

DATED

12 March

2025

(1) SUCCESS VENTURE PROPERTY INVESTMENTS LIMITED

and

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

AGREEMENT

relating to land known as
110 High Holborn London
WC1V 6JS

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

Tel: 020 7974 5826

CLS/COM/ESA/1133256
s106 FINAL

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THIS AGREEMENT is made the 12th day of March 2025

B E T W E E N:

- A. **SUCCESS VENTURE PROPERTY INVESTMENTS LIMITED** incorporated in Hong Kong with company no 2375356 whose registered office is at 6th Floor Alexandra House, 18 Chater Road Central Hong Kong and whose address for service in the United Kingdom is Devonshire House, 1 Bishopsgate Plaza, EC3A 7AB (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 NGL780419.
- 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 19 June 2024 and the Council resolved to grant permission conditionally under reference number 2024/2525/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	"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
2.4	"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
2.5	"the Development"	change of use of (part) ground floor, first floor and second floor from offices (Class E) to a flexible use as either offices (Class E) and/or education (Class F1) and/or medical or health services (Class E) as shown on drawing numbers:- 4913: 001 rev A (2), 002 rev A (2), 003 rev A (2), 004 rev A, 100 rev A (2), 101 rev A (2), 200 rev A (2), 201 rev A (2), 201 rev A (2), 300 rev A (2), 301 rev A (2), Existing Basement Plan (Existing Car Parking and Cycle Store), Proposed Basement Plan (Proposed Car Parking and Cycle Store) and the Marketing report
2.6	"the Employment and Training Contribution"	the sum to be calculated in accordance with Camden Planning Guidance titled Employment Sites and Business premises dated January 2021 (and any successor documents) and 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 to support activities that create or promote opportunities for employment or training
2.7	"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
2.8	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.9	"the Parties"	mean the Council and the Owner
2.10	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 29 June 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/2525/P subject to conclusion of this Agreement
2.11	"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
2.12	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.13	"the Property"	ground floor (in part), first floor and second floor of the land known as 110 High Holborn London WC1V 6JS and registered at HM Land Registry with freehold title number NGL780419 as shown on the areas shaded green on the plan annexed hereto

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, 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 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to
- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and

(ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

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

4.1.3 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 permanently.

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 EMPLOYMENT AND TRAINING CONTRIBUTION

4.2.1 On or prior to the Implementation Date to submit to the Council the intended use of the Development as described in the Planning Permission and if any of the Development is Class F1 to include the calculation for the Employment and Training Contribution.

4.2.2 Not to Implement nor permit Implementation of the Development until the Council has confirmed in writing whether the Employment and Training Contribution is due and if so the amount of the Employment and Training Contribution.

4.2.3 On or prior to any subsequent change of use of any part of the Development as permitted by the planning permission to inform the Council and not to allow any change of use until the Council has confirmed in writing whether the Employment and Training Contribution is due.

4.2.4 Not to Occupy or permit Occupation at any time of the Development if the Development or any part of the Development is in occupation as Class F1 (a)

education unless and until the Council has received the Employment and Training 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 Not less than seven days prior to the intended Occupation Date the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2024/2525/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 2024/2525/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 2024/2525/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 AllIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP 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 2024/2525/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 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.

6.5 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.

6.6 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.

6.7 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. **RIGHTS OF THIRD PARTIES**

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

9. **JURISDICTION**

9.1 This Deed is governed by the law of England and Wales and the parties agree in the case of dispute not capable of being resolved by them to submit to the jurisdiction of the English Court.

**CONTINUATION OF AGREEMENT IN RELATION TO 110 HIGH HOLBORN LONDON
WC1V 6JS**

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

Executed as a deed by **SUCCESS**)
VENTURE PROPERTY INVESTMENTS)
LIMITED a company incorporated in Hong)
Kong, by [REDACTED]

and [REDACTED]

who, in accordance with the laws of that territory, are acting under the authority of the company

Success Venture Property Investments Limited

Signature in the name of the company

[REDACTED]

Authorised Signatory

[REDACTED]

Authorised Signatory

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

[REDACTED]

Authorised Signatory

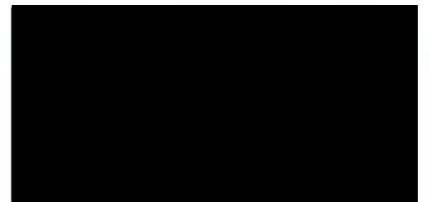
[REDACTED] JUDITH KNIGHT



NORTHGATE SE GIS Print Template



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Application ref: 2024/2525/P
Contact: Adam Greenhalgh
Tel: 020 7974 6341
Date: 18 September 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

Gerald Eve LLP
One Fitzroy
6 Mortimer Street
London
W1T 3JJ

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:
110 High Holborn
London
WC1V 6JS

Proposal:

Change of use of (part) ground floor, first floor and second floor from offices (Class E) to a flexible use as either offices (Class E) and/or education (Class F1) and/or medical or health services (Class E).

Drawing Nos:

4913: 001 rev A (2), 002 rev A (2), 003 rev A (2), 004 rev A, 100 rev A (2), 101 rev A (2), 200 rev A (2), 201 rev A (2), 201 rev A (2), 300 rev A (2), 301 rev A (2), Existing Basement Plan (Existing Car Parking and Cycle Store), Proposed Basement Plan (Proposed Car Parking and Cycle Store)

Marketing report

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 drawings:

4913: 001 rev A (2), 002 rev A (2), 003 rev A (2), 100 rev A (2), 101 rev A (2), 200 rev A (2), 201 rev A (2), 201 rev A (2), 300 rev A (2), 301 rev A (2), Existing Basement Plan (Existing Car Parking and Cycle Store), Proposed Basement Plan (Proposed Car Parking and Cycle Store)

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

- 3 Before the development commences, the cycle parking stores shown on the Proposed Basement Plan hereby approved, shall be provided. The cycle parking facilities shall thereafter be provided in their entirety prior to the use of the application premises, 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.

- 4 Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 or the Town and Country Planning (General Permitted Development) Order 2015 (or any orders revoking and re-enacting those orders with or without modification), the flexible F1 use shall only be used for educational purposes and for no other purposes whatsoever.

Reason: To safeguard the amenity of the adjoining premises and the area generally, in accordance with policies A1 and A4 of the Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission:

Principle of potential change of use:

1. Loss of Class E (offices)

The principle of a change of use of offices to alternative uses is covered under Policy E2 of the Camden Local Plan (2018). The policy advises that development of business premises for non-business uses will be resisted unless it can be demonstrated that the site or building is no longer suitable for its existing business use and that the possibility of retaining, reusing or redeveloping the site or building for similar or alternative type and size of business use(s) has been explored over an appropriate period of time.

The application relates to the ground, first and second floors of the building and the marketing report which has been submitted confirms that the first and second floor offices have been vacant since November 2021 and that the ground floor offices have been vacant since January 2024.

The marketing report includes evidence of many (16) viewings of the existing office premises (or parts thereof) from 11/2021 to 03/2024. The principal reasons for the lack of take-up for office use(s) are the unsuitable configuration and low window and ceiling heights. The ground, first and second floors do not receive much natural light and despite prolonged attempts to let the offices there has been no uptake. Consequently, in principle, the loss of the office use of the premises is acceptable in land use terms.

2. Potential educational (Class F1) (and/or medical or health uses)

The provision of medical or health services, principally to visiting members of the public is noted as being a Class E use in the Use Classes Order 2020. There are no conditions on the original planning permission for the building (9400706) which prevent a change of use of the offices to another use within the same Use Class and so the use of the application premises for medical or health premises may not need planning permission and as such, the Development Plan would not be applicable.

Nevertheless, Policy C2 of the Local Plan states that the Council will seek to ensure community facilities and services are developed to meet the changing needs of the community and reflect new approaches to the delivery of services.

Paragraph 2.52 of Policy G1 (Location and Delivery of Growth) states that the Council will support medical, educational, cultural and research institutions within Central London that form an integral part of the Knowledge Quarter.

Policy E1 of the Local Plan states that the Council will support the development of Camden's health and education sectors and promote the development of the Knowledge Quarter around Euston and King's Cross while ensuring that any new facilities meet the other strategic objectives of this Local Plan. The site is on the edge of the Knowledge Quarter.

Conclusion on principle of potential change of use

While a medical or health use may not require planning permission, taking together the evidence on the lack of employment use and the strategic aim to provide new educational and health facilities (particularly in the Knowledge Quarter) the proposed uses comply with policies E2, G1, C1 and C2 of the Local Plan and are acceptable in principle.

2 Employment / Training Contribution

The Council's Planning Guidance on Employment Sites and Premises states: 'Where the loss of employment use can be expected to result in a reduction of potential job opportunities for Camden residents, the Council will seek a contribution from developers towards measures which create or promote opportunities for employment or training of local people'.

The CPG has a formula for calculating the contribution to employment or training.

The CPG recognises that where a proposed use would generate some employment opportunities for Camden residents but the number of full time jobs created would be fewer than if the building remained in its former use then the contribution should be based on the difference between the number of jobs expected to be supported if a building remained in its existing employment generating use and the number of jobs expected to be generated by the proposed use.

The agent has pointed out that the application is for 'a flexible use as either offices (Class E) and/or education (Class F1) and/or medical or health services (Class E)' and depending on the quantum of office/educational/medical/health use the contribution to employment or training will vary. Further to the Use Classes Order a medical/health use principally to visiting members of the public is a Class E use. Given that there are no conditions preventing such a use the Council could not exercise any planning controls on such a use and the requirement for employment / training contributions would not be applicable.

However, it will be necessary for a S.106 legal agreement to be devised and completed to ensure that, in the event of the implementation of an educational (Class F1) use, the relevant employment or training contribution will be made in accordance with the Employment Sites and Premises. CPG.

Transport

Policy C1 requires new community facilities to positively contribute to creating high quality, active, safe and accessible places and policy C2 on community facilities requires (new) community uses to 'ensure that facilities provide access to a service on foot and by sustainable modes of travel'.

The applicant states that the proposed change in use will not lead to a significant change in the numbers of people using the floor space. End user details have not been provided. However, it is considered on balance that the proposed flexible use is likely to have a broadly neutral impact on the use of the floor space.

The Council Transport Planning Team has noted that under London Plan cycle parking standards there is a requirement for 11 long stay spaces and 2 short stay spaces (13 spaces total) for the office floorspace.

The cycle parking requirement for education and medical uses depends on the numbers of staff/students.

Further to negotiations the applicant has submitted a Proposed Basement Plan which shows the provision of an additional 55 cycle parking spaces, in addition to the existing 77 cycle parking spaces available in the basement. (It should be noted that the retention of the existing 77 cycle parking spaces in the basement was not stipulated as a condition of the original planning permission for the building - 9400706.

A condition is attached to ensure the provision of the cycle parking spaces shown on the Proposed Basement Plan and the retention of the same thereafter.

Whilst the applicant states that no off-street parking is currently provided and none is proposed, it is apparent from the approved plans for the building's planning permission that there is a basement car park for the building. Future occupants of the proposed change of use floor space should not have access to these basement parking spaces, in line with Policy T2 of the Camden Local Plan. A legal agreement will be necessary to ensure that future occupiers of the application site premises shall be excluded from obtaining car parking permits.

- 3 Given that this is a change of use application, it is anticipated that there is unlikely to be a material difference in the servicing and delivery arrangements of the building. As such a Servicing Management Plan is not considered necessary.

As no external alterations are being proposed, with the application being limited to the change of use and internal layout of the building only, a Construction Management Plan is considered unnecessary.

It is similarly considered that a highways contribution is unnecessary in this instance.

Policy A1 (Managing the impacts of development) require any development proposals not to (significantly) harm the amenity of any neighbouring occupiers with reference to: light, privacy, outlook, security, noise and disturbance.

No extensions or additional floorspace are proposed and so there would be no effects on light, privacy or outlook.

The proposed uses are unlikely to result in excessive noise or disturbance, either from within the building or in the surrounding area. It should be noted that there are no planning conditions which currently restrict the hours of use of the premises.

It is considered that the proposed uses are unlikely to involve noisy processes or activities and given the nature and prevailing noise climate within the area it is not considered that a condition to prevent hours of use is necessary.

No letters of objection have been received as a result of statutory consultation on the application.

The planning history of the site and the neighbouring sites have been taken into account in the assessment of the application.

As such, the proposed development is in general accordance with policies A1, C1, C2, D1, E2, G1, T1 and T2 of the Camden Local Plan 2017. It also accords with the London Plan 2021 and the National Planning Policy Framework 2021.

- 4 You are advised that the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use will revert to whichever of the uses is taking place at the time.
- 5 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 6 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 7 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).

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