

DATED

18 NOVEMBER

2011

(1) WOBURN ESTATE COMPANY LIMITED

and

(2) BEDFORD ESTATES NOMINEES LIMITED

and

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

A G R E E M E N T
relating to land known as

1-3 Bedford Place, London, WC1B 5JB

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1685.951_FINAL

THIS AGREEMENT is made the 18th day of November 2011

B E T W E E N:

1. **WOBURN ESTATE COMPANY LIMITED** (registered under company number 01608381) and **BEDFORD ESTATES NOMINEES LIMITED** (registered under company number 03743508) whose registered offices are at The Bedford Office, Woburn, Milton Keynes, MK17 9PQ (hereinafter collectively called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL915873.
- 1.2 The Owner is the freehold owner of 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 31st January 2011 and the Council resolved to grant permission conditionally under reference number 2011/0494/P subject to the conclusion of this legal Agreement.
- 1.4 The Application for Listed Building Consent was submitted to the Council and validated on 31st January 2011 under reference number 2011/0499/L.
- 1.5 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.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with Government policy statement PPS3 and successor documents
- 2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.4 "the Development" change of use from student accommodation (Class C2) to 3 x 1 bedroom, 3 x 2 bedroom and 3 x 3 bedroom self-contained flats (Class C3) and erection of part single, part two-storey rear extensions at lower ground/ground floor level, incorporating terraces at rear ground floor level with staircases to garden and other associated alterations (following demolition of existing rear extensions) as shown on drawing numbers 10106_PA_001; 101a; 102a; 103a; 104; 106a ; 107; 108; 111e; 112b; 201a; 401a; Arboricultural Report by Ian Keen Limited dated January 2011; Landscape Report by Livingstone Eyre Associates dated January 2011; Ecohomes

Statement by Eight Associates dated January 2011.

- 2.5 "the Education Contribution" the sum of £38,373 (thirty-eight thousand three hundred and seventy-three 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 education needs arising in the London Borough of Camden
- 2.6 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.7 "Intermediate Housing" Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.51 of the London Plan (subject to annual reviews) to include shared ownership and other sub-market rent as agreed in writing by the Council
- 2.8 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.9 "the Listed Building Consent" a listed building consent granted for the Development in the form annexed hereto

- 2.10 "the Parties" the Council and the Owner
- 2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 31st January 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/0494/P subject to conclusion of this Agreement
- 2.12 "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
- 2.13 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property" the land known as 1-3 Bedford Place, London, WC1B 5JB the same as shown shaded grey on the plan annexed hereto
- 2.15 "Registered Provider" a registered social landlord providing Affordable Housing registered as such by the Regulator
- 2.16 "Regulator" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation

- 2.17 "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
- 2.18 "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
- 2.19 "Social Rented Housing" Affordable Housing units available for rent in perpetuity such that:-
- (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;
 - (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
 - (c) the units 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 all such units within the Development
- 2.20 "Subsequent Planning Permission" a planning permission that may be granted in the event of any subsequent planning application for the further development of the Property

2.21 "the Sustainability Plan"

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 based on an assessment under the Ecohomes achieving at least a Very Good rating and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

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, and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

4.1 **AFFORDABLE HOUSING**

- 4.1.1 If at any time after the date of this Agreement a Subsequent Planning Permission is granted which gives consent to the development of additional floorspace for residential purposes and/or additional residential units it shall be subject to an agreement with the Council to secure the following:-
- 4.1.2 That an appropriate percentage of the residential units permitted by the Subsequent Planning Permission are allocated as Affordable Housing ("the Additional Affordable Housing Units") such percentage to be applied to the aggregate total of the existing residential units on the Property at the time and the Subsequent Planning Permission.
- 4.1.3 That at its own expense the Owner will commence and complete all works of construction conversion and fitting out necessary to provide the Additional Affordable Housing Units in accordance with a specification approved by a Registered Provider or the Council (acting reasonably).
- 4.1.4 Not to Occupy or allow Occupation of any of the private residential units permitted by the Subsequent Planning Permission until such time as the works of construction conversion and fitting out of the Additional Affordable Housing Units have been completed in accordance with the requirements of the Homes and Community Agency and the Council and thereafter transferred to a Registered Provider for a term not less than 125 years.

4.2 **CAR FREE**

4.2.1 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.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 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 4.2 of this Agreement.

4.3 **EDUCATION CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.4 **SUSTAINABILITY PLAN**

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

4.2.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

4.2.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.

4.2.4 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 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 2011/0494/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 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 2011/0494/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4.3 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 of this Agreement to which such Contribution relates quoting the Income Code ZN288ZL065 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.
- 5.8 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 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 AllRP figure at the date hereof ("X") is the numerator so that

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

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, 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 2011/0494/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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 and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by **WOBURN ESTATE COMPANY LIMITED** and **BEDFORD ESTATES NOMINEES LIMITED** (the Owner) in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

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

[continuation of Section 106 Agreement in relation to 1-3 Bedford Place,
London, WC1B 5JB]

EXECUTED AS A DEED BY)
WOBURN ESTATE COMPANY LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

D.H. FOX
.....

Director Signature:)

D.H. FOX
.....

Director/Secretary Name (CAPITALS))

M.C. DE RIVAZ
.....

Director/Secretary Signature:)

M.C. DE RIVAZ
.....

EXECUTED AS A DEED BY)
BEDFORD ESTATES NOMINEES)
LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

D.H. FOX
.....

Director Signature:)

D.H. FOX
.....

Director/Secretary Name (CAPITALS))

M.C. DE RIVAZ
.....

Director/Secretary Signature:)

M.C. DE RIVAZ
.....

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

[Signature]
.....

Authorised Signatory



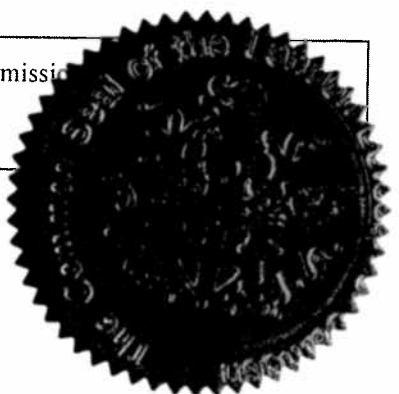
1-3 BEDFORD PLACE, LONDON, WC1B 5JB

Handwritten signature and scribbles



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Gerald Eve LLP
72 Welbeck Street
London
W1G 0AY

Application Ref: 2011/0494/P

9 June 2011

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
1-3 Bedford Place
London
WC1B 5JB

Proposal:

DECISION
Change of use from student accommodation (Class C2) to 3 x 1 bedroom, 3 x 2 bedroom and 3 x 3 bedroom self-contained flats (Class C3) and erection of part single, part two-storey rear extensions at lower ground/ground floor level, incorporating terraces at rear ground floor level with staircases to garden and other associated alterations (following demolition of existing rear extensions).

Drawing Nos: 10106_PA_001; 101a; 102a; 103a; 104; 106a ; 107; 108; 111e; 112b; 201a; 401a; Arboricultural Report by Ian Keen Limited dated January 2011; Landscape Report by Livingstone Eyre Associates dated January 2011; Ecohomes Statement by Eight Associates dated January 2011.

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 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 1989.

Reason: To ensure the preservation of the amenity value and health of the trees in accordance with the requirements of policy CS14, CS15 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.

- 3 All hard and soft landscaping works shall be carried out to a reasonable standard 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 or 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 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, CS15 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 Before the development commences, details of the proposed cycle storage area for 12 cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies..

- 5 The development hereby permitted shall be carried out in accordance with the following approved plans: 10106_PA_001; 101a; 102a; 103a; 104; 106a; 107; 108; 111e; 112b; 201a; 401a; Arboricultural Report by Ian Keen Limited dated January 2011; Landscape Report by Livingstone Eyre Associates dated January 2011; Ecohomes Statement by Eight Associates dated January 2011.

Reason:

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

Informative(s):

- 1 Reasons for granting planning permission.
- 2 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).
- 3 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

Culture and Environment Directorate

Mr Graham Oliver
Gerald Eve LLP
72 Welbeck Street
London
W1G 0AY



Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1680
Textlink 020 7974 6866

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

Application Ref: **2011/0499/L**
Please ask for: **John Sheehy**
Telephone: 020 7974 **5649**

7 November 2011

Dear Sir/Madam

DECISION

Planning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990

Listed Building Consent Granted

Address:
1-3 Bedford Place
London
WC1B 5JB

Proposal:

Erection of part single, part two-storey rear extensions at lower ground/ground floor level, incorporating terraces at rear ground floor level with staircases to garden and other associated external and internal alterations (following demolition of existing rear extensions) in connection with change of use from student accommodation (Class C2) to 3 x 1 bedroom, 3 x 2 bedroom and 3 x 3 bedroom self-contained flats (Class C3).

Drawing Nos: 10106_PA_001; 101a; 102a; 103a; 104; 106a; 107; 108; 111e; 112b; 201a; 401a.

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

Conditions And Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.



Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:
- a) Typical details of all new railings at a scale of 1:10 with finials/handrail at 1:1, including materials, finish and method of fixing into the plinth.
 - b) Plan, elevation and section drawings of all new windows and doors at a scale of 1:10 with typical moulding and architrave details at a scale of 1:1.
 - c) Plan, elevation and section drawings, including jambs, head and cill, of all new window and door openings.
 - d) Plan, elevation and section drawings of all new windows at a scale of 1:10 with typical glazing bar details at 1:1.
 - e) Samples of new facing materials including bricks and stone for external staircase and stone copings to be provided on site and retained on site during the course of the works.
 - f) Detailed drawings of all new staircases at scale of 1:10 and profile of treads at scale 1:2
 - f) Details of service runs for all new bathrooms/kitchens, demonstrating the relationship of new pipework with the structure of the building.
 - g) Detailed drawings of all new partitions within the hallway demonstrating the impacts on the principal staircases at a scale of 1:10 and junction details at scale 1:2
 - h) Detailed section drawings showing the coping profiles of the rear extensions at scale 1:5
 - i) Detailed drawings of the external steps at scale 1:10 and tread profile at scale 1:5
- The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Prior to implementation of the development detailed drawings to demonstrate how all new partitions will be scribed around cornices, skirtings and dado rails shall be submitted to and approved in writing by the Council.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 None of the boundary walls or railings at the rear of the property shall be demolished before a method statement setting out the details of how they will be taken down (by hand), securely stored (on site) and rebuilt using the same bricks,

bond, mortar mix and mortar joint profile is submitted to and approved in writing by the Council.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 All new external steps shall be constructed of stone.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Notwithstanding the drawings hereby approved Listed Building Consent is not granted for the removal of the 3 x secondary stairs at second floor level of Nos. 1-3 Bedford Place. A full justification for the removal of the staircases is required to be submitted to the local planning authority for approval in writing so that their potential removal can be fully considered.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

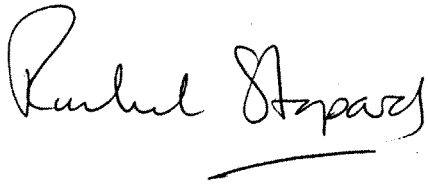
Informative(s):

- 1 Reasons for granting listed building consent.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS14 and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP25. Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations: the proposal incorporates a high standard of design having regard for local context and the special historic and architectural interest of the listed building.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully



Rachel Stopard
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

DATED

18 NOVEMBER

2011

(1) WOBURN ESTATE COMPANY LIMITED

and

(2) BEDFORD ESTATES NOMINEES LIMITED

and

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

A G R E E M E N T
relating to land known as

1-3 Bedford Place, London, WC1B 5JB

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

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