

DATED

28 October

2011

**(1) SEVEN CAPITAL (KIRBY STREET) LIMITED**

**and**

**(2) WARREN JAMES HOLDING LIMITED**

**and**

**(3) GC LAND & HOLDINGS LIMITED**

**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**  
**GRETTON HOUSE**  
**28-30 KIRBY STREET LONDON EC1N 8TE**  
**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

G:\case files\culture & env\planning\lmm\s106 Agreements\Gretton House 28-30 Kirby Street  
(CF, EC, POSC, SP, JC, HC)  
CLS/COM/LMM/1685.1001  
s106 22.08.11 FINAL

THIS AGREEMENT is made the 28 day of October 2011

**B E T W E E N:**

1. **SEVEN CAPITAL (KIRBY STREET) LIMITED** (incorporated in The British Virgin Islands with company number 108046) whose registered office is at International House 41 The Parade St. Helier Jersey JE2 3QQ care of Seven Capital 26 Calthorpe Road Edgbaston Birmingham B13 8NQ and whose address for service in the United Kingdom is care of Seven Capital Victoria House 116-118 Colmore Row Birmingham B3 3BD (hereinafter called "the Owner") of the first part
2. **WARREN JAMES HOLDING LIMITED** (company registration number 03284854) whose registered is at 7 Merseyway Stockport Cheshire SK1 1PN (hereinafter called "the First Mortgagee") of the second part
3. **GC LAND & HOLDINGS LIMITED** (registered in British Virgin Islands with company number 1621055) whose registered office is at Trident Trust Company (B.V.I.) Limited Trident Chambers Road Town Tortola British Virgin Islands whose address for service in the United Kingdom is Victoria House 116-118 Colmore Row Birmingham B3 3BD (hereinafter called "the Second Mortgagee") of the third part
4. **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 **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL325583.
- 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 29 March 2011 and the Council resolved to grant permission conditionally under reference number 2011/1411/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 First Mortgagee as mortgagee under a legal charge registered under Title Number NGL325583 and dated 13 May 2011 is willing to enter into this Agreement to give its consent to the same.
- 1.8 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL325583 and dated 13 May 2011 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 "Business 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 businesses of the locality in which the Development is situated
- 2.4 "Business 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 a Business Parking Bay
- 2.5 "the Development" alterations and additions in association with the change of use from office use (Class B1) at 5th and 6th floor levels to provide 5 (1x1-bed & 4x2-bed) residential units (Class C3) and additional office (Class B1) accommodation, including extension/realignment works to rear at 2nd and 3rd floor levels, extension to rear at 4th and 5th floors, extension at 6th floor level; provision of terraced areas at 1st 4th 5th and 6th floor levels; alterations to ground floor entrance; recladding of exterior of building and associated alterations as shown on drawing numbers:- site location plan; 736\_PL\_EE\_01 Rev P1; EE\_02 Rev P1; ES\_02; EX\_B1; EX\_00; EX\_01; EX\_02; EX\_03; EX\_04; EX\_05; EX\_06; S\_00; GE\_01 Rev P3; GE\_02 Rev P2; GS\_01 Rev P3; GA\_B1 Rev P2, as received 25/05/2011; GA\_00 Rev P3, as received 25/05/2011; GA\_01 Rev P2; GA\_02 Rev P1; GA\_03 Rev P1; GA\_04 Rev P1; GA\_05 Rev P2; GA\_06 Rev P3; GA\_RF Rev P1; Energy and Sustainability Strategy Rev D dated 09/03/2011; Acoustic Report Ref 11021-004B dated February 2011; Transport Statement dated March 2011; Daylight and Sunlight Report Ref 1058 dated 09/03/2011

2.6 "the Education Contribution"

the sum of £15,024 (fifteen thousand and twenty four 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

2.7 "the Environmental Contribution"

the sum of £10,000 (ten 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

2.8 "the Highways Contribution"

the sum of £8,450 (eight thousand four hundred and fifty 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 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"):-

- (a) the repaving of the Public Highway adjacent to the Property;
- (b) the removal of the existing crossover; and
- (c) any other work the Council acting reasonably requires as a result of the Development

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

2.9 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, site or soil investigations, ground investigations site survey works and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

2.10 "the Jewellery Sector Contribution"

the sum of £114,789 (one hundred and fourteen thousand seven hundred and eighty nine 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 to support initiatives to improve business and competitiveness within the Hatton Garden jewellery and allied industries

2.11 "the Level Plans"

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

2.12 "Occupation Date"

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

2.13 "the Parks and Open Space Contribution"

the sum of £6,763.50 (six thousand seven hundred and sixty three pounds and fifty 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

2.14 "the Parties"

mean the Council the Owner the First Mortgagee and the Second Mortgagee

2.15 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 29 March 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/1411/P subject to conclusion of this Agreement

2.16 "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 7.1 hereof

2.17 "the Planning Permission"

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

- 2.18 "the Property" the land known as Gretton House 28-30 Kirby Street London EC1N 8TE the same as shown shaded grey on the plan annexed hereto
- 2.19 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.20 "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
- 2.21 "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
- 2.22 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-
- (a) an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
  - (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body 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; and

- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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

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 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 part of the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.7 for all relevant purposes.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 SUSTAINABILITY PLAN**

- 4.1.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.1.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.1.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.
- 4.1.4 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.

## **4.2 EDUCATION CONTRIBUTION**

- 4.2.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Education Contribution in full.
- 4.2.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full.

## **4.3 PARKS AND OPEN SPACE CONTRIBUTION**

- 4.3.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Parks and Open Space Contribution in full.
- 4.3.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Parks and Open Space Contribution in full.

## **4.4 JEWELLERY SECTOR CONTRIBUTION**

- 4.4.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Jewellery Sector Contribution in full.
- 4.4.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Jewellery Sector Contribution in full.

## **4.5 ENVIRONMENTAL CONTRIBUTION**

- 4.5.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.
- 4.5.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Environmental Contribution in full.

#### 4.6 HIGHWAYS

##### 4.6.1 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.

##### 4.6.2 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.

##### 4.6.3 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.

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

##### 4.6.5 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.

##### 4.6.6 If the Certified Sum is less than the Highways Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

#### 4.7 CAR FREE

##### **Commercial**

##### 4.7.1 To ensure that prior to occupying the ground and fourth floors of the Development each new occupant of the ground and fourth floors 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 Business Parking Permit to

park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.7.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.7.1 above will remain permanently.
- 4.7.3 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 commercial units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those commercial units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.7.1 of this Agreement

#### **Residential**

- 4.7.4 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.
- 4.7.5 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.7.4 above will remain permanently.
- 4.7.6 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 4.7.4 of this Agreement.

#### **5. OBLIGATIONS OF THE COUNCIL**

- 5.1 Upon receipt of the financial contributions pursuant to clause 4 of this Agreement the Council will apply such financial contributions towards the purpose for which they were received.

- 5.2 In the event of the Highways Contribution not being utilised in whole or in part for the purpose for which it was paid within five years from the Occupation Date then the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

6. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 6.1 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.
- 6.2 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 7.1 hereof quoting planning reference 2011/1411/P the date upon which the Development is ready for Occupation.
- 6.3 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.
- 6.4 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.
- 6.5 Submission of the Sustainability Plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document

and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2011/1411/P.

- 6.6 Payment of the financial contributions pursuant to Clause 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 of this Agreement to which such Contribution relates quoting the Income Code ZN191ZL065 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.
- 6.7 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.
- 6.8 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP 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

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

- 6.9 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.

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

- 7.1 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 2011/1411/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.5 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.
- 7.6 Neither the Owner the First Mortgagee or the Second Mortgagee nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the

Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

7.7 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.

7.8 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.

#### 8. **MORTGAGEE EXEMPTION**

8.1 The First Mortgagee and the Second Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it 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.

#### 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 Interested Party have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY**  
**SEVEN CAPITAL (KIRBY STREET) LIMITED**  
acting by a Director and its Secretary  
or by two Directors

.....  
Director

.....  
Director/Secretary

p.p  
EUROPLAN SECRETARIAL  
SERVICES LIMITED

)  
)  
)  
)  
pp  
Cygnet No.2 Ltd

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
GRETTON HOUSE 28-30 KIRBY STREET LONDON EC1N 8TE

EXECUTED AS A DEED BY )  
WARREN JAMES HOLDING LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

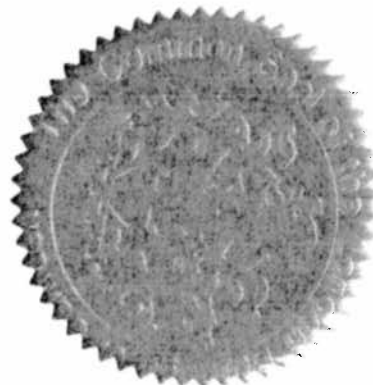
EXECUTED AS A DEED BY )  
GC LAND & HOLDINGS LIMITED )  
acting by a Director ~~and its Secretary~~ )  
~~or by two Directors in the presence of:~~ ) Director

Signature of Witness.....  
~~Director Name (Block Capitals)~~ IRFED SIMAL  
Address - APT. 802 SERLOVE HOUSE 2  
MOTOR CITY - DUBAI

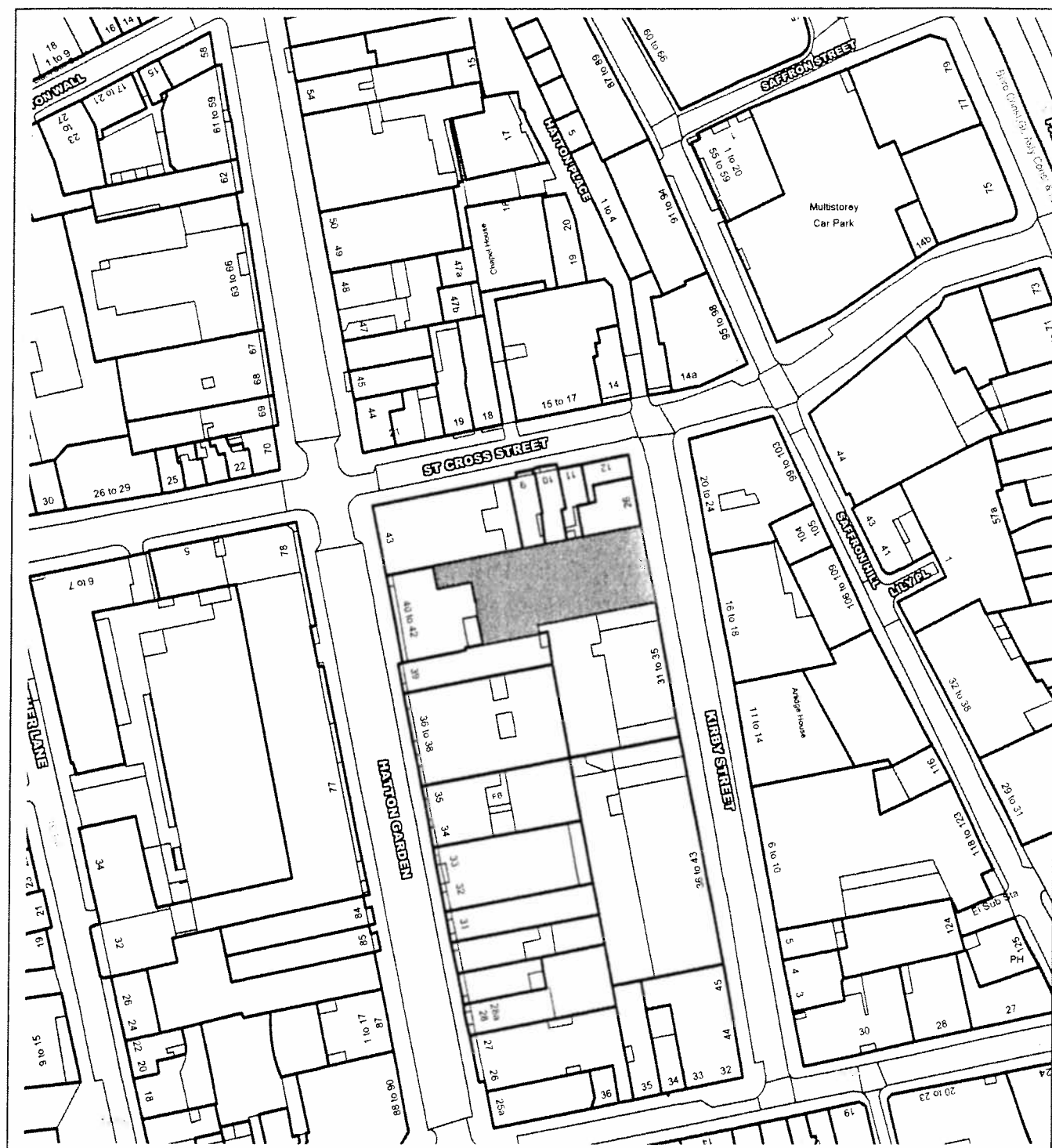
~~Director/Secretary~~

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

.....  
Authorised Signatory



# GRETTON HOUSE 28-30 KIRBY STREET, LONDON EC1N 8TE



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DP9  
100 Pall Mall  
LONDON  
SW1Y 5NQ

Application Ref: **2011/1411/P**

22 August 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:

**Gretton House**  
**28-30 Kirby Street**  
**London**  
**EC1N 8TE**

Proposal:

**DECISION**  
Alterations and additions in association with the change of use from office use (Class B1) at 5th and 6th floor levels to provide 5 (1x1-bed & 4x2-bed) residential units (Class C3) and additional office (Class B1) accommodation, including extension/realignment works to rear at 2nd and 3rd floor levels, extension to rear at 4th and 5th floors, extension at 6th floor level, provision of terraced areas at 1st, 4th, 5th and 6th floor levels, alterations to ground floor entrance, recladding of exterior of building and associated alterations.

Drawing Nos: Site location plan; 736\_PL\_EE\_01 Rev P1; EE\_02 Rev P1; ES\_02; EX\_B1; EX\_00; EX\_01; EX\_02; EX\_03; EX\_04; EX\_05; EX\_06; S\_00; GE\_01 Rev P3; GE\_02 Rev P2; GS\_01 Rev P3; GA\_B1 Rev P2, as received 25/05/2011; GA\_00 Rev P3, as received 25/05/2011; GA\_01 Rev P2; GA\_02 Rev P1; GA\_03 Rev P1; GA\_04 Rev P1; GA\_05 Rev P2; GA\_06 Rev P3; GA\_RF Rev P1; Energy and Sustainability Strategy Rev D dated 09/03/2011; Acoustic Report Ref 11021-004B dated February 2011; Transport Statement dated March 2011; Daylight and Sunlight Report Ref 1058 dated 09/03/2011.

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 3 A Sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved 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 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 4 Samples of all external facing materials shall be submitted to and be approved in writing before the relevant part of the works commence.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 5 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) framing and glazing bars for all new glazing;
- b) section through window reveals to the front (Kirby Street) elevation 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: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to the first occupation of the building a plan showing details of the brown roofs including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the brown roofs, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The brown 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 of maintenance.

Reason: To ensure that the brown roofs are suitably designed and maintained in accordance with the requirements of policies 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 & encouraging biodiversity) and CS16 (Improving Camden's health and well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

- 7 The areas specified as external terrace areas on the plans hereby approved shall only be used for such purposes; any other external area proposed shall not be used as a roof terrace, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise and disturbance of the neighbouring premises in accordance with the requirement of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before the use commences, the mechanical services equipment shall be provided with acoustic isolation and sound attenuation fully in accordance with the scheme hereby approved by the Council. The acoustic isolation shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 10 The proposed development shall not be occupied until the whole of the cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 11 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; 736\_PL\_EE\_01 Rev P1; EE\_02 Rev P1; ES\_02; EX\_B1; EX\_00; EX\_01; EX\_02; EX\_03; EX\_04; EX\_05; EX\_06; S\_00; GE\_01 Rev P3; GE\_02 Rev P2; GS\_01 Rev P3; GA\_B1 Rev P2, as received 25/05/2011; GA\_00 Rev P3, as received 25/05/2011; GA\_01 Rev P2; GA\_02 Rev P1; GA\_03 Rev P1; GA\_04 Rev P1; GA\_05 Rev P2; GA\_06 Rev P3; GA\_RF Rev P1; Energy and Sustainability Strategy Rev D dated 09/03/2011; Acoustic Report Ref 11021-004B dated February 2011; Transport Statement dated March 2011; Daylight and Sunlight Report Ref 1058 dated 09/03/2011.

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

Informative(s):

- 1 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Highways Management Team (tel: 020-7974 6956) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 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 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 4 You are advised that policy DP6 of the London Borough of Camden Local Development Framework Development Policies requires all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council will expect schemes to achieve as many features as possible to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5214) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 5 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](mailto:ppp@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://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.
- 6 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914 or by email [recycling@camden.gov.uk](mailto:recycling@camden.gov.uk) or on the website [www.camden.gov.uk/recycling](http://www.camden.gov.uk/recycling)
- 7 This permission is granted without prejudice to the possibility of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, [www.camden.gov.uk/planning](http://www.camden.gov.uk/planning) or from the Council's One Stop Reception,

Environment Department, Camden Town Hall, Argyle Street WC1H 8EQ. (Tel: 020 7974 5613 or email [env.devcon@camden.gov.uk](mailto:env.devcon@camden.gov.uk))

- 8 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 Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 9 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.
- 10 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 11 You are advised that the Council expects all development to be as sustainable and energy efficient as possible and welcomes any measures that can be introduced to facilitate this. To this end, you are encouraged to introduce measures that can practically be incorporated into the refurbishment of the building and the subsequent operation of the use.
- 12 Reasons for granting planning permission

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 (Distribution of growth), CS3 (Other highly accessible areas), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS8 (Promoting a successful and inclusive Camden economy), CS9 (Achieving a successful Central London), 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 & encouraging biodiversity), CS16 (Improving Camden's health and well-being), CS17 (Making Camden a safer place), CS18 (Dealing with our waste and encouraging recycling) and CS19 (Delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP1 (Mixed use development), DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP13 (Employment sites and premises), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of car parking), DP19 (Managing the impact of parking), DP20 (Movement of goods and materials), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and

neighbours), DP28 (Noise and vibration), DP29 (Improving access), DP30 (Shopfronts), DP31 (Provision of, and improvements to public open space and outdoor sport and recreation facilities) and DP32 (Air quality and Camden's Clear Zone).

- 13 Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- high standard of design having regard for local context; provision of additional and improvement to existing office accommodation; creation of five additional residential units; improved access for all, highways works and environmentally sustainable development measures; protection of amenity of neighbouring occupiers; financial contributions to the jewellery sector, open space, education and local pedestrian, cycle and environmental improvements.

Yours faithfully

**DRAFT**

Culture and Environment Directorate

**DECISION**





DATED

28 October

2011

(1) SEVEN CAPITAL (KIRBY STREET) LIMITED

and

(2) WARREN JAMES HOLDING LIMITED

and

(3) GC LAND & HOLDINGS LIMITED

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  
**GRETTON HOUSE**  
28-30 KIRBY STREET LONDON EC1N 8TE  
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

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(CF, EC, POSC, SP, JC, HC)  
CLS/COM/LMM/1685.1001  
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