

DATED

11th December

2024

(1) BELSIZE PARK PROPERTY LIMITED

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

81 Belsize Park Gardens

London

NW3 4NJ

pursuant to

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

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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CLS/COM/ESA/806966
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CONTENTS

1. Recitals
2. Definitions
3. Construction
4. Obligations of the Owner
5. Notice to the Council/Other Matters
6. General Provisions
7. Mortgagee Exemption
8. Joint and Several Liability
9. Rights of Third Parties

SCHEDULES AND ANNEXES

Annex 1 – Construction Management Plan Pro Forma

Annex 2 – Travel Plan

Schedule 1 – Plans

Schedule 2 – Draft Planning Permission

THIS AGREEMENT is made the 11th day of December 2024

BETWEEN:

A. **BELSIZE PARK PROPERTY LIMITED** (Co. Regn. No. 14102814) whose registered office is at 5th Floor South 14-16 Waterloo Place London SW1Y 4AR (hereinafter called "the Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of that part of the Property under Title Number NGL409716 and has an interest in that part of the Property for the purpose of Section 106 of the Act.

1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 26 October 2024 and the Council resolved to grant permission conditionally under reference number 2023/3407/P subject to the conclusion of this legal Agreement.

1.3 The Council is the local planning authority for the purposes of the Act, 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.

1.4 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	"Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Adjoining Land"	land known as 83 Belsize Park Gardens London NW3 4NJ and which is registered at HM Land Registry under title number LN164096
2.3	"Adjoining Landowner"	the freehold owner for the time being of the Adjoining Land
2.4	"Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.5	"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
2.6	"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
2.7	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be</p>

		<p>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 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> <p>(g) or as otherwise agreed between the Owner and the Council (both parties acting reasonably) in writing</p>
2.9	"Construction Management Plan Bond"	the sum of £8,000 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the

		Construction Management Plan following the procedures set out in clause 4.3
2.10	"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
2.11	"Controlled Parking Zone Review Contribution"	the sum of £20,000 (twenty thousand 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 a controlled parking zone review in the vicinity of the Development
2.12	"Construction Phase"	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion and for the avoidance of doubt includes the demolition of the Existing Buildings
2.13	"Construction Phase Working Group"	a working group to be convened in accordance with the requirements of Clause 4.4.1 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development
2.14	"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	Deed of Consent	an agreement between the Owner and the Adjoining Landowner permitting access to the and use of the Adjoining Land by the Owner to enable the Owner to carry out part of the Development.
2.16	"Development"	change of use from gym (Use Class E) to education use (Use Class F1) together with external alterations including: alteration to windows and insertion of windows to ground and first floor (1st and 2nd floor eastern windows opaque), creation of external side access with entrances relocated to east elevation following demolition of single storey structure, demolition and rebuild of eastern party wall, all to eastern elevation. Replacement of rooflight with saw tooth roof at front of building, raising of parapet wall, addition of rooflights, pv panels, green roof and roof plant, all at roof level. Insertion of window to ground floor front elevation following removal of existing porch structure and insertion of windows at first floor of front elevation. Erection of boundary wall with railings, cycle and bin stores at front of site, including associated hard and soft landscaping works pursuant to the Planning Permission
2.17	"Disabled Parking Bay Contribution"	the sum of £4,000 (four thousand 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 provision of one on-street accessible parking space in the vicinity of the Development
2.18	"Dockless Bike and Scooter Hire Contribution"	the sum of £5,000 (five thousand pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to provide potential capacity for the parking of dockless rental bikes and rental scooters in the local area of the Development
2.19	"Electric Vehicle Charging Point and Bay Contribution"	the sum of £20,000 (twenty thousand 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 provision of additional electric

		vehicle charging infrastructure in the vicinity of the Development
2.20	"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 Energy & Sustainability Statement prepared by Max Fordham dated 16 Aug 2023</p> <p>(b) to achieve an overall 43.6% reduction in on-site carbon emissions beyond the Part L 2021 baseline;</p> <p>(c) a minimum 30.6% Be Lean stage reduction through energy efficiency;</p> <p>(d) a minimum 18.7% Be Green stage reduction through on site renewable energy;</p> <p>(e) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with the Greater London Authority's 'Be Seen' Energy Monitoring Guidance (or successor guidance)</p> <p>(f) separate metering of all low and zero carbon technologies and operational energy use of the Development to enable the monitoring of energy and carbon emissions and savings;</p> <p>(g) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p>

		<p>(h) 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 meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; and</p> <p>(i) 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> <p>or as otherwise agreed between the Owner and the Council (both parties acting reasonably) in writing</p>
2.21	"England's Lane Site"	Hampstead Fines Arts College Centre Studios 41 – 43 England's Lane London, NW3 4YD
2.22	"Existing Buildings"	the buildings or parts thereof of the Property to be demolished as part of the Development
2.23	"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
2.24	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.25	"Parties"	mean the Council and the Owner
2.26	"Pedestrian Cycling and Environmental Contribution"	the sum of £155,000 (one hundred and fifty-five thousand 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 any of the following works:

		<ul style="list-style-type: none"> • Segregated cycle lanes on either side of Haverstock Hill / Rosslyn Hill separated by raised kerbs. • Junction improvements at Rosslyn Hill / Pond Street and Haverstock Hill / England's Lane. • Shared use bus boarders at two bus stops – where cyclists can continue in front of the bus stop. • 24/7 bus lane on a section of Rosslyn Hill northbound. • Relocated parking on side streets, including disabled bays. • Adding new green spaces, benches, and cycle parking facilities. • Changing the raised zebra crossing on Haverstock Hill, outside Royal Free Hospital, to a raised signalized crossing. • Adding one new bike hangar on Parkhill Road. • Upgrading Bus Stop W, N and K, outside 139, 140 and 191 Haverstock Hill respectively, from a shared use bus boarder to a bus bypass where cyclists can continue their journey behind the bus stop. • Adding new disabled bays, loading bays, and paid for bays.
2.27	"Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 26 October 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/3407/P subject to conclusion of this Agreement
2.28	"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
2.29	"Planning Permission"	a planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto

2.30	"Property"	the land known as 81 Belsize Park Gardens London NW3 4NJ the same as shown shaded grey on the plan annexed hereto
2.31	"School Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of student and staff at the development to ensure no harm to amenity which shall include the following:-</p> <ul style="list-style-type: none"> a) ensuring that no more than 200 students are enrolled within the Property and that numbers do not exceed 400 overall student numbers for England's Lane Site and the Property; b) noise management of students / staff / visitors when arriving and leaving the Property to ensure any noise from the Property does not harm neighbouring amenity; c) ensure a code of conduct for students outlining their expected behaviour (including offsite behaviour) d) details of how any evening events would be managed e) provision of a substantial review of the plan at the following times:- <ul style="list-style-type: none"> - one year from the Occupation Date - five years from the Occupation Date; and - any time there is a material change to the school's management or at the reasonable request of the Council <p>ensuring the plan is updated upon receipt of the results of the review and further approved in writing by the Council</p> <p>or as otherwise agreed in between the Owner and the Council (both parties acting reasonably) in writing.</p>

2.32	"School Travel Plan Monitoring Contribution"	the sum of £11,221 (eleven thousand two hundred and twenty-one 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 School Travel Plan over a five year period from the date of first Occupation of the Development
2.33	"School Travel Plan Co-ordinator"	the person appointed by the Owner to deliver the objectives of the School Travel Plan and at all times to: <ul style="list-style-type: none"> - be responsible for the coordination, implementation, reporting and review of the School Travel Plan; - secure an ongoing process of continuous improvement of sustainable modes of transport at the Property; the School Travel Plan Co-ordinator could be a teacher, head teacher, PSHE co-ordinator, school governor, or school travel consultant for the school, or such other person of suitable equivalent qualification and authority.
2.34	"School Travel Plan"	a plan setting out a package of measures and targets to be adopted by the Owner and to include the England's Lane Site to be submitted for approval to the Council's School Travel Plan Officer via the TFL STARS website (https://stars.tfl.gov.uk/About/About) with clear targets to reduce motor vehicle use and promote the use of sustainable modes of travel to and from the Property (including England's Lane Site) over a five year period from the month of first Occupation incorporating (but not limited to) the following:- <ul style="list-style-type: none"> a) the elements set out in the Second Schedule hereto; b) incorporate a provision to undertake an initial school travel survey ("the Initial Travel Survey") of all pupils and staff and consultation with pupils and their families, staff, and management at the Property within six months of Occupation; (in the event of the Property already being occupied then the Initial Travel Survey will incorporate a baseline assessment survey to be undertaken (and

		<p>submitted to the Council) prior to Implementation and a thereafter a further survey to be undertaken six months following Practical Completion of the Development);</p> <ul style="list-style-type: none"> c) mechanisms for monitoring targets and reviews of the school travel plan to be carried out annually in the same month as the Initial Travel Survey was completed; d) to ensure that the completed travel plan is uploaded on to the Transport for London STARS website (https://stars.tfl.gov.uk/) and to ensure that the annual reviews are uploaded annually thereafter; e) to ensure that the School achieves a minimum of Bronze accreditation on STARS in the first academic year following Practical Completion or Occupation (as the case may be) with a view to achieving Gold accreditation by the fifth anniversary of the travel plan; f) participation in travel activities, such as 'walk once a week', 'green transport week', and 'Bikeability training', alongside other such travel activities and to ensure that these are uploaded on to the STARS website with supporting evidence once complete; g) to ensure that the STARS accreditation status and School Travel Plan are included in the school's prospectus, on the website and relevant information promoting the school; and 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>or as otherwise agreed between the Owner and the Council (both parties acting reasonably) in writing.</p>
2.35	"Service Management Plan"	a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time

		<p>for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include the following:-</p> <ul style="list-style-type: none"> (a) a requirement for delivery vehicles to unload from a specific suitably located area; (b) details of the person/s responsible for directing and receiving deliveries to the Property; (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts; (e) likely nature of goods to be delivered; (f) the likely size of the delivery vehicles servicing the Property; (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements (h) details of arrangements for refuse storage and servicing; and (i) 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>or as otherwise agreed between the Owner and the Council (both parties acting reasonably) in writing</p>
2.36	"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 Energy & Sustainability Statement prepared by Max Fordham dated 16 August 2023</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</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 the Sustainability 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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		or as otherwise agreed between the Owner and the Council (both parties acting reasonably) in writing
2.37	"User"	all students attending and all staff employed at the Property

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 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" in accordance with Clause 4.1 for all relevant purposes.
- 3.9 Where the agreement, approval, consent or expression of satisfaction is required to be given or reached or taken by any party under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.10 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall following a request in writing from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

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 part of the Development each new User 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 where such contract to park is or would be in connection with the use of the Property only.
- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which any User 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 (where such parking is or would be in connection with the use of the Property only unless the User 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 provisions in Clause 4.1.1 and 4.1.2 above will remain in force for the lifetime of the Development.

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 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 4.1.1 and 4.1.2 of this Agreement.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to:

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

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

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

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

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

Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

- 4.2.5 Not to Commence that part of the Development requiring access on and/or across the Adjoining Land until such time as it has entered into a Deed of Consent with the Adjoining Landowner and has provided a copy of the Deed of Consent to the Council and thereafter to comply fully with the requirements of the Construction Management Plan that relate to those parts of the Development that require access onto and/or across the Adjoining Land.

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 **CONSTRUCTION PHASE WORKING GROUP**

4.4.1 From one month prior to the anticipated date of Implementation and at its own expense to invite the following to become members of the Construction Phase Working Group:

- (a) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons
- (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time
- (c) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.4.2 To

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owner that the Parties agree) shall be a member of the Construction Phase Working Group and shall attend all meetings of the Construction Phase Working Group;
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality (within 2 miles of the Property) and other interested parties about the operation of the Construction Phase Working Group such person to organise and attend all meetings of the Construction Phase Working Group all such meetings to take place within easy walking distance of the Property; and
- (c) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Construction Phase Working Group.

4.4.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Phase Working Group to all members of the group.

4.4.4 To ensure that meetings of the Construction Phase Working Group shall take place at least once every six months during the Construction Phase ALWAYS PROVIDED that any member of the Construction Phase Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) working days to the Liaison Officer to convene a meeting of the Construction Phase Working Group and a meeting of the Construction Phase Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Construction Phase Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Construction Phase Working Group shall be convened at such intervals as the Construction Phase Working Group decides.

4.4.5 To ensure that an accurate written minute is kept of each meeting of the Construction Phase Working Group recording discussion and any decisions taken by the Construction Phase Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).

4.4.6 In the event of the majority of members of the Construction Phase Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Phase Working Group of this fact together with written reasons as to why this is the case.

4.4.7 To provide at its own expense throughout the Construction Phase of the Development:

- (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity a telephone complaints service that shall be available to local residents; and
- (b) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints and shall give each meeting of the Construction Phase Working Group written information about any such complaints received and action taken in respect of them.

4.5 **CONTROLLED PARKING ZONE REVIEW**

4.5.1 On or prior to the Implementation Date to pay to the Council the Controlled Parking Zone Contribution in full.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Controlled Parking Zone Contribution in full.

4.6 DISABLED PARKING BAY CONTRIBUTION

4.6.1 On or prior to the Implementation Date to pay to the Council the Disabled Parking Bay Contribution in full.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Disabled Parking Bay Contribution in full.

4.7 DOCKLESS BIKE AND SCOOTER HIRE CONTRIBUTION

4.7.1 On or prior to the Implementation Date to pay to the Council the Dockless Bike and Scooter Hire Contribution in full.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Dockless Bike and Scooter Hire Contribution in full.

4.8 ELECTRIC VEHICLE CHARGING POINT AND BAY CONTRIBUTION

4.8.1 On or prior to the Implementation Date to pay to the Council the Electric Vehicle Charging Point and Bay Contribution in full.

4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Electric Vehicle Charging Point and Bay Contribution in full.

4.9 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.9.2 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.

4.9.3 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.

4.9.4 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 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 accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.10 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

4.10.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.

4.10.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.

4.11 SERVICE MANAGEMENT PLAN

4.11.1 On or prior to the Occupation Date to submit to the Council for approval the Service Management Plan.

4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.11.3 After 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 accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Service Management Plan.

4.12 SUSTAINABILITY PLAN

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

4.12.2 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.

4.12.3 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.

4.12.4 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 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 accordance with the requirements of the Sustainability Plan.

4.13 **SCHOOL MANAGEMENT PLAN**

4.13.1 On or prior to the Occupation Date to submit to the Council for approval the School Management Plan.

4.13.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the School Management Plan as demonstrated by written notice to that effect.

4.13.3 After 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 accordance with the School Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the School Management Plan.

4.14 **SCHOOL TRAVEL PLAN**

4.14.1 On or prior to the Occupation Date to:-

- (a) submit on the STARS website the School Travel Plan for approval by the Council; and
- (b) pay to the Council the School Travel Plan Monitoring Contribution

4.14.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (a) the Council has approved the School Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the School Travel Plan Monitoring Contribution in full.

4.14.3 The Owner covenants with the Council that after 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 accordance with the School Travel Plan as

approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the School Travel 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 2023/3407/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate 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 reasonable 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 2023/3407/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2023/3407/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 2023/3407/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.

6.5 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 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 is revoked or otherwise withdrawn or expires before effluxion of time for the Implementation of Development this Agreement shall forthwith determine and cease to have effect.
- 6.9 The Council covenants with the Owner:
- a. Not to use the Construction Management Plan Implementation Support Contribution, Controlled Parking Zone Review Contribution, Disabled Parking Bay Contribution, Dockless Bike and Scott Hire Contribution, Electric Vehicle Charging Point and Bay Contribution, Pedestrian Cycling and Environmental Contribution, School Travel Plan Monitoring Contribution ("Contributions") otherwise than for the purposes referred to in this Deed;
 - b. In the event that any parts of the Contributions has not been spent or committed for expenditure by the Council by the time a period of seven (7) years has elapsed following the Occupation Date to pay the Owner any unexpended or uncommitted part of the relevant Contributions within 6 weeks of a written request from the Owner.

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**

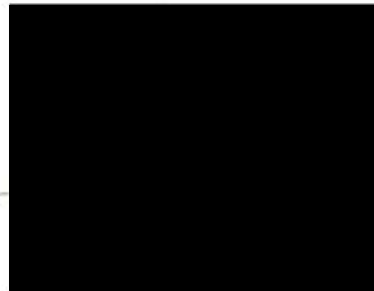
8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

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 have executed this instrument as their Deed the day and year first before written

Signed as a deed by Mehar Patel/Sean Wright, as Attorney for **Belsize Park Property Limited** by way of a Power of Attorney dated 18 September 2023 in the presence of:



Signature

Signature of witness:



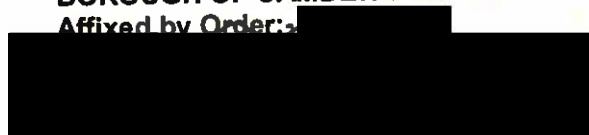
Name (in BLOCK CAPITALS):

JEMMA HEATH

Address:

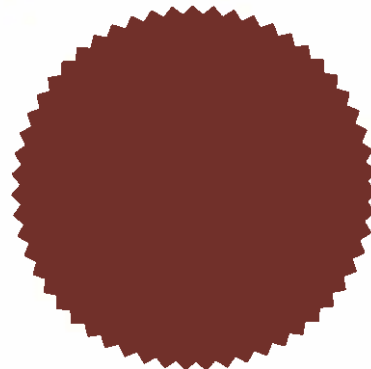
Shoosmiths LLP
Forum 5, The Forum
Parkway
Whiteley, Fareham
Hampshire, PO15 7PA

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



Authorized Signatory

JL Gordon



ANNEX 1
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

ANNEX 2 THE SCHOOL TRAVEL PLAN

PART I: Components of the School Travel Plan

The School Travel Plan will be a basis for promoting sustainable travel to and from the School.

The National Planning Policy Framework states that... *"All developments which generate significant amounts of movement should be required to provide a Travel Plan."*

For further advice on developing a School Travel Plan see the Transport for London's school travel plan website (STARS) and the Camden website:

<https://stars.tfl.gov.uk/About/About>

<https://www.camden.gov.uk/ccm/navigation/education/camden-schools/school-travel-plans/>

The School Travel Plan Co-ordinator will implement the School Travel Plan where appropriate in partnership with the Council's School Travel Plan Officer.

In drawing up the School Travel Plan the school shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of pupils/parents/staff and other visitors and display these on the 'school details' page of the relevant STARS page on the website.
- b. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for staff at the school.
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the school for pupils/parents/staff and other visitors.

2. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the school.

3. On-Street Parking Controls

The plan should aim to minimise the transport impacts of school run traffic in the surrounding area of the school including parking, loading and unloading.

4. Parking and Travel

A review of staff and pupils' travel should have the principal aim of reducing the amount of pupils being driven to school, and increasing the proportion of trips undertaken by bicycle, scooter (non powered) and on foot.

5. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and covered cycle parking for staff, visitors and pupils

Consideration shall also be given to providing the following:

- b. changing and showering facilities for staff;
- c. cycle and equipment loans and insurance for staff;
- d. work with the Council to improve cycle routes to/from the school;
- e. cycle training sessions for staff, parents and teachers.

6. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the school must seek to:

- a. identify the number and type of servicing vehicles required for the school;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles;
- d. conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows and must not be carried out during school opening and closing times;
- e. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles).

PART II: Review and Monitoring of the School Travel Plan

The School Travel Plan Coordinator shall ensure that the School Travel Plan contains arrangements for the review and monitoring of the School Travel Plan, and that this is carried out on an ongoing basis annually in line with Transport for London's STARS system.

The monitoring should reflect the targets set out in the first year of the School Travel Plan in accordance with the criteria set out in the definition of School Travel Plan above, with the school endeavoring to achieve improvement in performance to Gold level on STARS by year 5.

Application ref: 2023/3407/P
Contact: David Peres Da Costa
Tel: 020 7974 5262
Date: 8 May 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

DWD
6 New Bridge Street
London
EC4V 6AB
United Kingdom

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:
81 Belsize Park Gardens
London
NW3 4NJ

PROPOSAL
Proposal:

DECISION
Change of use from gym (Use Class E) to education use (Use Class F1) together with external alterations including: alteration to windows and insertion of windows to ground and first floor (1st and 2nd floor eastern windows opaque), creation of external side access with entrances relocated to east elevation following demolition of single storey structure, demolition and rebuild of eastern party wall, all to eastern elevation. Replacement of rooflight with saw tooth roof at front of building, raising of parapet wall, addition of rooflights, pv panels, green roof and roof plant, all at roof level. Insertion of window to ground floor front elevation following removal of existing porch structure and insertion of windows at first floor of front elevation. Erection of boundary wall with railings, cycle and bin stores at front of site, including associated hard and soft landscaping works.

Drawing Nos:

Existing drawings: 4279 CDC XX: RL DR A (EX) 000 D; GR DR A (EX) 100 E; UG DR A (EX) 105; 01 DR A (EX) 110 E; RL DR A (EX) 120 E; 03 DR A (EX) 130 E; RL DR A (EX) 140 E; XX DR A (EX) 300 D; XX DR A (EX) 319; XX DR A (EX) 329; XX DR A (EX) 400 E; XX DR A (EX) 410 C; XX DR A (EX) 440

Demolition drawings: 4279 CDC XX RL DR A (DM) 000 A; XX DR A (DM) 400 A; XX DR A (DM) 410 A

Proposed drawings: 4279 CDC XX: DR A (GA) 430 C; RL DR A (GA) 140 N; 01 DR A (GA) 130 N; XX DR A (81) 400 G; ZZ DR A (81) 100 D; XX DR A (GA) 400 I; GR DR A (GA) 100 K; XX DR A (GA) 329; XX DR A (GA) 319; XX DR A (GA) 300 G; 01 DR A (GA) 120 I; 01 DR A (GA) 110 I; GR DR A (GA) 105 F; RL DR A (GA) 000 B; GF DR A (97) 100 G

Supporting documents: Biodiversity Gain Plan and Urban Greening Factor Review prepared by MKA Ecology dated 16 August 2023; Nocturnal Bat Survey prepared by MKA Ecology dated 16 August 2023; Preliminary Ecological Appraisal and Preliminary Roost Assessment prepared by MKA Ecology dated 16 August 2023; Marketing Report prepared by DWD dated Aug 2023; Design & Access Statement prepared by CDC Studio dated Aug 2023; Daylight and Sunlight Assessment prepared by T16 Design dated Aug 2023; Draft School Travel Plan prepared by Robert West dated Aug 2023; Delivery, Servicing and Refuse Management Plan prepared by Robert West dated Aug 2023; CMP pro forma completed by Robert West Consulting dated 16/08/23; Air Quality Assessment prepared by Phlorum dated July 2023; Preliminary BREEAM Assessment prepared by Eight Versa dated 27/02/2023; Energy & Sustainability Statement prepared by Max Fordham dated 16 Aug 2023; Fire Planning Statement Rev C prepared by Osborn Associates dated Aug 2023; Flood Risk Assessment and Drainage Strategy P4 prepared by MHA Structural Design dated 22/1/24; Noise Impact Assessment prepared by Max Fordham dated 11 Aug 2023; Sustainability pro forma; Arboricultural Survey Impact Assessment & Method Statement prepared by Marcus Foster dated Aug 2023; Urban Greening Factor calculations; Response to Public Comments prepared by DWD dated 11/12/2023; Transport Assessment prepared by Robert West dated Dec 2023; Designing Out Crime Response prepared by CDC Studio dated 08/01/24; Security, Access Control & CCTV Level 00; 4279 CDC XX 00 DR A SK 001 240108 Rev A; SECURITY NEEDS ASSESSMENT prepared by Cornerstone dated 15 June 2023; 4279 CDC XX XX DR A (SK) 240105; DESIGN BRIEFING NOTE 01 - UNDERFLOOR COOLING prepared by Max Fordham dated June 2023; Planning Statement and Heritage Assessment prepared by DWD dated January 2024

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 Approved drawings

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

Existing drawings: 4279 CDC XX; RL DR A (EX) 000 D; GR DR A (EX) 100 E; UG DR A (EX) 105; 01 DR A (EX) 110 E; RL DR A (EX) 120 E; 03 DR A (EX) 130 E; RL DR A (EX) 140 E; XX DR A (EX) 300 D; XX DR A (EX) 319; XX DR A (EX) 329; XX DR A (EX) 400 E; XX DR A (EX) 410 C; XX DR A (EX) 440

Demolition drawings: 4279 CDC XX RL DR A (DM) 000 A; XX DR A (DM) 400 A; XX DR A (DM) 410 A

Proposed drawings: 4279 CDC XX: DR A (GA) 430 C; RL DR A (GA) 140 N; 01 DR A (GA) 130 N; XX DR A (81) 400 G; ZZ DR A (81) 100 D; XX DR A (GA) 400 I; GR DR A (GA) 100 K; XX DR A (GA) 329; XX DR A (GA) 319; XX DR A (GA) 300 G; 01 DR A (GA) 120 I; 01 DR A (GA) 110 I; GR DR A (GA) 105 F; RL DR A (GA) 000 B; GF DR A (97) 100 G

Supporting documents: Biodiversity Gain Plan and Urban Greening Factor Review prepared by MKA Ecology dated 16 August 2023; Nocturnal Bat Survey prepared by MKA Ecology dated 16 August 2023; Preliminary Ecological Appraisal and Preliminary Roost Assessment prepared by MKA Ecology dated 16 August 2023; Marketing Report prepared by DWD dated Aug 2023; Design & Access Statement prepared by CDC Studio dated Aug 2023; Daylight and Sunlight Assessment prepared by T16 Design dated Aug 2023; Draft School Travel Plan prepared by Robert West dated Aug 2023; Delivery, Servicing and Refuse Management Plan prepared by Robert West dated Aug 2023; CMP pro forma completed by Robert West Consulting dated 16/08/23; Air Quality Assessment prepared by Phlorum dated July 2023; Preliminary BREEAM Assessment prepared by Eight Versa dated 27/02/2023; Energy & Sustainability Statement prepared by Max Fordham dated 16 Aug 2023; Fire Planning Statement Rev C prepared by Osborn Associates dated Aug 2023; Flood Risk Assessment and Drainage Strategy P4 prepared by MHA Structural Design dated 22/1/24; Noise Impact Assessment prepared by Max Fordham dated 11 Aug 2023; Sustainability pro forma; Arboricultural Survey Impact Assessment & Method Statement prepared by Marcus Foster dated Aug 2023; Urban Greening Factor calculations; Response to Public Comments prepared by DWD dated 11/12/2023; Transport Assessment prepared by Robert West dated Dec 2023; Designing Out Crime Response prepared by CDC Studio dated 08/01/24; Security, Access Control & CCTV Level 00; 4279 CDC XX 00 DR A SK 001 240108 Rev A; SECURITY NEEDS ASSESSMENT prepared by Cornerstone dated 15 June 2023; 4279 CDC XX XX DR A (SK) 240105; DESIGN BRIEFING NOTE 01 - UNDERFLOOR COOLING prepared by Max Fordham dated June 2023; Planning Statement and Heritage Assessment prepared by DWD dated January 2024

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

3 Detailed drawings

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 all windows (including jambs, head and cill), ventilation grills, dry riser inlets, external doors and gates;
- b) Manufacturer's specification details of all facing materials including the colour of the render (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 and D2 of the London Borough of Camden Local Plan 2017.

4 Sample panel of brickwork

Before the brickwork is commenced, a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority. The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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.

5 External face of building

Other than where approved as part of this permission, 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 D1 and D2 of the London Borough of Camden Local Plan 2017.

6 Obscure glazed windows

Prior to the first occupation of the development hereby approved, the first, second and third floor windows on the side (east) elevation, as shown on drawing 4279 CDC XX XX DR A (GA) 400 B Revision I, shall be fitted with obscure glass (the glazing should be sandblasted or have an acid etched finish so that it is opaque) and be non-opening, and the windows shall be retained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with policy A1 of the Camden Local Plan 2017.

7 Waste and recycling storage

The waste and recycling storage shown on the approved plans (4279 CDC XX XX DR A (81) 400 Rev G and 4279 CDC XX ZZ DR A (81) 100 Rev D) shall be provided prior to the commencement of the use hereby permitted, and shall be permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1, D1 and D2 of the London Borough of Camden Local Plan 2017.

8 Designing out Crime

The development hereby approved shall incorporate the security recommendations set out in the Security Needs Assessment prepared by Cornerstone dated 10/07/2023 and shall include the security features shown on the Designing out Crime Ground floor plan: 4279 CDC XX 00 DR A SK 001 240108 and Security, Access Control & CCTV Level 00: J7268-MXF-ZZ-00-DR-E-60100 Rev P03 and the security features shall be retained and maintained thereafter.

Reason: To ensure the development minimises crime and antisocial behaviour in accordance with policy D1 of the Camden Local Plan 2017.

9 PV panels

Prior to the commencement of use, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall be 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. The development shall not be occupied until the relevant approved details have been implemented and shall be 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 and CC2 of the London Borough of Camden Local Plan 2017.

10 Biodiverse roof

Prior to commencement of any roof works, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include

- i. a detailed scheme of maintenance
- ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used and showing a minimum substrate of 150mm and a variation of substrate depth with peaks and troughs
- iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter be retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies A3, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

11 Sustainable Drainage

Prior to commencement of use, the sustainable drainage system as approved (as set out in the Flood Risk Assessment and Drainage Strategy P4 with appendices prepared by MHA dated 22/1/2024) shall be installed as part of the development to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change, such that flooding does not occur in any part of a building or in any utility plant susceptible to water and to achieve run-off rates of 12.9l/s in a 1 in 100 year rainfall event with +40% allowance for climate change. The system shall include permeable paving with at least 2.6sqm of attenuation, at least 280sqm of green roofs and a rain garden as stated in the approved drawings and shall thereafter retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

12 Hours of use

The use of the site for teaching shall only be carried out between 07:30 to 20:00 hours Mondays to Fridays and not at all on weekends or Bank Holidays. The building shall not be used by anyone other than school staff after 20:00 hours Mondays to Fridays, and at any time on weekends and Bank Holidays.

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.

13 Student capacity

The student capacity of 81 Belsize Park Gardens shall not exceed 200 students.

Reason: To ensure that the development would not increase pressure on the transport network or harm neighbouring amenity in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017 and Policy T4 of the London Plan 2021.

14 Cycle Storage

Prior to first occupation, the secure and covered cycle storage area for 30 cycles (long stay) and two short stay cycles hereby approved (as shown on drawing numbers: 4279 CDC XX XX DR A (81) 400 Rev G and 4279 CDC XX ZZ DR A (81) 100 Rev D) shall be provided in its entirety 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.

15 Tree protection

Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the Arboricultural Survey, Impact Assessment, and Method Statement Report dated August 2023 by Marcus Foster Arboricultural Design and Consultancy. 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 BS5837:2012 and with the approved protection details. The development shall be monitored by the project arboriculturalist in accordance with the approved report.

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.

16 Hard and soft landscaping

Prior to the commencement of the relevant works, full details of hard and soft landscaping and means of enclosure of all un-built, open areas shall have been submitted to and approved by the local planning authority in writing. Such details shall include:

- a five year maintenance plan for the new Scots pine tree in accordance with BS8545:2014.
- a planting scheme in accordance with the recommendations of the Preliminary Ecological Appraisal prepared by MKA Ecology dated August 2023 hereby approved.
- ivy (as climber for trellises)

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 and D2 of the London Borough of Camden Local Plan 2017.

17 Hard and soft landscaping compliance

All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation for the permitted use of the development. 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.

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 and D2 of the London Borough of Camden Local Plan 2017.

18 Lighting Strategy

Prior to the commencement of use, a lighting strategy shall be submitted to and approved in writing by the Local Planning Authority. Such strategy shall provide details of all external lighting fixtures and fittings and shall demonstrate how their design, location and specification has taken account of biodiversity (including foraging and roosting bats) and reducing light spillage. The development shall not be occupied until the relevant approved details have been implemented. These works shall be permanently retained and maintained thereafter.

Reason: To safeguard neighbouring amenity and to conserve biodiversity by minimising light pollution in accordance with the requirements of policy D1, D2, A1 and A3 of the London Borough of Camden Local Plan 2017.

19 Bird and bat boxes

Prior to first occupation of the development a plan showing details of 4 bird and 2 bat box locations and types and indication of species to be accommodated (the boxes to be incorporated into the fabric of the building if feasible) shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2021 and Policy A3 of the London Borough of Camden Local Plan 2017.

20 Fire Statement

The development must be implemented in accordance with the provisions of the Fire Statement prepared by Osborn Associates dated August 2023 Revision C.

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance with the Mayor's London Plan Policy D12.

21 Noise thresholds

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 windows and terraces, 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.

22 Anti-vibration measures

Prior to use, machinery, plant or equipment at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration-isolated from the casing and adequately silenced and maintained as such.

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.

23 Acoustic compliance assessment prior to occupation

Prior to first occupation, an acoustic report shall be submitted to and approved in writing by the local planning authority. The acoustic report shall assess the cumulative plant noise levels from all plant operating together at maximum capacity to demonstrate compliance with the noise criteria outlined in Condition 21. Should additional mitigation be recommended, approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of neighbouring noise sensitive receptors in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

24 Fire doors

The existing door (east elevation) that opens onto the communal garden and the door on the Lancaster Stables elevation shall only be used as emergency egress and shall not be used for any other purpose.

Reason: To safeguard the amenities of neighbouring occupiers in accordance with the requirements of policies A1 of the London Borough of Camden Local Plan 2017.

25 Music / amplified voices

Neither music nor amplified voices emitted from the development shall be audible at any residential / noise sensitive premises.

Reason: To safeguard the amenities of neighbouring noise sensitive receptors in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

26 Evidence of potential contamination

If during construction/demolition works, evidence of potential contamination is encountered, works shall cease and the site fully assessed to enable an appropriate remediation plan to be developed. Works shall not recommence until an appropriate remediation scheme has been submitted to, and approved in writing by, the local planning authority and the remediation has been completed. Upon completion of the building works, this condition shall not be discharged until a closure report has been submitted to, and approved in writing by the local planning authority.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous use of the site in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

27 Sound insulation

Before the use commences sound insulation along the party wall shall be provided in accordance with the Noise Impact Assessment prepared by Max Fordham dated 11 Aug 2023. The use shall thereafter not be carried out other than in accordance with the approved scheme. The sound insulation shall be retained for as long as the use operates.

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.

Informative(s):

- 1 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 2 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 3 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).

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 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.
- 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.

- 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 All wild birds, their active nests and eggs are protected under The Wildlife and Countryside Act 1981 (as amended), which makes it an offence deliberately, or recklessly, to kill or injure any wild bird or damage or destroy any active birds' nest or eggs.

Where vegetation clearance works are required during the breeding bird season (between the months of March and August inclusive), such works can only proceed following the completion of a nesting bird check undertaken by an experienced ornithologist. Any active birds' nest identified during this check must be protected from harm until the nesting attempt is complete. This will require a buffer to be left around the nest, the size of which will depend upon the species involved. Any buffers established as a result of the initial nesting bird check must be subjected to a second check after the original nesting attempt is completed, before such areas can be removed during the breeding bird season.

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

NORTHGATE SE GIS Print Template



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