

DATED

05 February

202~~4~~5

(1) UNIVERSITY OF LONDON

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

**1-4 Lansdowne Terrace and 89-92 Guilford Street
London**

WC1N 1DJ 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

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

G:\case files\culture & env\planning\JO\s106 Agreements\1-4 Lansdowne 89-92 Guilford (CF, CP,
CMP, CB)

CLS/COM/JO/ 1001735

s106 FINAL 20.12.2024

THIS AGREEMENT is made the 05th day of February 2024/5

BETWEEN:

- A. **UNIVERSITY OF LONDON** of Gower Street London WC1E 6BT (Co.Regn. No RC000661) (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 the Property under Title Number LN128023.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 19th July 2024 and the Council resolved to grant permission conditionally under reference number 2024/3022/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act 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.
- 1.5 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	"Approved Architect"	Burd Howard Architects of 24 Wolsey Mews London NW5 2DX or such other architect similarly experienced in the design and construction of high quality buildings to be retained by the Owner the identify of such architect to have been the subject of consultation with the Council prior to their appointment and to be agreed by the Council in writing
2.4	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.5	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking any 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 Schedule 1 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on</p>

		<p>the Property and the building out of the Development;</p> <p>(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase;</p> <p>(c) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) 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>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.6	"the Construction Management Plan Bond"	<p>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 4.5 but for the avoidance of doubt not to be used towards the cost of the verification of proper operation of the approved Construction Management Plan.</p>

2.7	"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
2.8	"the 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 any demolition of the Existing Buildings
2.9	"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
2.10	"Cycle Space"	a designated space for the storage and securing of a bicycle on the Property whose location is shown on Development drawings
2.11	"Cycle Parking Contribution"	the sum the sum of £5,040 (five thousand and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the installation of cycle parking provisions on the Public Highway in the vicinity of the Property to provide covered, secure and fully enclosed cycle storage facilities
2.12	"the Development"	erection of single-storey mansard roof extension to all eight existing townhouses and erection of five-storey rear extension to no.1 Lansdowne Terrace to provide improved student accommodation (Sui Generis). Provision of refuse and cycle storage, private and communal amenity space,

		<p>and landscaping. as shown on drawing numbers:- Existing Drawing Nos:</p> <p>(Prefix 2327) E000 P1, E100 P1, E101 P1, E02 P1, E103 P1, E104 P1, E105 P1, E110 P1, E130 P1, E160 P1, E161 P1, E162 P1, E163 P1, E164 P1, E165 P1, E300 P1, E310 P1, E320 P1, E330 P1, E500 P1, E510 P1, E520 P1, E530 P1, E600 P1, E610 P1, E620 P1, E630 P1, E800 P1, E810 P1, E820 P1, E830 P1</p> <p>Proposed Drawing Nos:</p> <p>(Prefix 2327) P010 P1, P100 P1, P101 P1, P102 P1, P103 P1, P104 P1, P105 P1, P106 P1, P110 P1, P120 P1, P140 P1, P141 P1, P142 P1, P143 P1, P150 P1, P151 P1, P152 P1, P153 P1, P160 P1, P161 P1, P162 P1, P163 P1, P164 P1, P165 P1, P300 P1, P301 P1, P310 P1, P320 P1, P340 P1, P500 P1, P501 P1, P510 P1, P520 P1, P540 P1, P600 P1, P601 P1, P610 P1, P620 P1, P640 P1, P800 P1, P801 P1, P810 P1, P820 P1, P840 P1, PAAS P1</p> <p>Documents:</p> <p>Covering Letter (prepared by HGH Consulting, dated 18 July 2024), Planning Statement (prepared by HGH Consulting, dated July 2024), Design and Access Statement (prepared by Burd Howard Architects, dated July 2024), Heritage Statement (prepared by Icenii, dated July 2024), Access Statement (prepared by Keith Garner, dated 15 July 2024), Fire Safety Strategy (prepared by Jensen Hughes, dated 28 June 2024), Flood Risk Assessment (prepared by Price & Myers, dated June 2024), Noise Impact Assessment (prepared by Max Fordham, dated July 2024), Preliminary Ecological Appraisal (prepared by MKA Ecology, dated July 2024), Structural Engineer Report and Drawings (prepared by Price & Myers, dated June 2024), Sustainability Statement (prepared by Max Fordham, dated 11 July 2024)</p>
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2.13	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.14	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.15	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.16	"the Parties"	mean the Council and the Owner
2.17	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 19 th July 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/3022/P subject to conclusion of this Agreement
2.18	"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
2.19	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed to Schedule 3
2.20	"the Property"	the land known as 1-4 Lansdowne Terrace and 89-92 Guilford Street London WC1N 1DJ the same as shown shaded grey on the plan annexed to Schedule 2.
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 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.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 ARCHITECT RETENTION

4.1.1 Unless otherwise agreed in writing by the Council the Owner shall not:-

- (a) submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by the Approved Architect;
- (b) Implement or carry out any works forming part of the construction of the Development at any time when the Approved Architect is not employed by the Owner as project architect; and
- (c) Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from the Approved Architect that the Development has been carried out and completed in accordance with the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission.

4.2 CAR FREE

4.2.1 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.

4.2.2 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 of this Agreement.

4.3 CYCLE SPACES

4.3.1 To ensure that prior to the Occupation of the Development the Owner ensures the provision of 44 number of cycle parking spaces shall be provided at an appropriate location within the Property.

4.3.2 To ensure that following Occupation of the Development the Owner shall ensure the on-going provision and maintenance of 44 number of cycle parking spaces on the Property at the Owner's expense.

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the obligation in Clause 4.3.2 above will remain in perpetuity.

4.4 CONSTRUCTION MANAGEMENT PLAN

4.3.1 On or prior to the Implementation Date to:

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

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

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

- 4.4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.4.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.5 CONSTRUCTION MANAGEMENT PLAN BOND

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.5.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.5.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.5.4 The Owner must once notified by the Council in accordance with Clause 4.5.3 acknowledge the notice within 24 hours of being notified and:
- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

- (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.5.5 In the event the Owner does not comply with the obligations in 4.5.3 (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 4.5.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

4.5.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty-eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.5.5.

4.6 CYCLE PARKING CONTRIBUTION

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

4.6.2 Not to Implement nor to allow Implementation until such time as the Council has received the Cycle Parking Contribution in full.

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 2024/3022/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and

citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2024/3022/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 2024/3022/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

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

- 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 2024/3022/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement and its monitoring fees on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it

no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The 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(s) 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 has executed this instrument as a Deed the day and year first before written

**EXECUTED as a deed
(but not delivered until the date of this
Deed) by
affixing the common seal of
UNIVERSITY OF LONDON
In the presence of:-**

)
)
)
)
)



At [Redacted]

Authorised Signatory

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

)
)
)
)
)

[Redacted]

Authorised Signatory



SCHEDULE 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>

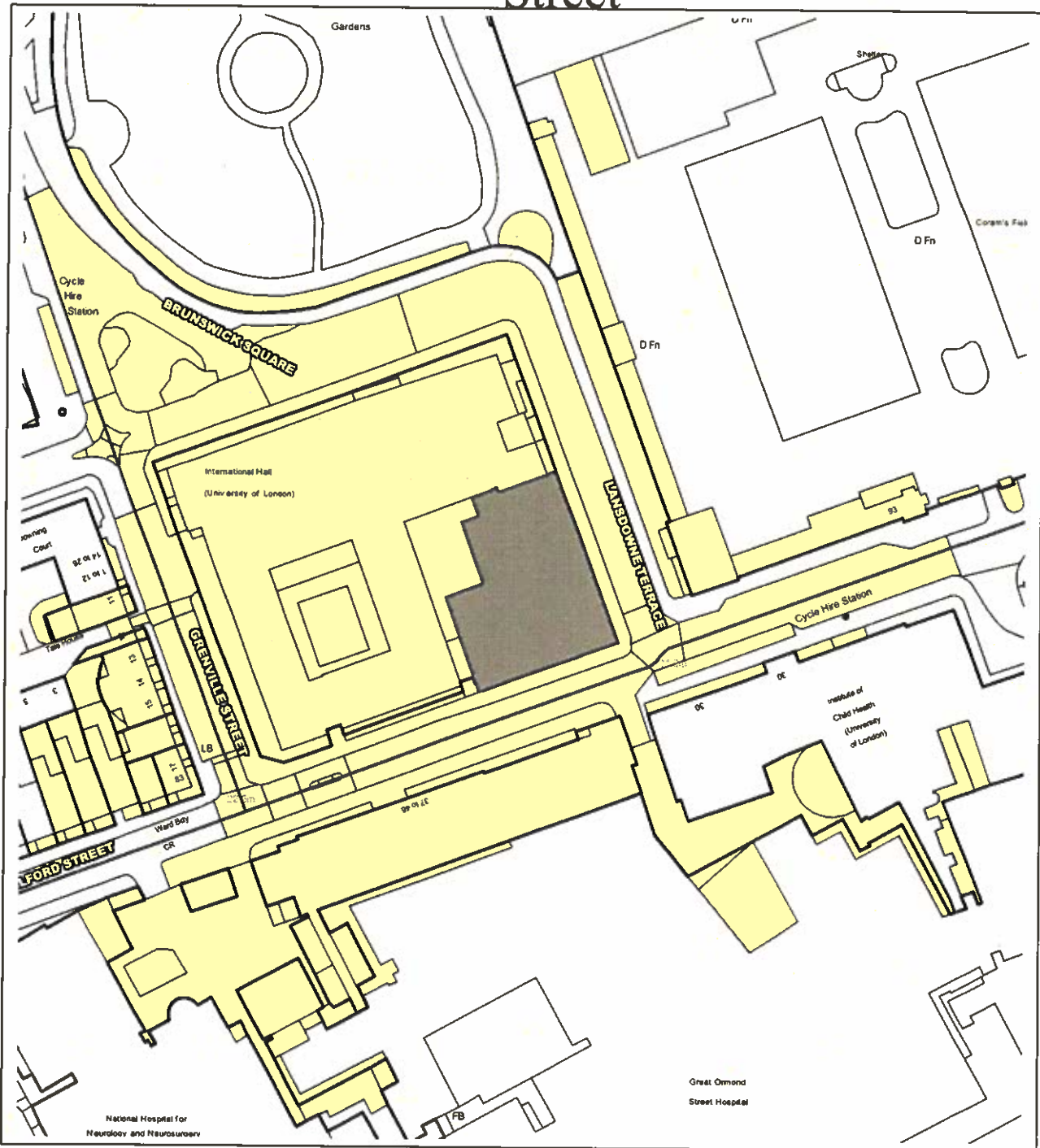
<https://www.camden.gov.uk/about-construction-management-plans?inheritRedirect=true>

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

SCHEDULE 2

1-4 Lansdowne Terrace and 89-92 Guilford Street



SCHEDULE 3

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

Application ref: 2024/3022/P
Contact: Daren Zuk
Tel: 020 7974 3368
Date: 11 November 2024

HGH Consulting
45 Welbeck Street
London
W1G 8DZ

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:
1-4 Lansdowne Terrace and 89-92 Guilford Street
London
WC1N 1DJ

Proposal:
Erection of single-storey mansard roof extension to all eight existing townhouses and erection of five-storey rear extension to no.1 Lansdowne Terrace to provide improved student accommodation (Sui Generis). Provision of refuse and cycle storage, private and communal amenity space, and landscaping.

Drawing Nos: Existing Drawing Nos:
(Prefix 2327) E000 P1, E100 P1, E101 P1, E02 P1, E103 P1, E104 P1, E105 P1, E110 P1, E130 P1, E160 P1, E161 P1, E162 P1, E163 P1, E164 P1, E165 P1, E300 P1, E310 P1, E320 P1, E330 P1, E500 P1, E510 P1, E520 P1, E530 P1, E600 P1, E610 P1, E620 P1, E630 P1, E800 P1, E810 P1, E820 P1, E830 P1

Proposed Drawing Nos:

(Prefix 2327) P010 P1, P100 P1, P101 P1, P102 P1, P103 P1, P104 P1, P105 P1, P106 P1, P110 P1, P120 P1, P140 P1, P141 P1, P142 P1, P143 P1, P150 P1, P151 P1, P152 P1, P153 P1, P160 P1, P161 P1, P162 P1, P163 P1, P164 P1, P165 P1, P300 P1, P301 P1, P310 P1, P320 P1, P340 P1, P500 P1, P501 P1, P510 P1, P520 P1, P540 P1, P600 P1, P601 P1, P610 P1, P620 P1, P640 P1, P800 P1, P801 P1, P810 P1, P820 P1, P840 P1, PAAS P1

Documents:

Covering Letter (prepared by HGH Consulting, dated 18 July 2024), Planning Statement (prepared by HGH Consulting, dated July 2024), Design and Access Statement (prepared by Burd Howard Architects, dated July 2024), Heritage Statement (prepared by Icen, dated July 2024), Access Statement (prepared by Keith Garner, dated 15 July 2024), Fire Safety Strategy (prepared by Jensen Hughes, dated 28 June 2024), Flood Risk Assessment (prepared by Price & Myers, dated June 2024), Noise Impact Assessment (prepared by Max Fordham, dated July 2024), Preliminary Ecological Appraisal (prepared by MKA Ecology, dated July 2024), Structural Engineer Report and Drawings (prepared by Price & Myers, dated June 2024), Sustainability Statement (prepared by Max Fordham, dated 11 July 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 The development hereby permitted shall be carried out in accordance with the following approved plans:

Existing Drawing Nos:

(Prefix 2327) E000 P1, E100 P1, E101 P1, E02 P1, E103 P1, E104 P1, E105 P1, E110 P1, E130 P1, E160 P1, E161 P1, E162 P1, E163 P1, E164 P1, E165 P1, E300 P1, E310 P1, E320 P1, E330 P1, E500 P1, E510 P1, E520 P1, E530 P1, E600 P1, E610 P1, E620 P1, E630 P1, E800 P1, E810 P1, E820 P1, E830 P1,

Proposed Drawing Nos:

(Prefix 2327) P010 P1, P100 P1, P101 P1, P102 P1, P103 P1, P104 P1, P105 P1, P106 P1, P110 P1, P120 P1, P140 P1, P141 P1, P142 P1, P143 P1, P150 P1, P151 P1, P152

P1, P153 P1, P160 P1, P161 P1, P162 P1, P163 P1, P164 P1, P165 P1, P300 P1, P301 P1, P310 P1, P320 P1, P340 P1, P500 P1, P501 P1, P510 P1, P520 P1, P540 P1, P600 P1, P601 P1, P610 P1, P620 P1, P640 P1, P800 P1, P801 P1, P810 P1, P820 P1, P840 P1, PAAS P1,

Documents:

Covering Letter (prepared by HGH Consulting, dated 18 July 2024), Planning Statement (prepared by HGH Consulting, dated July 2024), Design and Access Statement (prepared by Burd Howard Architects, dated July 2024), Heritage Statement (prepared by Icení, dated July 2024), Access Statement (prepared by Keith Garner, dated 15 July 2024), Fire Safety Strategy (prepared by Jensen Hughes, dated 28 June 2024), Flood Risk Assessment (prepared by Price & Myers, dated June 2024), Noise Impact Assessment (prepared by Max Fordham, dated July 2024), Preliminary Ecological Appraisal (prepared by MKA Ecology, dated July 2024), Structural Engineer Report and Drawings (prepared by Price & Myers, dated June 2024), Sustainability Statement (prepared by Max Fordham, dated 11 July 2024)

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

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.**

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 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 before the relevant part of the work is begun:**

a) Typical details of new railings/balustrades at a scale of 1:10;

b) Plan, elevation and section drawings of all new doors at a scale of 1:10 with typical moulding and architrave details at a scale of 1:1.

c) Plan, elevation and section drawings of all new windows at a scale of 1:10 with typical glazing bar details at 1:1.

d) Details (at a scale of no less than 1:20) of the front dormers.

e) Samples and/or manufacturer's details of new facing materials for the mansard roof and rear elevation (to be provided on site and retained on site during the course of the works).

f) Details (at a scale of no less than 1:20) of the rooftop ASHP enclosures.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies D1 and D2 of the Camden Local Plan 2017.

- 5 Prior to the relevant part of the work is begun, details of secure and covered cycle storage area for 44 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.

- 6 Prior to the relevant part of the work is begun, full details in respect of the biodiverse green roofs (as shown in drawing 2327_P106_P1) shall be submitted to and approved in writing by the local planning authority. The design of the green roof should follow the definition of Biodiverse Green roof in the GRO Green Roof Code 2021, and details submitted shall include the following:

The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied.

- a) Maintenance plan;
- b) A section at a scale of 1:20 showing substrate depths
- c) Planting schedule
- d) Other habitat features to be included

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2, and A3 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure that the amenity of occupiers of the development site/surrounding premises are not adversely affected by noise from mechanical installations/ equipment in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 8 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 ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 9 Prior to the relevant part of the work is begun, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and 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, and A4 of the London Borough of Camden Local Plan 2017.

- 10 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.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 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.
- 3 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.
- 4 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public

Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.**
- 6 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.**
- 7 Biodiversity Net Gain (BNG)**

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted 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 not require the approval of a BGP before development is begun because 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.

If the onsite habitat includes Irreplaceable Habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements.

The BGP must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat.

The LPA can only approve a BGP if satisfied the adverse effect on the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

If planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 and a BGP was approved in relation to the previous (parent) planning permission ("the earlier BGP") there are circumstances when the earlier BGP is regarded as approved for the purpose of discharging the biodiversity gain condition subject to which the section 73 planning permission is granted.

Those circumstances are that the conditions subject to which the section 73 permission is granted:

- do not affect the post-development value of the onsite habitat as specified in the earlier Biodiversity Gain Plan, and

- in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat the conditions do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier Biodiversity Gain Plan.

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