

27/02/2025

**Via planning portal only**

Dear Sir/Madam,

**CERTIFICATE OF LAWFUL DEVELOPMENT (PROPOSED) WITH RESPECT TO THE INSTALLATION OF EXTERNAL LIGHTING AT IMPERIAL HOTEL, 61-66 RUSSELL SQUARE, LONDON, WC1B 5BB**

This is an application under Section 55(2) of the Town and Country Planning Act 1990 to obtain a Lawful Development Certificate to confirm that the proposed installation of external lighting at the above site does not constitute development and is therefore lawful. This letter is accompanied by a façade lighting plan and details as follows:

Drawing Title	Drawing Reference
Façade Lighting Plan	4029 REV A
Façade Lighting Details	4029 REV A(b)

**Description of Proposed Development**

This application is proposing the installation of external lighting, specifically LED strip lighting. The proposed external lighting relates to the front façade of the building and the strip lighting would be mounted on the bottom edge of the balconies on each floor.

**Site Description**

The application property relates to the Imperial Hotel (Class C1), sited on the east side of Russell Square. The existing building has an asymmetrical T-plan fronting Russell Square, and the hotel is 10-storeys in height, comprising a ground floor and 9 upper floors. The site is located within the Bloomsbury Conservation Area. The building is not listed.

## **The Lawfulness of the Proposed Development**

The key consideration is whether the proposed development would materially affect the external appearance of the building and whether the proposal would constitute development under Section 55 of the Town and Country Planning Act 1990.

Development is defined as the carrying out of building, engineering, mining or other operations in, on, over or under land; or the making of any material change in the use of any buildings or other land. The categories of work that do not constitute 'development' are set out within Section 55(2) of the Town and Country Planning Act 1990. Of particular relevance in this instance is 'building operations which do not materially affect the external appearance of a building.' The term 'materially affect' has no statutory definition but is linked to the significance of the change which is made to a building's external appearance.

The Royal Borough of Kensington and Chelsea v CG Hotels [1980] case established that the installation of floodlights had no material effect on a hotel and that while its appearance was affected when illuminated, that did not amount to development. The planning inspector held that no development had occurred as the floodlights themselves were virtually invisible from the street and so did not materially affect the external appearance of the building. The planning authority appealed on the basis that at night the whole purpose of the floodlights was to affect the external appearance of the building. The Divisional Court held that the running of electricity through the apparatus was what materially affected the building's appearance. Since this was not an operation it could not be development.

In this case, the proposed external lighting would be 'de minimis' alterations to the building, as clear from proposed drawings. The fitting and bracket of the proposed external lighting will project approximately 25mm off the building, with the body another 25mm. The siting of the proposed installation has been carefully considered to ensure there is limited visibility from the street scene. Owing to the discreet siting of the LED strip lights and their limited proposed projection off the front façade of the building, the external lighting would not materially affect the external appearance of the building. It is therefore considered that the proposal would not constitute development and should be permitted as lawful.

### **Summary & Conclusion**

The proposed external lighting is not development as defined by Section 55 of the Town and Country Planning Act 1990, since the proposed lighting would not materially affect the external appearance of the building. It is therefore respectfully requested that a certificate is issued. I trust the commentary above is clear but please do not hesitate to contact me if you have any queries or if I can offer any further points of clarification.

Yours faithfully

**Allen Sacbucker**  
**Partner**  
**SM Planning**