

DATED

11th June

2013

**(1) ALISON SUE TERESA SOLNICK, JENNIFER SARAH GAY BARNETT, GILLIAN  
BARBARA SOLNICK and TIMOTHY ALAN GENE SOLNICK**

**and**

**(2) BARCLAYS BANK PLC**

**and**

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

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

**relating to land known as**

**Land to the rear of 87-93 Kingsgate Road, London NW6 4JY  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962

THIS AGREEMENT is made the 11th day of June 2013

**BETWEEN:**

- i. **ALISON SUE TERESA SOLNICK, JENNIFER SARAH GAY BARNETT, GILLIAN BARBARA SOLNICK and TIMOTHY ALAN GENE SOLNICK** care of T A G Solnick, Roger la Borde, 87 Kingsgate Road, London NW6 4JY (hereinafter called "the Owner") of the first part
- ii. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of Barclays Loan Servicing Centre, P.O. Box 299, Birmingham B1 3PF (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property which forms part of Title Numbers NGL49433, 225629, 227955 and NGL612783 subject in each case to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 22 June 2012 and the Council resolved to grant permission conditionally under reference number 2012/2609/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 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 legal charges registered under Title Numbers NGL49433 (dated 6 April 2007), 225629 (dated 6 April 2007), 227955 (dated 1 February 2005) and NGL612783 (dated 1 March 2005) (hereinafter called "the Legal Charges") 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 | "the Act"         | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | "the Agreement"   | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.3 | "the Development" | erection of a 2 storey 3-bedroom single family dwelling house (Class C3) as shown on the Site Location Plan and drawing numbers 11-0153; Le_001; Ls_001; Ls_002; Lp_00L; Lp_00SX; Lp_00TREE; Lp_00S; Lp_00G; Lp_001; Lp_00R as well as Planning Statement/Existing Tree Survey/Design and Access Statement/Lifetime Homes Audit by AAVA Ltd (05/2012); Code for Sustainable Homes by Energycount (07/06/2012) |

2.4 "the Highways Contribution"

the sum of £8,076 (eight thousand and seventy six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following

- (i) Removal only of the redundant vehicular crossover adjacent to the Development;
- (ii) extending the parking bay accordingly (only adjacent in the Development restricted by the crossover referred to above);
- (iii) repaving the footway on Messina Avenue adjacent to the Development; and
- (iv) carrying out any repairs or reinstatements necessary to vehicle crossovers etc as a result of the Development

("the Highways Works") 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

2.5 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references

to "Implementation" and "Implement" shall be construed accordingly

2.6 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.5 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.6 "the Parties"

mean the Council the Owner and the Mortgagee

2.7 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 22 June 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/2609/P subject to conclusion of this Agreement

2.8 "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

2.9 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.10 "the Property" the land known as the land to the rear of 87-93 Kingsgate Road the same as shown outlined in red on the plan annexed hereto
- 2.12 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.13 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.14 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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 shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

**CAR FREE**

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently in respect of the Development but shall apply only to the Development and shall not affect any parts

of the Property which are outside the Development or the remainder of title numbers NGL49433, 225629, 227955 and NGL 612783 which are outside the Development.

- 4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

#### **HIGHWAY CONTRIBUTION**

- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

#### **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 2012/2609/P the date upon which the Development is 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 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 Head of Legal Services 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 to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2012/2609/P.

- 5.7 Payment of the financial contribution pursuant to Clause 4.4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause ZN583ZL065 of this Agreement to which such Contribution relates quoting the Income Code or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 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.
- 5.8 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 Central Statistical Office 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
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/2609/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property provided that if the Development is separately registered under a new title number and this agreement is registered in the charges register of the new title the Council hereby covenants to consent to an application by the Owner to the Chief Land Registrar of the Land Registry to remove the entry from the charges register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor 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 Development 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.

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.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY  
ALISON SUE TERESA SOLNICK  
in the presence of:

Witness Signature

Witness Name

SACHA ARMITAGE

Address

62 DOWNHILLS AVENUE, TOTTENHAM, N17 6LG

Occupation

ADMINISTRATOR

EXECUTED AS A DEED BY  
JENNIFER SARAH GAY BARNETT  
in the presence of:

Witness Signature

Witness Name

SACHA ARMITAGE

Address

62 DOWNHILLS AVENUE, TOTTENHAM, N17 6LG

Occupation

ADMINISTRATOR

EXECUTED AS A DEED BY  
GILLIAN BARBARA SOLNICK  
in the presence of:

Witness Signature

Witness Name

SACHA ARMITAGE

Address

62 DOWNHILLS AVE TOTTENHAM, N17 6LG

Occupation

ADMINISTRATOR

EXECUTED AS A DEED BY  
TIMOTHY ALAN GENE SOLNICK  
in the presence of:

*Tim Solnick*

*[Signature]*  
.....  
Witness Signature

Witness Name

Address

Occupation

*SACHA ARMITAGE*

*62 DOWNHILLS AVENUE, TOTTENHAM, N17 6LS*

*ADMINISTRATOR*

EXECUTED as a Deed  
By BARCLAYS BANK PLC  
By  
in the presence of:-

Signed as a deed

By Yasmi Roberts

as Attorney for

0

Barclays Bank PLC

in the presence of:-

Name *SCOTT*

Signed *[Signature]*

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

*T.M. Knowles*  
.....

Authorised Signatory





----- SITE BOUNDARY  
 ----- SITE OWNED BY CLIENT

		<b>Location Plan</b> Rear of Kingsgate Road		1:500 @ A3 1:500 @ A3 1:500 @ A3		1:500 @ A3 1:500 @ A3 1:500 @ A3	
1:500 @ A3 1:500 @ A3 1:500 @ A3		1:500 @ A3 1:500 @ A3 1:500 @ A3		1:500 @ A3 1:500 @ A3 1:500 @ A3		1:500 @ A3 1:500 @ A3 1:500 @ A3	



9/11



**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 8ND

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

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

AAVA  
31  
32 Sunbury Workshops  
Swanfield Street  
London  
E2 7LF

Application Ref: **2012/2609/P**

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:  
**Land to Rear of 87-93 Kingsgate Road**  
**London**  
**NW6 4LA**

Proposal:  
Erection of a 2 storey 3-bedroom single family dwelling house (Class C3).  
Drawing Nos: 11-0153; Le\_001; Ls\_001; Ls\_002; Lp\_00L; Lp\_00SX; Lp\_00TREE;  
Lp\_00S; Lp\_00G; Lp\_001; Lp\_00R as well as Planning Statement/Existing Tree  
Survey/Design and Access Statement/Lifetime Homes Audit by AAVA Ltd (05/2012); Code  
for Sustainable Homes by Energycount (07/06/2012)

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: 11-0153; Le\_001; Ls\_001; Ls\_002; Lp\_00L; Lp\_00SX; Lp\_00TREE; Lp\_00S; Lp\_00G; Lp\_001; Lp\_00R as well as Planning Statement/Existing Tree Survey/Design and Access Statement/Lifetime Homes Audit by AAVA ltd (05/2012); Code for Sustainable Homes by Energycount (07/06/2012)

Reason:

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

- 3 Detailed drawings (plans, sections and elevations 1:20) of the following items shall be submitted to and approved in writing by the Council prior to commencement on the relevant part of the development:

- a) windows
- b) front door

The relevant part of the works shall not be carried out otherwise than 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 CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 4 No development shall take place until full details in respect of the green roof (including species, density of planting, maintenance) in the area indicated on the approved roof plan shall be submitted to and approved in writing by the local planning authority. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 5 A sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 No development shall take place until full details of hard and soft landscaping (including the climbers on the eastern elevation of the building) and means of enclosure of all un-built, open areas have been submitted to and approved in writing by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 7 All hard and soft landscaping works subsequently approved in writing by the Council in accordance with condition 6 of this permission 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. Any trees or areas of planting 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 Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policy CS14, of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to occupation of the residential unit hereby approved the refuse and recycling storage facilities shown on the drawings hereby approved shall be provided. All refuse and recycling storage facilities shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 9 Prior to occupation of the residential unit the proposed cycle storage area as shown on the drawings hereby approved shall be provided in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of DP18 of the London Borough of Camden LDF

## Development Policies.

- 10 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

## Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 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 are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out

construction other than within the hours stated above.

3 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS4 Areas of more limited change, CS5 Managing the Impact of growth and development, CS6 Providing Quality Homes, CS11 Promoting sustainable and efficient travel, CS13 Tackling climate change through promoting higher environmental standards, CS14 Promoting high quality places and conserving our heritage, CS15 Protecting and improving our parks and open spaces and encouraging biodiversity, CS18 Dealing with our waste and encouraging recycling, CS19 Delivering and monitoring the Core Strategy and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 Making full use of Camden's capacity for housing, DP5 Homes of different sizes, DP6 Lifetime homes and Wheelchair Housing, DP16 The Transport Implications of Development, DP17 Walking, Cycling and Public Transport, DP18 Parking standards and limited availability of car parking, DP19 Managing the impact of parking, DP21 Development Connecting to the Highway Network, DP22 Promoting Sustainable Design and Construction, DP23 Water, DP24 Securing high quality design, DP26 Managing the impact of development on occupiers and neighbours. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 5 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 6 You are advised that all hard landscaping, details of which are to be submitted in accordance with Condition 6 (landscaping), should be constructed from permeable material.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**