement shall continue to have effect in perpetuity.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 and 4.3.2 of this Agreement.

Commercial Clauses

- 4.3.5 To ensure that prior to occupying any part of the Development each new occupant 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 Business Parking Permit to park a vehicle in a Business Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.3.6 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business 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).
- 4.3.7 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.5 and 4.1.6 above will remain permanently.
- 4.3.8 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.5 and 4.3.6 of this Agreement.

4.4 CONSTRUCTION MANAGEMENT PLAN

- 4.4.1 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.
- 4.4.2 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.

4.4.3 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.

4.4.4 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.

4.5 **CONSTRUCTION MANAGEMENT PLAN BOND**

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

4.5.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.5.3 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.

4.5.4 The Owner must once notified by the Council in accordance with Clause 4.5.3 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).

4.5.5 In the event the Owner does not comply with the obligations in 4.5.4 (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.

4.5.6 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 4.5.5.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 HIGHWAYS CONTRIBUTION

4.7.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.7.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.7.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.7.4 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.

4.7.5 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.

4.8 SUSTAINABILITY PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

- 4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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 2021/3119/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the

Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 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 2021/3119/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 2021/3119/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 2021/3119/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement 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**

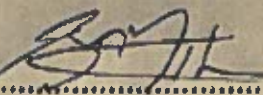
- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
11-15 KINGS TERRACE LONDON NW1 0JP

EXECUTED AS A DEED BY)
EASYLIFE GROUP LIMITED)
acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)


.....

Director


.....

Director/Secretary/Witness

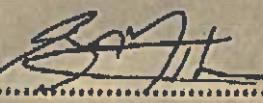
Bruce Fitness
Geeta Kute Lumbak

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
11-15 KINGS TERRACE LONDON NW1 0JP

EXECUTED AS A DEED BY)
EASYLIFE GROUP LIMITED)
acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)

..... 

Director

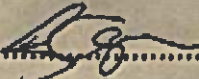
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Director/Secretary/Witness

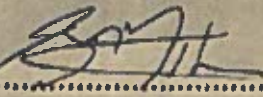
Bruce Fitness
Geek, Kuta Lombok

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
11-15 KINGS TERRACE LONDON NW1 0JP

EXECUTED AS A DEED BY)
EASYLIFE GROUP LIMITED)
acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)


.....

Director

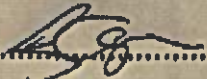

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Director/Secretary/Witness

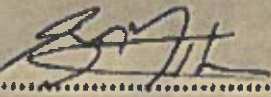
Bruce Fitness
Geeta Kute Lombak

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
11-15 KINGS TERRACE LONDON NW1 0JP

EXECUTED AS A DEED BY)
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acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)

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Director

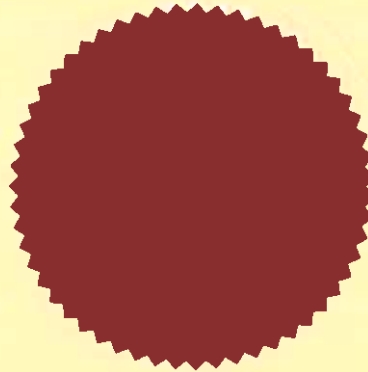
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Director/Secretary/Witness

Bruce Fitness
Geeta Kute Lombak

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
11-15 KINGS TERRACE LONDON NW1 0JP

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

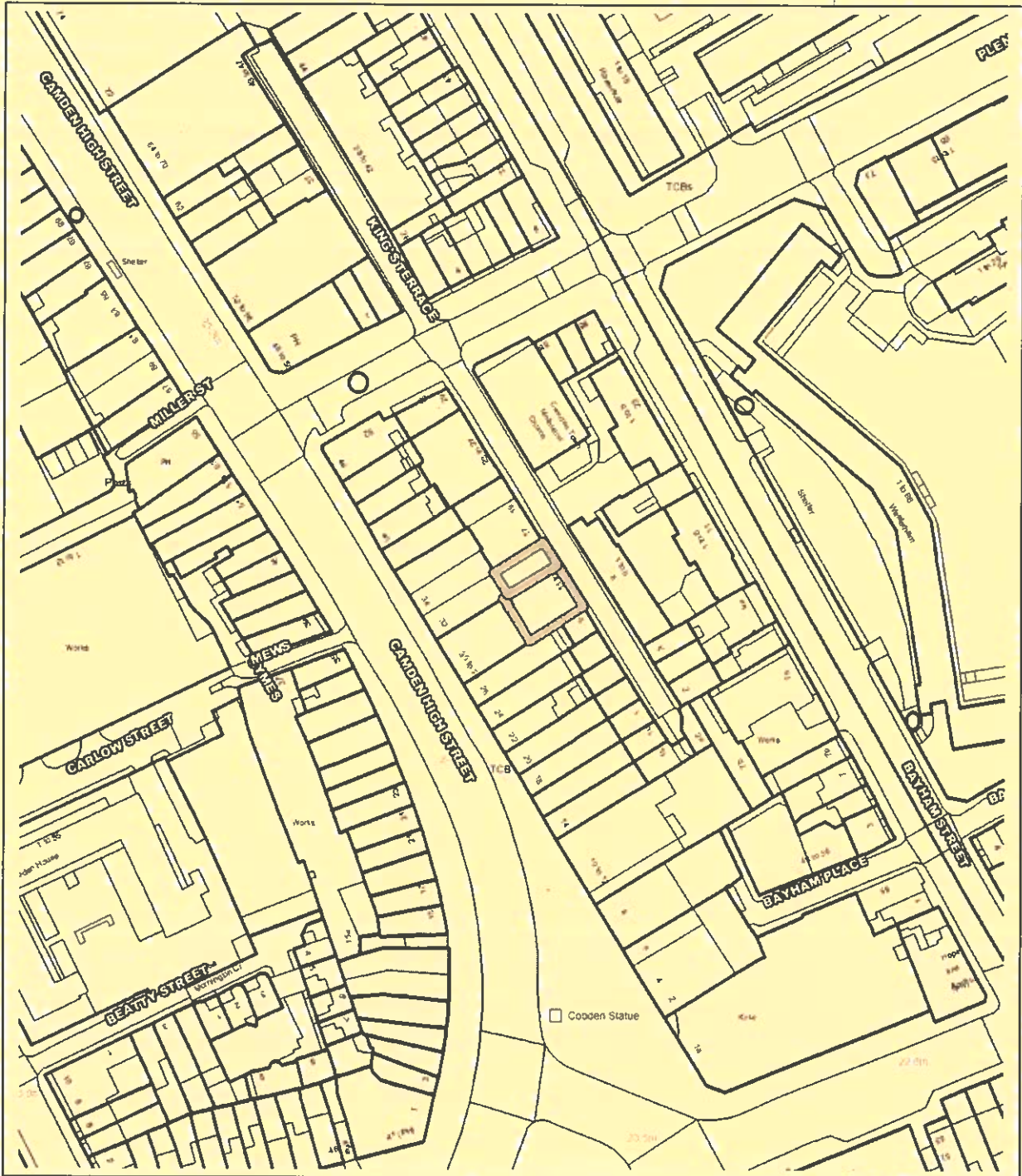


..... *R Alexander*

Authorised Signatory

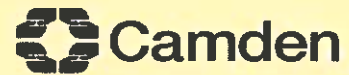
THE FIRST SCHEDULE
Plans

11-15 KINGS TERRACE



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THE SECOND SCHEDULE
Draft Planning Permission



Application ref: 2021/3119/P
Contact: Ben Greene
Tel: 020 7974 3095
Date: 25 July 2024

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

BB Partnership
Unit 33-34
10 Hornsey Street
Islington
London
N7 8EL

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:
11-15 King's Terrace
London
NW1 0JP

PROPOSAL
Proposal:

Partial demolition and rebuilding of no.11-13 King's Terrace and demolition and rebuilding of no.15 King's Terrace, with the creation of a basement under both properties. Retention of office at basement and ground floor level and proposed 2 x residential units at first and second floor of no 11-13. Proposed residential mews house at no.15.

Drawing Nos: Existing: Site Location Plan; GDA-02; GDA-03; GDA-04; GDA-05; Front and Rear Elevations existing; GDA-07; GDA-08;

Demolition Drawings: GDA_40; GDA_41; GDA_42; GDA_43; GDA_44; GDA_45; GDA_46; GDA_47; GDA_48;

Proposed: GDA-30 Rev A; GDA-31; GDA-20 Rev C; Front Elevation Proposed GDA-20 Rev C; 1719/PLAN/101 Rev P0; 1719/PLAN/102 Rev P0; 1719/PLAN/103 Rev P0; 1719/PLAN/104 Rev P0; GDA-22 Rev D; GDA-14 Rev C; GDA - 10 Proposed Basement Plan - Rev C; GDA - 11 Proposed Ground Floorplan - Rev C; GDA - 12 Proposed First Floorplan - Rev D; GDA - 13 Proposed Second Floorplan - Rev C;

Supporting Documents: Daylight and Sunlight to Neighbouring buildings and Proposed Accommodation May 2021; Energy Statement April 2021; Construction Method Statement for Subterranean Development MBP-8292- June 2021; Environmental Noise Survey and Acoustic Design Statement Report 28652/ADS1 5 March 2021; GDA- Heritage Statement September 2020; Design and Access Statement Rev A; Planning Statement June 2021; Design SAP Summary; Design SBEM Summary; Flood Risk Assessment October 2021; Basement Impact Assessment Audit ref:13398-86 dated August 2021; BIA report J21098 Rev 2 dated April 2022; GEA letter addendum 13693-07 dated 30th March 2023; Basement Impact Assessment Audit by Campbell Reith dated June 2023;

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans Existing: Site Location Plan; GDA-02; GDA-03; GDA-04; GDA-05; Front and Rear Elevations existing; GDA-07; GDA-08;

Demolition Drawings: GDA_40; GDA_41; GDA_42; GDA_43; GDA_44; GDA_45; GDA_46; GDA_47; GDA_48;

Proposed: GDA-30 Rev A; GDA-31; GDA- 20 Rev C; Front Elevation Proposed GDA-20 Rev C; 1719/PLAN/101 Rev P0; 1719/PLAN/102 Rev P0; 1719/PLAN/103 Rev P0; 1719/PLAN/104 Rev P0; GDA-22 Rev D; GDA-14 Rev C; GDA - 10 Proposed Basement Plan - Rev C; GDA - 11 Proposed Ground Floorplan - Rev C; GDA - 12 Proposed First Floorplan - Rev D; GDA - 13 Proposed Second Floorplan - Rev C;

Supporting Documents: Daylight and Sunlight to Neighbouring buildings and Proposed Accommodation May 2021; Energy Statement April 2021; Construction Method Statement for Subterranean Development MBP-8292- June 2021; Environmental Noise Survey and Acoustic Design Statement Report 28652/ADS1 5 March 2021; GDA- Heritage Statement September 2020; Design and Access Statement Rev A; Planning Statement June 2021; Design SAP Summary; Design SBEM Summary; Flood Risk Assessment October 2021; Basement Impact Assessment Audit ref:13398-86 dated August 2021; BIA report J21098 Rev 2 dated April 2022; GEA letter addendum 13693-07 dated 30th March 2023; Basement Impact Assessment Audit by Campbell Reith dated June 2023;

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

- 3 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.

- 4 The development shall not be carried out other than in strict accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment Audit ref:13398-86 dated August 2021; BIA report J21098 Rev 2 dated April 2022; and GEA letter addendum 13693-07 dated 30th March 2023; all by Geotechnical & Environmental Associates Limited (GEA) hereby approved, along with the associated supporting documents and measures set out in the Basement Impact Assessment Audit by Campbell Reith dated June 2023; and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: Development must not commence before this condition is discharged to safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area, and prevent irrevocable damage, in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

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 and A5 of the London Borough of Camden Local Plan 2017.

- 5 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. Details including sections at 1:10 of windows (including jambs, head and cill), reveals, doors, and external gates.
 - b. Sample panel of the proposed brickwork, tiles, and external finishes to show type, colour, bond, mortar mix, joint and pointing, to be provided on site.
 - c. Details and a sample of Metal gates, to be provided on site.

The development shall thereafter be carried out in full accordance with the approved details and sample materials.

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.

- 6 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the typical existing background noise level by at least 10dBA, or by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 7 Prior to commencement of development other than demolition, site clearance and preparation, a feasibility assessment with the aim of maximising the provision of solar photovoltaics on the green roof should be submitted to and approved in writing by the local planning authority. The assessment shall include recommendations and, where feasible, details of the following:
- Layout and sections of PV panels
 - Sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used
 - Any measures shall be fully provided in accordance with the approved details and thereafter retained and maintained in accordance with the approved scheme.

Reason: To ensure the development provides adequate on-site renewable energy, a high-quality green roof, and contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan.

- 8 Details of the Air Source Heat Pumps and associated equipment (including drawings and data sheets showing their location, acoustic enclosure, Seasonal Performance Factor of at least 2.5 and Be Green stage carbon saving) shall be submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a metering system and commitment to monitor performance of the system post construction. A maintenance schedule for each system shall be provided. The equipment, including the enclosure, shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable and efficient energy facilities in accordance with the requirements of policy CC1 of the London Borough of Camden Local Plan 2017.

- 9 The residential units hereby permitted shall be constructed to comply with Part M4(2) of the Building Regulations.

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints in accordance with policies H6 and C6 of the Camden Local Plan 2017.

- 10 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 in writing 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, Camden Planning Guidance, and Policy SI 7 of the London Plan 2021.

- 11 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day internal and 5litres/person/day for external use (110L in total). The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 12 Prior to commencement of any impact piling, a piling method statement shall be submitted to and approved in writing by the local planning authority. The Method Statement shall be prepared in consultation with Thames Water or the relevant statutory undertaker, and shall detail the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of Policy CC3 of the London Borough of Camden Local Plan 2017.

- 13 No construction shall take place within 5m of the water main. Information detailing how the developer intends to divert the asset / align the development, so to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction.

Reason: To protect the existing water infrastructure, in accordance with policy CC3 of the Camden Local Plan 2017.

- 14 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017. , and policy GG3 and SI 1 of the London Plan 2021.

- 15 If during development, contamination by asbestos or asbestos containing materials is found to be present at the site, then no further development shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority, for a remediation strategy detailing how this unsuspected contamination will be dealt with.

Reason: To safeguard future users or occupiers of this site and the wider environment from risks associated with contaminants and ensure the environmental risks have been satisfactorily managed, in accordance with policies D1 and A1 of the Camden Local Plan 2017.

- 16 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that order with or without modification) no enlargement, improvement, alteration, building, or enclosure permitted by Part 1 and Part 2 of Schedule 2 to the Order shall be carried out or erected without the prior written permission of the local planning authority.

Reason: To safeguard the visual amenity of the area, to ensure that the external appearance of the building is satisfactory, to avoid overdevelopment of the plot, and to protect the character and appearance of the conservation area in accordance with policies G1, D1, D2 and A1 of the Camden Local Plan 2017.

- 17 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy D1 [and D2 if in CA] of the London Borough of Camden Local Plan 2017.

- 18 Prior to first use of the air source heat pump hereby approved to the residential units, the active cooling function shall be disabled on the factory setting and the air source heat pump shall be used for the purposes of heating only.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with policy CC2 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 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.
- 3 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.

- 4 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures they will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed online via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.
- 5 The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you are considering working above or near Thames Water pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.
- 6 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 are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 7 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.
- 8 You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP 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 CMP 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 CMPs 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

Supporting Communities Directorate

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