

DATED 29 May

2009

**(1) THE OFFICE (KIRBY) LIMITED**

**- and -**

**(2) HSBC Bank PLC (Co Regn No 14259)**

**- 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**

**31 - 35 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 1947  
Fax: 020 7974 2962**

**THIS AGREEMENT** is made the 29 day of May 2009

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

1. **The Office (Kirby) Limited (Company Registration Number 6356912 )** whose registered office is at 175/185 Grays Inn Road London WC1X 8UE (hereinafter called "the Owner") of the first part
2. **HSBC Bank PLC (Co Regn No 14259)** of Sheffield Securities Processing Centre PO Box 3924 Sheffield, 79 Hoyle Street, S1 9BD (hereinafter called "the Mortgagee") 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

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 243751.
- 1.2 The Owner is the freehold and leasehold 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 validated by the Council and the Council resolved to grant permission conditionally under reference number 2008/4126/P subject to the conclusion of this legal Agreement.
- 1.4 The Council 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 278 of the Highways Act 1980.

- 1.6 The Mortgagee is mortgagee under a legal charge contained in a Debenture dated 10 October 2007 registered under Title Number 243751

2. **DEFINITIONS**

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

- |     |                               |   |
|-----|-------------------------------|---|
| 2.1 | "the Act"                     | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | "the Agreement"               | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.3 | "the Application"             | a planning application in respect of the development of the Property validated by the Council for which a resolution to grant permission has been passed conditionally under reference number 2008/4126/P subject to conclusion of this Agreement   |
| 2.4 | "the Community Working Group" | a working group to be convened in accordance with the requirements of Clause 4.2.2 being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the construction phase of the Development during a period being between (a) the date 3 months prior to any act of substantial demolition at the Property and (b) the date six months after the Practical Completion of the Development (such period to be referred to herein as "the Construction Phase") so as to minimize disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development. |

## 2.5 "the Code of Construction Practice"

the method statement giving effect to the requirements of the Council's Considerate Contractor Manual setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effects arising out of the Construction Phase such code to set out how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations for pedestrians and other road users and to include :

- (i) The access arrangements for vehicles.
- (ii) Proposed vehicle routes to and from the Property.
- (iii) Sizes of all vehicles and the schedule of when they need access to the site.
- (iv) Swept path drawing for the vehicle routes for all vehicle sizes.
- (v) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- (vi) Parking and loading arrangement of vehicles and delivery of materials and plant to the Property.
- (vii) Details of proposed parking bays suspensions and temporary traffic management orders.

(viii) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).

(ix) Details of hoardings required on the public highway.

(x) Details of how pedestrian and cyclist safety will be maintained on site and on the public highway within the vicinity of the Property, including banksmen arrangements and any proposed alternative routes (if necessary).

(xi) The proposed working hours.

(xii) Start and end dates for each phase of construction.

(xiii) Details of how traffic associated with the development will be managed in order to reduce congestion.

(xiv) Details of any other measure designed to reduce the impact of associated traffic (such as the use of construction material consideration centres).

(xv) Any other relevant information.

## 2.6 "the Code of Construction

### Impact Management"

a method statement or separate method statements giving effect to the requirements of the Council's Considerate Contractor Manual setting out in specific detail management schemes containing the phased measures that will be taken in each of the following different stages of the Construction Phase namely (a) ground breaking and (b) construction/build to ensure the best practical means are achieved to control manage and minimise the impact on amenity created by the

carrying out of the Construction Phase in relation inter alia to noise and dust and emissions of other pollutants from and attributable to the Development such code to include a risk assessment and a method statement in accordance with the "Control of dust and emissions from construction and demolition" Best Practice Guidance published by London Councils and GLA, a specific timetable of dust generating activities and proposed dust control measures and timetable for the submission of any applications required in relation to each of phases (a) (b) referred to above under Section 60 of the Control of Pollution Act 1974, together with an air quality monitoring protocol outlining the methods for monitoring PM10 and dust deposition, the location of monitoring sites before and during the construction phase and the duration of air quality monitoring and providing a reasoned explanation of how equipment will be maintained and how measured data will be reported shall be presented. (Reference to be made to the locations and types of air pollution monitoring equipment stated in the London Best Practice Guidance with the appropriate Quality Risk Assessment stated in the guidance to be carried out to determine the risk rating of the development and the appropriate level of air quality monitoring)

2.7 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 "the Contributions"

the Highways Contribution

2.9 "the Development"

Refurbishment of existing building including erection of a part one part three storey plus basement rear extension, rear lift shaft extension at roof level, new solar panels, wind turbine, air-conditioning units and parapet railings at roof

level and external alterations including new windows and cladding to the front and rear elevations.

2.10 "the Highways Contribution"

the sum of £16,500 (sixteen thousand five hundred 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 as a contribution towards the carrying out works to the public highway under Section 278 of the Highways Act 1980 and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"): namely for the removal of both existing vehicular crossovers and the repaving of the footway adjacent to the site all works will be subject to final measure 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

2.11 "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

2.12 "Occupation Date"

the first date when any part of the residential part of the Development is occupied and references to "Occupy" and "Occupation" shall be construed accordingly

2.13 "the Parties"

mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee

2.14 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106

of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.15 "the Planning Permission"

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

2.16 "the Property"

the land known as 31 - 35 Kirby Street,  
London EC1N 8TE, as the same as shown *edged red*  
~~shaded in grey~~ on Plan 3 annexed hereto

292 1000 Rev C

*LEN on behalf  
the Office Clerk  
Linsford*

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 "Servicing Management Plan"

A plan securing the effective management of servicing to and from the Development so as to manage and minimise the impact of such servicing on the local area and community such plan to include inter alia the following:

(a) Location and layout of servicing bays (drawings to be submitted) to include at least one loading bay for refuse vehicles on Drummond Street.

(b) Likely frequency and duration of servicing movements (including methodology for generating these figures).



(c) The sizes of service vehicles proposed to enter the Property.

(d) Swept paths should be provided to ascertain manoeuvring within the Property.

(e) Delivery vehicles should have a sufficient turning area to be able to both enter and exit the site in a forward gear. This will need to be demonstrated by swept paths.

(f) Nature of goods to be delivered.

(g) Route to and from on-street servicing bays to the building/service access where relevant.

(h) Statement setting out how pedestrian and highway safety will be maintained during servicing movements;

(i) Statement setting out how servicing movement to the site can be combined and/or reduced to minimise traffic and service vehicle activity at the site.

(j) A detailed statement outlining how on-site servicing bays will be organised and managed.

(k) If on-street servicing is intended, a detailed statement giving reasons why this is necessary/reasonable and how it is expected to impact on safety and the operation of the public highway.

(l) Details of arrangements for refuse storage and servicing and allow clear access for refuse

collection services to relevant areas of building when required.

(m) Commitment that building occupiers work with the Council to review this Service Management Plan when necessary. Any future revised plan must be approved by the Council and complied with thereafter.

**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 the freehold or leasehold 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 includes 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 and 6 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 capped" housing in accordance with Clause 4.3 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:

##### **4.1 SUBMISSION OF PLANS**

- 4.1.1 Prior to the Implementation Date to submit to the Council for approval the following:-

- a) the Code of Construction Practice
- b) the Code of Construction Impact Management
- c) the Servicing Management Plan.

- 4.1.2 Not to Implement nor permit Implementation until each of the documents referred to in sub-Clause 4.1.1 has been approved by the Council (as demonstrated by written notice that effect).

##### **4.2 MANAGEMENT OF THE CONSTRUCTION PHASE**

The Owner covenants with the Council as follows:

- 4.2.1 From the commencement of the Construction Phase and at its own expense:

- (a) To convene the Community Working Group from such persons (subject to a maximum of 10 people) as the Council shall nominate having regard to membership of the existing Group on the adjoining site as having a direct interest in the carrying out of the Development and or local residents associations, local business or business organizations and local schools
  - (i) to procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner)

shall be a member of the Construction Community Working Group and shall attend all meetings of the group.

- (ii) to appoint a person ("the Liaison Officer") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties within the vicinity of the Property about the operation of the Community Working Group and the management of the Construction Phase such person or his representative to organise and attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property.
- (b) to give a minimum of seven (7) days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group.
- (c) to ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed)

**ALWAYS PROVIDED** that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) and a meeting of the Community Working Group shall be so convened if in response to such request and shall consider matters specified in the notice as requiring discussion **AND PROVIDED ALSO** that if the Community Working Group decides to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides.

- (d) to ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner to all members of the group within seven days of each meeting).
- (e) in the event of the majority of members of the Community Working Group (having particular regard to the national Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the

requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

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 2008/4126/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 freehold and leasehold titles to the Property and will furnish the Council forthwith on written demand with official copies of the freehold and leasehold titles to show the entry of this Agreement in the Charges Register of such titles 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 by 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 and consent to the removal of any entry relating to it made at the Land Registry.
- 6.9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Office of the Deputy Prime Minister or any other competent authority.

## **7. MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee joins in and executes this Agreement so as to show its consent to the registration of the Agreement at the Land Registry and to its terms on the understanding that they will only be liable for any breach of the covenants restrictions or obligations contained in this Agreement during such periods (if any) as it is a mortgagee in possession of the Property and provided, for the avoidance of doubt, that it shall not in any event be liable for any breach of this Agreement arising prior to it becoming mortgagee in possession of the Property, save

where the pre-existing breach shall continue for any period during which it is mortgagee in possession of the Property.

**8. INDEMNITY**

The Owner covenants with the Mortgagee that it will fully observe and perform the Obligations within this Agreement and will indemnify the Mortgagee against any loss damage expense claims and demands arising from any breach or non-observance thereof and the Owner will hold the Mortgagee harmless and indemnify the Mortgagee against all such proceedings claims charges costs and expenses arising in connection with this Agreement

**9. RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY AND ON  
BEHALF OF THE OFFICE (KIRBY) LIMITED

  
.....


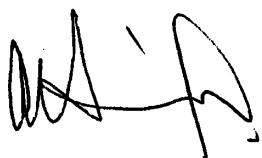
Director  
  
.....

Director/Secretary

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written.

SIGNED AND DELIVERED  
by

MARKIN CHAPMAN

}   



Attorney of  
HSBC Bank plc

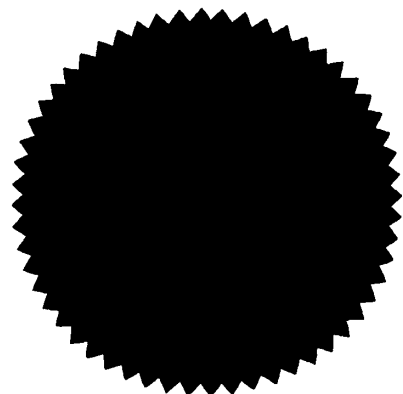
in the presence of:

Witness: MARK HUTCHINGS

Address: 70 Pall Mall, London, SW1

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

  
.....  
Authorised Signatory





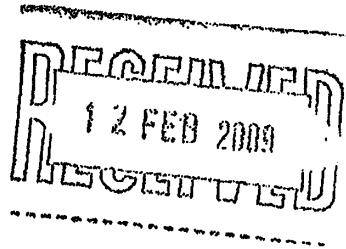


Development Control  
Planning Services  
London Borough of Camden  
Town Hall  
Argyle Street  
London WC1H 8ND

Tel 020 7278 4444  
Fax 020 7974 1975  
Textlink 020 7974 6866

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

Wells Mackereth Architects  
5E Shepherd Street  
Mayfair  
LONDON  
W1J 7HP



Application Ref: 2008/4126/P

10 February 2009

Dear Sir/Madam

**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:  
**31 - 35 Kirby Street**  
London  
**EC1N 8TE**

**Proposal:**

Refurbishment of existing building including erection of a basement and ground floor rear extension, and part three storey plus basement rear extension., rear lift shaft extension at roof level, new solar panels, air-conditioning units and parapet railings at roof level and external alterations including new windows and cladding to the front and rear elevations.

Drawing Nos: Site location plan; 1001; 1002; 1003; 1004; 1005; 1006; 1007; 1008; 1009; 1021; 1022; 1023; 1000 rev B; 1011 rev B; 1012 rev C; 1013 rev B; 1014 rev B; 1015 rev B; 1016 rev B; 1017 rev B; 1018 rev B; 1019 rev C; 1031 rev C; 1032 rev C and 1033 rev B and noise report by Emtec dated 08/04/08

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 policies S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Before the development commences, details of the proposed cycle storage area for 16 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.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Automatic time clocks shall be fitted to the equipment/machinery hereby approved, prior to commencement of the operation of the units, to ensure that the plant/equipment does not operate outside the hours of 07:00hrs and 20:00hrs. The timer equipment shall be properly maintained and retained permanently thereafter.

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 Before the use commences, the air-condition plant shall be provided with acoustic isolation and sound attenuation in accordance with a scheme submitted to and 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 policies SD6 SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 The details of the design and materials for all new external windows and doors to be

used on the building shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. 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 policies S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 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 are 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 policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

**Informative(s):**

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 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.
- 3 Reasons for granting permission.

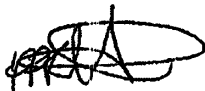
The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, S13/S14, SD1, SD2, SD6, SD7, SD8, SD9, B1, B3, B7, N5, T1, T3, T12, E2 and E3. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website

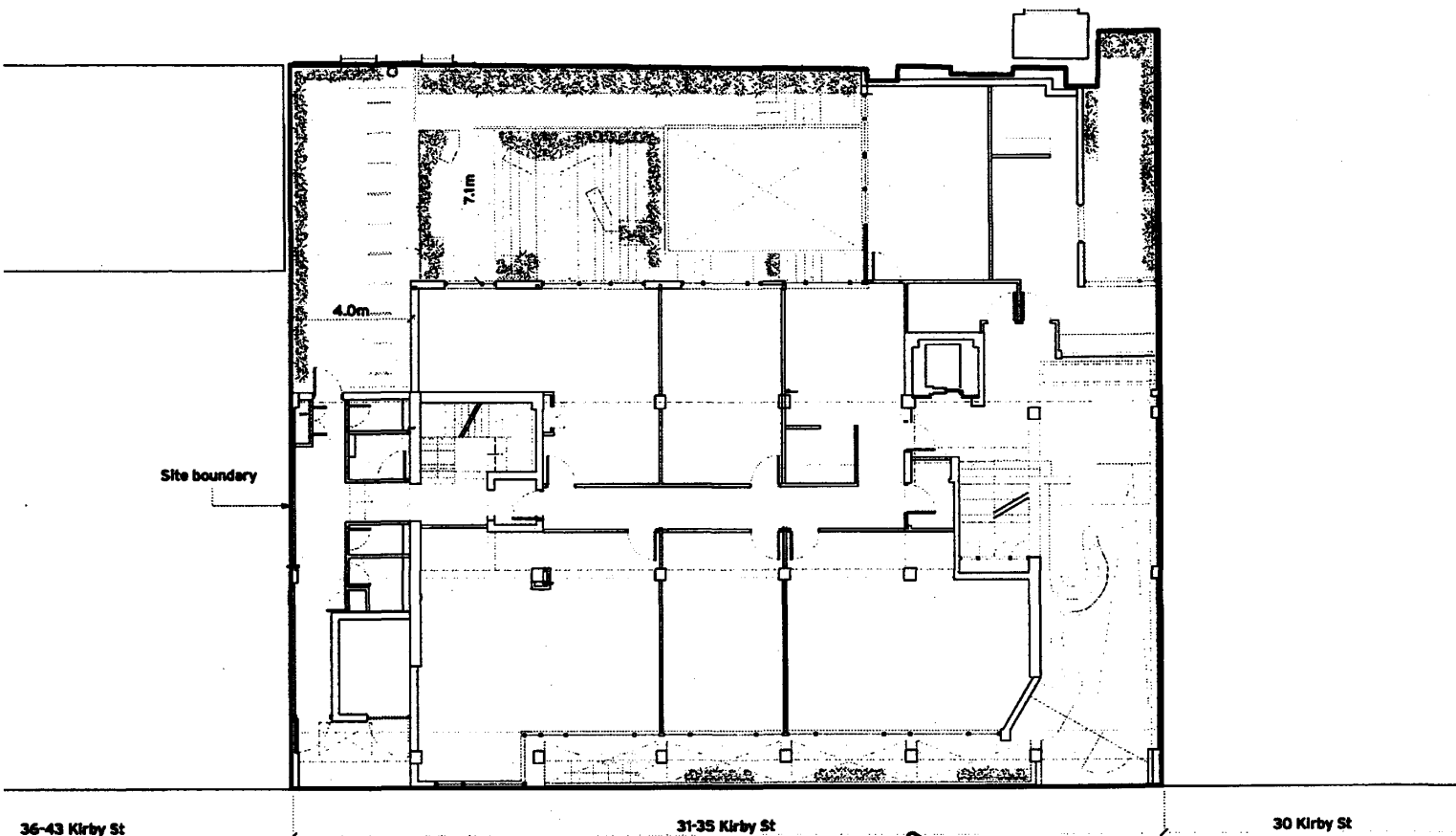
www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 5 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 Sites Team, Urban Design and Regeneration.

Yours faithfully

A handwritten signature in black ink, appearing to be 'P. A.', enclosed within a large, loopy oval shape.

Culture and Environment Directorate



Date	Rev	Notes
05.06.08	A	Updated and amended
08.08.08	B	Revised scheme
10.12.08	C	Hatch added to site area

**WELLS MACKERETH**  
| Architects |

25 Shepherd St  
Mayfield, London W1J 7NP  
Tel: +44 20 7495 7035  
Fax: +44 20 7495 7044  
e-mail: [info@wells-mackereth.com](mailto:info@wells-mackereth.com)

Project  
**31 - 35 Kirby St**  
**EC1N 8TL**

Drawing Title  
**Site Layout (at ground floor level)**  
Proposed

Scale	Date	Drawn
1:200 @ A3 1:500 @ A1	03.2008	PLA
Project No.	Drawing No.	Revision
292	1000	C

LED on balcony &  
the office (Kirby St)