

DATED 24 June

2010

(1) THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND

- and -

(2) INTERNATIONAL MANAGEMENT GROUP (UK) 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
KENWOOD HOUSE
HAMPSTEAD LANE, LONDON NW3 7JR
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

THIS AGREEMENT is made the 24 day of June 2010

B E T W E E N:

1. **THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND** of 23 Saville Row London W1X 1AB (hereinafter called "the Freeholder") of the first part
2. **INTERNATIONAL MANAGEMENT GROUP (UK) LIMITED** of McCormack House, Burlington Lane Chiswick London W4 2TH (hereinafter called "the Applicant") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL777209.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Applicant has an interest in the Property for the purposes of Section 106 of the Act by way of contractual relationship with the Freeholder to provide picnic concerts at the Property for the duration of the Development.
- 1.4 The Freeholder and the Applicant shall hereinafter collectively be referred to as "the Owner".
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 23 March 2010 and the Council resolved to grant permission conditionally under reference number 2010/1490/P subject to the conclusion of this legal Agreement.

- 1.6 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.
- 1.7 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:-

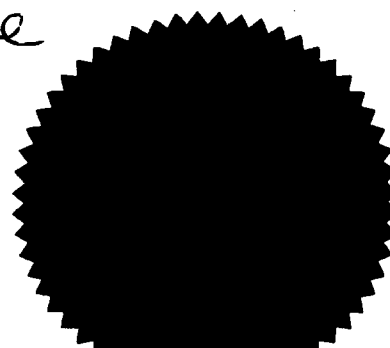
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|-----|---------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "Concert Days" | any day on which an open air concert is conducted at the Property during the period of 9 weeks between June and August 2010. |
| 2.4 | "the Development" | change of use of part of the grounds for weekend open air concerts, including erection of a stage compound and sound towers, toilets and ancillary infrastructure on the Pasture Ground, for a temporary period of 9 weeks on 8 Saturdays between June and August 2010(the last date to have a firework display) |
| 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 "Occupation Date" the first date when any part of the Property is used and/or occupied for the purposes of the Development and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Parties" mean the Council the Freeholder and the Applicant
- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 23 March 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/1490/P subject to conclusion of this Agreement
- 2.9 "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
- 2.10 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Property" the land known as Kenwood House Hampstead Lane London NW3 7JR the same as shown shaded grey on the plan annexed hereto
- 2.12 "Travel Plan" the plan annexed in the First Schedule hereto setting out a package of measures to be

**KENWOOD HOUSE, HAMPSTEAD LANE,
LONDON, NW3 7JR**



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adopted by the Owner in the management of the Property on Concert Days with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport

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.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 The Owner hereby covenants with the Council that from 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 Travel 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 Travel 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 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.
- 5.3 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 reasonably incurred expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall

specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/1490/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 (totalling no more than £1,012) incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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 the Freeholder and the Applicant 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 and the Freeholder have caused their respective common seals to be hereunto affixed and the Applicant have executed this instrument as its Deed the day and year first before written

THE COMMON SEAL OF
THE HISTORIC BUILDINGS AND
MONUMENTS COMMISSION FOR
ENGLAND LIMITED
was hereunto affixed

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W. F. L. W.

EXECUTED AS A DEED BY
INTERNATIONAL MANAGEMENT
GROUP (UK) LIMITED
acting by a Director and its Secretary
or by two Directors

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)

.....*Jeremy Cole*.....
Director

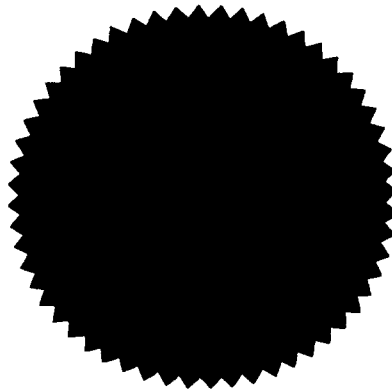
.....*T. J. S.*..... (THOMAS JEANS)

.....
Director/Secretary SIGNED UNDER POWER OF ATTORNEY
FOR JOHN HOFFHAGEN, SECRETARY
DATED 22 JUNE 2010

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

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.....*[Signature]*.....
Authorised Signatory



SCHEDULE 1
TRAVEL PLAN

KENWOOD CONCERTS 2010 – TRAVEL PLAN (DRAFT)

Purpose of Document

- 1.1 This document sets out the transport management measures applicable to the 2010 Kenwood Concerts. It is intended that the document will be used as the basis for Travel Plans submitted before the commencement of subsequent concert seasons; for example, data obtained from monitoring carried out during the concerts every year (see 1.26 and 1.27 below) will inform the annually revised Travel Plans.

Travel Plan Coordinator

- 1.2 The Travel Plan Coordinator for the 2010 Kenwood Concerts (as for 2009) is Tania Meek, who is IMG's Executive Producer for the concerts. Tania's contact details are as follows:

Email: Tania.Meek@imgworld.com; Phone: 020 8233 5118; Mobile : 07932 022 257

Police Assistance

- 1.3 The Metropolitan Police will be available as required for every concert, assisting with facilitating the arrival and dispersal of all members of the public, preventing disorder, ensuring public safety, minimising any traffic congestion to local residents, and preventing car crime. IMG will ensure that effective communication and liaison protocols are in place between police and the IMG Production and Security team in case assistance is required.
- 1.4 Subject to agreement with officers as to appropriate manning levels, it is expected that approximately 10-12 officers will be deployed from 1800hrs on the day of the concerts and will undertake the following:
- Prior to the start of the concerts traffic congestion will be kept to a minimum with officers placed at strategic points on Spaniard's Road, Hampstead Lane, and The Bishop's Avenue.
 - Assist concert-goers in crossing roads wherever necessary.
 - During the concert officers will assist with identifying vehicles parked illegally or nuisance parking.
 - After the concerts officers will be deployed to help with crowd dispersal and keep traffic congestion to a minimum.

Traffic Management

Signage

- 1.5 Kenwood House and grounds is permanently signposted using the brown on white 'visitor attraction' signs.

- 1.6 During the summer concert season the venue will be signposted in more detail providing detailed information for pedestrian and car drivers. IMG will engage Traffic Management Services Ltd to install signage for the concert up to a week before each event.
- 1.7 The schedule of the signage and the locations at which these are placed can be found at Appendix A.

Road Closures

- 1.8 A temporary prohibition of traffic order will be enforced along Spaniards Road between 18.00 and 00.00 when concerts and events are taking place at Kenwood House. The order prevents vehicles from:
- Entering Spaniards Road from its junction with North End Way
 - Waiting on the restricted area indicated by cones on the junction of Bishops Avenue and Hampstead Lane
 - Turning right out of Columbus Drive into Spaniards Road
 - Turning right out of Mount Tyndal into Spaniards Road
 - Turning left out of Spaniards End into Spaniards Road; and
 - Proceeding along Spaniards Road from the Columbus Drive to a point opposite The Spaniards Inn Public House and Toll Gate House

Congestion Management

- 1.9 During the concerts, cones will be placed from Cut Through Lane to East Lodge, in order to prevent vehicles stopping to drop concert-goers off at this entrance and the resultant unnecessary congestion at the junction of Hampstead Lane. Cones will also be placed at the junction of Hampstead Lane and The Bishop's Avenue.
- 1.10 In addition, it is expected that police officers will be present at the junction of Hampstead Lane and The Bishop's Avenue to manage traffic and prevent congestion.

Parking Management

- 1.11 IMG staff will carry out neighbourhood surveys during the concerts to identify vehicles parked illegally or in a manner that restricts access to residents' properties.
- 1.12 In the event that this occurs, announcements will be made over the P.A. system at the concert asking for the offending vehicle to be removed.
- 1.13 The Police or Camden parking officers may also issue fixed penalty notices for causing obstruction.

Information Provision

- 1.14 Concert-goers will be encouraged to travel to the concerts using public transport. The event website and all significant printed advertising material will provide Underground and Bus information and will state clearly that no on-site parking (except for those with disabilities) is available.
- 1.15 IMG will produce bespoke leaflets outlining details of the available public transport and courtesy bus, including location of Underground Stations and relevant bus routes. The leaflet will make it clear that no public parking is available on site, and only limited parking available in surrounding streets and will encourage concert-goers to use public transport and/or bicycles.
- 1.16 These leaflets will be distributed with any concert tickets that are sent out prior to the events. This information will also be made available on the event website. The leaflet for 2009 is attached in Appendix B, and the 2010 leaflet will be forwarded when available.
- 1.17 Emails will be sent to concert goers in the weeks prior to the concerts reminding them of the public transport options for getting to Kenwood and encouraging use of public transport.

Courtesy Bus Service

- 1.18 IMG/English Heritage will contract Sullivan Buses Ltd to provide a free bus service for concert-goers. This is not a pre-booked service and concert-goers are able to just get on. Because not all concert tickets are pre-sold passengers do not have to show concert tickets to board the bus.
- 1.19 Three buses will be used to shuttle concert-goers between Golders' Green Underground Station and East Finchley Underground Station via Hampstead Lane and Kenwood House.
- 1.20 The bus service will operate on a circular system and will run on concert days between 1600 and 2000 hours, and from 2200 to 2300hours.
- 1.21 IMG will station a steward at both East Finchley and Golders Green Underground Stations to direct concert-goers and to bring to their attention the availability of the bus for those attending the concert.
- 1.22 The stewards will be in direct contact with the bus drivers and will be able to provide an approximate wait time for the bus

Taxis

- 1.23 Taxis will be directed to drop passengers at the East Lodge Entrance or the Cut Through Lane entrance and will generally not be permitted to enter the site. Only in situations where taxi vehicles are causing congestion on Hampstead Lane will they be allowed to enter the site, where they can turn around and exit immediately.

- 1.24 While no specific point will be set aside for a taxi rank, both taxi drivers and concert-goers will be informed by stewards and local signage that taxi pickup and set down should be made from the East Lodge entrance as vehicles can pull in safely to drop off/pick up.

Stewards

- 1.25 Stewards will be placed at all strategic access points of the Estate to direct pedestrians to the concert area and vehicle drivers to the relevant car parking area.

Monitoring

- 1.26 IMG will continue to monitor transport issues, as follows:
- Sample counting of concert-goers utilising the free bus service and considering opportunities or demands to extend/amend the service.
 - Estimating the number of concert-goers utilising paid bus services (210), via travel surveys.
 - Monitoring parking in surrounding streets in the lead up to concert start time and during concerts to ensure that instances of illegal/nuisance/dangerous parking can be corrected as quickly as possible.
 - Usage of bicycles by concert goers, and ensuring that sufficient secure cycle parking is available.
 - Incidences of public disturbance or anti-social behaviour by concert-goers leaving the site.
 - A post-event survey will be conducted by email with concert-goers, and will focus on obtaining information about the origin of concert-goers' journeys, their transport modes and their awareness of the availability of public transport and secure cycle parking.

Results of monitoring from the previous year will be detailed in the Travel Plan submitted for the upcoming season of concerts, and any useful conclusions that can be drawn from this data will be highlighted and will guide the revisions to the latest Travel Plan.

- 1.27 This information will be used to help develop this Travel Plan further for future concert seasons by identifying if there are any key problem areas that could be addressed by the implementation of additional measures.

Cycle Parking

- 1.28 Although IMG has provided a secure cycle parking facility in 2008 and 2009 very few of the small number of cyclists attending the concerts have chosen to use the facility, preferring to secure their bicycles to fixed metal railings and fences around the site. Accordingly in 2010 no specific cycle parking facility will be provided, though IMG will monitor cycle usage and will provide a secure cycle parking facility should demand require it.

Liaison and Consultation

- 1.29 IMG will commit to undertake consultation and review exercises with the London Borough of Camden officers with regards to the operation of the concerts and their impact on the surrounding transport network.
- 1.30 The information gained from the on-going monitoring described above will be used for this process.

Compliance

- 1.31 The agreed contents of the Travel Plan must be complied with unless otherwise agreed with by the Council. IMG shall work with the Council to review this Travel Plan for every year before the first concert of each season (i.e. each calendar year). Any future revised plan must be approved by the Council and complied with thereafter.

Appendices:

Appendix A: Schedule of Signage

Appendix B: Public Transport Leaflet 2009

Mr Stephen Dee
46A Providence Square
London
SE1 2EA

Application Ref: 2010/1490/P

18 June 2010

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Land at Kenwood House
Hampstead Lane
London
NW3 7JR

Proposal:

DECISION
Change of use of part of the ground at Kenwood House, including erection of a stage compound and sound towers, toilets and ancillary infrastructure on the Pasture Ground, for a temporary period of 10 weeks on 8 Saturdays between June and August (the last date to have a firework display).

Drawing Nos: IMG letter dated 2.3.10; Section 2- Supporting Planning Statement; Plans- site plan 2010 1/9, bar detail 2/9, pedestrian access 3/9, disabled access 4/9, emergency routes 5/9, boundary 6/9, fences 7/9, south terrace 8/9, lighting 9/9; Site Damage Mitigation and Repair Plan amended February 5th 2010; Furesfen Kenwood Concerts Monitoring report Sep 2009; report on water quality at Kenwood House Sep 2009; Report on compliance with planning conditions Dec 2009; Plans of stage canopy- SE, 3D, 3Df, 3Dr, FE, P, P (all revision 6); plans of toilet marquee (2 x unnumbered A4 sheets); Section 5: Transport Statement, including Kenwood Concerts 2010 draft Travel Plan; Section 6: Noise Statement; Section 8: 2010 Operating Statements.

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 use hereby permitted is for a temporary period only and shall begin no earlier than the last week in June 2010 and shall cease on or before the first week in September 2010, at which time the site shall revert to its lawful use as open air recreation.

Reason: The Council will not wish to see the continuation at the end of the period in the light of experience of the operation of the site in order to ensure compliance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 2 The stage, sound towers and toilet structures hereby permitted are for a temporary period only; they shall be erected no earlier than the last week in June and shall be removed on or before the first week in September 2010.

Reason: The type of structures are not such as the Council is prepared to approve, other than for a limited period, in view of their appearance. The permanent retention of the structures would be contrary to the requirements of policies S1/ S2, B1, B6, B7 and B9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 The use hereby permitted shall not be carried out in accordance with the operational details (including dates and hours) specified in the "English Heritage Picnic Concerts Kenwood 2010- Operating Schedule 2010" document hereby approved. In particular only one concert shall have a firework display on 21st August 2010.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD1, SD6 and SD7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Music noise levels throughout the concerts, as measured at a point 1 metre from any sensitive facade, shall not exceed 55dB(A) over a 15 minute period. In particular the noise control and monitoring strategy during the concerts shall not be otherwise than as specified in the Noise Management Plan in Appendix 8.7 of the "Operating Schedule 2010" document hereby approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 The development shall not take place until the whole of the carparking, seating and toilets for disabled visitors as shown on the approved drawings is provided for the duration of the concert season.

Reason: To ensure that the use of the premises caters for the needs of disabled people in accordance with policy SD1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 All trees on the site, or parts of trees growing from adjoining sites, shall be retained and protected from damage to the satisfaction of the Council. Turf and trees on the site shall be protected from damage and any damaged turf shall be repaired/reinstated where necessary in accordance with the Site Damage Mitigation and Repair Plan (amended 5.2.10) hereby approved.

Reason: To ensure that the development will not have an adverse effect on the character and amenity of the area and in order to maintain the character and amenity of the area in accordance with the requirements of policies B1, N3 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The following measures relating to protection and enhancement of protected species such as bats and their habitats should be undertaken during the concert season, as recommended in the Furesfen Monitoring Report September 2009 hereby approved:
- (1) lighting and generators should not be used near the Stone bridge, ponds or the woodland edge;
 - (2) light spillage on Wood Pond behind the concert stage should be no more than 1lux. If spillage is any greater than 1lux then adjustments to the lighting and/or the provision of screening shall be made;
 - (3) bat monitoring at Kenwood should continue in accordance with the advice otherwise advised by Natural England and in accordance with the requirements of the Code of Practice for bat monitoring to enable staff at Kenwood to undertake effective bat monitoring;
 - (4) details of the feasibility of a bat hibernaculum to be created in the ice well in South Wood in the winter of 2010/11 shall be submitted to and approved by the Council and, subject to English Heritage and Natural England approval, its construction shall be completed by the end of February 2011.

Reason: To ensure that the development will not have an adverse effect on the existing protected bat colony in adjacent woods in accordance with the requirements of policies N5, N6 and N7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 The use hereby permitted shall be monitored by the applicants for the concert season in accordance with the IMG letter dated 22.3.10 hereby approved. Any changes to the operation of the scheme as a result of this monitoring shall be submitted to and approved in writing by the Council before the following year's concert season.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD1, SD6 and SD7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Please note that any approval given by the Council does not give an exemption from the requirements to comply with the Wildlife and Countryside Act 1981 (as amended), or any other Acts offering protection to wildlife. Of particular note is the protection offered to bats, birds and their nests, whilst being built or in use. For further information contact Natural England on 0300 060 2634.
- 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 The Council supports the use of recycling of bottles and cans and encourages all hotels, restaurants, pubs and public houses to do so as well. Further information can be obtained by telephoning the Council's Street environment Service (Recycling) on 0207 974 6914 or by email recycling@camden.gov.uk or on the website www.camden.gov.uk/recycling.
- 4 This permission is granted without prejudice to the necessity 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 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).
- 5 Your attention is drawn to the fact that there is a 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.
- 6 Reasons for granting permission. [Delegated]

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1,2,6,7,8; B1,6,7,9; N1,2,3,5,6,7,8; T1,2,3; C3. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.
- 7 You are advised in relation to condition 8 that any changes (as recommended by the annual monitoring) that materially alter the operation of the concert programme or the structures associated with it, as hereby approved, may need further planning permission.
- 8 In relation to condition 7 above, you are advised that results of annual monitoring should be reported at a meeting with both Natural England and Camden and

should be used to inform any amendments to operations. Further advice on the methodology and reporting of such monitoring can be sought from Kate Mitchell, Natural England (tel: 020 7932 5800) and Richard Harris, Camden's Nature Conservation Officer (tel: 020 7974 8816).

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED 24 June

2010

(1) THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND

- and -

(2) INTERNATIONAL MANAGEMENT GROUP (UK) LIMITED

- and -

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

A G R E E M E N T
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pursuant to Section 106 of the Town and Country Planning
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Head of Legal Services
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