

DATED

29 January

2015

(1) STUDIO 246 MEDIA LIMITED

and

(2) JOANNA DOROTHEA VIEHOF

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

246 and 248 Kilburn High Road, London NW6 2BS

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

Andrew Maughan
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London WC1H 9LP

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THIS AGREEMENT is made the 29 day of January 2015

BETWEEN:

- i. **STUDIO 246 MEDIA LIMITED** (Co. Regn. No. 7635326) of Regina House 124 Finchley Road, London NW3 5JS and of 246 Kilburn High Road, London NW6 2BS and whose registered office is care of Carrington Accountancy, 107 Cheapside London EC2V 6DN (hereinafter called "the First Owner") of the first part
- ii. **JOANNA DOROTHEA VIEHOF** of 246 Kilburn High Road, London NW6 2BS (hereinafter called "the Second Owner") of the second part

and together called "the Owner"

- iii **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with title absolute of that part of the Property under Title Number NGL529248 shown on Plan 2.
- 1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with title absolute of that part of the Property under Title Number NGL236449 as shown on Plan 2
- 1.3 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 8th May 2014 and the Council resolved to grant permission conditionally under reference number 2014/2662/P subject to conclusion of this legal Agreement.

1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.6 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.

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

1.8 The parties consider that the matters contained in this Agreement are:

- (a) necessary to make the Development acceptable;
- (b) directly related to the Development; and
- (c) fairly related in scale and kind to the Development

and therefore meet the requirements of Regulation 122 of the Community Infrastructure Levy Regulations

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 Accessible Accommodation Plan"

a plan securing the following:-

- (a) the provision of no less than 10% of the market housing as Wheelchair Accessible Units within the residential units as shown on Plan 1 annexed hereto;
- (b) the provision of 10% of the Affordable Housing Units as Wheelchair Accessible Units fitted out in accordance with the Camden Wheelchair Housing Design Brief 2010 (adopted 6 April 2011);

(c) the location of the Wheelchair Accessible Units within the residential units always ensuring they are located on the lowest floors of the residential units possible but in any event no higher than the fourth floor;

(d) measures to ensure the Development is easily accessible to residents and visitors to the Development who are wheelchair users; and

(e) principles of inclusive design inform and are fully integrated within the Development

2.2 "the Act"

the Town and Country Planning Act 1990 (as amended)

2.3 "Affordable Housing"

low-cost housing including Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework 2012 and successor documents

2.4 "Affordable Housing Units"

the two Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing

2.5 "the Agreement"

means this deed which is a planning obligation made pursuant to section 106 of the Act

2.6 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.7 "Construction Management Plan" a plan setting out the measures that the Owner will adopt the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules

and amendments to normal traffic arrangements
(if any);

(vi) the inclusion of a waste management strategy
for handling and disposing of construction waste;
and

(vii) identifying means of ensuring the
provision of information to the Council and
provision of a mechanism for monitoring and
reviewing as required from time to time

2.8 "the Community Facilities
Contribution"

means the sum of £26,460 (twenty six thousand
four hundred and sixty pounds) to be paid by
the Owner to the Council in accordance with the
terms of this Agreement and to be applied
towards offsetting the additional pressure of the
Development on community and/or leisure
facilities in the vicinity of the Development.

2.9 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of
Practical Completion

and for the avoidance of doubt includes the
demolition of the Existing Buildings

2.10 "the Contributions"

the Community Facilities Contribution, the
Education Contribution, the Environmental
Contribution, the Highway Contribution and the
Public Open Space Contribution

2.11 "the Council's Considerate

Contractor Manual”

the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.12 “the Development”

Erection of 2 buildings, one part 4 and part 5 storey and the other part 2, part 3 and part 5 storey, to provide 14 self-contained flats (Class C3) (4x1 bed, 7x2 bed and 3x3 bed) including vehicular access via an undercroft in the building, roof terraces and landscaping on drawing numbers P1112_P_100; P1112_P_101 RevA; P1112_P_102 RevA; P1112_P_110; P1112_P_111; P1112_P_112; P1112_P_113; P1112_P_114; P1112_P_115; P1112_P_116; P1112_P_200 RevC; P1112_P_201 RevC; P1112_P_202 RevC; P1112_P_203 RevC; P1112_P_204 RevC; P1112_P_205 RevA; P1112_P_207 RevA; P1112_P_210 RevC; P1112_P_300 RevD; P1112_P_301 RevC; P1112_P_302 RevC; P1112_P_303 RevB; P1112_P_304 RevA; P1112_P_305 RevA; P1112_P_306 RevC; P1112_P_307 RevA; P1112_P_310; P1112_P_311 RevA; P1112_P_320 RevA; P1112_P_321 RevA; P1112_P_500 RevA; Addendum to Design and Access Statement by Insideout Architecture dated April 2014; Construction Management Plan dated 19 November 2013; Energy Efficiency Strategy by Brooks Devlin dated 19 September 2013; Lifetime Homes Demonstration Plan (P1112_P_207 RevA) dated May 2013; Planning Statement by Planning and Development Associates dated November 2013; Addendum to Planning Statement by Planning

and Development Associates dated April 2014; Skylight and Sunlight Impact Assessment by Brooks Devlin dated 19 October 2013; ADF Results dated 15 September 2014; Code for Sustainable Homes Pre- Assessment by Brooks Devlin dated 30 September 2013; Supplementary Transport Statement by Planning and Development Associates dated December 2013; S106/CIL Contribution and Affordable Housing Statement by Framberg, Version 4, dated 21 July 2014; Independent Review of Assessment of Viability - Draft by BPS Chartered Surveyors dated 25 June 2014; Addendum Report by BPS Chartered Surveyors dated 23 July 2014.

2.13 "the Education Contribution"

the sum of £34,457 (thirty four thousand four hundred and fifty seven 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

2.14 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

(a) the incorporation of the measures set out in the submission document entitled Energy Efficiency Strategy and dated 19 September 2013 by Brooks Devlin;

(b) details of how the Owner will reduce the Development's carbon emissions at least 32% at the Property using Passivhaus design principles;

(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings (if applicable);

(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant

(e) measures to enable future connection to a local energy network at the boundary of the Property;

(f) measures to enable the future connection to a combined heat and power facility (or similar alternative) should one come in the vicinity of the Development

(g) measures to ensure PassivHaus accreditation and certification of the Development;

(h) include a pre-Implementation review by an appropriately qualified and recognised independent verification body or appropriate independent assessor in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic

policies on the reduction of carbon emissions contained within its Development Plan;

(i) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body or appropriate independent assessor in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(j) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.15 "the Environmental Contribution" the sum of £28,000 (twenty eight 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 and wider public realm improvements in the vicinity of the Development

2.16 "the Highways Contribution" the sum of £5,500 (five thousand and 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 for the carrying out of works to the public highway by the Council and associated measures in the vicinity of the

Property such works to include the following ("the Highways Works"):-

(a) repair and re-paving of the public highway adjacent to the Public Highway in accordance with Plan 5;

(b) any other works the Council acting reasonably requires as a direct 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

2.17 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act but save for the purposes of this Agreement works involved with the investigations of ground conditions surveys archaeological work erection fences and hoardings and references to "Implementation" and "Implement" shall be construed accordingly

2.18 "Intermediate Housing"

Affordable Housing which is homes for sale and rent provided above social target rents but below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing on terms set out in paragraph 3.61 of the London Plan (subject to annual reviews) to include Shared

Ownership and other intermediate housing products as defined in the National Planning Policy Framework 2012 and as agreed in writing by the Council

2.19 "Intermediate Housing Scheme"

the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-

- (a) Shared Ownership within a minimum initial tranche (equity share) offer of 25 percent with a further staircasing arrangement for 100% of the equity available for purchase. A rent level of up to 2 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such rent levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)

2.20 "Intermediate Housing Units"

the two Affordable Housing Units of Intermediate Housing forming part of the Development comprising 2 bed units (marked units A1 and A2 and shown on Plan 3 and Plan 4

2.21 "the Level

- Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.22 "Occupation Date" the date when any part of the Development is occupied for the purposes permitted by the Planning Permission but not including occupation for fitting out or for marketing or site security and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.23 "the Parties" means the Council and the Owner
- 2.24 "Plan 1" means the plan with reference "P1112_P_200 Rev C" and marked "Plan 1"
- 2.25 "Plan 2" means the plan attached hereto and marked "Plan 2"
- 2.26 "Plan 3" means the plan with reference "P1112_P_201 Rev C" and marked "Plan 3"
- 2.27 "Plan 4" means the plan with reference "P1112_P_202 Rev C" and marked "Plan 4"
- 2.28 "Plan 5" means the plan with reference "P1112_P_811" and marked "Plan 5"
- 2.29 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 8th May 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/2662/P subject to conclusion of this Agreement

- 2.30 "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
- 2.31 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.32 "the Property" the land known as 246 (part) and 248 Kilburn High Road, London NW6 2BS the same as shown shaded grey on the Plan 2 annexed hereto
- 2.33 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.34 "the Public Open Space Contribution" the sum of £19,347 (nineteen pounds three hundred forty seven 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 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
- 2.35 "Register Provider" a registered provider of Affordable Housing registered as such by the Regulator

2.36 "Regulator"

means the Home and Communities Agency and any successor organisation

2.37 "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

2.38 "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

2.39 "the Service Management Plan"

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;

- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) details of arrangements for refuse storage and servicing; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.40 "Shared Ownership"

a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale

2.41 "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 4 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 Code for Sustainable Homes verification body or appropriate independent assessor in respect of the Property confirming 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 Code for Sustainable Homes verification body or

appropriate independent assessor in respect of the Property confirming 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

2.42 "Wheelchair Accessible Units"

the residential units within the Residential Development that meet the minimum requirements of Part M of the Building Regulations 2000 (as amended) as amended from time to time

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of section 106 of the Act and section 278 of the Highways Act 1980, and is a planning obligation for the purposes of section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 9 10 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 occurrence of 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**

The Owner hereby covenants with the Council as follows:-

4.1 **ACCESSIBLE ACCOMMODATION PLAN**

4.1.1 On or prior to the Implementation Date to submit to the Council for approval the draft Accessible Accommodation Plan.

4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Accommodation Plan as demonstrated by written notice to that effect.

4.1.3 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 Accessible Accommodation Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Accessible Accommodation Plan.

4.2 **AFFORDABLE HOUSING**

4.2.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme.

- 4.2.2 Not to Implement nor permit Implementation until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.
- 4.2.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.2.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.2.5 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.2.3 hereof.
- 4.2.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.2.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.3 CAR FREE

4.3.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.

4.3.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 of this Agreement.

4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.4.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the

requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.5 COMMUNITY FACILITIES CONTRIBUTION

4.5.1 Prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full

4.5.2 Not to Implement or to allow Implementation until such time as the Council has received the Community Facilities Contribution in full.

4.6 EDUCATION CONTRIBUTION

4.6.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Education Contribution.

4.6.2 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.

4.7 ENVIRONMENTAL CONTRIBUTION

4.7.1 On or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Contribution in full.

4.8 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.8.3 Not to Occupy or permit Occupation of the Property until a formal written post-completion review from appropriate Passivhaus assessors have been submitted to and approved by the Council in writing confirming that the measures incorporated in

the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property

4.8.4 Prior to the Occupation of the Property to provide Passivhaus certification to the Council from an appropriately qualified and recognised independent verification body or appropriate independent assessor confirming that the measures included in the Energy Efficiency and Renewable Energy Plan as approved have been incorporated into the Property

4.8.5 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 Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan (unless otherwise agreed in writing with the Council).

4.9 HIGHWAYS CONTRIBUTION

4.9.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.9.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.9.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.9.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.9.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

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

4.9.7 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.

4.10 PUBLIC OPEN SPACE CONTRIBUTION

4.10.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.10.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.11 SERVICE MANAGEMENT PLAN

4.11.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.11.3 After 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 Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.12 SUSTAINABILITY PLAN

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

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

4.12.3 Not to Occupy or permit Occupation of the Property until a formal written post-completion review from appropriately qualified Code for Sustainable Homes assessors have 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 Property

4.12.4 Prior to the Occupation of the Property to provide Code for Sustainable Homes certification to the Council from appropriately qualified Code for Sustainable Homes assessors confirming that the measures included in the Sustainability Plan as approved have been incorporated into the Property

4.12.5 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

5.2 Within seven days following completion of the Development (as evidenced by the Certificate of Practical Completion) the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2014/2662/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision

imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any of the Accessible Accommodation Plan, the Intermediate Housing Scheme, the Construction Management Plan, the Energy Efficiency and Renewable Energy Plan, Level Plans, the Service Management Plan or 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 Permission reference 2014/2662/P.
- 5.7 Payment of the Contribution 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 planning reference "2014/2662/P" or by electronic transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement

upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
- 5.10 Should any Contribution (or part thereof) made by the Owner to the Council under this Agreement not be expended or committed in accordance with the provisions of this Agreement within ten (10) years from the date of Occupation then the Council to repay the unexpended sum on receipt of a written request from the Owner.

6. MORTGAGEE EXEMPTION

- 6.1 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.2 hereof shall not be binding upon a mortgagee or chargee ("the Chargee") of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the

mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").

- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
 - iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.2 hereof as will any person deriving title therefrom.
- 6.2 For the purposes of Clause 6.1(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2014/2662/P for the Default Notice to be properly served:-
- (a) The Chief Executive;
 - (b) The Director of Culture and Environment;
 - (c) The Assistant Director Regeneration and Planning;
 - (d) The Planning Obligations Monitoring Officer; and
 - (e) The Head of Legal Services.

6.3 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who:-

- i. exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto); or
- ii. has subsequently purchased from the Registered Provider all the remaining shares of a Shared Ownership unit so that the tenant owns the entire Affordable Housing Unit (staircased to 100%),

shall be released from the obligations of Clause 4.2.

6.4 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

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 Permission reference number 2014/2662/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.
- 7.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property
- 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 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 or any part thereof 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 this Agreement shall forthwith determine and cease to have effect.
- 7.9 Insofar as any clause or clauses or any part thereof of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement

7.10 Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Undertaking such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing

7.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

8. RIGHTS OF THIRD PARTIES

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

9. JURISDICTION

9.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

10. INDEMNITY

10.1 The First Owner hereby covenants and agrees with the Second Owner to fully and effectually indemnify the Second Owner and their successors in title in respect of any liabilities actions claims demands proceedings costs and expenses arising as a result of the grant of the Planning Permission and/or this Agreement or the breach of Planning Permission and/or this Agreement including but not limited to any statements and plans contained therein save in respect of any liabilities actions claims demands proceedings costs expenses arising as a result of the Second Owner or their agents statements actions or otherwise

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

EXECUTED as a DEED by
STUDIO 246 MEDIA LIMITED
in the presence of:
a Director and its Secretary
or by two Directors

)
)
)
)
)
[Signature]
.....
Director

[Signature]
.....
Director/Secretary

Carrington Corporate Services Ltd.
107 Cheapside
London EC2V 6DN
Tel. 020 7397 2882, Fax 020 7397 2881

SIGNED as a DEED by
JOANNA DOROTHEA VIEHOF
in the presence of:

)
)
)
[Signature]
.....

Signature *Chris Beech*

Print Name CHRISTOPHER BEECH

Address 246 KILBURN HIGH ROAD,
.....
LONDON, NW6 2BS
.....

Occupation IT CONTRACTOR

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

[Signature]
.....
Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate

- filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.
- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
 - f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines 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 and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

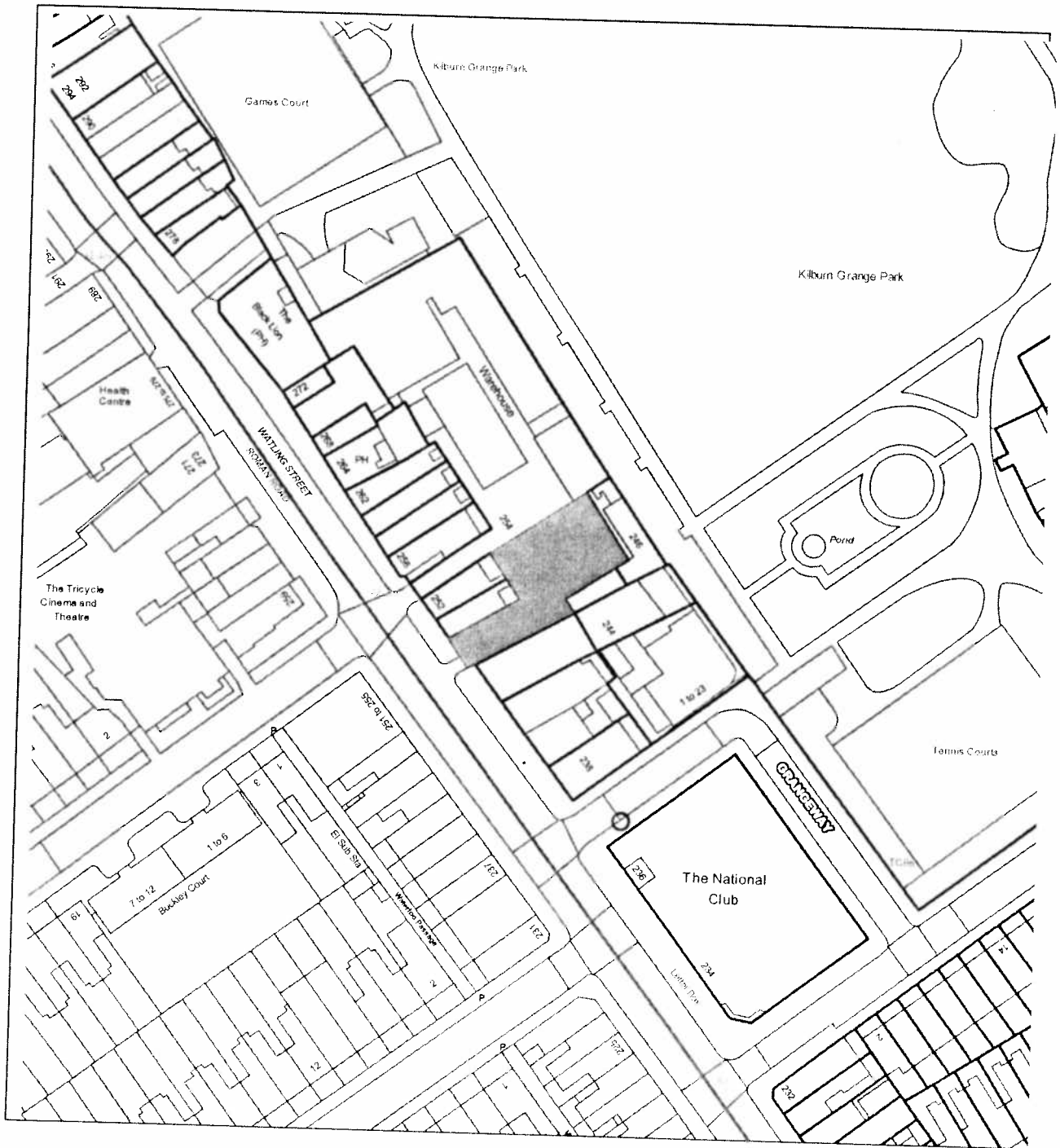
"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

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Plan 2 – 248 Kilburn High Road London NW6 2BS -
2014/2662/P

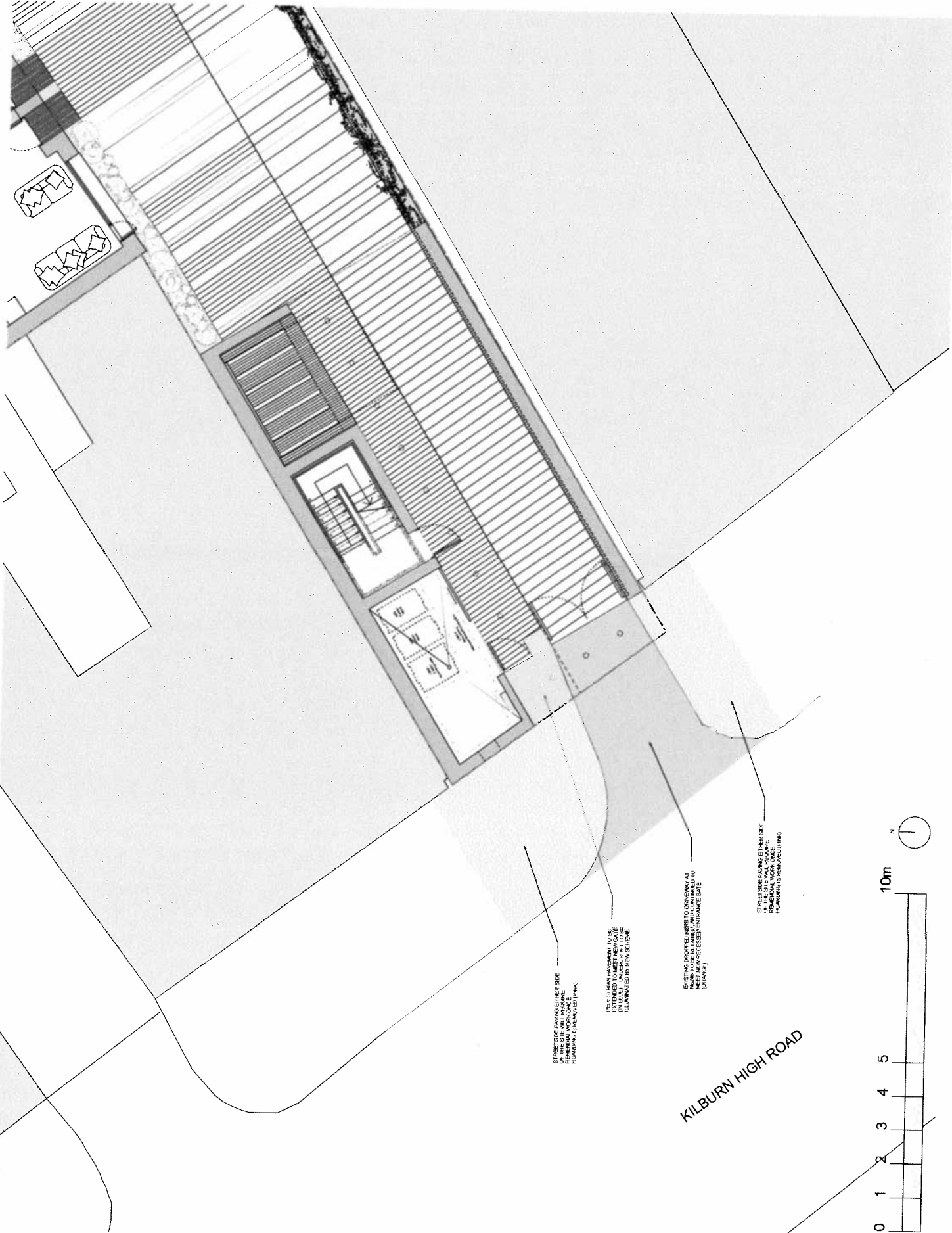


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**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Textlink 020 7974 6866

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

Alan Gunne-Jones
Planning & Development Associates
120 Pall Mall
London
SW1Y 5EA

Application Ref: **2014/2662/P**
Please ask for: **Jenna Litherland**
Telephone: 020 7974 3070

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Resubmission of Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
248 Kilburn High Road
London
NW6 2BS

DECISION

Proposal:

Erection of 2 buildings, one part 4 and part 5 storey and the other part 2, part 3 and part 5 storey, to provide 14 self-contained flats (Class C3) (4x1 bed, 7x2 bed and 3x3 bed) including vehicular access via an undercroft in the building, roof terraces and landscaping.
Drawing Nos: P1112_P_100; P1112_P_101 RevA; P1112_P_102 RevA; P1112_P_110; P1112_P_111; P1112_P_112; P1112_P_113; P1112_P_114; P1112_P_115; P1112_P_116; P1112_P_200 RevC; P1112_P_201 RevC; P1112_P_202 RevC; P1112_P_203 RevC; P1112_P_204 RevC; P1112_P_205 RevA; P1112_P_207 RevA; P1112_P_210 RevC; P1112_P_300 RevD; P1112_P_301 RevC; P1112_P_302 RevC; P1112_P_303 RevB; P1112_P_304 RevA; P1112_P_305 RevA; P1112_P_306 RevC; P1112_P_307 RevA; P1112_P_310; P1112_P_311 RevA; P1112_P_320 RevA; P1112_P_321 RevA; P1112_P_500 RevA; Addendum to Design and Access Statement by Insideout Architecture dated April 2014; Construction Management Plan dated 19 November 2013; Energy Efficiency Strategy by Brooks Devlin dated 19 September 2013; Lifetime Homes Demonstration Plan (P1112_P_207 RevA) dated May 2013; Planning Statement by Planning and Development Associates dated November 2013; Addendum to Planning Statement by Planning and Development Associates dated April 2014; Skylight



and Sunlight Impact Assessment by Brooks Devlin dated 19 October 2013; ADF Results dated 15 September 2014; Code for Sustainable Homes Pre- Assessment by Brooks Devlin dated 30 September 2013; Supplementary Transport Statement by Planning and Development Associates dated December 2013; S106/CIL Contribution and Affordable Housing Statement by Framberg, Version 4, dated 21 July 2014; Independent Review of Assessment of Viability - Draft by BPS Chartered Surveyors dated 25 June 2014; Addendum Report by BPS Chartered Surveyors dated 23 July 2014.

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

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: P1112_P_100; P1112_P_101 RevA; P1112_P_102 RevA; P1112_P_110; P1112_P_111; P1112_P_112; P1112_P_113; P1112_P_114; P1112_P_115; P1112_P_116; P1112_P_200 RevC; P1112_P_201 RevC; P1112_P_202 RevC; P1112_P_203 RevC; P1112_P_204 RevC; P1112_P_205 RevA; P1112_P_207 RevA; P1112_P_210 RevC; P1112_P_300 RevD; P1112_P_301 RevC; P1112_P_302 RevC; P1112_P_303 RevB; P1112_P_304 RevA; P1112_P_305 RevA; P1112_P_306 RevC; P1112_P_307 RevA; P1112_P_310; P1112_P_311 RevA; P1112_P_320 RevA; P1112_P_321 RevA; P1112_P_500 RevA.

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:
 - a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and door at a scale of 1:10 with typical glazing bar details at 1:1.
 - d) Typical details of new railings and balustrade at a scale of 1:10, including method of fixing.
 - c) Samples and manufacturer's details of new facing materials including windows and door frames, glazing, balconies, balustrades, natural stone and metal cladding with a full scale sample panel of all stone facing finishes of no less than 1m by 1m including junction with window opening demonstrating the proposed colour, texture, face-bond and pointing.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the

course of the works.

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

- 4 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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

- 5 Prior to commencement of the relevant part of development a plan showing details of the green roof 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 green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof 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 green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Full details of the planted privacy screens, 1.8 metres in height, including a maintenance plan for the planting, shall have been submitted to, and approved in writing by, the local planning authority prior to commencement of the relevant part

of the works. Prior to occupation of any of the residential units the approved planted privacy screens shall be constructed on the perimeter of the roof terraces at second floor level and third floor level in Block B.

The planted privacy screens shall be permanently retained and maintained thereafter in accordance with the approved details.

Reason: In order to prevent unreasonable overlooking of neighbouring premises 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 policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 8 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 9 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

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

- 10 Before the development commences, details of secure and covered cycle storage area for 17 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in

accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The refuse and recycling facilities hereby approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

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

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 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, Camden Town Hall, Argyle Street, WC1H 8EQ.

- 4 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 Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 Thames Water will aim to provide customers with a minimum pressure of 10m head (approximately 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development. You are advised to incorporate a non-return valve or other suitable device to avoid risk of backflow should the sewerage network surcharge to ground level during storm conditions.
- 6 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 8 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.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Culture & Environment

DRAFT

DECISION



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DATED *29 January* 2015

(1) STUDIO 246 MEDIA LIMITED

and

(2) JOANNA DOROTHEA VIEHOF

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

246 and 248 Kilburn High Road, London NW6 2BS

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**