

DATED

12 March

2024/5

LBC

**(1) WOBURN ESTATE COMPANY LIMITED and BEDFORD ESTATES NOMINEES LIMITED**

and

**(2) BEDFORD ESTATES NOMINEES LIMITED and LONDON ESTATE NOMINEES LIMITED**

and

**(3) BEDFORD ESTATES BLOOMSBURY LIMITED**

and

**(4) ASYMMETRY ART FOUNDATION**

and

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

**A G R E E M E N T**

relating to land known as

**19 BEDFORD SQUARE, LONDON, WC1B 3HH**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);  
s278 of the Highways Act 1980;**

**Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972; and  
Section 1(1) of the Localism Act 2011**

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

Tel: 020 7974 6890

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CLS/COM/AK/657085  
FINAL VERSION 26/11/2024

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## **CONTENTS**

1. Recitals
2. Definitions
3. Construction
4. Obligations of the Owner
  - i. Car Free;
  - ii. Bike Hanger Contribution
5. Notice to the Council/Other Matters
6. General Provisions
7. Mortgagee Exemption
8. Joint and Several Liability
9. Rights of Third Parties

## **SCHEDULES**

Schedule 1 – Plans

Schedule 2 – Draft Planning Permission

THIS AGREEMENT is made the

12<sup>th</sup>

day of

March

2024<sup>5</sup>

LBC

**B E T W E E N:**

- A. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 01608381) and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 03743508) whose registered offices are at The Bedford Office, Woburn, Milton Keynes, Buckinghamshire, MK17 9PQ (hereinafter called "the Freeholder") of the first part
- B. **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 03743508) and **LONDON ESTATE NOMINEES LIMITED** (Co. Regn. No. 08465278) whose registered offices are at 29a Montague Street, London, United Kingdom, WC1B 5BL (hereinafter called "the First Leaseholder") of the second part
- C. **BEDFORD ESTATES BLOOMSBURY LIMITED** (Co. Regn. No. 10250020) whose registered office is at 29a Montague Street, London, United Kingdom, WC1B 5BL (hereinafter called "the Second Leaseholder") of the third part
- D. **ASYMMETRY ART FOUNDATION** (incorporated and registered in England and Wales with Charity Registration Number 1190437) whose registered office is at Flat 1, 102A Albion Drive, London E8 4LY (hereinafter called "the Third Leaseholder") of the fourth part
- E. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

**1 WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL915931.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.3 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL987130.
- 1.4 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL937908.
- 1.5 The Third Leaseholder has a lease of the Property lasting ten years from and including 17 October 2024 that is pending registration at the Land Registry. The Third Leaseholder is entitled to be registered at the Land Registry as the leasehold proprietor thereof with Title absolute of the Property.
- 1.6 The First Leaseholder, the Second Leaseholder and the Third Leaseholder are the leasehold owners of and are interested in the Property for the purposes of Section 106 of the Act.
- 1.7 The Freeholder, the First Leaseholder, the Second Leaseholder and the Third Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.8 A Planning Application for the development of the Property was submitted to the Council and validated on 12 April 2024 and the Council resolved to grant permission conditionally under reference number 2024/1439/P subject to the conclusion of this legal Agreement.
- 1.9 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.10 The Council is satisfied that the provision of a bike hanger pursuant to this Agreement is of benefit to the public.
- 1.11 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2 **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Bike Hanger Contribution"	the sum of £765 (seven hundred and sixty-five 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 a bike hanger on the Public Highway in the vicinity of the Development
2.4	"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
2.5	"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
2.6	"the Development"	change of use from non-residential educational institution (F.1) to use as offices (Class E) and/or non-residential educational institution (Class F.1) as shown on drawing numbers:- 314.19 200 rev E1; 314.19 201 rev E1; 314.19 202 rev E1; 314.19 203 rev E1; 314.19 204 rev E1; 314.19 205 rev E1; Cover letter prepared by Savills undated
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 12 April 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/1439/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"	the land known as 19 Bedford Square, London, WC1B 3HH the same as shown shaded grey on the plan annexed hereto
2.14	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with clause 4.1 hereof 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 clauses 4.1.1 and 4.1.2 hereof 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 obligations in clauses 4.1.1 and 4.1.2 hereof.

#### **4.2 BIKE HANGER CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Bike Hanger Contribution in full.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Bike Hanger 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 2024/1439/P the date upon which the Development will be ready for Occupation.

5.3 The Parties shall act in good faith and shall co-operate to facilitate the discharge and performance of all obligations contained herein.



- 5.4 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.
- 5.5 Where the Council or the Owner's approval or acknowledgement is required such approval or acknowledgement shall not be unreasonably withheld or delayed.
- 5.6 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.
- 5.7 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 (one thousand pounds) 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.
- 5.8 Payment of any contribution pursuant to clause 4 hereof 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 2024/1439/P. Electronic transfers shall 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.
- 5.9 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.

- 5.10 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

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

X

- 5.11 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2024/1439/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 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 in this Agreement are made jointly and severally and shall be enforceable as such.

9 **RIGHTS OF THIRD PARTIES**

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

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

**EXECUTED** as a deed by  
**WOBBURN ESTATE COMPANY LIMITED**  
acting by a director in the presence of:

Signature of director

*Amy Tuckley*

Signature of witness

*AMY TUCKLEY*

Name of witness

*29A MONTAGUE STREET, LONDON, WC1B 5BL*

Address of witness

**EXECUTED** as a deed by  
**BEDFORD ESTATES NOMINEES LIMITED**  
acting by a director in the presence of:

Signature of director

*Amy Tuckley*

Signature of witness

*AMY TUCKLEY*

Name of witness

*29A MONTAGUE STREET, LONDON, WC1B 5BL*

Address of witness

CONTINUATION OF SECTION 106 AGREEMENT FOR 19 BEDFORD SQUARE,  
LONDON, NW3 7BP

EXECUTED as a deed by )  
LONDON ESTATE NOMINEES LIMITED )  
acting by a director in the presence of: )

Signature of director

Amy Tuckley

Signature of witness

AMY TUCKLEY

Name of witness

29A MONTAGUE STREET, LONDON, WC1B 5BL

Address of witness

EXECUTED as a deed by )  
BEDFORD ESTATES BLOOMSBURY )  
LIMITED )  
acting by a director in the presence of: )

Signature of director

Amy Tuckley

Signature of witness

AMY TUCKLEY

Name of witness

29A MONTAGUE STREET, LONDON, WC1B 5BL

Address of witness

EXECUTED as a deed by )  
ASYMMETRY ART FOUNDATION, )  
a Charitable Incorporated Corporation )  
acting by )

Signature of first trustee

and )  
two of its trustees: )

Signature of second trustee

CONTINUATION OF SECTION 106 AGREEMENT FOR 19 BEDFORD SQUARE,  
LONDON, NW3 7BP

EXECUTED as a deed by  
LONDON ESTATE NOMINEES LIMITED  
acting by a director in the presence of:

)  
)  
)

.....  
Signature of director

.....  
Signature of witness

.....  
Name of witness

.....  
Address of witness

EXECUTED as a deed by  
BEDFORD ESTATES BLOOMSBURY  
LIMITED  
acting by a director in the presence of:

)  
)  
)

.....  
Signature of director

.....  
Signature of witness

.....  
Name of witness

.....  
Address of witness

EXECUTED as a deed by  
ASYMMETRY ART FOUNDATION,  
a Charitable Incorporated Corporation  
acting by ...S.H.A.O. Q.H.H.O.....

)  
)  
)  
)  
)  
)  
)

.....  
Signature of first trustee

and .....  
two of its trustees:

.....  
Signature of second trustee

CONTINUATION OF SECTION 106 AGREEMENT FOR 19 BEDFORD SQUARE,  
LONDON, NW3 7BP

EXECUTED as a deed by )  
LONDON ESTATE NOMINEES LIMITED )  
acting by a director in the presence of: )

.....  
Signature of director

.....  
Signature of witness

.....  
Name of witness

.....  
Address of witness

EXECUTED as a deed by )  
BEDFORD ESTATES BLOOMSBURY )  
LIMITED )  
acting by a director in the presence of: )

.....  
Signature of director

.....  
Signature of witness

.....  
Name of witness

.....  
Address of witness

EXECUTED as a deed by )  
ASYMMETRY ART FOUNDATION, )  
a Charitable Incorporated Corporation )  
acting by ..... )

and Yi Luo )  
two of its trustees: )

.....  
Signature of first trustee

 6 / Dec / 2024  
Signature of second trustee



CONTINUATION OF SECTION 106 AGREEMENT FOR 19 BEDFORD SQUARE,  
LONDON, NW3 7BP

The **COMMON SEAL** of THE MAYOR )  
AND BURGESSSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order: )

.....  
[Redacted Signature]

Authorised Signatory

JUDITH KNIGHT





**SCHEDULE 1 – SITE PLAN**  
**19 BEDFORD SQUARE, LONDON, WC1B 3HH**



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## **SCHEDULE 2 – DRAFT PLANNING PERMISSION**

Application ref: 2024/1439/P  
Contact: Elaine Quigley  
Tel: 020 7974 5101  
Date: 9 October 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](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Savills  
33 Margaret St  
London  
W1G 0JD

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:  
**19 Bedford Square**  
London  
WC1B 3HH

**DECISION**  
Proposal:  
Change of use from non-residential educational institution (F.1) to use as offices (Class E) and/or non-residential educational institution (Class F.1)  
Drawing Nos: 314.19 200 rev E1; 314.19 201 rev E1; 314.19 202 rev E1; 314.19 203 rev E1; 314.19 204 rev E1; 314.19 205 rev E1; Cover letter prepared by Savills undated.

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:

314.19 200 rev E1; 314.19 201 rev E1; 314.19 202 rev E1; 314.19 203 rev E1; 314.19 204 rev E1; 314.19 205 rev E1; Cover letter prepared by Savills undated.

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

- 3 The Class F1 higher education use hereby approved shall not be used as a primary or secondary school..

Reason: To minimise the introduction of sensitive receptors in a location of poor air quality in accordance with policies A1 and CC4 of the Camden Local Plan 2017.

- 4 Notwithstanding the provisions of Classes E and F of Part A of Schedule 2 of The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, the buildings shall only be used for financial & professional services, medical & health services, and office & research purposes within Classes E(c)(i) (ii) & (iii), E(e), and Eg(i) & (ii); and for educational purposes (Class F.1(a)); and for no other use within these use classes.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area by reason of noise, traffic congestion and excessive on-street parking pressure in accordance with policies A1, A4 and T1 of the London Borough of Camden Local Plan 2017.

#### Informative(s):

- 1 Reasons for granting permission.

Permission is sought for change of use from non-residential educational institution (F.1) to use as offices (Class E) or non-residential educational institution (Class F.1).

#### Land use

The lawful use of the building is education use. The site is located in the Central London Area the Council's policies and guidance on its centres (policy TC2) and town centre uses (policy TC4) are appropriate.

Both policies state the need to protect and uphold the character, vitality and viability of the Council's centres and town centres. Policy TC4 is supported by the Council's Town Centre and Retail CPG which aims to promote a successful Central London Area including a range of economic and social uses to meet residents' community needs. The proposal would create an employment-generating use at the site and it would support the economy and social needs of the community.

The proposed change of use from an educational facility (Class F.1(a)) to flexible education or commercial use (such as offices in Class E(g)) is considered acceptable. The building is currently vacant, but was being used as a private language school. In terms of the loss of the educational use, a private language school is not considered to be a priority education establishment, nor does it serve the local community, and the Council does not object to the loss of F1 use in this instance. Despite this, the application is for a flexible education or commercial office use, therefore the flexibility to implement either use would allow the potential for an educational user to occupy the buildings in the future. The proposal would be considered acceptable in relation to the aspirations of policy C2. If occupied as an office use, the office space is considered to be of a suitable size and layout and would provide additional office employment to the area, in compliance with the requirements of policies E1 and E2 of the Camden Local Plan 2017. An informative would be attached to the permission to advise 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 would revert to whichever of the uses is taking place at the time.

The provisions of the Class E use class includes a number of uses such as offices, light industry, shops, restaurants, indoor sports facilities, medical or health services and day nurseries. There are certain uses within this use class that have different impacts in relation to activities associated with each use including noise and disturbance from the number of visitors coming and going, traffic generation and parking issues. The submitted application form states that the premises would be used as offices which is Class E(g)(i). Uses within the Class E use class such as financial services, medical & health services and research & development (which fall within E(c) (i, ii & iii), E(e) and E(g)(ii)) are similar in nature to an office use and would not be considered to significantly increase noise and disturbance by visitors coming and going or to generate additional harmful levels of traffic movement. Other uses within the E use class have potential to harm local amenity through increased noise and disturbance, parking and transport impacts. In order to ensure that the premises cannot be used by other uses within the E use class without assessment through the submission of a planning application, a condition is proposed to be attached restricting the use of the premises to certain commercial uses only within Class E(c) (i), (ii) and (iii), E(e) and E(g)(i) and (ii) (so that any other type of Class E use outside these uses would require planning permission).

## 2 DESIGN

Policy D1 seeks to secure high quality design in all development by requiring development to respond to local character and context, be highly sustainable in design and construction, integrate well into the surrounding streets and townscape, comprise high quality architecture and be accessible for all. Camden's Local Plan is supported by CPG Design.



The proposal would not involve external alterations that would affect the character or appearance of the building or the surrounding streetscene.

#### AMENITY

The application is not proposing any external works or extensions to the current building so there will be no impact in terms of light, privacy, outlook, or overshadowing.

Due to the nature of the uses proposed it is considered that the proposed uses would not have an adverse impact on the amenity of local neighbouring residents providing certain mitigation measures are in place.

In recognition of the fact that other Class F1 uses could potentially cause disturbance to residents, such as art galleries and places of worship, a condition would be attached to any permission to restrict the proposed F1 use to education use only in order to protect the amenity of adjoining occupiers and the transport network.

#### TRANSPORT

##### Car parking:

Policy T2 of the Local Plan states that the Council will limit the availability of parking and require all new developments in the borough to be car-free. The existing building does not benefit from any car parking spaces and this application does not seek to provide any new car parking spaces. As this is a new development the proposal would be required to be secured as a car free development by s106 legal agreement.

##### Cycle parking:

The constraints of the building's floor plans on the ability to provide on-site cycle parking remain as in 2012 when the proposal for change of use from office to education use. It was considered that the single entrance to the building would render the provision of a cycle store inappropriate. A contribution was required to secure the provision of 6 on-street parking spaces which was secured by legal agreement. The Council's Planning Obligations team has confirmed that the contribution remains outstanding. Therefore a financial contribution towards the provision of 6 on-street short stay cycle spaces of £765 (£255 x 3 stands) to be provided in the vicinity of Bedford Square would be required to be secured by s106 legal agreement.

#### AIR QUALITY

The proposed change of use is for a flexible commercial and / or educational use. A Class F1 education use includes primary and secondary schools. The site is located on Bedford Square where annual mean concentrations of NO<sub>2</sub> are consistently above 40ug.m<sup>-3</sup> AQO. As the proposal relates to the whole building which is in a location where there are other educational uses including an international school which is attended by children between the ages of 3-18, a condition would be attached to restrict the Class F1 education use to higher education uses, and not to permit its use as a primary or secondary school.

#### SUSTAINABILITY

Planning permission (2022/0406/P) and listed building consent (2022/1172/L) were granted on 20/10/2022 for new air conditioning units and internal refurbishment works that included repair / refurbish of existing windows and doors and upgrading of the services. Given the nature of this application no additional measures to improve the thermal performance of the building would be required. All the improvements secured as part of these permissions help further the objectives of policy CC2 which requires all developments to adopt appropriate climate change mitigation measures.

No objections have been received prior to making this decision. The planning history of the site and surrounding terrace has been taken into account when coming to this decision.

- 3 As such, the proposed development is in general accordance with policies A1, A4, C2, D1, D2, E1, E2, CC1, TC4, T1 and T2 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2021.
- 4 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.
- 5 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).
- 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](http://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 You are advised that if implemented, 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 would revert to whichever of the uses is taking place at the time.

- 8 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.

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