

DATED

26 May

2023

(1) CAMDEN MARKET ESTATE HOLDINGS LIMITED

and

(2) STABLES MARKET (CAMDEN) LIMITED

and

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

A G R E E M E N T

relating to land known as

**THE STABLES MARKET, CHALK FARM ROAD, LONDON NW1 8AH AND LAND AND
BUILDINGS ON THE SOUTH SIDE OF CHALK FARM ROAD, LONDON**

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972;

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 4125

CLS/COM/00/1800.1905/Stables Market Terrace
s106 FINAL 21.04.23

THIS AGREEMENT is made the

26th

day of

May

2023

BETWEEN:

- A. **CAMDEN MARKET ESTATE HOLDINGS LIMITED** (incorporated in the British Virgin Islands with company registration number 438243 and registered in the UK with company registration number FC037640) of Nerine Chambers Quastisky Building, 3rd Floor P.O. Box 905, Road Town, Tortola, VG1 110, British Virgin Islands whose address for service in the United Kingdom is at Labs Dockray, 1-7 Dockray Place, London NW1 8QH (hereinafter called "the Freeholder") of the first part
- B. **STABLES MARKET (CAMDEN) LIMITED** (Co. Regn. No. 03158980) whose registered office is at Labs Dockray, 1-7 Dockray Place, London, United Kingdom, NW1 8QH (hereinafter called "the Leaseholder") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of part the Property under Title Number NGL438094.
- 1.2 By virtue of a transfer dated 14 December 2022, freehold ownership of part of the land registered under title number NGL342283 forming part of the Property was transferred by Citystyle Living (Polo) Limited to the Freeholder. The Freeholder has applied to the Land Registry to register itself as the registered freeholder with title absolute of that part of the Property under title number NGL342283.
- 1.3 By virtue of a transfer dated 24 February 2023, freehold ownership of part of the land registered under title number NGL755432 forming part of the Property was transferred by Safeway Stores Limited to the Freeholder. The Freeholder has applied to the Land

Registry to register itself as the registered freeholder with Title absolute of that part of the Property under Title number NGL755432.

- 1.4 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number NGL960559.
- 1.6 Subsequent to the transfer referred to at Clause 1.3 of this Agreement the Freeholder granted a lease to the Leaseholder over those parts of the Property referred to at clauses **Error! Reference source not found.** and 1.3 of this Agreement. The Leaseholder has applied to the Land Registry to register itself as the registered leaseholder of these parts of the Property
- 1.7 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.8 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.9 A Planning Application for the development of the Property was submitted to the Council and validated on 14 December 2020 and the Council resolved to grant permission conditionally under reference number 2020/5793/P subject to the conclusion of this legal Agreement.
- 1.10 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.11 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	"Approved Architect"	vPPR Architects of 22 Prince of Wales Road, London, NW5 3LG retained by the Owner to provide the detailed design information relating to the Development as required by the Planning Permission
2.4	"the Development"	installation of canopy structure across the terrace at first floor level, new plant equipment enclosure, flooring, lighting, planters, signage and all other associated works. Use of the terrace as a restaurant and drinking establishment (sui generis) as shown on drawing numbers:- Existing drawings: 152_X_00_01 rev P3, 152_X_00_11 rev P3, 152_X_01_01 rev P3, 152_X_02_01 rev P3, 152_X_02_02 rev P3, 152_X_03_01 rev P3, 152_X_03_02 rev P3, 152_X_03_03 rev P3; Demolition drawings: 152_D_01_01 rev P4, 152_D_02_01 rev P3, 152_D_02_02 rev P3; Proposed drawings: 152_A_00_01 rev P5, 152_A_00_01 rev P5, 152_A_01_01 rev P8, 152_A_01_02 rev P7, 152_A_02_01 rev P5, 152_A_02_02 rev P6, 152_A_02_03 rev P5, 152_A_02_04 rev P6, 152_A_03_01 rev P5, 152_A_00_01 rev P5, 152_A_03_02 rev P5, 152_A_03_03 rev P5, 152_A_03_04 rev P6, 152_A_03_05 rev P6, 152_A_07_01 rev P6, 152_A_07_02 rev P6, 152_A_07_03 rev P5, 152_A_07_04 rev P6, 152_A_07_05 rev P6, 152_A_07_06 rev P5, 152_A_07_07 rev P5, 152_A_07_08 rev P5, 152_A_07_09 rev P5, 152_A_07_10 rev P5, 152_A_07_11 rev P5, 152_A_07_12 rev P5, PL/101, ME.01 rev C, ME.02 rev C, ME.03 rev B, ME.04 rev B; Supporting documents: Design and Access Statement ref: 152_DOC18_10; Horse

		Hospital Material Palette; Design response ref: 152_DOC20_v1; Heritage Statement; Structural Engineering Statement dated 1st December 2020; Horse Hospital Rooftop Terrace Signage dated April 2021; Entrance Signage North Yard dated April 2021; Lighting Strategy; Noise Impact Assessment ref: 20110972r1 dated 3rd December 2020
2.5	"First Floor Development"	use of the first floor as an immersive theatre space, drinking establishment with ancillary events (sui generis) pursuant to the First Floor Planning Permission
2.6	"the First Floor Planning Permission"	the planning permission granted by the Council for the First Floor Development at the Property by a notice dated 24 November 2021 and having the reference number 2020/4731/P
2.7	"Ground Floor Development"	use of the ground floor as restaurant and drinking establishment space with ancillary events (sui generis) pursuant to the Ground Floor Planning Permission
2.8	"the Ground Floor Planning Permission"	the planning permission granted by the Council for the Ground Floor Development at the Property by a notice dated 11 th March 2021 and having the reference number 2020/4732/P
2.9	"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
2.10	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.11	"Operation Management Plan"	a plan to be prepared by the Owner to be approved by the Council and amended from time by the Owner for approval by the Council setting out a package of measures to be adopted by the Owner in the management of the Development, the Ground Floor Development and the First Floor Development during their lifetime to ensure the minimisation of harm to neighbourhood amenity and local traffic to include (but not be limited to) the following:

		<p>a) provision for the appointment of an Operation Management Plan co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the position;</p> <p>b) details of how the Development, Ground Floor Development and the First Floor Development will be operated and managed, including the details of the management team responsible for the day to day running of the Development, Ground Floor Development and the First Floor Development and to ensure that the Development, Ground Floor Development and the First Floor Development have appropriate management policies and procedures in place to minimise noise impacts, nuisance and disruption to the local community and neighbours;</p> <p>c) details of measures to ensure appropriate management of the cumulative impact of the use of the Development with the Ground Floor Development and the First Floor Development, and other adjoining developments which include late night uses;</p> <p>d) details of the procedures to be adopted by the Owner for managing the access and egress arrangements of customers from the Development, the Ground Floor Development and the First Floor Development and to include details of liaison procedure to be established to ensure quiet egress from the Development, the Ground Floor Development and the First Floor Development;</p> <p>e) details of the opening hours, being:</p> <p style="padding-left: 40px;">i. Monday to Wednesday: from 10:00am to no later than 01:00am</p>
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		<p>ii. Thursday to Saturday: from 10:00am to no later than 02:00am</p> <p>iii. Sunday: from 10:00am to no later than 00:00am</p> <p>the hours being subject to the review of the plan under Clause 2.8(n)</p> <p>f) details of the maximum occupancy of the Development, the Ground Floor Development and the First Floor Development;</p> <p>g) details of measures to deal with customer queue management;</p> <p>h) evidence that the Owner or their representative has consulted with the local community and local community groups, including (but not limited to) the Tenants Residents Associations, Camden Town and has taken account of any representations received pursuant to such consultation prior to the submission of the plan to the Council;</p> <p>i) a statement summarising all representations received by the Owner or their representative pursuant to the consultation under sub-clause 2.8(g) hereof;</p> <p>j) details of the prevention measures to be adopted by the Owner or their representative to ensure noise and disturbance from the operation of the Development, the Ground Floor Development and the First Floor Development does not harm neighbouring amenity;</p> <p>k) details of the code of conduct to be made available to all visitors to the Development, the Ground Floor Development and the First Floor Development setting out the standards by which they are expected to conduct themselves both in the Property and in its</p>
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		<p>immediate vicinity in order to minimise the impact and disruption to local residents and the local community;</p> <p>l) information about the Owner's representative (including website and contact details) to be available at all times to local residents and Council officers to ensure that any issues, incidents or concerns affecting local residents can be dealt with in an efficient manner and to create a tangible method of communication for local residents to raise any issues;</p> <p>m) details of a formal complaints procedure for the Owner and/or their representative with all complaints to be formally logged and the Owner to respond to complaints within a set timeframe including contacting the complainant to explain what actions have been taken to resolve the matter, and what process is to be followed if an issue cannot be dealt with internally by the Owner or their representative;</p> <p>n) to secure a mechanism for the dissemination of information about the effective on-going management of the Development, the Ground Floor Development and the First Floor Development;</p> <p>o) to identify means of ensuring the provision of a mechanism for a review of the plan 12 (twelve) months after the Occupation Date (or at such other time as reasonably requested by the Council to address any concerns with operational issues) taking into account consultation with local residents and ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>p) to identify means of ensuring the provision of information to the Council and provision of a mechanism for review and update as may be</p>
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		reasonably required from time to time for approval by the Council
2.12	"the Parties"	mean the Council and the Owner
2.13	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 14 December 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/5793/P subject to conclusion of this Agreement
2.14	"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
2.15	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.16	"the Property"	the land known as The Stables Market, Chalk Farm Road, London NW1 8AH and land and buildings on the south side of Chalk Farm Road, London the same as shown shaded grey on the plan annexed hereto

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

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **OPERATION MANAGEMENT PLAN**

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Operation Management Plan.
- 4.1.2 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Operational Management Plan as approved by the Council have been incorporated into the Property.
- 4.1.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Operation Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development

otherwise than in strict accordance with the requirements of the Operation Management Plan.

4.2 RETENTION OF THE APPROVED ARCHITECT

4.2.1 Unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) not to:-

(a) submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by the Approved Architect;

(b) Implement or carry out any works forming part of the construction of the Development at any time when the Approved Architect is not employed by the Owner as project architect for the Development.

4.2.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from Approved Architect that the Development has been carried out and completed in accordance with the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission.

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 2020/5793/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 2020/5793/P.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer,

Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2020/5793/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 its 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 a Deed the day and year first before written

EXECUTED AS A DEED BY
STABLES MARKET (CAMDEN) LIMITED)
acting by a Director)



.....
Director **MARGARITA MILOSAVLJEVIC**

In the presence of:- **ADAM MOLLAND**

Signature of Witness **Adam Molland**

Name of Witness **ADAM MOLLAND**

Address of Witness ..

NOT NEEDED

NOT NEEDED

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE STABLES
MARKET, CHALK FARM ROAD, LONDON NW1 8AH AND LAND AND BUILDINGS ON
THE SOUTH SIDE OF CHALK FARM ROAD, LONDON**

Executed as a deed by **CAMDEN MARKET**)
ESTATE HOLDINGS LIMITED, a company)
incorporated in British Virgin Islands, acting by)

MARGARITA MILOSAVLJEVIC and)

EYLON GARFUNKEL, who, in accordance)
with the laws of that territory are acting under)
the authority of the company:)

Signature in
name of the company:

the **CAMDEN MARKET ESTATE
HOLDINGS LIMITED**

Signature
authorised signatory:

MARGARITA MILOSAVLJEVIC

of

NOT NEEDED

Authorised signatory

Signature
authorised signatory:
Authorised Signatory

EYLON GARFUNKEL

of

NOT NEEDED

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE STABLES
MARKET, CHALK FARM ROAD, LONDON NW1 8AH AND LAND AND BUILDINGS ON
THE SOUTH SIDE OF CHALK FARM ROAD, LONDON**

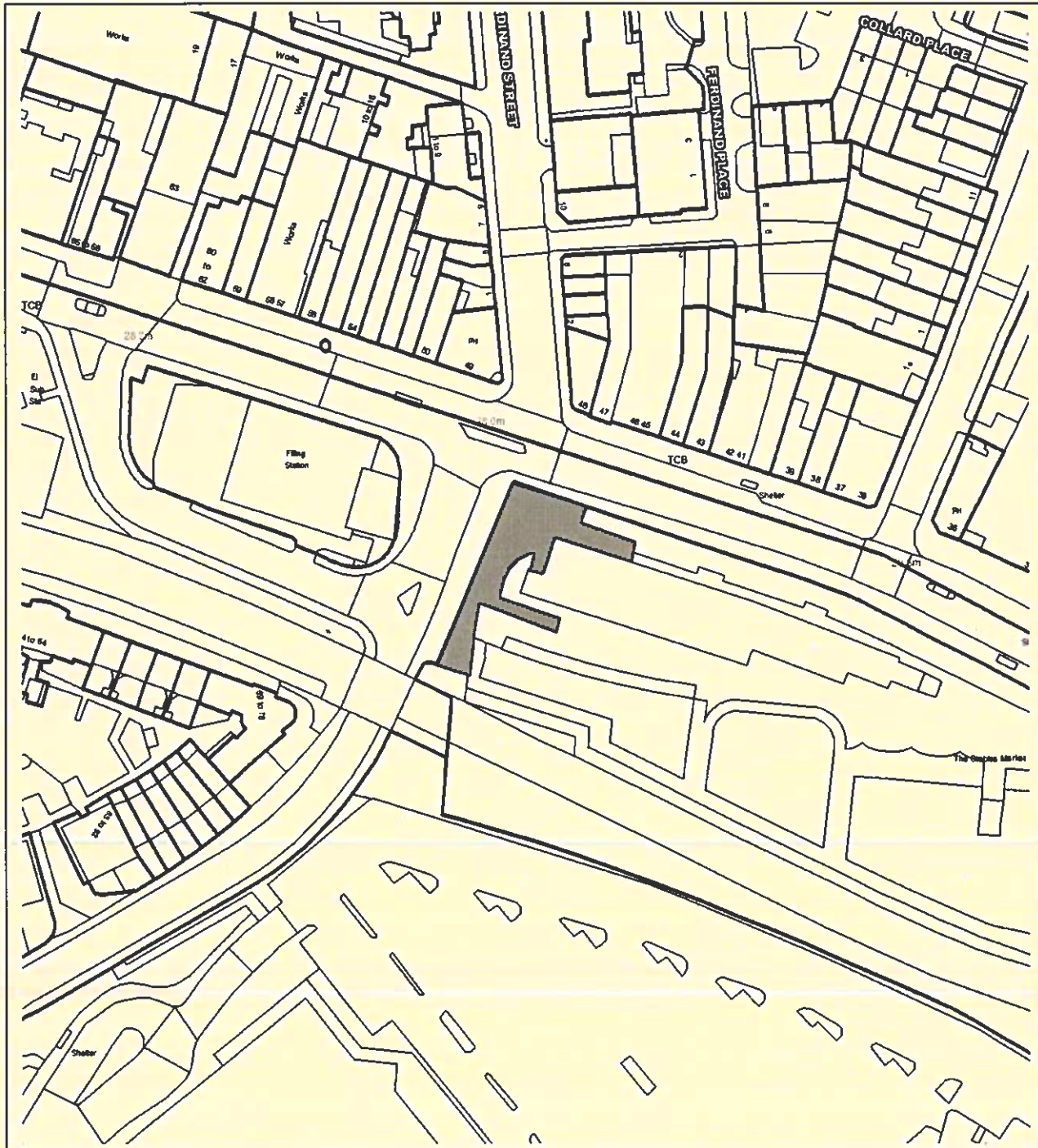
**THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)**



.....

Authorised Signatory

**ANNEXURE
"THE PROPERTY"**



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**ANNEXURE
DRAFT PLANNING PERMISSION**

Application ref: 2020/5793/P

Contact:

Tel: 020 7974

Date: 21 April 2023

Telephone: 020 7974 **OfficerPhone**

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Mr Andrew Jackson
Gerald Eve LLP
72 Welbeck Street
London
W1G 0AY
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:

**Horse Hospital
The Stables Market
Chalk Farm Road
London
NW1 8AH**

Proposal:

DECISION
Installation of canopy structure across the terrace at first floor level, new plant equipment enclosure, flooring, lighting, planters, signage and all other associated works. Use of the terrace as a restaurant and drinking establishment (sui generis).

Drawing Nos:

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 [insert drawing no.s]

OR

The development hereby permitted shall be carried out in accordance with the approved plans listed in schedule [inset name or number of schedule of plans]

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) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site), including, but not limited to: acoustic wall, retractable blinds, glazed roof, and galvanised steel structure.

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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Prior to commencement of the relevant works, full details of proposed landscaping including a scheme of maintenance shall have been submitted to and approved by the local planning authority in writing.

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 of the London Borough of Camden Local Plan 2017.

- 5 The use hereby permitted shall not be carried out outside the following times: 08:00 to 00:00.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, D1, A1, A4, TC1, TC2, and TC4 of the London Borough of Camden Local Plan 2017.

- 6 No music shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies D1, A1, A4, TC1, TC2, and TC4 of the London Borough of Camden Local Plan 2017.

- 7 A sound limiting device shall be installed, set and locked at a level agreed in writing by the Council prior to the commencement of use of the terrace hereby approved.

The sound limiting device shall be permanently retained in accordance with the approved details thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies D1, A1, A4, TC1, TC2, and TC4 of the London Borough of Camden Local Plan 2017.

- 8 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 9 Lighting must be in accordance with the recommendations of the Institution of Lighting Professionals in the 'Guidance Notes for the Reduction of Obtrusive Light'. No external lighting shall be switched on until details have been submitted and approved for measures to prevent glare and sky glow by correctly using, locating, aiming and shielding luminaires. Approved details shall be implemented prior to use of any external illumination and shall thereafter be permanently retained and maintained in accordance with the details.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies D1 and A1 of the London Borough of Camden Local Plan 2017.

- 10 All retractable blinds must remain open at all times outside of opening hours except for maintenance and during adverse weather conditions.

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 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 London Borough of Camden 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.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319> 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.

- 4 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.
- 5 This permission is granted without prejudice to the necessity of obtaining separate planning permission for any necessary plant and equipment required by the use hereby approved.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate