

Application ref: 2023/4241/P
Contact: Josh Lawlor
Tel: 020 7974 2337
Email: Josh.Lawlor@camden.gov.uk
Date: 2 May 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
www.camden.gov.uk/planning

Mole Architects Ltd.
Mole Architects
52 Burleigh Street
Cambridge
CB1 1DJ

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:

**31 Daleham Gardens
London
NW3 5BU**

Proposal:

Erection of six-storey building providing 14 flats and associated landscaping, bin and bike stores.

Drawing Nos: Existing Drawings:

PL_E_010_PP1, PL_E_201_PP1

Proposed Drawings:

PL_L_100_PP2, PL_D_6100_PP1, PL_D_6101_PP1, PL_A_999_PP2,
PL_A_1000_PP2, PL_A_1001_PP2, PL_A_1002_PP2, PL_A_1003_PP2,
PL_A_1004_PP1, PL_A_1005_PP1, PL_A_2000_PP1, PL_A_2001_PP1,
PL_A_3000_PP1, PL_A_3001_PP1, PL_A_3002_PP2, PL_A_3003_PP1,
PL_A_3010_PP1, PL_C_4000_PP1, PL_L_500_PP2, SMW-XX-XX-DR-C-001-S3-P4.

Documents:

Daylight and Sunlight Report dated September 2023, Flood Risk assessment
S221215-SUB-99-XX-FRA-C-00001 April 2023, Structural and Drainage Report Stage
3 dated May 2023, Basement Impact Assessment dated 28.04.2023, Noise Report
BD/CS/P23-2822/01 Rev A dated March 2023, MEP Report dated April 2023,

The Council has considered your application and decided to grant permission subject to the following condition(s):

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 and documents-

Existing Drawings:

PL_E_010_PP1, PL_E_201_PP1

Proposed Drawings:

PL_L_100_PP2, PL_D_6100_PP1, PL_D_6101_PP1, PL_A_999_PP2, PL_A_1000_PP2, PL_A_1001_PP2, PL_A_1002_PP2, PL_A_1003_PP2, PL_A_1004_PP1, PL_A_1005_PP1, PL_A_2000_PP1, PL_A_2001_PP1, PL_A_3000_PP1, PL_A_3001_PP1, PL_A_3002_PP2, PL_A_3003_PP1, PL_A_3010_PP1, PL_C_4000_PP1, PL_L_500_PP2, SMW-XX-XX-DR-C-001-S3-P4.

Documents:

Daylight and Sunlight Report dated September 2023, Flood Risk assessment S221215-SUB-99-XX-FRA-C-00001 April 2023, Structural and Drainage Report Stage 3 dated May 2023, Basement Impact Assessment dated 28.04.2023, Noise Report BD/CS/P23-2822/01 Rev A dated March 2023, MEP Report dated April 2023, Overheating Assessment MB/VL/P23-2822/04 Rev B, Preliminary Arboricultural Impact Assessment Ref. SHA 1198 Dated September 2021, Air Quality Assessment TR/VL/P23-2822/03

- 3 The development shall not be carried out other than in strict accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment dated 28.04.2023 and audited in January 2024 hereby, and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, check for compliance with the design (as approved by the local planning authority and building control body) and monitor the critical elements of both permanent and temporary basement construction works throughout their duration. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 5 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) Before the brickwork is commenced, a sample panel of the typical detail demonstrating the window reveal, proposed colour, texture, face-bond and pointing shall be retained for inspection.

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

c) detailed drawings and samples of the balconies

The relevant part of the works shall be carried out in accordance with the details thus approved.

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 of the London Borough of Camden Local Plan 2017.

- 6 Flat 2, as indicated on the plan numbers PL_A-1000_PP1 and PL_L_500_PP2 hereby approved shall be designed and constructed in accordance with Part M4(3)(2)(b) for wheelchair accessible dwellings. All other flats will need to meet

the requirements of Part M4(2) for accessible and adaptable dwellings

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy C6 of the Camden Local Plan 2017.

- 7 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 8 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority prior to first occupation and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 9 The secure and covered cycle storage area for 26 long stay and 2 short stay cycles as shown on the drawings hereby approved shall be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 10 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". 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 prior to the commencement of any works.

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.

- 11 No development shall take place until full details of hard and soft landscaping,

including details of replacement trees and means of enclosure of all un-built, open areas 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, A5, D1, D2 of the London Borough of Camden Local Plan 2017.

12 Construction related impacts - Monitoring

Air quality monitoring should be implemented on site. No development shall take place until

a. prior to installing monitors, full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they will be installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance;

b. prior to commencement, evidence has been submitted demonstrating that the monitors have been in place for at least 3 months prior to the proposed implementation date.

The monitors shall be retained and maintained on site for the duration of the development works in accordance with the details thus approved.

Reason: To safeguard the amenity of adjoining premises and the area generally in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan Policies.

13 Non-road mobile machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development in accordance with policy CC4 of the Camden Local Plan 2017, and policy GG3 and SI 1 of the London Plan.

14 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value DnT,w and L'nT,w of at least 5dB above the Building Regulations value, for the floor/ceiling /wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017

- 15 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the typical existing background noise level by at least 10dBA, or by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

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.

- 16 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

- 17 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 prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. 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, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 18 Prior to commencement of development , full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used [for large areas of green roof add in : and showing a variation of substrate depth with peaks and troughs]
 - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

19 Piling method statement

No piling shall take place until a Piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure and piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure.

20 SuDS: Further details

Prior to commencement of development, full details of the sustainable drainage system including an attenuation tank, blue roofs and raingardens providing in total a minimum attenuation volume of 20m³, shall be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of a building or in any utility plant susceptible to water, and shall demonstrate the run off rates approved by the Local Planning Authority (1l/s). A revised drainage statement, SuDS pro-forma and supporting evidence should be provided, which include:

- The proposed SuDS or drainage measures including storage capacities
- The proposed surface water discharge rates or volumes

Details shall include a lifetime maintenance plan, and systems shall thereafter be retained and maintained in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies.

21 SuDS: Evidence of installation

Prior to occupation, evidence that the system has been implemented in accordance with the approved details as part of the development shall be

submitted to the Local Planning Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies

22 Obscure glazing

Prior to the occupation of the development hereby permitted, the windows on the proposed north elevation, as labelled on drawing PL_A_3002-PP2, shall be fitted with obscure glass be bottom hung, and the window shall be retained as such for the duration of the development.

Reason: In order to prevent unreasonable overlooking of neighbouring premises and in particular the adjacent school, in accordance with policy A1 of the Camden Local Plan 2017.

23 ASHP Active cooling disabled

Prior to first use of the air source heat pump hereby approved, the active cooling function shall be disabled on the factory setting and the air source heat pump shall be used for the purposes of heating only.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with policy CC1 and CC2 of the London Borough of Camden Local Plan 2017.

24 **Need for a legal agreement

In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be commenced on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with ** in the planning permission granted on 16/02/2024 (Camden reference 2023/4241/P) and those obligations shall apply to all conditions below marked with **.

Reason: In order to define the permission and to secure development in accordance with the objectives of the development plan.

25 ** Car free

The proposals will be car free. Future occupants will not be eligible for a parking permit.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with policy T2 of the London Borough of Camden Local Plan 2017.

26 **Construction Management Plan + Implementation support contribution + bond + Construction working group

Prior to commencement of development, including demolition, a Construction Management Plan (CMP) including an Air Quality Assessment) shall be

submitted to and approved by the local planning authority.

The CMP shall set out all 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.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition and construction periods and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents and the Gloucester House school, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction and demolition activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

The measures contained in the Construction Management Plan shall at all times remain implemented during all works of construction and demolition. Where separate Construction Management Plans are submitted for the demolition and the construction phases the provisions of this condition will apply to both plans.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with policy T1 of the Camden Local Plan 2017.

27 ** Pedestrian and Environmental Improvements contribution

On or prior to Implementation, confirmation that the necessary measures for the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy T1 of the Camden Local Plan 2017.

28 ** Highways works

On or prior to the Implementation Date, confirmation that the necessary measures to secure highways improvements around the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy T1 of the Camden Local Plan 2017.

29 **Carbon offset contribution

On or prior to Implementation, confirmation that the necessary measures for the provision for carbon offsetting including GLA carbon emissions spreadsheets shall be submitted to and approved in writing by the Local

Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies CC1 and CC2 of the Camden Local Plan 2017.

30 ** Local employment

Prior to commencement the applicant and/or developer shall:

" work to CITB benchmarks for local employment when recruiting for construction-related jobs as per clause 8.28 of CPG8.

" advertise all construction vacancies and work placement opportunities exclusively with the King's Cross Construction Skills Centre for a period of 1 week before marketing more widely.

" Recruit 2 construction or non-construction apprentices, and pay the council a support fee of £1,700 per apprentice as per clause 8.17 of CPG8. Recruitment of construction apprentices should be conducted through the Council's King's Cross Construction Skills Centre.

" If the value of the scheme exceeds £1 million, the applicant and/or developer must also sign up to the Camden Local Procurement Code, as per section 8.19 of CPG8.

" The applicant and/or developer shall provide a local employment, skills and local supply plan setting out their plan for delivering the above requirements in advance of commencing on site.

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policy E1 of the Camden Local Plan 2017.

31 **Affordable Housing Plan

The development hereby approved shall provide 14 residential units (Class C3) consisting of 6 market units, 2 social affordable rent and 6 discount market sale.

The affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented and intermediate housing in accordance with the targets set by the Regulator; not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and communities Agency or the Regulator or the Council. The total cost of rent and service and management charges for the affordable housing shall meet targets for Social Rented Housing set by the regulator.

The DMS flats shall be:

" sold at a minimum initial discount of 30% below open market value

" initial discount to be maintained for initial and future purchasers in

perpetuity

" eligibility to be limited to households with a gross income not exceeding £90,000 per annum, or such other income cap as may be included in the London Plan 2021 and successor policies or included the government's planning practice guidance for housing of this type

Reason: To secure the maximum reasonable and viable provision of affordable housing on the site of the development hereby permitted in accordance with the requirements of policies H4 and H5 of the London Borough of Camden Local Plan 2017 and policies H4, H5 and H8 of the London Plan 2021.

32 **Open space contribution

On or prior to Implementation, confirmation that the necessary measures for the provision of open space improvements in the vicinity of the Development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy A2 of the Camden Local Plan 2017.

33 **Basement Construction Plan

Prior to Implementation, a Basement Construction Plan shall be submitted to and approved in writing by the Local Planning Authority.

Reason: Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

34 **Energy and sustainability plans

On or prior to Implementation, the submission of an energy and sustainability plan demonstrating how the cooling hierarchy has been applied to achieve a 68% carbon reduction with 18% at Be lean and 50% at Be Green stages.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies CC1 and CC2 of the 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 proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 3 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.
- 4 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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

- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 Mitigation measures to control construction-related air quality impacts should be secured within the Construction Management Plan as per the standard CMP Pro-Forma. The applicant will be required to complete the checklist and demonstrate that all mitigation measures relevant to the level of identified risk are being included.
- 7 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this

minimum pressure in the design of the proposed development.

- 8 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk . Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

- 9 Conditions marked with **

The matters covered by conditions marked with an ** are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with the National Planning Policy Framework. The council publishes its adopted policies online, along with detailed Camden Planning Guidance. It also provides advice on the website for submitting applications and offers a pre-application advice service.

You can find advice about your rights of appeal at:

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

If you submit an appeal against this decision you are now eligible to use the new [submission form](#) (Before you start - Appeal a planning decision - GOV.UK).

Yours faithfully



Daniel Pope
Chief Planning Officer

Date: 2 May 2025
Your Reference: 2023/4241/P
Enquiries to: [REDACTED]



London Borough of Camden
Supporting Communities
Directorate
5 Pancras Square
Kings Cross
London, N1C 4AG

Phone: 0207 974 5444

www.camden.gov.uk

David Burns
Director of Economy, Regeneration and Investment
London Borough of Camden
5 Pancras Square
London N1C 4AG

Dear David,

**SHADOW SECTION 106 AGREEMENT
31 DALEHAM GARDENS, LONDON NW3 5BU
PLANNING APPLICATION REFERENCE 2023/4241/P**

I refer to the above matter.

The Local Planning Authority requires that I make an unequivocal written statement from myself confirming two matters to the Director of Economy, Regeneration and Investment. Please accept this letter in compliance with that requirement.

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Development Department if carrying out the construction and operation of the development at 31 Daleham Gardens, London NW3 5BU, will comply with the conditions marked with an asterisk in the planning permission referenced 2023/4241/P in the manner set out in the obligations contained within the attached shadow s106 Agreement.

I also further confirm that my Department will not dispose of any relevant interests in the land at 31 Daleham Gardens, London NW3 5BU without first ensuring that any new owner simultaneously executes a Section 106 Agreement securing the obligations contained in the shadow s106 Agreement.

Yours sincerely

A large black rectangular box redacting the signature of Neil Vokes.

**Neil Vokes
Director of Development
London Borough of Camden**

DATED

2025

(1) LIMITED

and

(2) LESSEE/TENANT

and

(3) MORTGAGEE

and

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

A G R E E M E N T

relating to land known as

31 Daleham Gardens, London, NW3 5BU

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 1824

**G:\case files\culture & env\planning\eg\s106 Agreements\31 Daleham Gardens
CLS/COM/EG/1800.2789
s106 Final**

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2025

A. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called “the Owner”) of the first part

B. **INTERESTED PARTY/LEASEHOLDER** (Co. Regn. No.) whose registered
office is at (hereinafter called “the ”) of second part

C. **MORTGAGEE** of (hereinafter called “ ”) of the third part

D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of
Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the
fourth part

- 1.1 The Council in its capacity as a landowner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN75902.
- 1.2 The Owner is the [leasehold/freehold] owner of the Property [under a Title Number [] / lease dated [] made between [(1) The Mayor and Burgesses of the London Borough of Camden and (2) XXXXXXXXX [subject to a charge to the Mortgagee]] 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 6 October 2023 and the Council resolved to grant permission conditionally under reference number 2023/4241/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.
- 1.7 The Mortgagee as mortgagee under a legal charge to be registered at the Land Registry pursuant to the Lease in respect of the Property between [] and []/ registered under Title Number [] dated [] is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost housing including Social Rented Housing, London Affordable Rented Housing and Discounted Market Sales Housing that meets the needs of people who cannot afford to meet their needs in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Units"	the 6 (six) Discounted Market Sales Housing Units and the 2 (two) Social-Affordable Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
2.4	"Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"Approved Strategic Partner List"	means a list approved periodically by the Council and published on the Council's website comprising Registered Providers that provide and manage

		Affordable Housing within the London Borough of Camden in accordance with the Council's objectives for Affordable Housing
2.6	"Average Discount Fixed Percentage Rate"	the sum of the Discount Fixed Percentage Rates applied to each Discounted Market Sales Housing Unit and divided by 6 (six) which is the number of Discounted Market Sales Housing Units
2.7	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.8	"Basement Approval in Principle Contribution"	the sum of £575.80 (Five Hundred and Seventy Five Pounds and Eighty Pence) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
2.9	"Burland Category Damage"	an industry recognised category of structural damage as specified at para 4.29 of Camden Planning Guidance: Basements (as may be amended) and shown in Schedule 4 annexed hereto
2.10	"Carbon Offset Contribution"	the sum of £13,207 (Thirteen Thousand Two Hundred and Seven 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 off-site carbon reduction measures in the vicinity of the Development
2.11	"Central London Forward"	the strategic sub-regional partnership for Central London covering (as at the date of this Agreement) twelve local authorities established inter alia to ensure residents access the skills, jobs, homes, and support required to benefit from Central London's economy

2.12	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.13	"Compliance Certificate"	the certificate issued by the Council pursuant to paragraphs 1.3 and 1.4 of Part 1 of Schedule 7 of this Agreement confirming that a Dwelling is being disposed of as a Discounted Market Sales Housing Unit to a purchaser meeting the criteria set out in the approved Discount Market Sales Housing Scheme
2.14	"Construction Apprentice Default Contribution"	the sum of £20,000 per apprentice being payment for each apprentice required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice provision
2.15	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking 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 Schedule 3 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 the Council giving details of the environmental protection highways safety and 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) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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;</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) 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>
2.16	"Construction Management Plan Bond"	the sum of £16,000 (Sixteen 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 4.7
2.17	"Construction Management Plan Implementation Support Contribution"	the sum of £10,116 (Ten Thousand and One Hundred and Sixteen 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

		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
2.18	“Construction Phase”	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion
2.19	“Construction Phase Working Group”	a working group to be convened in accordance with the requirements of Clause 4.8 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development
2.20	“Construction Work Placement Default Contribution”	the sum of being £804 per work placement being payment for each work placement required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction workplace provision
2.21	“Construction Apprentice Support Contribution”	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.22	“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
2.23	“Council’s Construction Skills Centre”	the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry
2.24	“Detailed Basement Construction Plan”	a plan setting out detailed information relating to the design and construction of the basement forming part of

		<p>the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment prepared by Geofirma dated 28/04/2024 submitted with the Planning Application and to include the following key stages:-</p> <p>1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,</p> <p>2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-</p> <p>(a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and</p>
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		<p>structural condition of Neighbouring Properties have been incorporated into the final design; and</p> <p>(b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond “Very Slight” with reference to the Burland Category of Damage; and</p> <p>(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;</p> <p>(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);</p> <p>(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;</p>
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		<p>(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> <p>(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertake regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);</p> <p>(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,</p> <p>(vii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development</p>
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		<p>taking place in the vicinity and 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.</p> <p>3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Certifying Engineer”) AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; and,</p> <p>4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.</p> <p>5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed</p>
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		<p>Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.</p> <p>6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.</p>
2.25	"Development"	<p>Erection of six-storey building providing 14 flats and associated landscaping, bin and bike stores as shown on drawing numbers:-</p> <p>Existing Drawings:</p> <p>PL_E_010_PP1, PL_E_201_PP1</p> <p>Proposed Drawings:</p> <p>PL_L_100_PP2, PL_D_6100_PP1, PL_D_6101_PP1, PL_A_999_PP2, PL_A_1000_PP2, PL_A_1001_PP2, PL_A_1002_PP2, PL_A_1003_PP2, PL_A_1004_PP1, PL_A_1005_PP1, PL_A_2000_PP1, PL_A_2001_PP1, PL_A_3000_PP1, PL_A_3001_PP1, PL_A_3002_PP2, PL_A_3003_PP1, PL_A_3010_PP1, PL_C_4000_PP1, PL_L_500_PP2, SMW-XX-XX-DR-C-001-S3-P4.</p> <p>Documents:</p> <p>Daylight and Sunlight Report dated September 2023, Flood Risk assessment S221215-SUB-99-XX-FRA-C-00001 April 2023, Structural and Drainage Report Stage 3 dated May 2023, Basement Impact Assessment dated</p>

		28.04.2023, Noise Report BD/CS/P23-2822/01 Rev A dated March 2023, MEP Report dated April 2023, Overheating Assessment MB/VL/P23-2822/04 Rev B, Preliminary Arboricultural Impact Assessment Ref. SHA 1198 Dated September 2021, Air Quality Assessment TR/VL/P23-2822/03
2.26	"Discounted Market Price"	a price of a Discounted Market Sales Housing Unit calculated by deducting the Discount Fixed Percentage Rate applicable in respect of that Discounted Market Sales Housing Unit from the Market Value
2.27	"Discounted Market Sale Contribution"	<p>in circumstances where a sale of a Discounted Market Sales Housing Unit other than as a Discounted Market Sales Housing Unit has taken place in accordance with paragraphs 1.8, 1.9, 1.10 of Part 1 of Schedule 7, the lower of the following two amounts:</p> <p>(a) an amount equal to the Discount Fixed Percentage Rate applicable to the relevant Discounted Market Sales Housing Unit multiplied by the sale price;</p> <p>or</p> <p>(b) the proceeds of sale less the amount due and outstanding to any Discounted Market Sale Housing Mortgagee of the relevant Discounted Market Sales Housing Unit under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the Discounted Market Sale Housing Owner to the Discounted Market Sale Housing Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the Discounted Market Sale Housing Owner in connection with the sale of the Discounted Market Sale Housing Unit</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the Discounted Market Sale Housing Owner as a result of the disposal of the Discounted Market Sales Housing</p>

		Unit other than as a Discounted Market Sales Housing Unit.
2.24	"Discounted Market Sales Housing"	housing for sale which offers a route to home ownership for those who could not achieve home ownership through the market whereby each Discounted Market Sales Housing Unit is sold at a Discount Fixed Percentage Rate subtracted from the Market Value at its initial sale and each subsequent re-sale (as the case may be)
2.25	"Discounted Market Sale Housing Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a Discounted Market Sale Housing Unit other than: <ul style="list-style-type: none"> (a) the Owner as named in this Agreement; or (b) another developer or other entity to which the freehold interest or leasehold interest in a Discounted Market Sale Housing Unit or in the land on which a Discounted Market Sale Housing Unit is to be provided has been transferred before that Discounted Market Sale Housing Unit is made available and is disposed of for occupation as a Discounted Market Sale Housing Unit; or (c) a tenant or sub-tenant of a permitted letting under Paragraph 2 of Part 2 of Schedule 7 of this Agreement
2.26	"Discounted Market Sales Housing Scheme"	the scheme to be submitted by the Owner to the Council in accordance with the terms of this Agreement setting out arrangements governing allocation and discount and eligibility for the Discounted Market Sales Housing, to include the following provisions: <ul style="list-style-type: none"> a) to individually specify the Discount Fixed Percentage Rate which shall apply to each Discounted Market Sales Housing Unit such that the Average Discount Fixed Percentage Rate is as close to 50% as may be financially viable (as clearly evidenced for the Council's written satisfaction);

		<p>b) to specify that eligibility to purchase each Discounted Market Sales Housing Unit is to be restricted to households with a gross annual household income not exceeding £90,000 (subject to revision through the London Plan and London Plan Guidance and NPPF or successor documents) or such other gross annual household income as may be agreed by the Council in writing;</p> <p>c) to set out the Local Connection Criteria;</p> <p>d) to specify that eligibility to purchase each Discounted Market Sale Housing Unit is to be restricted to households who satisfy the Local Connection Criteria;</p> <p>e) to specify that eligibility to purchase each Discounted Market Sales Housing Unit is to be restricted to households who are not existing home owners such as First Time Buyers (as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003) or such other restriction on purchase by existing home owners as may be agreed by the Council in writing;</p> <p>f) priority matrix setting out the order of priority in which the Discounted Market Sales Housing Units would be allocated with preference to be given to applicants living within the NW3 postcode area falling within the London Borough of Camden in the event that the number of eligible households seeking to purchase a Discounted Market Sale Housing Unit is greater than the number of available Discounted Market Sale Housing Units (for the avoidance of doubt this may take similar form as the NW3 CLT DMS Allocations Policy Version 6 24-01-25 Update submitted to the Council on 28 January 2025 in association with the Planning Application or any subsequent Allocations Policy approved in writing by the Council).</p>
2.27	"Discounted Market Sales Housing Units"	the 1 x 2-bedroom 4-person and 5 x 1-bedroom 2-person Affordable Housing Units shown light green and marked "01", "03", "04", "07", "09" and "10" on Plan 2

		and “Discounted Market Sales Housing Unit” shall be construed accordingly
2.28	"Discount Fixed Percentage Rate"	a percentage rate which shall be not less than 30% (to be specified in the Discounted Market Sales Housing Scheme for each Discounted Market Sales Housing Unit) to endure for the lifetime of the Development in respect of each Discounted Market Sales Housing Unit and to be applied to and subtracted from the Market Value of each Discounted Market Sales Housing Unit at its initial sale and each subsequent re-sale and “Discount Fixed Percentage Rates” shall be construed accordingly
2.29	“Disposal”	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a Discounted Market Sale Housing Unit other than: (a) a letting or sub-letting in accordance with paragraph 2 of Schedule 7 of this Agreement (b) a transfer of the freehold interest in a Discounted Market Sale Housing Unit or land on which a Discounted Market Sale Housing Unit is to be provided before that Discounted Market Sale Housing Unit is made available for occupation except where the transfer is to a Discounted Market Sales Housing Owner (c) an Exempt Disposal and “Disposed” and “Disposing” shall be construed accordingly
2.30	“Dwelling”	a unit of residential accommodation forming part of the Development
2.31	“Employment Skills and Supply Plan”	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment and procurement opportunities relating to the Development and for it to satisfy the obligations contained in clause 4.9 of this Agreement through (but not be limited to) the following:-

		<p>(a) ensuring advertising of all construction vacancies exclusively through the Council's Construction Centre in the first instance and only promoting more widely if a candidate cannot be found within 28 days through the Council's Construction Centre;</p> <p>(b) during the Construction Phase to ensure at least 20% of the onsite workforce is comprised of local people residing in Camden;</p> <p>(c) to ensure the provision of 2 (two) construction apprentices;</p> <p>(d) make provision during the Construction Phase for no less than 2 (two) work placements; and</p> <p>(e) commit to following the Local Procurement Plan</p>
2.32	"Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>(a) the incorporation of the measures set out in the submission document entitled Energy Statement – Revision A and dated September 2023 by Create Consulting Engineers Limited;</p> <p>(b) to achieve net zero carbon through the payment of a carbon offset contribution for the remaining carbon emissions after required on site reductions;</p> <p>(c) to achieve an overall 68% reduction in on-site carbon emissions beyond the Part L 2021 baseline;</p> <p>(d) a minimum 18% Be Lean stage reduction through energy efficiency;</p>

		<p>(e) a minimum 50% Be Green stage reduction through on site renewable energy;</p> <p>(f) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with the Greater London Authority's 'Be Seen' Energy Monitoring Guidance (or successor guidance);</p> <p>(g) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; and</p> <p>(h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.33	"Exempt Disposal"	<p>means the disposal of a Discounted Market Sales Housing Unit in one of the following circumstances:</p> <p>(a) a disposal to a spouse or civil partner upon the death of the Discounted Market Sale Housing Owner</p> <p>(b) a disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the Discounted Market Sale Housing Owner</p> <p>(c) disposal to a former spouse or former civil partner of a Discounted Market Sale Housing Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil</p>

		<p>partnership or the making of a nullity, separation or presumption of death order</p> <p>(d) disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt Part 3 of Schedule 7 shall apply to such sale)</p> <p>Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of Part 2 of Schedule 7 of this Agreement</p>
2.34	"Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.35	"Highways Contribution"	<p>the sum of £10,538.60 (Ten Thousand Five Hundred Thirty Eight Pounds and Sixty Pence) 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) to repave the adjacent footway to repair the damage caused by the Development to the footway adjacent to the Property</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 excludes any statutory undertakers costs</p>
2.36	"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
2.37	"Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.38	"Local Connection Criteria"	<p>the local connection criteria to be submitted to the Council for the Council's approval as part of the Discounted Market Sale Housing Scheme defining the following:</p> <p>(i) qualifying local area in the vicinity of the Development which for the avoidance of doubt shall be wholly situated within the boundary of the London Borough of Camden and which for the avoidance of doubt may be the entire area of the London Borough of Camden ("Qualifying Local Area");</p> <p>(ii) the types of qualifying connection with the Qualifying Local Area referred to in paragraph (i) above which for the avoidance of doubt may include a residence or a workplace within the Qualifying Local Area ("Qualifying Connection"); and</p> <p>(iii) the qualifying duration of the Qualifying Connection with the Qualifying Local Area which for the avoidance of doubt may be a period of at least five (5) years' duration within the last ten (10) years</p>
2.39	"Local Procurement Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise procurement opportunities relating to the Development through (but not limited to) the following:</p> <p>(a) the incorporation of the measures set out in the Local Procurement Strategy annexed to the 6 Schedule hereto;</p> <p>(b) measures to ensure provision of a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the</p>

		<p>provision of goods and service to the Development in accordance with the Council's Local Procurement Strategy;</p> <p>(c) to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Strategy; and</p> <p>(d) to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services</p>
2.40	"London Affordable Rented Housing"	<p>Affordable Housing that is available as low cost rented homes in London to help low-income households who are unable to secure or sustain housing on the open market for the lifetime of the Development such that homes provided:-</p> <p>(a) meet the following weekly rent benchmarks for the financial year 2022/23 (exclusive of service charge) £168.34 per week for 1-bedroom units £178.23 per week for 2-bedroom units and £188.13 per week for 3-bedroom units as set out in association with the Mayor of London's Funding Guidance "Affordable Homes Programme 2021-2026" as updated from time to time or successor funding guidance as applicable;</p> <p>(b) once occupied are subject to service charges management charges and rent-setting guidance issued by the Regulator and the Greater London Authority from time to time;</p>

		<p>(c) are consistent with the requirements set out for Affordable Housing for Rent in the National Planning Policy Framework and successor documents;</p> <p>(d) are consistent with the information in relation to London Affordable Rented Housing set out in Camden's Supplementary Planning Document "Camden Planning Guidance – Housing: January 2021" and its successor policies and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews); and</p> <p>(e) are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of London Affordable Rented Housing Units</p>
2.41	"Market Value"	means the open market value of each Discounted Market Sale Housing Unit at the time of initial sale and at the time of each subsequent re-sale and assessed by a qualified valuer of housing in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the Discount Fixed Percentage Rate in the valuation
2.42	"Discounted Market Sale Housing Mortgagee"	means (a) means any mortgagee or chargee of the Discounted Market Sale Housing Owner and any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator or (b) any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a Discounted Market Sale

		Housing Unit including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a Discounted Market Sale Housing Unit
2.43	"Neighbouring Properties"	the neighbouring properties known as 31a Daleham Gardens, and 33 Daleham Gardens Gloucester House School, 56 Fitzjohn's Avenue
2.44	"NW3 CLT DMS Allocations Policy"	the draft Community Land Trust NW3 allocations policy which demonstrates who would be eligible to apply for housing in any of the Community Land Trust future developments or the final approved document (as the case may be)
2.45	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.46	"Parties"	mean the Council the Owner and the Mortgagee
2.47	"Pedestrian Cycling and Environmental Contribution"	the sum of £28,000 (Twenty Eight 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 the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development
2.48	"Plan 1"	plan entitled "Plan 1" attached at Schedule 1 of this agreement showing the Property
2.49	"Plan 2"	plan entitled "Plan 2" attached at Schedule 8 of this Agreement showing the Discounted Market Sales Housing Units and for the avoidance of doubt Plan 2 comprises of drawing numbers PL_A_999, PL_A_1000, PL_A_1001 and PL_A_1002
2.50	"Plan 3"	plan entitled "Plan 3" attached at Schedule 9 of this Agreement showing the Social-Affordable Rented Housing Units and for the avoidance of doubt Plan 3 comprises of drawing numbers PL_A_999 and PL_A_1000
2.51	"Planning Application"	the planning application in respect of the development of the Property submitted to the Council and validated on 6 October 2023 for which a resolution to grant

		permission has been passed conditionally under reference number 2023/4241/P subject to conclusion of this Agreement
2.52	"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
2.53	"Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.54	"Practical Completion"	the stage reached when the construction of a Discounted Market Sale Housing Unit is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be occupied
2.55	"Property"	the land known as 31 Daleham Gardens London NW3 5BU the same as shown edged red on Plan 1
2.56	"Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.57	"Public Open Space Contribution"	the sum of £16,621.20 (Sixteen Thousand Six Hundred Twenty One Pounds and Twenty Pence) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
2.58	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator and selected from the London Borough of Camden's Approved Strategic Partner List
2.59	"Regulator"	means the Regulator of Social Housing and any successor organisation
2.60	"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

2.61	"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
2.62	"Social-Affordable Rented Housing"	Affordable Housing that is to be provided and occupied for the lifetime of the Development (subject to the provisions of this Agreement) as either London Affordable Rented Housing or Social Rented Housing as agreed by the Council in writing
2.63	"Social-Affordable Rented Housing Units"	the 2 (two) units of Social-Affordable Rented Housing forming part of the Development comprising 1 x 2-bedroom 3-person unit on lower ground floor and 1 x 3-bedroom 5-person unit on the upper ground floor the same as shown yellow and marked "02" and "05" on Plan 3
2.64	"Social Rented Housing"	<p>Affordable Housing units available for rent in perpetuity such that:-</p> <p>(a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;</p> <p>(b) they comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Government's Policy Statement on Rents for Social Housing December 2022 (or successor policies);</p> <p>(c) they comply with the requirements of the Mayor of London's Funding Guidance "Homes for Londoners Affordable Homes Programme 2021-26" or successor funding guidance as applicable;</p> <p>(d) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance – Housing: January 2021" and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews);</p> <p>(e) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to</p>

		the Council in respect of all such units within the Development
2.65	"Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <ul style="list-style-type: none"> (a) achieve the targets set out in the submission document entitled Sustainability Statement and dated September 2023 by Create Consulting Engineers Limited (b) achieve the sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change); (c) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use (d) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; (e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan; (f) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts)

		<p>certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
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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, 4.8, 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 AFFORDABLE HOUSING

Part 1 – Social-Affordable Rented Housing

- 4.1.1 On or prior to Implementation to submit to the Council for its written approval details of the Registered Provider or a shortlist of proposed Registered Providers willing to take transfer or demise of the Social-Affordable Rented Housing Units with evidence to demonstrate to the Council's reasonable satisfaction that the Owner is in advanced negotiations with a view of engaging the Registered Provider.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved in writing the Registered Provider or the shortlist of proposed Registered Providers.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Social-Affordable Rented Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable written satisfaction of the Council in consultation with the Registered Provider in accordance with the specification approved by the Registered Provider as demonstrated by a written notification by the Registered Provider .
- 4.1.4 To ensure that the Social-Affordable Rented Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Social-Affordable Rented Housing.
- 4.1.5 Not to Occupy or allow Occupation of any part of the Development until such time as:

- (i) the Social-Affordable Rented Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
- (ii) the works of construction conversion and fitting out of the Social-Affordable Rented Housing Units have been completed in accordance with the specification agreed with a Registered Provider and approved in accordance with the requirements of Sub-Clause 4.1.3.

4.1.6 To ensure that the Social-Affordable Rented Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Regulator or the Council from time to time.

4.1.7 The Registered Provider shall not dispose of its interest in the freehold or leasehold of the Social-Affordable Rented Housing Units or any part thereof (and for the avoidance of doubt the grant of a mortgage or a grant of a tenancy to occupiers shall not be considered to be a disposal for the purposes of this Agreement) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

4.1.8 Schedule 5 shall apply in relation to the Social-Affordable Rented Housing Units.

Part 2 – Discounted Market Sales Housing

4.1.9 Prior to Implementation of the Planning Permission to submit to the Council for the Council's approval the Discounted Market Sales Housing Scheme.

4.1.10 Not to Implement the Planning Permission unless and until the Discounted Market Sales Housing Scheme has been submitted to and approved by the Council in writing.

4.1.11 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any of the Discounted Market Sales Housing Units at any time when the Development is not being managed in strict accordance with the Discounted Market Sale Housing Scheme as approved by the Council from time to time and shall not Occupy or permit Occupation of the Discounted Market Sales Housing Units otherwise than in strict accordance with the requirements of the Discounted Market Sale Housing Scheme.

- 4.1.12 The Discounted Market Sale Housing Units shall be identified reserved and set aside as Discounted Market Sale Housing Units and shall be provided and retained as Discounted Market Sale Housing Units in perpetuity.
- 4.1.13 To ensure that the Discounted Market Sale Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Discounted Market Sale Housing.
- 4.1.14 To commence all works of construction conversion and fitting out necessary to make the Discounted Market Sale Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council.
- 4.1.15 Schedule 7 shall apply in relation to the Discounted Market Sale Housing Units.
- 4.1.16 For the avoidance of doubt, the above provisions 4.1.9 – 4.1.15 of this Part 2 of clause 4.1 do not apply to an Exempt Disposal.

4.2 BASEMENT APPROVAL IN PRINCIPLE

- 4.2.1 On or prior to the Implementation Date to:-
- (a) submit the Basement Approval in Principle Application; and
 - (b) pay to the Council the Basement Approval in Principle Contribution
- 4.2.2 Not to Implement or permit Implementation of any part of the Development until such time as:
- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
 - (b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.3 DETAILED BASEMENT CONSTRUCTION PLAN

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.

- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from a recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
- 4.3.5 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 by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 4.3.6 Following 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 Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.4 CAR FREE

- 4.4.1 To ensure that prior to occupying any residential unit (being part of 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.

4.4.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part 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).

4.4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.4.1 and 4.4.2 in this Agreement shall continue to have effect in perpetuity.

4.4.4 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 obligations in Clauses 4.4.1 and 4.4.2 of this Agreement.

4.5 CARBON OFFSET CONTRIBUTION

4.5.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

4.6 CONSTRUCTION MANAGEMENT PLAN

4.6.1 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.

- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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.

4.7 CONSTRUCTION MANAGEMENT PLAN BOND

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.7.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.7.3 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.
- 4.7.4 The Owner must once notified by the Council in accordance with Clause 4.7.3 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 than two working day period).

4.7.5 In the event the Owner does not comply with the obligations in 4.7.4 (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 4.7.3 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.

4.7.6 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 4.7.5.

4.8 CONSTRUCTION PHASE WORKING GROUP

4.8.1 From the date of this Agreement and at its own expense to invite the following to become members of the Construction Phase Working Group:

- (a) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons;
- (b) representatives from Gloucester House School and Tavistock and Portman NHS Foundation Trust or to represent the needs of their service users;

- (c) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time; and
- (d) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.8.2 To

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Construction Phase Working Group and shall attend all meetings of the Construction Phase Working Group;
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residences and businesses in the locality and other interested parties about the operation of the Construction Phase Working Group such person to organise and attend all meetings of the Construction Phase Working Group all such meetings to take place within easy walking distance of the Property;
- (c) to ensure that the Owner has made reasonable attempts on no less than 2 occasions to meet with the Gloucester House School and/or Tavistock and Portman NHS Foundation Trust and thereafter to minimise any impacts on students including any needs arising from protected characteristics and to address any issues raised as soon as reasonably practicable and to provide the Council with a report of the issues raised and how they have been addressed by the Owner; and
- (d) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Construction Phase Working Group.

4.8.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Phase Working Group to all members of the group.

4.8.4 To ensure that meetings of the Construction Phase Working Group shall take place at least once every six months during the Construction Phase ALWAYS PROVIDED that any member of the Construction Phase Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) working days to the Liaison Officer to convene a meeting of the Construction Phase Working Group and a meeting

of the Construction Phase Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Construction Phase Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Construction Phase Working Group shall be convened at such intervals as the Construction Phase Working Group decides.

- 4.8.5 To ensure that an accurate written minute is kept of each meeting of the Construction Phase Working Group recording discussion and any decisions taken by the Construction Phase Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).
- 4.8.6 In the event of the majority of members of the Construction Phase Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Phase Working Group of this fact together with written reasons as to why this is the case.
- 4.8.7 To provide at its own expense throughout the Construction Phase of the Development:
 - (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity; and
 - (b) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints and shall give each meeting of the Construction

Phase Working Group written information about any such complaints received and action taken in respect of them.

4.9 EMPLOYMENT SKILLS AND SUPPLY PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Employment Skills and Supply Plan.
- 4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment Skills and Supply Plan as demonstrated by written notice to that effect.
- 4.9.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment Skills and Supply 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 Employment Skills and Supply 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.
- 4.9.4 Following 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 Employment Skills and Supply 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 Employment Skills and Supply Plan.

4.10 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.10.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.10.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that

the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.10.4 Following 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 Energy Efficiency and Renewable Energy 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 Energy Efficiency and Renewable Energy Plan.

4.11 HIGHWAYS CONTRIBUTION

4.11.1 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.

4.11.1 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.

4.11.2 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.

4.11.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.11.4 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.

4.12 LOCAL EMPLOYMENT

- 4.12.1 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full
- 4.12.2 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
- 4.12.3 The Owner shall work in partnership with (i) the Council's Construction Skills Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-
- a) at least 20% of the onsite workforce is comprised of local people residing in Camden;
 - b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development as follows:
 - i. exclusively with the Council's Construction Skills Centre for a minimum of 28 days of the recruitment period for the Development; and
 - ii. after the expiry of the advertising period specified in paragraph (b)(i) above, to work with the Council to advertise construction vacancies through the Council's Construction Skills Centre and with Central London Forward;
 - c) that the Council's Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
 - d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Council's Construction Skills Centre and employed during the Construction Phase.
- 4.12.4 The Owner shall ensure that at all times during the Construction Phase no less than **2 (two)** construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-
- (i) recruited through the Council's Construction Skills Centre;
 - (ii) employed for the duration of the apprenticeship;
 - (iii) paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>; and

4.12.5 The Owner shall ensure that during the Construction Phase of the Development no less than 2 (two) paid work placements are provided at the Development for a minimum of four weeks for each placement paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.

4.12.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.12.4 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.12.7 If the Owner is unable to provide the work placements in accordance with Clause 4.2.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Work Placement Default Contribution in respect of each individual work placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Work Placement Default Contribution (based on the each individual workplace placement) has been paid in full.

4.12.8 Notwithstanding the provisions in Clause 4.9 (above) of this Agreement, during the Construction Phase and the end use of the Development the Owner shall provide employment opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Council's Construction Skills Centre and the Council's Inclusive Economy Team.

4.13 LOCAL PROCUREMENT PLAN

4.13.1 On or prior to the Implementation Date to submit to the Council for approval the Local Procurement Plan.

4.13.2 Not to Implement nor permit Implementation until such time as the Council has approved the Local Procurement Plan as demonstrated by written notice to that effect.

4.13.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement 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 Local Procurement 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.

4.13.4 Following 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 Local Procurement 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 Local Procurement Plan.

4.14 PUBLIC OPEN SPACE CONTRIBUTION

4.14.1 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.14.2 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.15 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

4.15.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.

4.15.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.

4.16 SUSTAINABILITY PLAN

4.16.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

- 4.16.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.16.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.16.4 Following 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 Sustainability 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 Sustainability Plan.

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 2023/4241/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 date and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2023/4241/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 2023/4241/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 AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2023/4241/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement and its monitoring fees on or prior to the date of completion of the Agreement.
- 6.4 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 or the Mortgagee 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.
- 6.9 Any approval consent direction authority agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delayed.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.
- 7.2 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(s) [and the] 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 [and the Mortgagee] have executed this instrument as their Deed the day and year first before written

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

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

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
Mortgagee)
by)
in the presence of:-)

.....

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

.....

Authorised Signatory

SCHEDULE 1

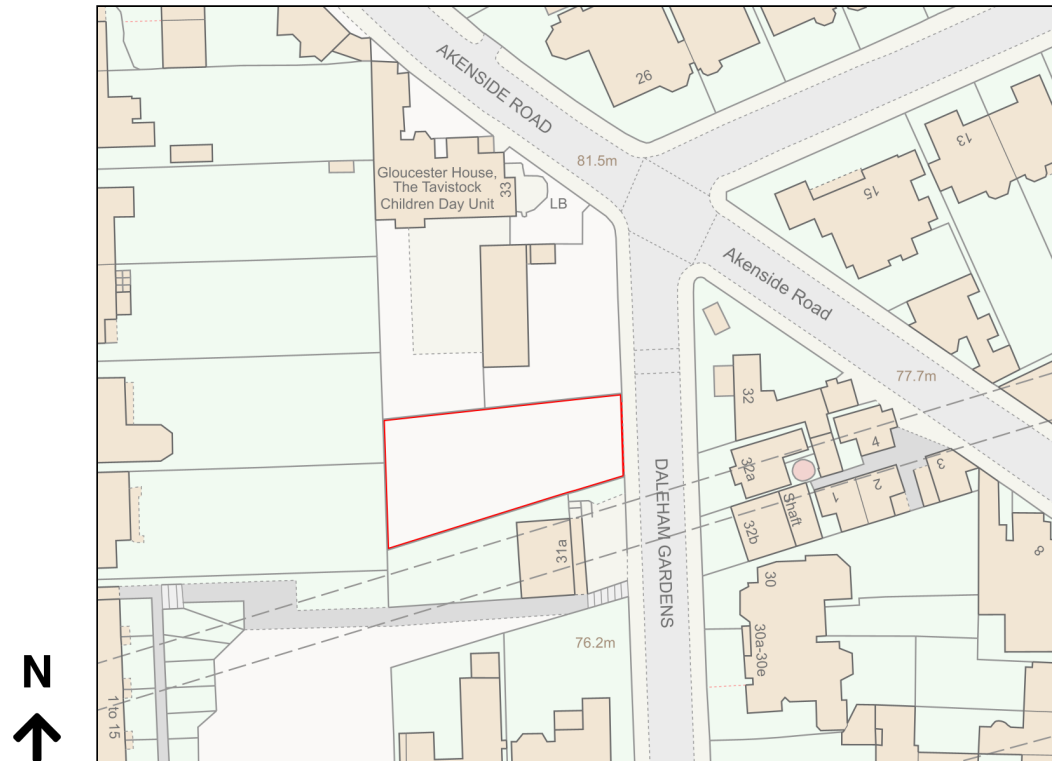
Site Location Plan

Location Plan

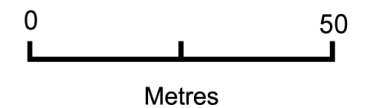
Site Address: 31, Daleham Gardens, London, NW3 5BU

Date Produced: 05-Oct-2023

Scale: 1:1250 @A4



Planning Portal Reference: PP-12196494v1



SCHEDULE 2

Draft Planning Permission

Application ref: 2023/4241/P
Contact: Josh Lawlor
Tel: 020 7974 2337
Date: 9 April 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
www.camden.gov.uk/planning

Mole Architects Ltd.
Mole Architects
52 Burliegh Street
Cambridge
CB1 1DJ

Dear Sir/Madam

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:
31 Daleham Gardens
London
NW3 5BU

Proposal:
Erection of six-storey building providing 14 flats and associated landscaping, bin and bike stores.
Drawing Nos: Existing Drawings:

PL_E_010_PP1, PL_E_201_PP1

Proposed Drawings:

PL_L_100_PP2, PL_D_6100_PP1, PL_D_6101_PP1, PL_A_999_PP2, PL_A_1000_PP2,
PL_A_1001_PP2, PL_A_1002_PP2, PL_A_1003_PP2, PL_A_1004_PP1,
PL_A_1005_PP1, PL_A_2000_PP1, PL_A_2001_PP1, PL_A_3000_PP1,
PL_A_3001_PP1, PL_A_3002_PP2, PL_A_3003_PP1, PL_A_3010_PP1,
PL_C_4000_PP1, PL_L_500_PP2, SMW-XX-XX-DR-C-001-S3-P4.

Documents:

Daylight and Sunlight Report dated September 2023, Flood Risk assessment S221215-SUB-99-XX-FRA-C-00001 April 2023, Structural and Drainage Report Stage 3 dated May 2023, Basement Impact Assessment dated 28.04.2023, Noise Report BD/CS/P23-2822/01 Rev A dated March 2023, MEP Report dated April 2023, Overheating Assessment MB/VL/P23-2822/04 Rev B, Preliminary Arboricultural Impact Assessment Ref. SHA 1198 Dated September 2021, Air Quality Assessment TR/VL/P23-2822/03

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 and documents-

Existing Drawings:

PL_E_010_PP1, PL_E_201_PP1

Proposed Drawings:

PL_L_100_PP2, PL_D_6100_PP1, PL_D_6101_PP1, PL_A_999_PP2,
PL_A_1000_PP2, PL_A_1001_PP2, PL_A_1002_PP2, PL_A_1003_PP2,
PL_A_1004_PP1, PL_A_1005_PP1, PL_A_2000_PP1, PL_A_2001_PP1,
PL_A_3000_PP1, PL_A_3001_PP1, PL_A_3002_PP2, PL_A_3003_PP1,
PL_A_3010_PP1, PL_C_4000_PP1, PL_L_500_PP2, SMW-XX-XX-DR-C-001-S3-P4.

Documents:

Daylight and Sunlight Report dated September 2023, Flood Risk assessment S221215-SUB-99-XX-FRA-C-00001 April 2023, Structural and Drainage Report Stage 3 dated May 2023, Basement Impact Assessment dated 28.04.2023, Noise Report BD/CS/P23-2822/01 Rev A dated March 2023, MEP Report dated April 2023, Overheating Assessment MB/VL/P23-2822/04 Rev B, Preliminary Arboricultural Impact Assessment Ref. SHA 1198 Dated September 2021, Air Quality Assessment TR/VL/P23-2822/03

- 3 The development shall not be carried out other than in strict accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment dated 28.04.2023 and audited in January 2024 hereby, and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, check for compliance with the design (as approved by the local planning authority and building control body) and monitor the critical elements of both permanent and temporary basement construction works throughout their duration. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 5 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) Before the brickwork is commenced, a sample panel of the typical detail demonstrating the window reveal, proposed colour, texture, face-bond and pointing shall be retained for inspection.
 - b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority).

c) detailed drawings and samples of the balconies

The relevant part of the works shall be carried out in accordance with the details thus approved.

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 of the London Borough of Camden Local Plan 2017.

- 6 Flat 2, as indicated on the plan numbers PL_A-1000_PP1 and PL_L_500_PP2 hereby approved shall be designed and constructed in accordance with Part M4(3)(2)(b) for wheelchair accessible dwellings. All other flats will need to meet the requirements of Part M4(2) for accessible and adaptable dwellings

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy C6 of the Camden Local Plan 2017.

- 7 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 8 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority prior to first occupation and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 9 The secure and covered cycle storage area for 26 long stay and 2 short stay cycles as shown on the drawings hereby approved shall be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 10 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". 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 prior to the commencement of any works.

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.

- 11 No development shall take place until full details of hard and soft landscaping, including details of replacement trees and means of enclosure of all un-built, open areas 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, A5, D1, D2 of the London Borough of Camden Local Plan 2017.

- 12 Construction related impacts - Monitoring

Air quality monitoring should be implemented on site. No development shall take place until

a. prior to installing monitors, full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they will be installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance;

b. prior to commencement, evidence has been submitted demonstrating that the monitors have been in place for at least 3 months prior to the proposed implementation date.

The monitors shall be retained and maintained on site for the duration of the development works in accordance with the details thus approved.

Reason: To safeguard the amenity of adjoining premises and the area generally in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan Policies.

13 Non-road mobile machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development in accordance with policy CC4 of the Camden Local Plan 2017, and policy GG3 and SI 1 of the London Plan.

- 14 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling /wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017

- 15 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the typical existing background noise level by at least 10dBA, or by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

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.

- 16 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

- 17 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 prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. 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, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 18 Prior to commencement of development , full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used [for large areas of green roof add in : and showing a variation of substrate depth with peaks and troughs]
 - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

19 Piling method statement

No piling shall take place until a Piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure and piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure.

20 SuDS: Further details

Prior to commencement of development, full details of the sustainable drainage system including an attenuation tank, blue roofs and raingardens providing in total a minimum attenuation volume of 20m³, shall be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of a building or in any utility plant susceptible to water, and shall demonstrate the run off rates approved by the Local Planning Authority (1l/s). A revised drainage statement, SuDS pro-forma and supporting evidence should be provided, which include:

- The proposed SuDS or drainage measures including storage capacities
- The proposed surface water discharge rates or volumes

Details shall include a lifetime maintenance plan, and systems shall thereafter be retained and maintained in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies.

21 SuDS: Evidence of installation

Prior to occupation, evidence that the system has been implemented in accordance with the approved details as part of the development shall be submitted to the Local Planning Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies

22 Obscure glazing

Prior to the occupation of the development hereby permitted, the windows on the proposed north elevation, as labelled on drawing PL_A_3002-PP2, shall be fitted with obscure glass be bottom hung, and the window shall be retained as such for the duration of the development.

Reason: In order to prevent unreasonable overlooking of neighbouring premises and in particular the adjacent school, in accordance with policy A1 of the Camden Local Plan 2017.

23 ASHP Active cooling disabled

Prior to first use of the air source heat pump hereby approved, the active cooling function shall be disabled on the factory setting and the air source heat pump shall be used for the purposes of heating only.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with policy CC1 and CC2 of the London Borough of Camden Local Plan 2017.

24 **Need for a legal agreement

In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be commenced on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with ** in the planning permission granted on 16/02/2024 (Camden reference 2023/4241/P) and those obligations shall apply to all conditions below marked with **.

Reason: In order to define the permission and to secure development in accordance with the objectives of the development plan.

25 ** Car free

The proposals will be car free. Future occupants will not be eligible for a parking permit.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with policy T2 of the London Borough of Camden Local Plan 2017.

26 **Construction Management Plan + Implementation support contribution + bond + Construction working group

Prior to commencement of development, including demolition, a Construction Management Plan (CMP) including an Air Quality Assessment) shall be submitted to and approved by the local planning authority.

The CMP shall set out all 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.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition and construction periods and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents and the Gloucester House school, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction and demolition activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

The measures contained in the Construction Management Plan shall at all times remain implemented during all works of construction and demolition. Where separate Construction Management Plans are submitted for the demolition and the construction phases the provisions of this condition will apply to both plans.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with policy T1 of the Camden Local Plan 2017.

27 ** Pedestrian and Environmental Improvements contribution

On or prior to Implementation, confirmation that the necessary measures for the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy T1 of the Camden Local Plan 2017.

28 ** Highways works

On or prior to the Implementation Date, confirmation that the necessary measures to secure highways improvements around the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy T1 of the Camden Local Plan 2017.

29 **Carbon offset contribution

On or prior to Implementation, confirmation that the necessary measures for the provision for carbon offsetting including GLA carbon emissions spreadsheets shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies CC1 and CC2 of the Camden Local Plan 2017.

30 ** Local employment

Prior to commencement the applicant and/or developer shall:

" work to CITB benchmarks for local employment when recruiting for construction-related jobs as per clause 8.28 of CPG8.

" advertise all construction vacancies and work placement opportunities exclusively with the King's Cross Construction Skills Centre for a period of 1 week before marketing more widely.

" Recruit 2 construction or non-construction apprentices, and pay the council a support fee of £1,700 per apprentice as per clause 8.17 of CPG8. Recruitment of construction apprentices should be conducted through the Council's King's Cross Construction Skills Centre.

" If the value of the scheme exceeds £1 million, the applicant and/or developer must also sign up to the Camden Local Procurement Code, as per section 8.19 of CPG8.

" The applicant and/or developer shall provide a local employment, skills and local supply plan setting out their plan for delivering the above requirements in advance of commencing on site.

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policy E1 of the Camden Local Plan 2017.

31 **Affordable Housing Plan

The development hereby approved shall provide 14 residential units (Class C3) consisting of 6 market units, 2 social affordable rent and 6 discount market sale.

The affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented and intermediate housing in accordance with the targets set by the Regulator; not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and communities Agency or the Regulator or the Council. The total cost of rent and service and management charges for the affordable housing shall meet targets for Social Rented Housing set by the regulator.

The DMS flats shall be:

- " sold at a minimum initial discount of 30% below open market value
- " initial discount to be maintained for initial and future purchasers in perpetuity
- " eligibility to be limited to households with a gross income not exceeding £90,000 per annum, or such other income cap as may be included in the London Plan 2021 and successor policies or included the government's planning practice guidance for housing of this type

Reason: To secure the maximum reasonable and viable provision of affordable housing on the site of the development hereby permitted in accordance with the requirements of policies H4 and H5 of the London Borough of Camden Local Plan 2017 and policies H4, H5 and H8 of the London Plan 2021.

32 **Open space contribution

On or prior to Implementation, confirmation that the necessary measures for the provision of open space improvements in the vicinity of the Development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy A2 of the Camden Local Plan 2017.

33 **Basement Construction Plan

Prior to Implementation, a Basement Construction Plan shall be submitted to and approved in writing by the Local Planning Authority.

Reason: Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

34 **Energy and sustainability plans

On or prior to Implementation, the submission of an energy and sustainability plan demonstrating how the cooling hierarchy has been applied to achieve a 68% carbon reduction with 18% at Be lean and 50% at Be Green stages.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies CC1 and CC2 of the 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 proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 3 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.
- 4 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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

- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 Mitigation measures to control construction-related air quality impacts should be secured within the Construction Management Plan as per the standard CMP Pro-Forma. The applicant will be required to complete the checklist and demonstrate that all mitigation measures relevant to the level of identified risk are being included.
- 7 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
- 8 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk . Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.
- 9 Conditions marked with **
The matters covered by conditions marked with an ** are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document.

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

SCHEDULE 3

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

SCHEDULE 4

BURLAND CATEGORY DAMAGE

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion, Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Figure 11 Camden Planning Guidance, Basements 2018

SCHEDULE 5

SOCIAL-AFFORDABLE RENTED HOUSING EXEMPTIONS

RELEVANT DEFINITIONS

“Charge”

means a mortgage, charge or other security or loan documentation granting a security interest in the Social-Affordable Rented Housing Units (or any number of them) in favour of the Chargee

“Chargee”

means any mortgagee or chargee of the Registered Provider of the Social-Affordable Rented Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

“Date of Deemed Service”

means, in each instance where a Chargee has served a Default Notice under paragraph 1.1(a) of this Schedule:

- (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at 5 Pancras Square, London, N1C 4AG during opening hours, the date on which the Default Notice is so delivered if it is delivered prior to 4pm or the following Working Day if it is delivered after 4pm; or
- (b) in the case of service by using first class registered post to the Council's offices at Camden Town Hall, Judd Street, London

WC1H 9LP, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)

“Default Notice”

means a notice in writing served on the Council by the Chargee under paragraph 1.1(a) of this Schedule of the Chargee’s intention to enforce its security over the relevant Social-Affordable Rented Housing Units

“Intention Notice”

means a notice in writing served on the Chargee by the Council under paragraph 1.2 of this Schedule that the Council is minded to purchase the relevant Social-Affordable Rented Housing Units

“Moratorium Period”

means, in each instance where a Chargee has served a Default Notice under paragraph 1.1(a) of this Schedule the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)

“Option”

means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 1.3 of this Schedule for the purchase of the Social-Affordable Rented Housing Units

“Sums Due”

means all sums due to a Chargee of the Social-Affordable Rented Housing Units pursuant to the

terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses

“Working Day”

means any day except Saturday, Sunday and any bank or public holiday

1 CHARGE

1.1 The restrictions contained in clause 4.1 (Part 1) of this Agreement shall not be binding upon a Chargee PROVIDED THAT a Chargee must:

(a) serve a Default Notice on the Council by delivery by hand to the Council's offices at 5 Pancras Square, London, N1C 4AG during opening hours or using first class registered post to the Council's offices at Camden Town Hall, Judd Street, London WC1H 9LP in either case addressed to the following recipients with a copy of the same notice sent for information only by email to the Planning Obligations Monitoring Officer to PlanningObligations@camden.gov.uk:

- i. The Chief Executive;
- ii. Chief Planning Officer;
- iii. The Borough Solicitor;
- iv. The Head of Development Management;
- v. The Housing Commissioning and Partnership Manager; and
- i. The Planning Obligations Monitoring Officer

prior to seeking to dispose of the relevant Social-Affordable Rented Housing Units;

- (b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Social-Affordable Rented Housing Units; and
- (c) subject to paragraph 1.6 below, not exercise its power of sale over or otherwise dispose of the relevant Social-Affordable Rented Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 1.3 below.

- 1.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 1.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Social-Affordable Rented Housing Units which shall contain the following terms:
- (a) the sale and purchase will be governed by [the Standard Commercial Property Conditions (Third Edition – 2018 Revision)] (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - (b) the price for the sale and purchase will be agreed in accordance with paragraph 1.4.(b) below or determined in accordance with paragraph 1.5 below;
 - (c) provided that the purchase price has been agreed in accordance with paragraph 1.4(b) below or determined in accordance with paragraph 1.5 below, but subject to paragraph 1.3(d) below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Social-Affordable Rented Housing Units at any time prior to the expiry of the Moratorium Period;u
 - (d) the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - (e) any other terms agreed between the parties to the Option (acting reasonably).
- 1.4 Following the service of the Intention Notice:
- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Social-Affordable Rented Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - (b) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Social-Affordable Rented Housing Units, which shall be the higher of:

- (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Social-Affordable Rented Housing Units contained at clause 4.1 (Part 1) of this Agreement; and
- (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

1.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 1.4(b)(i) above:

- (a) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 1.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Social-Affordable Rented Housing Units by this Agreement;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the

Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and

- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

1.6 The Chargee may dispose of the relevant Social-Affordable Rented Housing Units free from the obligations and restrictions contained in clause 4.1 (Part 1) of this Agreement which shall determine absolutely in respect of those Social-Affordable Rented Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Social-Affordable Rented Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

1.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 1.1 to 1.6 above (inclusive).

2. TENANTS

2.1 The restrictions contained in Clause 4.1 (Part 1) of this Agreement shall not be binding upon any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and charges) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy (including the preserved right to buy) pursuant to the Housing Act 1985 (or an statutory successor thereto) or any other statutory provision for the time being in force in respect of any Social-Affordable Rented Housing Units.

2.2 The relevant Registered Provider shall use all reasonable endeavours to apply *the monies* received by the Registered Provider in respect of the sale of any Social-

Affordable Rented Housing Units to such a tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

SCHEDULE 6

LOCAL PROCUREMENT STRATEGY

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden community strategies and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 obligations attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Camden Planning Guidance: Employment Sites and Business Premises (adopted March 2018) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the Greater London Authority

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require Owners to inform them that they also fall under the provisions of this s106

on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

SCHEDULE 7

DISCOUNTED MARKET SALE HOUSING UNITS

PART 1 – DISPOSAL

- 1.1 The Discounted Market Sales Housing Units shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as Discounted Market Sale Housing to a person or person(s) meeting the eligibility criteria approved by the Council in the Discounted Market Sale Housing Scheme.
- 1.2 Subject to the following provisions of this Schedule, no Discounted Market Sales Housing Unit shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Discounted Market Sale Housing Mortgagee
- 1.3 No Discounted Market Sales Housing Unit shall be **Disposed** of (whether on a first or any subsequent sale) unless and until:
- 1.3.1 the Council has confirmed that the intended purchaser meets the eligibility criteria approved by the Council as part of the Discounted Market Sale Housing Scheme (such confirmation not to be unreasonably withheld or delayed following submission of the relevant documentation to the Council evidencing the purchaser's eligibility);
- 1.3.2 the Council has been provided with evidence in the form of a solicitor's certificate that:
- a) the Discounted Market Sales Housing Unit is being Disposed of as a Discounted Market Sales Housing Unit at the Discount Fixed Percentage Rate to a purchaser approved by the Council pursuant to paragraph 1.3.1 of this Schedule;
 - b) the lease of the Discounted Market Sales Housing Unit includes:
 - i) a definition of the "Council" which shall be The London Borough of Camden;
 - ii) a definition of "Discounted Market Sale Housing Provisions" in the following terms:

"means the provisions set out in Part 2 of Clause 4.1 and in Schedule 7 of the S106 Agreement a copy of which is attached hereto as the Annexure"

iii) a definition of "S106 Agreement":

"the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the **Council [and] (2) [and (3)]**";

iv) a provision that the Discounted Market Sales Housing Unit is sold subject to and with the benefit of the Discounted Market Housing Sale Provisions and the lessee acknowledges that it may not transfer or otherwise Dispose of the Discounted Market Sales Housing Unit or any part of it other than in accordance with the Discounted Market Housing Sale Provisions; and

v) a copy of the Discounted Market Housing Sale Provisions in an Annexure; and

1.3.3 the Council has issued the Compliance Certificate in accordance with provisions of paragraph 1.4 of this Schedule 7.

1.4 The Council hereby covenants that (subject to the Council having approved the intended purchaser's eligibility pursuant to the provisions of paragraph 1.3.1 and subject to being satisfied with the contents of the solicitor's certificate provided pursuant to paragraph 1.3.2) it shall:

- a) issue the Compliance Certificate; and
- b) a certificate sufficient to satisfy the requirements of the restriction referred to in paragraph 1.4 below (if applicable)

as soon as reasonably practicable and in any event within twenty eight (28) days of being provided with the satisfactory solicitor's certificate required pursuant to paragraph 1.3.2 above.

1.5 On the first Disposal of each and every Discounted Market Sale Housing Unit to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that Discounted Market Sale Housing Unit of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed

by an appropriately authorised signatory of the London Borough of Camden of Town Hall, Judd Street, London WC1H 9LP that the provisions of paragraph 1.3 of Schedule 7 of the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and (3)] have been complied with or that they do not apply to the disposition”.

1.6 The owner of a Discounted Market Sales Housing Unit (which for the purposes of this clause and the remaining provisions in this Part 1 shall include the Owner and any Discounted Market Sale Housing Owner) may apply to the Council to Dispose of it other than as a Discounted Market Sales Housing Unit on the grounds that either:

- a) the Dwelling has been actively marketed as a Discounted Market Sales Housing Unit for six (6) months in accordance with paragraph 1.1 of this schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a Discounted Market Sales Housing Unit but it has not been possible to Dispose of that Dwelling as a Discounted Market Sales Housing Unit in accordance with paragraphs 1.2 and 1.3; or
- b) requiring the Discounted Market Sales Housing Owner to undertake active marketing for the period specified in paragraph 1.6(a) before being able to Dispose of the Dwelling other than as a Discounted Market Sales Housing Unit would be likely to cause the Discounted Market Sales Housing Owner undue hardship.

1.7 Upon receipt of an application served in accordance with paragraph 1.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to the Council at the Discount Market Price.

1.8 If the Council is satisfied that either of the grounds in paragraph 1.6 above have been made out it shall confirm in writing as soon as reasonably practicable and in any event within twenty eight (28) days of receipt of the written request made in accordance with paragraph 1.6 that the relevant Dwelling may be Disposed of:

- a) to the Council at the Discount Market Price; or
- b) (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a Discounted Market Sales Housing Unit

and on the issue of that written confirmation the obligations in this Deed which apply to Discounted Market Sales Housing Units shall cease to bind and shall no longer affect that Dwelling apart from paragraph 1.10 which shall cease to apply on receipt of the Discounted Market Sale Contribution by the Council where the relevant Dwelling is disposed of other than as a Discounted Market Sale Housing Unit

1.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 1.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 1.6 serve notice on the Owner or the Discounted Market Sale Housing Owner (as the case may be) setting out the further steps it requires the Owner or the Discounted Market Sale Housing Owner to take to secure the Disposal of the relevant Dwelling as a Discounted Market Sales Housing Unit and the timescale (which shall be no longer than six (6) months). If at the end of that period the Owner or the Discounted Market Sale Housing Owner (as the case may be) has been unable to Dispose of the Dwelling as a Discounted Market Sales Housing Unit he may serve notice on the Council in accordance with paragraph 1.6 following which the Council must as soon as reasonably practicable and in any event within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a Discounted Market Sales Housing Unit and the obligations in this Deed contained in clause 4.1 Part 2 – Discounted Market Sale Housing Units and provisions of this Schedule 7 which apply to Discounted Market Sales Housing Units shall cease to bind and shall no longer affect that Dwelling (apart from paragraph 1.10 which shall cease to apply on receipt of the Discounted Market Sale Contribution by the Council where the relevant Dwelling is disposed of other than as a Discounted Market Sales Housing Unit).

1.10 Where a Dwelling is not Disposed of:

- (a) as a Discounted Market Sales Housing Unit; or
- (b) to the Council at the Discount Market Price in accordance with paragraphs 1.6 or 1.7 or 1.8 or 1.9 above

the Owner of the Discounted Market Sales Housing Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Discounted Market Sale Contribution.

1.11 Upon receipt of the Discounted Market Sale Contribution the Council shall apply all monies received towards the provision of Affordable Housing.

- 1.12 Any person who purchases a Discounted Market Sale Housing Unit free of the restrictions in this Schedule 7 of this Agreement pursuant to the provisions in paragraphs 1.8 and 1.9 shall not be liable to pay the Discounted Market Sale Contribution to the Council.

PART 2 - USE

- 2.1 Each Discounted Market Sales Housing Unit shall be used only as the main residence of the Discounted Market Sale Housing Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 2.2 – 2.4 of this Part 2 of this Schedule 7 below.
- 2.2 A Discounted Market Sale Housing Owner may let or sub-let their Discounted Market Sales Housing Unit for a fixed term of no more than two (2) years, provided that the Discounted Market Sale Housing Owner notifies the Council in writing before the Discounted Market Sales Housing Unit is occupied by the prospective tenant or sub-tenant. A Discounted Market Sale Housing Owner may let or sub-let their Discounted Market Sales Housing Unit pursuant to this paragraph more than once during that Discounted Market Sale Housing Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a Discounted Market Sale Housing Owner's period of ownership may not exceed two (2) years.
- 2.3 A Discounted Market Sale Housing Owner may let or sub-let their Discounted Market Sales Housing Unit for any period provided that the Discounted Market Sale Housing Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the Discounted Market Sale Housing Owner is required to live in accommodation other than their Discounted Market Sales Housing Unit for the duration of the letting or sub-letting for the purposes of employment;
 - b) the Discounted Market Sale Housing Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;

- c) the Discounted Market Sale Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the Discounted Market Sale Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the Discounted Market Sale Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the Discounted Market Sale Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

2.4 A letting or sub-letting permitted pursuant to paragraph 2.2. or 2.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discounted Market Sales Housing Unit on terms which expressly prohibit any further sub-letting.

2.5 Nothing in this Part 2 of this Schedule 7 prevents a Discounted Market Sale Housing Owner from renting a room within their Discounted Market Sales Housing Unit or from renting their Discounted Market Sale Housing Unit as temporary sleeping accommodation provided that the Discounted Market Sales Housing Unit remains at all times the Discounted Market Sale Housing Owner's main residence.

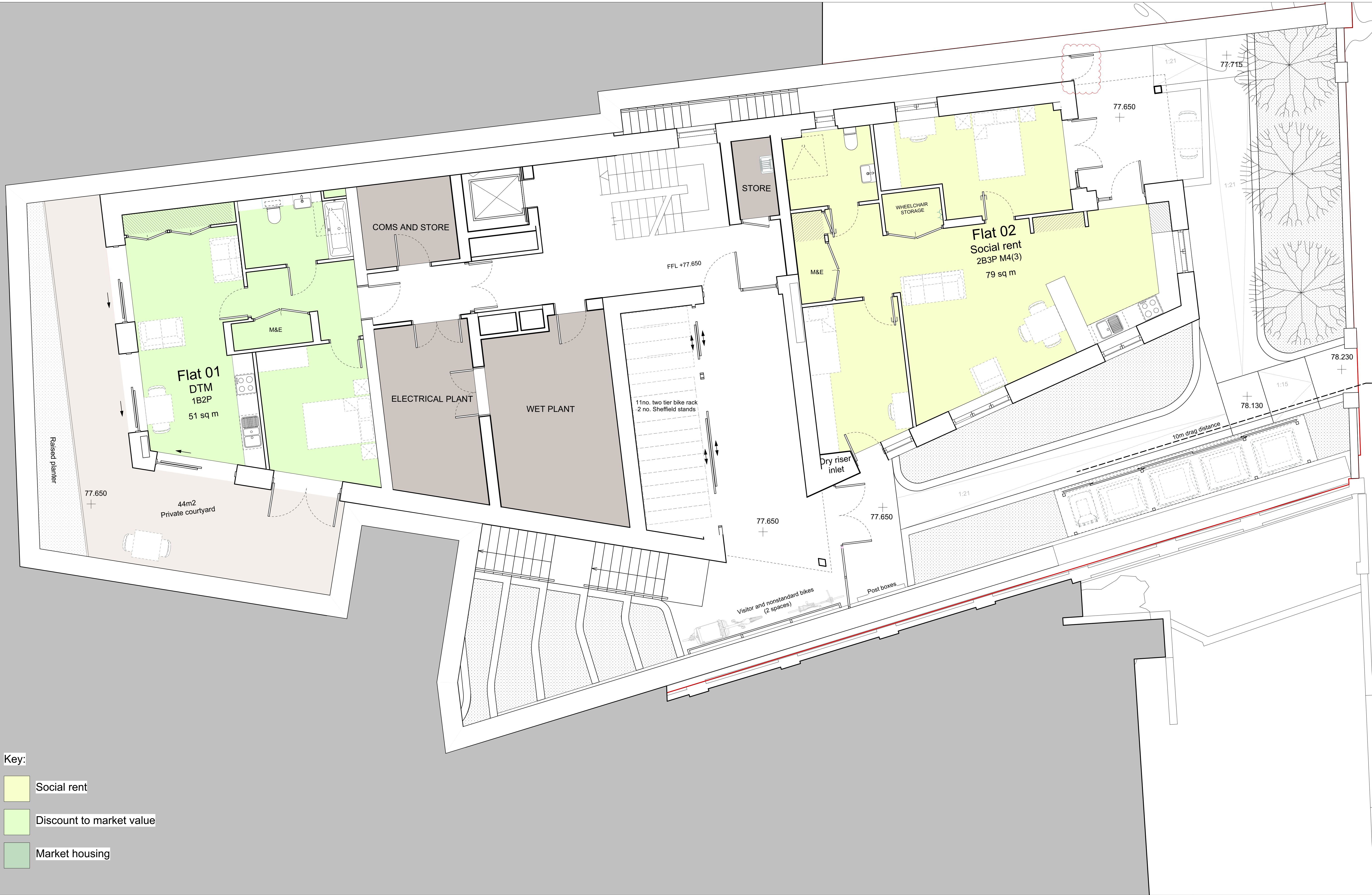
PART 3 - MORTGAGEE EXCLUSION

The obligations in Parts 1 - 3 of this Schedule 7 of this Deed in relation to Discounted Market Sales Housing Unit(s) shall not apply to any Discounted Market Sale Housing Mortgagee or any receiver (including an administrative receiver) appointed by such Discounted Market Sale Housing Mortgagee or any other person appointed under any security documentation to enable such Discounted Market Sale Housing Mortgagee to realise its security or any administrator (howsoever appointed) (each a **Receiver**) of any individual Discounted Market Sales Housing Unit or any persons or bodies deriving title through such Discounted Market Sale Housing Mortgagee or Receiver PROVIDED THAT:

- 3.1 such Discounted Market Sale Housing Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant Discounted Market Sales Housing Unit; and

- 3.2 once notice of intention to Dispose of the relevant Discounted Market Sales Housing Unit has been given by the Discounted Market Sale Housing Mortgagee or Receiver to the Council the Discounted Market Sale Housing Mortgagee or Receiver shall be free to sell that Discounted Market Sales Housing Unit at its full Market Value and subject only to paragraph 3.3 below
- 3.3 following the Disposal of the relevant Discounted Market Sales Housing Unit the Discounted Market Sale Housing Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and costs and expenses pay to the Council the Discount Market Housing Contribution whereupon the provisions of this Schedule shall cease to apply to the relevant Discounted Market Sales Housing Unit.
- 3.4 following receipt of notification of the Disposal of the relevant Discounted Market Sales Housing Unit the Council shall:
- a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 1.5 of Part 1 of this Schedule 7; and
 - b) apply all such monies received towards the provision of Affordable Housing.

SCHEDULE 8
PLAN 2



Key:

- Social rent
- Discount to market value
- Market housing

PP3 25/02/2025 Planning application - tenure key added
PP2 15/12/2023 Planning Application
PP1 03/10/2023 Planning Application

N

0 2.5 M

Daleham Gardens Daleham Gardens, London		Mole Architects Floor 2, 52 Burling Street Cambridge CB1 1BU Tel: 01223 913012 www.molearchitects.co.uk
Job no. 2102 dwg.No PL_A_999		
Title Proposed Lower Ground Floor Plan		PP
Status PLANNING	Rev PP	PP3
Scale 1:50@A1/1@100@A3	Date 03/10/2023	

DO NOT SCALE FROM THIS DRAWING. VERIFY ALL DIMENSIONS ON SITE. DRAWING SHOULD BE READ IN CONJUNCTION WITH INFORMATION FROM ALL OTHER DESIGN CONSULTANTS AND CONTRACTORS. ALL DRAWINGS IN DIGITAL FORMAT ARE FOR REFERENCE ONLY.

Mole



Key:

- Social rent
- Discount to market value
- Market housing



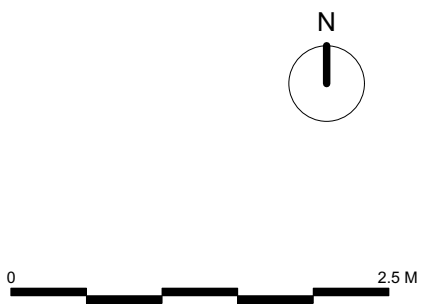
Key:

Social rent

Discount to market value

Market housing

PP3 25/02/2025 Planning application - tenure key added
PP2 02/02/2024 Planning application ammendments - updates to windows to mitigate overlooking to north
PP1 03/10/2023 Planning Application



Daleham Gardens Daleham Gardens, London		Mole Architects Floor 2, 52 Burlingh Street Cambridge CB1 1JL Tel: 01223 913012 www.molearchitects.co.uk	
Job no.	2102		
dwg.No	PL_A_1002	PP Proposed Second Floor Plan	
Title		PP	
Status	PLANNING	Rev	
Scale	1:50@A1/1@100@A3	PP3	
Date	03/10/2023	DO NOT SCALE FROM THIS DRAWING. VERIFY ALL DIMENSIONS ON SITE. DRAWING SHOULD BE READ IN CONJUNCTION WITH INFORMATION FROM ALL OTHER DESIGN CONSULTANTS AND CONTRACTORS. ALL DRAWINGS IN DIGITAL FORMAT ARE FOR REFERENCE ONLY.	

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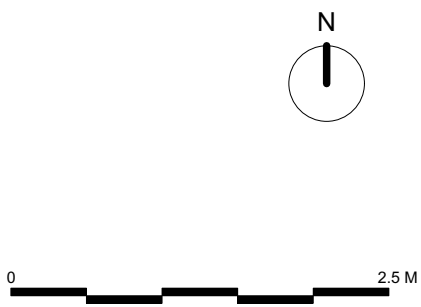
Key:

Social rent

Discount to market value

Market housing

PP3 25/02/2025 Planning application - tenure key added
PP2 02/02/2024 Planning application ammendments - updates to windows to mitigate overlooking to north
PP1 03/10/2023 Planning Application

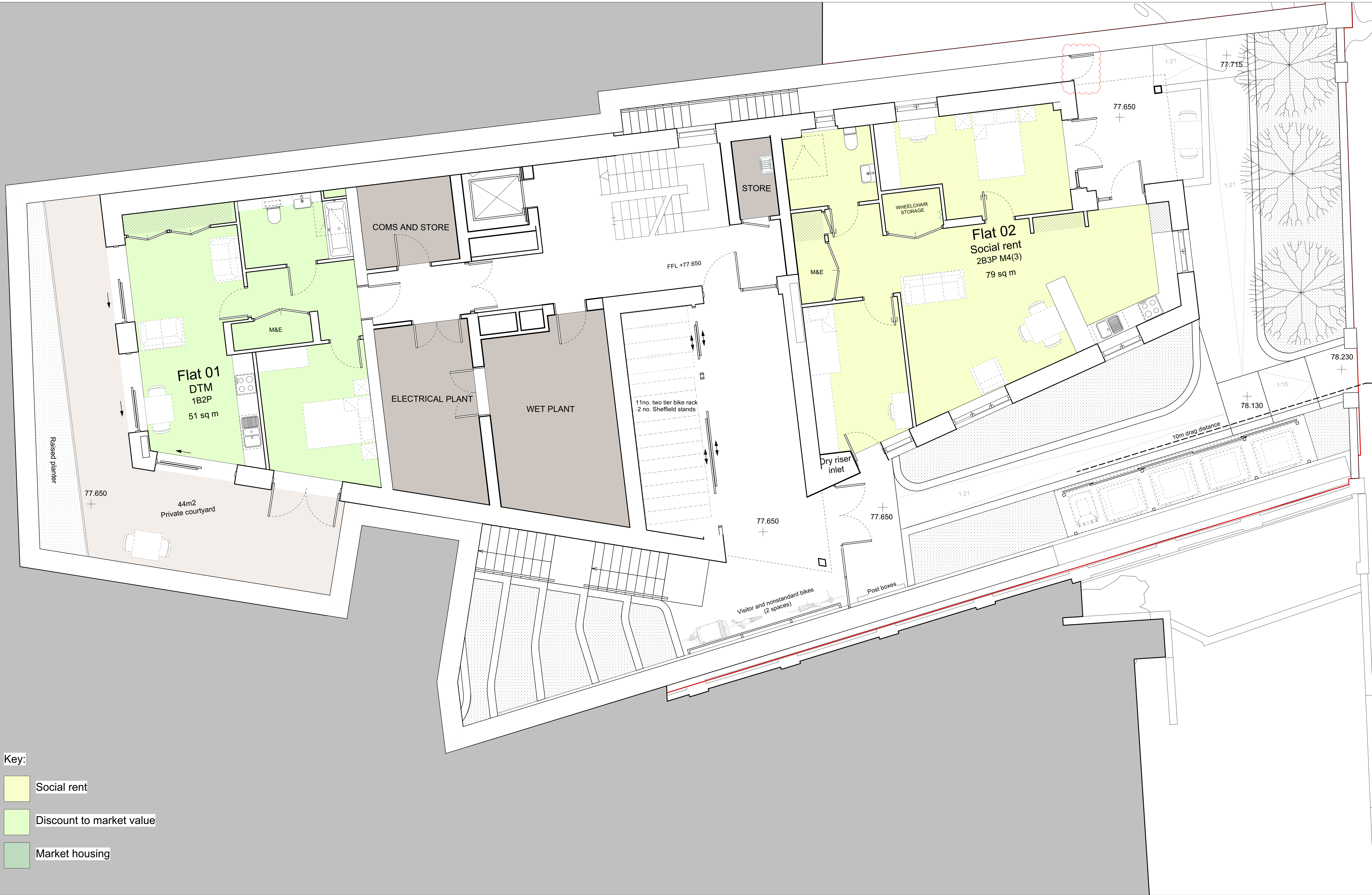


Daleham Gardens Daleham Gardens, London		Mole Architects Floor 2, 52 Burling Street Cambridge CB1 1JL Tel: 01223 913012 www.molearchitects.co.uk	
Job no.	2102		
dwg.No	PL_A_1001	PP	
Title		Proposed First Floor Plan	
Status	PLANNING	Rev	PP
Scale	1:50@A1/1@100@A3	PP3	
Date	03/10/2023		

DO NOT SCALE FROM THIS DRAWING. VERIFY ALL DIMENSIONS ON SITE. DRAWING SHOULD BE READ IN CONJUNCTION WITH INFORMATION FROM ALL OTHER DESIGN CONSULTANTS AND CONTRACTORS. ALL DRAWINGS IN DIGITAL FORMAT ARE FOR REFERENCE ONLY.

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SCHEDULE 9
PLAN 3



Key:

- Social rent
- Discount to market value
- Market housing

PP3 25/02/2025 Planning application - tenure key added
PP2 15/12/2023 Planning Application
PP1 03/10/2023 Planning Application

N

0 2.5 M

Daleham Gardens Daleham Gardens, London		Mole Architects Floor 2, 52 Burrell Street Cambridge CB1 1BU Tel: 01223 913012 www.molearchitects.co.uk
Job no. 2102 dwg.No PL_A_999		
Title Proposed Lower Ground Floor Plan		PP
Status PLANNING	Rev PP	PP3
Scale 1:50@A1/1@100@A3	Date 03/10/2023	

DO NOT SCALE FROM THIS DRAWING. VERIFY ALL DIMENSIONS ON SITE. DRAWING SHOULD BE READ IN CONJUNCTION WITH INFORMATION FROM ALL OTHER DESIGN CONSULTANTS AND CONTRACTORS. ALL DRAWINGS IN DIGITAL FORMAT ARE FOR REFERENCE ONLY.

Mole



Key:

- Social rent
- Discount to market value
- Market housing