(1) NORMA ANITA JONES and PATRICK BUTCHER

and

(2) NORMA ANITA JONES

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
LAND TO THE REAR OF 12 SARRE ROAD LONDON NW2 3SL

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

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THIS AGREEMENT is made the 18th day of December 2024

BETWEEN:

- A. NORMA ANITA JONES and PATRICK BUTCHER of 12 Sarre Road, West Hampstead, London, NW2 (hereinafter called "the Freeholder") of the first part
- B. **NORMA ANITA JONES** of 12 Sarre Road, West Hampstead, London, NW2 (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 NGL74284.
- 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 registered at the Land Registry as the leasehold proprietor with Title good leasehold of the Property under Title Number NGL80966.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 19 August 2024 and the Council resolved to grant permission conditionally under reference number 2024/3478/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 For that purpose 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 |
| | | possible impact on and disturbance to the surrounding |
| | | environment and highway network including (but not limited |

| | | to):- |
|-----|---|---|
| | | (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; |
| | | (b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; |
| | | (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); |
| | | (d) the inclusion of a waste management strategy for handling and disposing of construction waste; and |
| | | (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 |
| 2.5 | "the Construction Management Plan Bond" | the sum of £8,000.00 (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 a two-storey dwelling house fronting Gondar Gardens to the rear of 12 Sarre Road. Provision of external amenity space, cycle storage and refuse facilities as shown on drawing numbers:- 000GO-A-01-001, 000GO-A-01-002, 000GO-A-02-001, 000GO-A-02-002, 000GO-A-03-001, 000GO-A-03-002, 000GO-A-03-003, 000GO-A-03-004, 000GO-A-05-001, 000GO-A-05-001, 000GO-A-06-001, 000GO-A-06-002, 000GO-A-06-003, 000GO-A-06-004 000GO-A-01-002, 000GO-A-02-101, 000GO-A-06-004 000GO-A-02-103, 000GO-A-03-101, 000GO-A-03-102, 000GO-A-03-103, 000GO-A-05-101, 000GO-A-05-102, 000GO-A-05-103, 000GO-A-06-101, 000GO-A-06-102, 000GO-A-06-103, 000GO-A-06-104 Energy and Sustainability Statement (13/08/2024), Daylight and Sunlight Assessment (July 2024), Environment Construction and Logistics Management Plan, Envirocheck Report (353527670_1_1), Phase 1 Preliminary Contamination Risk Assessment Report (05/08/2024), |

| | | Arboricultrual Impact Assessment, Method Statement and |
|------|---------------------|---|
| | | Tree Protection Plan (22 July 2024), Biodiversity Net Gain |
| | | Report (1158), Preliminary Ecology Appraisal (1089), FRA |
| | | and SuDS Strategy Rpoert (FRA20213.1), Overheating |
| | | Analysis Document, Planning, Design and Access |
| | | Statement, Predcited Energy Assessment document |
| 2.10 | "the Existing | the buildings existing on the Property as at the date of this |
| 2.10 | Buildings" | Agreement |
| 2.11 | "the Highways | the sum of £7,000.00 (seven thousand pounds) to be paid |
| | Contribution" | 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 repairing of any damages caused by the |
| | | Development and the carrying out of works to the public |
| | | highway and associated measures in the vicinity of the |
| | | Property such works to include the following ("the Highways |
| | | Works"):- |
| | | |
| | | a) repaving the adjacent footway and crossover on |
| | | Gondar Gardens; and |
| | | ~ |
| | | b) any other works the Council acting reasonably |
| | · | requires as a direct result 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 excludes any statutory undertakers |
| | | costs |
| 2.12 | "the Implementation | the date of implementation of the Development by the |
| 2.12 | Date" | carrying out of a material operation as defined in Section 56 |
| | | of the Act and references to "Implementation" and |
| | | |
| | | "Implement" shall be construed accordingly |
| 2.13 | "the Level Plans" | plans demonstrating the levels at the interface of the |
| | | Development the boundary of the Property and the Public |
| | | Highway |

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|------|---|---|
| 2.14 | "Occupation Date" | the date when any part of the Development is occupied and |
| | | the phrases "Occupy", "Occupied" and "Occupation" shall be |
| | | construed accordingly |
| 2.15 | "the Parties" | mean the Council and Owner |
| 2.16 | "the Planning Application" | a planning application in respect of the development of the |
| | | Property submitted to the Council and validated on 19 |
| | | August 2024 for which a resolution to grant permission has |
| | | been passed conditionally under reference number |
| | | 2024/3478/P subject to conclusion of this Agreement |
| 2.17 | "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 |
| | Worldoning Officer | Act to whom all notices, correspondence, approvals etc |
| | | must be sent in the manner prescribed at clause 6.1 hereof |
| 2.18 | "the Planning Permission" | a planning permission granted for the Development |
| | | substantially in the draft form annexed hereto |
| 2.19 | "the Property" | the land known as Land to the Rear of 12 Sarre Road, |
| | | London, NW2 3SL 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 |
| | | |

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 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 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.
- 4.1.2 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).
- 4.1.3 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 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 4.1.1 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.

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 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: WORKS

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 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.

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 2024/3478/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.
- 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 2024/3478/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 2024/3478/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement

upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

$$A = B \times (Y-X)$$

- 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 London, N1C 4AJ and sent to planning obligations Square, PlanningObligations@camden.gov.uk quoting the planning reference number 2024/3478/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.
- 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 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 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 NORMA ANITA JONES in her capacity as a Freehold owner of the Property in the presence of:



Witness Signature

Witness Name: JOANNE DOVER

Address: 8 GROVE CLOSE

ICKENHAM. UKSLIGGE.

Occupation: SEC Employed

CONTINUATION OF S106 AGREEMENT IN RELATION TO LAND TO THE REAR OF 12 SARRE ROAD LONDON NW2 3SL

EXECUTED AS A DEED BY PATRICK BUTCHER in the presence of:

Witness Signature

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Witness Name: PETER JONES
Address: 9 GREVE CLUSE UB10 9RN

Occupation: (ONSULTANT

CONTINUATION OF S106 AGREEMENT IN RELATION TO LAND TO THE REAR OF 12 SARRE ROAD LONDON NW2 3SL

EXECUTED AS A DEED BY NORMA ANITA JONES in her capacity as a Leasehold owner of the Property in the presence of:

Witness Signature

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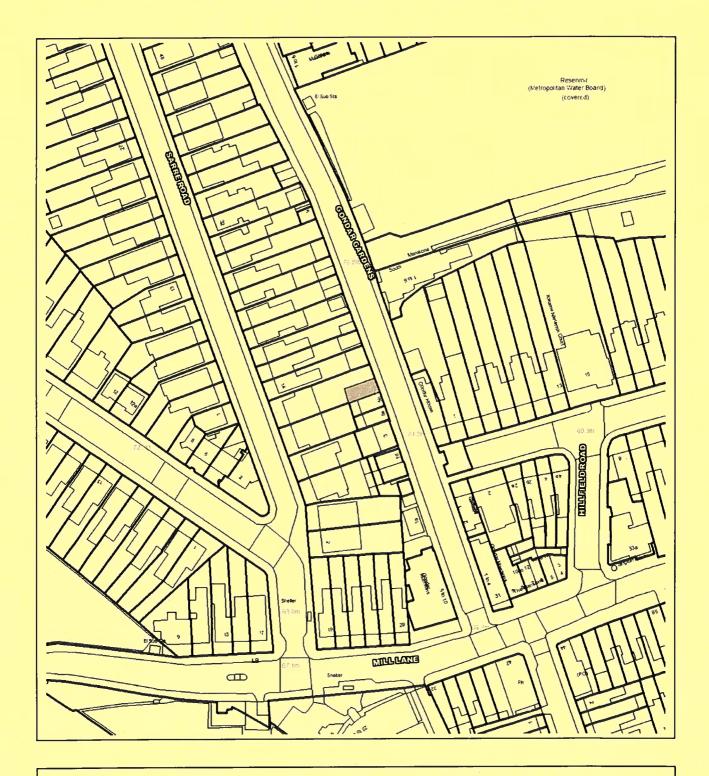
Witness Name: JOANNE DOVER

Address: 89 Love Close
1000 Have Close
Occupation: SOF Endoyso

CONTINUATION OF \$106 AGREEMENT IN RELATION TO LAND TO THE REAR OF 12 SARRE ROAD LONDON NW2 3SL

THE FIRST SCHEDULE Plan

Land to the Rear of 12 Sarre Road - 2024/3478/P



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THE SECOND SCHEDULE Draft Planning Permission

Application ref: 2024/3478/P Contact: Ewan Campbell Tel: 020 7974 5458 Date: 29 October 2024

UPP Architects + Town Planners LABS Atrium The Stables Market Chalk Farm Road London NW1 8AH



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

Dear Sir/Madam

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:

Land to the Rear of 12 Sarre Road London NW2 3SL

Proposal:

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Erection of a two-storey dwelling house fronting Gondar Gardens to the rear of 12 Sarre Road. Provision of external amenity space, cycle storage and refuse facilities.

Drawing Nos: 000GO-A-01-001, 000GO-A-01-002, 000GO-A-02-001, 000GO-A-02-002, 000GO-A-03-001, 000GO-A-03-002, 000GO-A-03-003, 000GO-A-03-004, 000GO-A-05-001, 000GO-A-05-001, 000GO-A-06-001, 000GO-A-06-002, 000GO-A-06-003, 000GO-A-06-004

000GO-A-01-002, 000GO-A-02-101, 000GO-A-02-102, 000GO-A-02-103, 000GO-A-03-101, 000GO-A-03-102, 000GO-A-03-103, 000GO-A-05-101, 000GO-A-05-102, 000GO-A-05-103, 000GO-A-06-101, 000GO-A-06-102, 000GO-A-06-103, 000GO-A-06-104

Energy and Sustainability Statement (13/08/2024), Daylight and Sunlight Assessment (July 2024), Environment Construction and Logistics Management Plan, Envirocheck Report (353527670_1_1), Phase 1 Preliminary Contamination Risk Assessment Report (05/08/2024), Arboricultrual Impact Assessment, Method Statement and Tree Protection Plan (22 July 2024), Biodiversity Net Gain Report (1158), Preliminary Ecology Appraisal (1089), FRA and SuDS Strategy Rpoert (FRA20213.1), Overheating Analysis Document, Planning, Design and Access Statement, Predcited Energy Assessment document

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):

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).

The development hereby permitted shall be carried out in accordance with the following approved plans

000GO-A-01-001, 000GO-A-01-002, 000GO-A-02-001, 000GO-A-02-002, 000GO-A-03-001, 000GO-A-03-002, 000GO-A-03-003, 000GO-A-03-004, 000GO-A-05-001, 000GO-A-05-001, 000GO-A-06-001, 000GO-A-06-002, 000GO-A-06-003, 000GO-A-06-004

000GO-A-01-002, 000GO-A-02-101, 000GO-A-02-102, 000GO-A-02-103, 000GO-A-03-101, 000GO-A-03-102, 000GO-A-03-103, 000GO-A-05-101, 000GO-A-05-102, 000GO-A-05-103, 000GO-A-06-101, 000GO-A-06-102, 000GO-A-06-103, 000GO-A-06-104

Energy and Sustainability Statement (13/08/2024), Daylight and Sunlight Assessment (July 2024), Environment Construction and Logistics Management Plan, Envirocheck Report (353527670_1_1), Phase 1 Preliminary Contamination Risk Assessment Report (05/08/2024), Arboricultrual Impact Assessment, Method Statement and Tree Protection Plan (22 July 2024), Biodiversity Net Gain Report (1158), Preliminary Ecology Appraisal (1089), FRA and SuDS Strategy Rpoert (FRA20213.1), Overheating Analysis Document, Planning, Design and Access Statement, Predcited Energy Assessment document

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

- 3 Prior to commencement of development, 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 all windows (including jambs, head and cill), joinery details, external doors, boundary treatment and gates

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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 and policy 2 of the 2015 Fortune Green Neighbourhood Plan

4 Before the development commences, details of secure and covered cycle storage area for 2 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017 and policy 7 of the 2015 Fortune Green Neighbourhood Plan

Prior to commencement of above ground works, drawings and data sheets showing the location, extent (no.10 panels) and energy generation capacity (at least 4.0kWp) and associated equipment to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided. The cells 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 energy facilities in accordance with the requirements of policy CC1 (Climate change mitigation) of the London Borough of Camden Local Plan 2017.

The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. 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.

Prior to commencement of above ground works, details, drawings and data sheets showing the location, Seasonal Performance Factor of at least 2.5 (or COP of 4 or more or SCOP of 3.4 or more) and Be Green stage carbon saving of the air source heat pumps and associated equipment including extract vents to be installed on the building, shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe access arrangements, shall be provided. The equipment shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

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Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 and to safeguard the character of the area in line with requirements of D1 of the London Borough of Camden Local plan

8 Part A: No development shall commence until a site investigation is undertaken and the findings are submitted to and approved in writing by the local planning authority.

The site investigation should assess all potential risks identified by the desktop study and should include a generic quantitative risk assessment and a revised conceptual site model. The assessment must encompass an assessment of risks posed by radon and by ground gas. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Part B: No development shall commence until a remediation method statement (RMS) is submitted to and approved in writing by the local planning authority. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. This document should include a strategy for dealing with previously undiscovered contamination. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Part C: Following the completion of any remediation, a verification report demonstrating that the remediation as outlined in the RMS have been completed should be submitted to, and approved in writing, by the local planning authority. This report shall include (but may not be limited to): details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil and waste management documentation. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Reason: To ensure the risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

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No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. [Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.] The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, D1 of the London Borough of Camden Local Plan 2017.

All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting (including trees existing at the outset of the development other than those indicated to be removed) which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, D1 of the London Borough of Camden Local Plan 2017.

12 Prior to first use of the air source heat pump hereby approved, 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):

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1 Reasons for granting permission.

Housing is the priority land use of the Local Plan. In policy terms the proposal would comply with policy G1 and H1 of the 2017 Local Plan providing new residential. Issues of trees, amenity, and standard of accommodation, efficiency, sustainability and transport need to be overcome and are attended to in the sections below. Policy 1: Housing of the 2015 Fortune Green and West Hampstead also supports provision of new housing.

The site lies in a built-up area residential area and there are no policies in the LB Camden Local Plan which preclude the erection of new dwellings within residential gardens. Policy 17 of the Fortune Green and West Hampstead Neighbourhood Plan seeks to protect green space but there have been several developments relatively recently within rear gardens which abut a road including fronting onto Gondar Gardens from properties on Sarre Road.

Previous applications on site have been located to the other side of the site and within close proximity to a Tree Preservation Order tree which has been removed (without consent). Previous applications did not accept the principle of the development because of this proximity and that the development would occupy the site of the TPO tree and therefore be unacceptable. However following discussions with the Council's tree officer because the location has been changed to further down Gondar Gardens there is an adequate distance away from this position and therefore the principle is acceptable.

Policy H7 of the Local Plan aims to secure a range of homes of different sizes that will contribute to the creation of mixed, inclusive and sustainable communities and reduce mismatches between housing needs and existing supply. A two bedroom market property falls in line with Council housing priorities and is listed as a high priority. Therefore the proposal complies with the policy H7.

The Council's design policies are aimed at achieving the highest standard of design in all developments, including where alterations and extensions are proposed. Policy D1 requires extensions to consider the character, setting, context and the form and scale of neighbouring buildings, and the character and proportions of the existing building.

The design of the new dwelling respects, and is informed by, the height, scale, massing and rhythm of neighbouring properties along Gondar Gardens. Due to the topographical incline running from south to north along the length of Gondar Gardens, the design falls in line with the prevailing angle of previously consented development. The proposed new two storey building is similar in scale to those approved in 2009 at 1 Gondar Gardens and in 2011 to the rear of no.10. The overall profile of the new dwelling is considered to complement the massing and scale of development along Gondar Gardens, and would preserve the existing character of infill development in the area

The proposal is traditional in its form; however a contemporary approach has been taken to the detailing of windows, doors, external finishes and the elevation proportions. The materials proposed comprise of brick, wood panels for the doors which is supported. The Juliet balcony, brick lintels and inset doorway are a clear nod to the adjacent buildings but appear slightly different on elevation which is supported. A planning condition is secured to approve details of materials prior to the commencement of development. While clearly being a relatively modern intervention into the street scene, there are clear examples directly adjacent of similar development and design and so the scheme is considered to reference the character of the built form within the surrounding environment.

The proposed new dwelling would encroach in to the garden of 12 Sarre Road, however there is already an existing precedent set with development on Gondar Gardens and proposals are therefore not considered to disrupt the balance between built and un-built space and the pattern of development of the wider area. The bin store has been altered since pre-application stage to open to the front, which is accepted.

In relation to amenity and outlook and sense of enclosure, the proposed building would not impact the buildings on Gondar Gardens as the proposal would have similar dimensions to the adjacent properties. There is also no housing currently located to the northern side of this plot. In terms of Gondar Gardens, the existing relationship of other buildings on Sarre Road means that a precedent has already been established as to acceptable relationships with properties on that street. Overall there is enough distance between the fence and proposed building to the rear windows of Sarre Road as to not adversely impact the amenity of these neighbours.

In terms of privacy and overlooking, the small number of windows means that there would be no significant impact. One large window to the rear ground floor means that there will be little increase in overlooking or loss of privacy towards neighbouring properties to the rear.

In terms of the daylight/sunlight impact, the property is due north of the buildings on Gondar Gardens and has the same dimensions as the adjacent building meaning any impact to daylight/sunlight is minimal. There are only garages located to the north. In relation to the buildings due north on Sarre Road the windows are at oblique angles to the site of the proposed dwelling and so on balance the impact is unlikely to be significant. A daylight/sunlight assessment has been submitted in support of the scheme and confirms all neighbouring windows meet BRE guidance.

CPG Housing & CPG Design highlights the importance of high quality housing that provides secure, well-lit accommodation that has well-designed layouts and rooms. The unit over two floors is measured at 73.29sqm. 2b3p units should be a minimum of 70sqm and so the unit meets this requirement. The bedrooms also meet minimum space standards. Therefore the building meets the technical requirements. There is 14.50sqm of rear garden provision which is welcomed. In terms of internal configuration, the ground floor appears fairly rational and open plan and provides a good level of accommodation. The first floor provides two bedrooms, one ensuite, and one study room which is also acceptable. The unit is dual aspect and the roof lights provide a good amount of light into the first floors. The building is relatively close to the rear windows of no.12 however due to the fence and window size any issues of privacy are not adverse. The daylight/sunlight assessment also confirms that the proposed habitable rooms will receive an acceptable level of daylight.

The provision of the 2 space cycle store in the rear garden are secured by condition, to ensure compliance with London Plan standards and Policy T1 of the Camden Local Plan.

The new house will be secured as car free by means of a S106 Agreement, in accordance with Policy T2. A Construction Management Plan and associated Implementation Support Contribution of £4,194 and Impact Bond of £8,000 will be secured by means of the S106, in line with Policy A1. Whilst a draft CMP has been submitted in support of the application, this will need to be updated using the Council's standard pro-forma once a principal contractor has been appointed and submitted for approval following local consultation and prior to any works commencing on site. A S106 highways contribution of £7,000 is required for repaving the adjacent footway and crossover on Gondar Gardens, which may become damaged as a result of the proposed construction works.

In relation to sustainability the scheme includes both air source heat pumps (ASHP) and PV panels which are welcomed. Further details of both these elements are secured via condition as well as a condition securing the ASHP only for heating. The development is also supported by an energy and sustainability statement which confirms that due to the measures at Be Clean and Be Green the development achieves in excess of a 35% reduction from Part L of Building regulations and therefore meets the policy requirement as set out in the Council's Energy Efficiency and Adaption CPG.

In terms of site contamination, the report submitted indicates that the site has a low risk of contamination which is accepted. However a land contaminated condition is attached to ensure that sufficient ground investigation works are undertaken.

In terms of trees and biodiversity, the proposal complies with the Biodiversity net gain (BNG) requirements. In order to comply the applicant will have to purchase off site credits however this will be secured under a BNG plan and is therefore accepted.

In terms of trees, the scheme has no direct tree impacts and allows for the replacement TPO tree secured via tree replacement notice to be planted in the approved position onsite but outside of the red line. The two trees on the highway on Gondar Gardens will required physical protection throughout development as they are at risk from mechanical damage when deliveries take place, which is secured by condition. A landscaping condition is attached to secure further details.

The planning history of the site was taken into account when coming to this decision. No objections were received.

As such, the proposal is in general accordance with policies A1, A3, A4, CC1, CC2, H1, H6, H7, T1, T2, D1 and D2 of the Camden Local Plan 2017 and policy 1, 2, 7, 8 and 18 of the 2015 Fortune Green Neighbourhood Plan. The proposed development also accords with the policies of the London Plan 2021 and National Planning Policy Framework 2023.

4 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).

- 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.
- 6 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.

- 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 reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 9 Biodiversity Net Gain (BNG) Informative (1/2):

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 ("1990 Act") is that planning permission granted in England is subject to the condition ("the biodiversity gain condition") that development may not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan.

The local planning authority (LPA) that would approve any Biodiversity Gain Plan (BGP) (if required) is London Borough of Camden.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These are summarised below.

Based on the information available, this permission WILL require approval of a BGP before development is begun because none of the statutory exemptions or transitional arrangements summarised below are considered to apply.

- ++ Summary of statutory exemptions for biodiversity gain condition:
- 1. The planning application was made before 12 February 2024.
- 2. The planning permission is retrospective.
- 3. The planning permission was granted under section 73 of the Town and Country Planning Act 1990 and the original (parent) planning permission was made or granted before 12 February 2024.
- 4. The permission is exempt because:
- It is not "major development" and the application was made or granted before 2 April 2024, or planning permission is granted under section 73 and the original (parent) permission was made or granted before 2 April 2024.
- It is below the de minimis threshold (because it does not impact an onsite priority habitat AND impacts less than 25 square metres of onsite habitat with biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat).
- The application is a Householder Application.
- It is for development of a "Biodiversity Gain Site".
- It is Self and Custom Build Development (for no more than 9 dwellings on a site no larger than 0.5 hectares and consists exclusively of dwellings which are Self-Build or Custom Housebuilding).
- It forms part of, or is ancillary to, the high-speed railway transport network (High Speed 2).
- 10 Biodiversity Net Gain (BNG) Informative (2/2):
 - + Irreplaceable habitat:

If the onsite habitat includes Irreplaceable Habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements. In addition to information about minimising adverse impacts on the habitat, the BGP must include information on compensation for any impact on the biodiversity of the irreplaceable habitat. The LPA can only approve a BGP if satisfied that the impact on the irreplaceable habitat is minimised and appropriate arrangements have been made for compensating for any impact which do not include the use of biodiversity credits.

++ The effect of section 73(2D) of the Town and Country Planning Act 1990

If planning permission is granted under section 73, and a BGP was approved in relation to the previous planning permission ("the earlier BGP"), the earlier BGP may be regarded as approved for the purpose of discharging the biodiversity gain condition on this permission. It will be regarded as approved if the conditions attached (and so the permission granted) do not affect the post-development value of the onsite habitat, or any arrangements made to compensate irreplaceable habitat, as specified in the earlier BGP.

++ Phased development

In the case of phased development, the BGP will be required to be submitted to and approved by the LPA before development can begin (the overall plan), and before each phase of development can begin (phase plans). The modifications in respect of the biodiversity gain condition in phased development are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024.

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