

DATED 16<sup>th</sup> APRIL

2025

**(1) PAUL ROBERT FENN and PAUL CHARLES**

**and**

**(2) ASGARD PROMOTIONS 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

**125 PARKWAY, LONDON, NW1 7PS**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972; and  
Section 1(1) of the Localism Act 2011**

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

Tel: 020 7974 3919

THIS AGREEMENT is made the 16<sup>th</sup> day of APRIL 2025

**BETWEEN:**

- A. **PAUL ROBERT FENN** of 43 Craigcrook Road, Edinburgh EH4 3PH and **PAUL CHARLES** of 2 Rothwell Street, London NW1 8YH (hereinafter called "the Freeholder") of the first part
- B. **ASGARD PROMOTIONS LIMITED** (Co. Regn. No. 01048436) whose registered office is at 125 Parkway, London, NW1 7PS (hereinafter called "the Leaseholder") of 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 the Property under Title Number 184453.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL582588.
- 1.4 The Leaseholder is the Leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 12 June 2024 and the Council resolved to grant permission conditionally under reference number 2024/1101/P subject to the conclusion of this legal Agreement.
- 1.7 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.
- 1.8 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	"Affordable Housing"	low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £76,400 (seventy-six thousand four hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden
2.4	"Agreement"	this Planning Obligation made pursuant to Section 106 of the Act

2.5	"the Development"	change of use from offices (Use Class E) to a single residential dwellinghouse (Use Class C3) and installation of new stairs to front lightwell as shown on drawing numbers:- EX-01 I-00; EX-02 I-00; PP-01 I-04; PP-02 I-04; Location Plan; Covering Letter/Design and Access Statement (prepared by SM Planning, dated 8 March 2024); Heritage Statement (prepared by Cogent Heritage and dated 4 March 2024); and Marketing Statement (prepared by Goldschmidt & Howland and dated 20 September 2024)
2.6	"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
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	means the Council and the Owner
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 12 June 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/1101/P subject to conclusion of this Agreement
2.10	"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
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as 125 Parkway, London NW1 7PS the same as shown shaded grey on the plan annexed hereto
2.13	"Residents 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 residents of the locality in which the Development is situated



2.14	"Residents 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 Residents Parking Bays
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**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.

- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying the Development each new occupier 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 Residents Parking Permit to park a vehicle in a Residents 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) the Development at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents 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 provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

- 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 residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential 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 AFFORDABLE HOUSING CONTRIBUTION**

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.2.2 Not to or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

## **5. NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2024/1101/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.



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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2024/1101/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.



- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

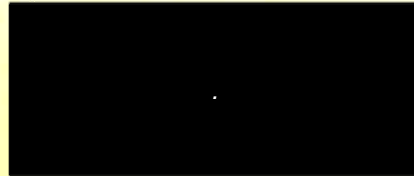
- 9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
125 PARKWAY

EXECUTED AS A DEED BY  
PAUL ROBERT FENN  
in the presence of:

)  
)  
)



Witness Signature

Witness Name: C. CZARNIK

Address: FLAT 7, SANELIAN COURT, 1 MAPESBURG RD, LONDON NW2 4HX

Occupation: PA

EXECUTED AS A DEED BY  
PAUL CHARLES  
in the presence of:

)  
)  
)

Witness Signature

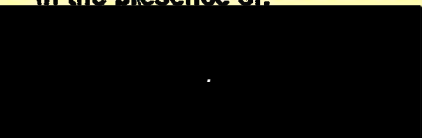
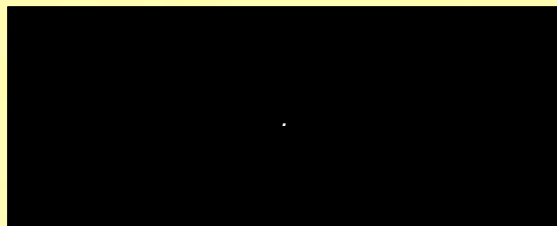
Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY  
ASGARD PROMOTIONS LIMITED  
in the presence of:

)  
)  
)



Witness Signature

Witness Name: C. CZARNIK

Address: FLAT 7, SANELIAN COURT, 1 MAPESBURG RD, LONDON NW2 4HX

Occupation: PA

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
125 PARKWAY

EXECUTED AS A DEED BY )  
PAUL ROBERT FENN )  
in the presence of: )

.....  
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY )  
PAUL CHARLES )  
in the presence of: )

.....  
Witness Signature

Witness Name: C. CZARNIK

Address: FLAT 2 SANELLAN COURT, (HAPESBURD RD, LONDON NW2 4HX

Occupation: PERSONAL ASSISTANT

EXECUTED AS A DEED BY )  
ASGARD PROMOTIONS LIMITED )  
in the presence of: )

.....  
Witness Signature

Witness Name:

Address:

Occupation:

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
125 PARKWAY

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



Authorised Signatory

*J L Holder*





**THE FIRST SCHEDULE  
PLAN  
125 PARKWAY**



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**THE SECOND SCHEDULE  
DRAFT PLANNING PERMISSION**



Application ref: 2024/1101/P  
Contact: Daren Zuk  
Tel: 020 7974 3368  
Date: 14 October 2024

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

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

SM Planning  
80-83 Long Lane  
London  
EC1A 9ET

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:  
**125 Parkway**  
**London**  
**NW1 7PS**

**DECISION**  
Proposal:  
Change of use from offices (Use Class E) to a single residential dwellinghouse (Use Class C3).  
Installation of new stairs to front lightwell.

Drawing Nos: EX-01 I-00, EX-02 I-00, PP-01 I-04, PP-02 I-04, Location Plan, Covering Letter/Design and Access Statement (prepared by SM Planning, dated 8 March 2024), Heritage Statement (prepared by Cogent Heritage, dated 4 March 2024), Marketing Statement (prepared by Goldschmidt & Howland, dated 20 September 2024)

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:

EX-01 I-00, EX-02 I-00, PP-01 I-04, PP-02 I-04, Location Plan, Covering Letter/Design and Access Statement (prepared by SM Planning, dated 8 March 2024), Heritage Statement (prepared by Cogent Heritage, dated 4 March 2024), Marketing Statement (prepared by Goldschmidt & Howland, dated 20 September 2024)

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

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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 Reasons for granting permission.

The proposed development seeks to convert the existing terrace building, comprising lower ground, ground, first, second, and third floors, from office (Class E) to residential (Class C3). The proposed would restore the Grade II listed building back into its original use as a single-family dwelling. The proposed minor internal alterations are covered under listed building consent ref. 2024/1992/L.

The site has been actively marketed for sale under the existing office use for 12 months from May 2023 until April 2024 without success. In a further effort to produce an acceptable buyer, the price was reduced in June 2023. Throughout the marketing period the agents had 19 parties view the property, none of which came forward with an offer. Feedback from interested parties included there being an oversupply of office space in the area, the amount of work required to bring the building up to a modern standard (particularly with energy efficiency), as well as hurdles altering the property due to the building's Grade II listed status.

There is also a demonstrated large volume of offices available within the local area, even at a rental level below market value. Demand for offices in this area of London has fallen (the adoption of hybrid working practices has significantly reduced the demand for offices as employer have adjusted to the post COVID environment), whereas supply has increased.



Given the information provided, the loss of office space in this instance is considered acceptable given the property would require significant investment to bring it up to modern standards (such as enabling barrier free access) which would be limited by the listed status of the building. Returning the property to its original residential use is considered a heritage benefit. As such, in this specific instance and location, the loss of employment space is considered acceptable.

The only external alteration proposed comprises the removal of the existing black metal front lightwell stairs and replacement with new stone stairs to match neighbouring no.123 Parkway. The existing stairs are non-original and not considered appropriate given the age and character of the host building. Its replacement with stone stairs is considered an enhancement to the host building and wider Conservation Area as it would tie in with other staircases in the group of terraces and be finished in historic materials.

The provision of a new residential dwelling at the site is welcomed, as housing is the priority land use of the Local Plan. The dwelling would be a 4+ bedroom home which is identified as a lower priority dwelling size by Policy H7. Notwithstanding this, the reinstatement of the building into its original and historic use is welcomed and supported by Policy D2.

The proposed dwelling would significantly exceed the prescribed national space standards, would be dual aspect, and receive significant daylight/sunlight throughout the year. Outdoor amenity space is provided in the form of a rear garden. As such, it would provide a high quality of living accommodation for future residents.

- 2 A payment-in-lieu for an affordable housing contribution is secured via a S.106 legal agreement in accordance with Policy H4. Based on a GIA of 382sqm, this would have a capacity for four homes (8% target based on 2% per each 100sqm). However, the nature of the listed building means that there would likely to be less harm from any works of conversion if it were into two flats instead of four. Taking the heritage asset's significance into account in line with Policy H4, a more appropriate target would therefore be 4% in this particular case. Therefore, the payment-in-lieu being applied in this instance is £76,400 (half of an 8% target payment).

Special regard has been attached to the desirability of preserving the listed building, its setting and its features of special architectural or historic interest, and the desirability of preserving or enhancing the character or appearance of the Hampstead Conservation Area, under s.66 and s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

Due to the scope of the proposal being limited to a change of use with no external alterations proposed, the works would therefore not result in any amenity impact on neighbouring properties by way of loss of outlook, daylight or privacy.

The development would be secured as parking permit free with rights to on-street parking rights removed by a S.106 legal agreement. While no formal cycle parking is shown on the submitted plans, it is considered that sufficient space exists within the property to accommodate cycles if required.

The Regents Park CAAC was consulted and advised they have no objection to the change of use. No further objections were received following statutory consultation. The site's planning history has been taken into account when making this decision.

As such, the proposed development is in general accordance with policies A1, H1, H4, H6, H7, E2, T1, T2, D1, D2 and DM1 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2023.

- 3 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).
- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 5 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.

- 6 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.
- 7 The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted 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.

Based on the information available this permission will not require the approval of a BGP before development is begun because the permission is exempt because it is not 'major development' and the application was made or granted before 2 April 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 2023.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate