

DATED

2 April

2025

**(1) THE ROYAL CENTRAL SCHOOL OF SPEECH AND DRAMA**

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

**EMBASSY THEATRE  
THE ROYAL CENTRAL SCHOOL OF SPEECH AND DRAMA  
62-64 ETON AVENUE, LONDON NW3 3HY**

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 1918

CLS/LMM/s106 Agreements/2017915/Embassy Theatre (CF, CMP, CMPB, HC)  
s106 FINAL 25.02.25

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## **SCHEDULES**

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THIS AGREEMENT is made the

2nd

day of

April

2025

**BETWEEN:**

A. **THE ROYAL CENTRAL SCHOOL OF SPEECH AND DRAMA** OF Embassy Theatre, 62-64 Eton Avenue London NW3 3HY (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 NGL649404.

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 16 September 2024 and the Council resolved to grant permission conditionally under reference number 2024/3971/P subject to the conclusion of this legal Agreement.

1.4 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.

1.5 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.

- 1.6 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 Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.6	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Third Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and</p>

		<p>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 the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.7	"the Construction Management Plan Bond"	the sum of £8,000 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in Clause 4.3 of this Agreement
2.8	"the Construction Management Plan Implementation	the sum of £4,194 (four thousand one hundred and ninety-four pounds) to be paid by the Owner to the Council in



	Support Contribution"	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
2.9	"the Construction Phase"	<p>the whole period between:-</p> <p>(a) the Implementation Date; and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of the Existing Buildings but excludes the hard and soft landscaping</p>
2.10	"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
2.11	"the Development"	demolition of existing two-storey higher education building and replacement with new two-storey higher education building, with associated hard and soft landscaping as shown on drawing numbers:- Location Plan, 4194 1 (Rev B), 4194 2 (Rev B), 4194 3 (Rev B), 4194 101, 4194 102, 4194 103 (Rev A), 4194 104 (Rev D), 4194 200 (Rev A), 4194 210 (Rev B), 4194 215 (Rev B), 4194 310; Design and Access Statement (Rev A), Environmental noise survey and impact assessment (024455-R02-A) (11 September 2024), Tree Survey and Arboricultural Method Statement (01/08/2024), Tree Protection Plan (Rev A), Fire Statement (JM2908/R1 Issue 1), Biodiversity Net Gain Report (Issue A) (11/09/2024), Preliminary Ecology Appraisal (issue B) (11/09/2024), Cooling Hierarchy Report (07/03/2024), Justification for demolition of Norman Collins Building Superstructure document
2.12	"the Existing	the two-storey higher education building existing on the

	Buildings"	Property as at the date of this Agreement
2.13	"the Highways Contribution"	<p>the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) Any works of repair, reinstatement or rectification required to the Public Highway as a result of damage caused by the construction of the Development during the Construction Phase;</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers' costs</u></p>
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	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.16	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.17	"the Parties"	mean the Council and the Owner
2.18	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 16 September 2024 for which a resolution to grant permission

		has been passed conditionally under reference number 2024/3971/P subject to conclusion of this Agreement
2.19	"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
2.20	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.21	"the Property"	the land known as Embassy Theatre, The Royal Central School of Speech and Drama 62-64 Eton Avenue, London NW3 3HY the same as shown shaded grey on the plan annexed hereto
2.22	"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 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" in accordance with Clause 4.1 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 CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to:

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

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

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

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

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works

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

#### **4.3 CONSTRUCTION MANAGEMENT PLAN BOND**

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.3.4 The Owner must once notified by the Council in accordance with Clause 4.3.3 acknowledge the notice within 24 hours of being notified and:
  - (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
  - (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.3.5 In the event the Owner does not comply with the obligations in 4.3.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause



4.3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

- 4.3.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty-eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.3.5.

#### **4.4 HIGHWAYS CONTRIBUTION**

- 4.4.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.
- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers' costs.
- 4.4.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.4.6 If the Certified Sum is less than the Highway Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of



the difference.

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 2024/3971/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 2024/3971/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 2024/3971/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:-
- (a) 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, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2024/3971/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; and
  - (b) in the case of notice to the Owner (whilst the Royal Central School of Speech and Drama is the Owner) shall be addressed to it at Embassy Theatre, 62-64 Eton Avenue London NW3 3HY or any alternative registered address that applies to the Owner at the time the notice is sent and where practicable electronically to [legal@cssd.ac.uk](mailto:legal@cssd.ac.uk).
- 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. RIGHTS OF THIRD PARTIES

8.1 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

EXECUTED AS A DEED BY  
THE ROYAL CENTRAL SCHOOL OF SPEECH  
AND DRAMA  
acting by a Director and a Witness

)  
)  
) Kayley Darby - Philpotts  
) Company Secretary,  
Vice Principal, Governance & Legal Services

.....  
Witness Signature

Witness Name: Tyler Harris

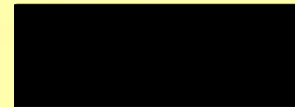
Address: 62-64 Eton Ave, London NW3 3HY

Occupation: Head of Governance & Legal Services

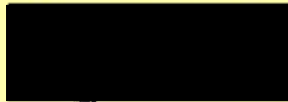
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
EMBASSY THEATRE  
THE ROYAL CENTRAL SCHOOL OF SPEECH AND DRAMA  
62-64 ETON AVENUE, LONDON NW3 3HY

EXECUTED AS A DEED BY  
THE ROYAL CENTRAL SCHOOL OF SPEECH  
AND DRAMA  
acting by a Director and a Witness

)  
)  
)  
)



*Josefette Bushnell-Mingo*  
*Principal*



.....  
Witness Signature

Witness Name: *Tyler Harris*

Address: *62-64 Eton Ave, London NW3 3HY*

Occupation: *Head of Governance and Legal Services*

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
EMBASSY THEATRE  
THE ROYAL CENTRAL SCHOOL OF SPEECH AND DRAMA  
62-64 ETON AVENUE, LONDON NW3 3HY

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



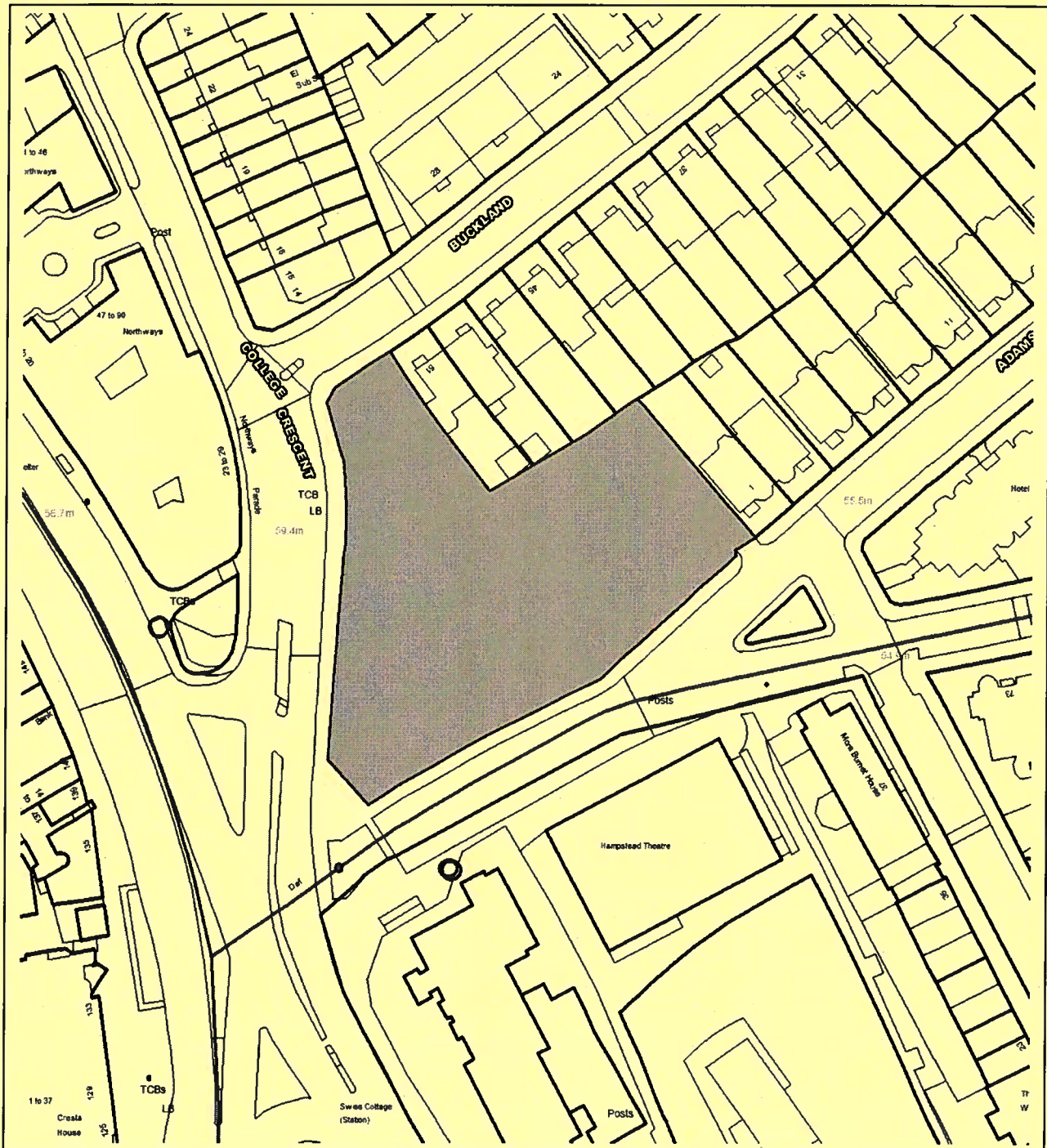
.....  
[Redacted]  
Authorised Signatory

[Redacted] JUDITH KNIGHT

**THE FIRST SCHEDULE  
PLAN**



**EMBASSY THEATRE**  
**THE ROYAL CENTRAL SCHOOL OF SPEECH AND DRAMA**  
**62-64 ETON AVENUE LONDON NW3 3HY**



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**THE SECOND SCHEDULE  
DRAFT PLANNING PERMISSION**



Application ref: 2024/3971/P  
Contact: Ewan Campbell  
Tel: 020 7974 5458  
Date: 13 January 2025

**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)

Allan Joyce Architects Ltd  
16-20 Bath Street  
Nottingham  
NG1 1DF  
United Kingdom

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

## **DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Embassy Theatre - The Royal Central School of Speech and Drama**  
**62-64 Eton Avenue**  
**London**  
**NW3 3HY**

Proposal:

**Demolition of existing two-storey higher education building and replacement with new two-storey higher education building, with associated hard and soft landscaping**

Drawing Nos: Location Plan, 4194 1 (Rev B), 4194 2 (Rev B), 4194 3 (Rev B), 4194 101, 4194 102, 4194 103 (Rev A), 4194 104 (Rev D), 4194 200 (Rev A), 4194 210 (Rev B), 4194 215 (Rev B), 4194 310

Design and Access Statement (Rev A), Environmental noise survey and impact assessment (024455-R02-A) (11 September 2024), Tree Survey and Arboricultural Method Statement (01/08/2024), Tree Protection Plan (Rev A), Fire Statement (JM2908/R1 Issue 1), Biodiversity Net Gain Report (Issue A) (11/09/2024), Preliminary Ecology Appraisal (issue B) (11/09/2024), Cooling Hierarchy Report (07/03/2024), Justification for demolition of Norman Collins Building Superstructure document

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:

Location Plan, 4194 1 (Rev B), 4194 2 (Rev B), 4194 3 (Rev B), 4194 101, 4194 102, 4194 103 (Rev A), 4194 104 (Rev D), 4194 200 (Rev A), 4194 210 (Rev B), 4194 215 (Rev B), 4194 310

Design and Access Statement (Rev A), Environmental noise survey and impact assessment (024455-R02-A) (11 September 2024), Tree Survey and Arboricultural Method Statement (01/08/2024), Tree Protection Plan (Rev A), Fire Statement (JM2908/R1 Issue 1), Biodiversity Net Gain Report (Issue A) (11/09/2024), Preliminary Ecology Appraisal (issue B) (11/09/2024), Cooling Hierarchy Report (07/03/2024), Justification for demolition of Norman Collins Building Superstructure document

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

- 3 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials

c) Details of all boundary treatments including material and design

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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



- 4 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 machinery operating at maximum capacity and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is 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

- 5 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

- 6 Prior to commencement of the above ground works (other than demolition, foundation works, site clearance and preparation), full details of hard and soft landscaping and means of enclosure of all un-built, open areas including boundary treatments, have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, D1 and D2 if in of the London Borough of Camden Local Plan 2017.

- 7 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development. Any trees or areas of planting (including trees existing at the outset of the development other than those indicated to be removed) which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5 (if incl basement or lightwell) D1 [and D2 if in CA] of the London Borough of Camden Local Plan 2017.

- 8 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction" and shall include a full, auditable schedule of site monitoring to be undertaken by the project arboriculturalist. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 9 The demolition hereby approved shall divert as much demolition waste from landfill and comply with the Institute for Civil Engineer's Demolition Protocol and either reuse materials on-site or salvage appropriate materials to enable their reuse off-site. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to reducing waste and supporting the circular economy in accordance with the requirements of Policy CC1 of the London Borough of Camden Local Plan 2017, Camden Planning Guidance, and Policy SI 7 of the London Plan 2021.

- 10 Prior to the occupation of the development hereby permitted, details of the provision to be made for cycle parking shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall thereafter be implemented in full in accordance with the approved details before the use hereby permitted commences and shall thereafter be retained solely for its designated use.

Reason: To ensure adequate cycle parking is available on site, to promote sustainable modes of transport, and so safeguard the visual amenity of the area in accordance with policies A1 and T1 of the Camden Local Plan 2017.

- 11 Prior to commencement of development, full details of Air Source Heat Pumps (ASHPs) and any mechanical ventilation shall be submitted to and approved by the local planning authority. The measures shall be fully provided in accordance with the approved details and thereafter retained and maintained in accordance with the approved scheme, and no other system of active cooling shall be implemented.

Reason: In order to minimise energy consumption and following the energy and cooling hierarchies, in accordance with policies CC1, CC2, D1 of the Camden Local Plan 2017.

#### Informative(s):

- 1 Reasons for granting permission:

The application proposes the demolition of the existing two-storey higher education building and its replacement with a new two-storey higher education building, with associated hard and soft landscaping.

Principle of redevelopment



Policy CC1 of the Local Plan requires all proposals for the demolition of buildings to fully justify the demolition in the context of the efficient use of resources and carbon emissions. The existing building is pre-fabricated, of low architectural merit and in poor condition (as confirmed at a site visit).

Nonetheless a supporting document containing information relating to the condition of the building has been submitted.

The document confirms that the current building is significantly inflexible and would need significant demolition to cater for the proposed use as a multi-use facility which requires more specialised spaces. The current building also does not meet the statutory compliance requirements.

A technical review was undertaken and this confirms that, in order to meet the required needs of the use while retaining the building, the structural frame would have to be removed, a new lift would have to be installed (which is not possible), there are poor services on site, the building performs poorly in terms of thermal insulation and energy performance, the building is not accessible and it fails in terms of compliance with the Equality Act.

Altogether these issues mean that retaining the building cannot be looked at as an option and further means the improvement of the campus facilities would not be able to take place.

The document confirms that there is the intention to keep the slab and extend it, which will save 190kg of carbon. Due to the compromised nature of the building, there is little room to retain further elements of the building and most parts have reached the end of their life. A condition will be placed on the permission to ensure that the existing materials are recycled and not diverted to landfill. As such, and together with the justification for demolition, the Council accepts the building can be substantially demolished without compromising the climate change policies.

### Design and Heritage

The application building is located just outside of the western boundary of the Belsize Conservation Area adjacent to the pedestrianised section of Eton Avenue which contains a street market and an entrance to Swiss Cottage Underground Station. There are buildings of various ages on the site, reflecting its evolution as an internationally renowned drama school, with the oldest building to the east of the site being locally listed. The south-west corner of the site has a close relationship with the pedestrianised section of Eton Avenue and has an important role in streetscape terms as it forms a transition from the human scale of the street to the taller and bulkier drama school buildings.

The existing structure on the relevant part of the site, the Norman Collins Building, is of two storeys and of a temporary and functional character, which does not contribute to the character and appearance of the Conservation area. Its removal in terms of design and heritage is therefore acceptable, provided any replacement building is of equal or greater merit.

- 2 The proposed replacement building, housing a drama studio, is to be located in the same position, but will occupy a slightly larger footprint with accommodation extending eastwards incorporating a two-storey element.

As such it will be of a similar size to the existing, presenting no issues in terms of height and bulk. It will be accessed independently of the main drama school building with a glazed entrance on the east side facing onto Eton Avenue, which will be sufficiently legible within the townscape with a strong link to the public highway. The remainder of the building will be of a largely solid appearance reflecting the internal character of the studios.

This provides an opportunity for architectural expression through the use of a sculpted façade, with the potential for architectural distinctiveness and a landmark status proportionate to its size and function within the surrounding urban context. As such, a metal cladding system has been selected which will create depth through a multiplicity of metal planes, potentially with perforations which in hours of darkness could allow the building to light up externally marking the entrance both to the drama school and to the Conservation area. During the application timeline the previous use of Corten steel was not supported by officers, citing the lack of context this material has in this area. This was altered to an aluminium and grey perforated metal system which is considered to be much more successful in this location and more sympathetic. Further details will be secured via condition in relation to facing materials.

Large signage is shown on the drawings however consent for this will be required under a separate advert consent.

The area in between the main building and proposed building will be landscaped, with increased planting and improve the outside areas which would be accessible. Permeable and SUDS compliant materials are also proposed which improves on the existing arrangement. Overall, this is supported and further details will be secured via condition.

To conclude, the proposal would preserve the character and appearance of the Conservation area overall. The Council has had special regard to the desirability of preserving the character and appearance of the Conservation Area.

#### Amenity

In terms of amenity, the proposal is only partly taller than the existing building and it has the same footprint as the existing building. The building is stand-alone in nature and due to the separation to the nearest residential properties, it would not adversely impact the amenity of any neighbouring occupiers in terms of outlook, sense of enclosure, loss of daylight/sunlight.

The proposed roof terrace off the first floor would only overlook public areas and not impact any nearby sensitive issues like residential dwellings in terms of overlooking. In terms of noise, adequate noise levels have been predicted for the plant and it is not considered by the Environmental Health Officer, that undue noise levels would result. Noise compliance conditions are attached accordingly.

- 3 Based on the information available and following review by the Council's Nature Conservation Officer, the Biodiversity Gain Plan is acceptable. The landscaping is also of good quality with further conditions attached to secure final details.



No trees are proposed for removal in order to facilitate development and the impact of the scheme on the trees to be retained will be of an acceptable level. The Council's Tree officer has noted that the nearby trees will be protected adequately and necessary conditions are attached accordingly. Arboricultural monitoring details are required and have not been included in the submission. Therefore these will be secured via condition.

#### Energy and sustainability

The replacement building will be of a modular construction which minimises material wastage, optimises efficiency and it will incorporate MVHR capabilities, which is welcomed. The proposed building will be energy efficient and heated and cooled by air source (variable refrigerant flow) heat pump. Details of implementation and performance will be secured via condition.

Whilst there would be some cooling, as the space will be used for educational needs an element of active cooling is acceptable. A cooling hierarchy statement has been submitted as well that confirms that the building cooling demand is less than the notional part L models as per the GLA guidance.

#### Transport

The existing secure cycle spaces will be relocated and a new cycle storage area provided. The Council requires high-quality cycle parking in accordance with Local Plan Policy T1, CPG Transport, the London Cycling Design Standards (LCDS), and London Plan Policy T5. Cycle parking details will be secured via condition

There is no motor vehicle access to the building, and no car parking is proposed. The development will be secured car permit-free by legal agreement.

A Construction Management Plan (CMP) using the Council's CMP pro-forma in line with LB Camden guidance on construction management will also be secured by legal agreement in accordance with Local Plan Policy A1. An Implementation support contributions of £4,194 and construction impact bonds of £8,000 for the demolition and construction phases of the development works will be secured by legal agreement in accordance with Local Plan Policy A1 as well.

According to the Design and Access Statement, servicing will remain in line with the existing arrangements. The applicant is asked to explain where exactly the servicing takes place.

Immediately outside of the proposed development is a market six days a week between the hours of 7 am to 7 pm, which is subject to future improvements to trading and the public realm. The Market Development Team has been consulted and are aware the development is taking place. Due to the scale and location of the development it is not considered that it will impact the function and running of the market.

It is not known if the proposal would require any physical alterations to the public highway. However, a modest highways contribution of £20,000 towards repairing any damage potentially caused to the public highway during construction should be secured by legal agreement.

- 4 The planning history of the site was taken into account when coming to this decision.

Two objections were received, one regarding the loss of education space for students and one regarding the construction of the new building.

The proposed building includes 'multi-use' space. Furthermore, the configuration of the internal spaces for the users is not a planning matter. Disruption during construction will be mitigated under the construction management plan.

The Belsize Conservation Area Advisory Committee commented upon the landscaping and mechanical ventilation. The landscaping issue has been clarified and no further concerns were raised. Meanwhile the details of the ventilation/heat recovery plant will be secured under pre-commencement conditions.

As such, the proposal is in general accordance with policies A1, A2, A3, A4, E1, D2, CC1, CC2, T1, T2, T4, of the Camden Local Plan 2017. The proposed development also accords with the policies of the London Plan 2021 and National Planning Policy Framework 2023.

- 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 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.
- 7 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.



- 8 Construction and demolition works and associated activities at the development, audible beyond the boundary of the site should not be carried out other than between the hours of 07:00 - 19:00 Monday to Friday daily, 08:00 - 13:00 on Saturdays and at no other times, including Sundays and Public/Bank Holidays, unless otherwise agreed with the Environmental Health Officer.
- 9 At least 21 days prior to the commencement of any site works, all occupiers surrounding the site should be notified in writing of the nature and duration of works to be undertaken. The name and contact details of a person responsible for the site works should be made available for enquiries and complaints for the entire duration of the works and updates of work should be provided regularly. Any complaints should be properly addressed as quickly as possible
- 10 All waste materials and rubbish associated with demolition and/or construction should be contained on site in appropriate containers which, when full, should be promptly removed to a licensed disposal site.
- 11 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.
- 12 Biodiversity Net Gain (BNG) Informative (1/2):

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 ("1990 Act") is that planning permission granted in England is 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, but you should check the legislation yourself and ensure you meet the statutory requirements.

Based on the information provided, this permission WILL require approval of a BGP before development is begun because none of the statutory exemptions or transitional arrangements summarised below are considered to apply.

++ Summary of transitional arrangements and exemptions for biodiversity gain condition

The following are provided for information and may not apply to this permission:

1. The planning application was made before 12 February 2024.
2. The planning permission is retrospective.
3. The planning permission was granted under section 73 of the Town and Country Planning Act 1990 and the original (parent) planning permission was made or granted before 12 February 2024.
4. The permission is exempt because of one or more of the reasons below:
  - It is not "major development" and the application was made or granted before 2 April 2024, or planning permission is granted under section 73 and the original (parent) permission was made or granted before 2 April 2024.
  - 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).
  - The application is a Householder Application.
  - It is for development of a "Biodiversity Gain Site".
  - It is Self and Custom Build Development (for no more than 9 dwellings on a site no larger than 0.5 hectares and consists exclusively of dwellings which are Self-Build or Custom Housebuilding).
  - It forms part of, or is ancillary to, the high-speed railway transport network (High Speed 2).

#### 13 Biodiversity Net Gain (BNG) Informative (2/2):

+ Irreplaceable habitat:

If the onsite habitat includes Irreplaceable Habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements. In addition to information about minimising adverse impacts on the habitat, the BGP must include information on compensation for any impact on the biodiversity of the irreplaceable habitat. The LPA can only approve a BGP if satisfied that the impact on the irreplaceable habitat is minimised and appropriate arrangements have been made for compensating for any impact which do not include the use of biodiversity credits.

++ The effect of section 73(2D) of the Town and Country Planning Act 1990



If planning permission is granted under section 73, and a BGP was approved in relation to the previous planning permission ("the earlier BGP"), the earlier BGP may be regarded as approved for the purpose of discharging the biodiversity gain condition on this permission. It will be regarded as approved if the conditions attached (and so the permission granted) do not affect both the post-development value of the onsite habitat and any arrangements made to compensate irreplaceable habitat as specified in the earlier BGP.

#### **++ Phased development**

In the case of phased development, the BGP will be required to be submitted to and approved by the LPA before development can begin (the overall plan), and before each phase of development can begin (phase plans). The modifications in respect of the biodiversity gain condition in phased development are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024.

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

**THE THIRD SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**