

DATED 13<sup>th</sup> February 2015

(1) GOODGE STREET (TOTTENHAM COURT ROAD) LLP

and

(2) SPENCER ADAM LESLIE

and

(3) STANLEY HAROLD DAVIS and NIGEL LINDSAY-FYNN

and

(4) HSBC BANK PLC

and

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

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

11-13 Goodge Street  
London  
W1T 2PG

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

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5647  
Fax: 020 7974 1920

CLS/PK/1685.2968 (final)



THIS AGREEMENT is made the 13<sup>th</sup> day of February 2015

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

1. **GOODGE STREET (TOTTENHAM COURT ROAD) LLP** (registered under company number OC349889) whose registered office is at 25 Harley Street, London, W1G 9BR (hereinafter called "the Freeholder") of the first part
2. **SPENCER ADAM LESLIE** of 6 Abbey View, Mill Hill, London, NW7 4PB (hereinafter called "the First Interested Party") of the second part
3. **STANLEY HAROLD DAVIS** of Dron House, Pynnales Close, Stanmore, Middlesex, HA7 4AF and **NIGEL LINDSAY-FYNN**, of Lee Ford, Budleigh Salterton, Exeter, Devon, EX9 7AJ (together hereinafter called "the Second Interested Party") of the third part
4. **HSBC BANK PLC** (registered under company number 00014259) whose registered office is at 8 Canada Square, London, E14 5HQ (hereinafter called "the Mortgagee") of the fourth part
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

**WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title numbers LN8157 and LN98591 subject to charges to the First Interested Party and the Second Interested Party and the Mortgagee.
- 1.2 The First Interested Party is registered at the Land Registry as the proprietor of charges dated 26<sup>th</sup> November 2009 in the charge registers of title numbers LN8157

and LN8591 and LN98591 and is willing to enter into this Agreement to give its consent to the same.

- 1.3 The Second Interested Party is registered at the Land Registry as the proprietor of charges dated 26<sup>th</sup> November 2009 in the charge register of title numbers LN8157 and LN8591 and LN98591 and is willing to enter into this Agreement to give its consent to the same.
- 1.4 The Mortgagee is registered at the Land Registry as the proprietor of charges contained in a debenture dated 24<sup>th</sup> April 2012 in the charge registers of title numbers LN8157 and LN98591 and is willing to enter into this Agreement to give its consent to the same.
- 1.5 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.6 The Freeholder shall for the purposes of this Agreement be called "the Owner".
- 1.7 The First Interested Party and the Second Interested Party and the Mortgagee shall for the purposes of this Agreement be together known as "the Mortgagees".
- 1.8 The Planning Application for the Development of the Property was submitted to the Council and validated on 13<sup>th</sup> January 2014 and the Council resolved to grant permission conditionally under reference number 2013/6456/P subject to conclusion of this legal Agreement.
- 1.9 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.
- 1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "this Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and 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 Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

2.5 "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

- 2.6 "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
- 2.7 "the Development" erection of 1<sup>st</sup> to 4<sup>th</sup> floor levels above retained ground floor to form 5 storey building following demolition of upper floors, including new mansard across 11-13 Goodge Street to provide 3 x 2bed flats and 1 x 3bed flat and erection of 3 storey rear extension at first to third floor (APPLICATION A : SINGLE COLOUR BRICK) as shown on drawing numbers Existing Plans (Prefix T(10))P-1 Rev A, P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, E02 Rev A, E01A Rev A, E01 Rev A; Demolition Plans (Prefix T(11)) P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, P-1 Rev A, E01 Rev A, E02 Rev A; Proposed Plans (Prefix T(20))P1 Rev A, P00 Rev A, P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, P05 Rev A, S02 Rev A, E01 Rev A, E02 Rev A, E01A Rev A, E01AA Rev A, T(SK)039 Rev A
- 2.8 "the Existing Buildings" the upper floors (being part of the Development) at the Property
- 2.9 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.10 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy",

“Occupied” and “Occupation” shall be construed accordingly

- 2.11 “the Parties” the Council, the Owner and the Mortgagees
- 2.12 “the Planning Application” a planning application in respect of the development of the Property submitted to the Council and validated on 13<sup>th</sup> January 2014 for which a resolution to grant permission has been passed conditionally under reference number 2013/6456/P subject to conclusion of this Agreement
- 2.13 “Planning Obligations Monitoring Officer” a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.14 “the Planning Permission” a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 “the Property” the land known as 11-13 Goodge Street London W1T 2PG the same as shown shaded grey on the plan annexed hereto
- 2.16 “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



- 2.17 "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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 7 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

4.1.1 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.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 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 4.1.1 of this Agreement.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

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

4.2.2 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 which shall not be unreasonably withheld or delayed.

- 4.2.3 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.
- 4.2.4 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2013/6456/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 Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council for approval by the Council under Clause 4 of this the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2013/6456/P.
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 Monitoring Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2013/6456/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith 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.
- 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 or the Mortgagees nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEES EXEMPTION**

The Mortgagees hereby each consents in respect of their legal charges to the completion of this Agreement and agree to be bound by it and to the same being

registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt each agrees to be bound in respect of their legal charges by the said obligations only in the event that they become a mortgagee in possession of the Property or part of the Property pursuant to their respective legal charge.

8. **JOINT AND SEVERAL LIABILITY**

All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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 Mortgagees have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
GOODGE STREET (TOTTENHAM COURT ROAD) LLP)  
acting by a member

.....  
Member signature and address

in the presence of )

.....  
Witness Signature

Witness Name: WYNE HUGHES

Address: 22 Old Bond St, London W1

Occupation: Assistant

EXECUTED AS A DEED BY )  
SPENCER ADAM LESLIE )  
in the presence of: )

.....  
Witness Signature

Witness Name: LYNE HUGHES

Address: 22 Old Bond St, London W

Occupation: Assistant

EXECUTED AS A DEED BY  
STANLEY HAROLD DAVIS  
in the presence of: )  
)  
)



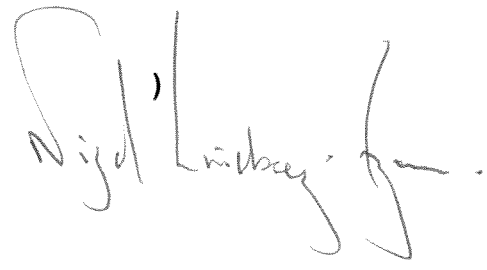
.....  
Witness Signature

Witness Name: DAVID MALCOLM KAYE

Address: 41 CHALTON ST, LONDON NW1 1JZ

Occupation: CHARTERED SECRETARY

EXECUTED AS A DEED BY  
NIGEL LINDSAY-FYNN  
in the presence of: )  
)



.....  
Witness Signature

Witness Name: DAVID MALCOLM KAYE

Address: 41 CHALTON ST, LONDON NW1 1JZ

Occupation: CHARTERED 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 HSBC Bank plc )  
as Attorney of HSBC BANK PLC the day )

and year first above written  
SIGNED AND DELIVERED

) J. Stephens

By

.....TIMOTHY STEPHENS.....

In the presence of:

A.K. Dobson

Witness: ANTHONY KAH DOBINSON

Address: HSBC BANK PLC  
70 PALL MALL, LONDON

Occupation: BANK MANAGER

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

.....R. Alexander.....

Authorised Signatory





**THE 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 effects 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](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 HGVs 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](http://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**



**11-13 Goodge Street, London, W1T 2PG**



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Savills  
33 Margaret Street  
LONDON  
W1G 0JD

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

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

Application Ref: **2013/6456/P**

16 January 2015

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**11- 13 Goodge Street  
London  
W1T 2PG**

Proposal:

**DECISION**  
Erection of 1st to 4th floor levels above retained ground floor to form a 5 storey building following demolition of upper floors, including new mansard across 11-13 Goodge Street to provide 3 x 2bed flats and 1 x 3bed flat and erection of 3 storey rear extension at first to third floor. (APPLICATION A : SINGLE COLOUR BRICK)

Drawing Nos: Existing Plans (Prefix T(10))P-1 Rev A, P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, E02 Rev A, E01A Rev A, E01 Rev A; Demolition Plans (Prefix T(11)) P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, P-1 Rev A, E01 Rev A, E02 Rev A; Proposed Plans (Prefix T(20))P1 Rev A, P00 Rev A, P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, P05 Rev A, S02 Rev A, E01 Rev A, E02 Rev A, E01A Rev A, E01AA Rev A, T(SK)039 Rev A

Design and Access Statement by Rolfe Judd dated July 2013, Heritage and urban design appraisal by KM Heritage dated July 2013, Lifetime Homes Assessment, Daylight & Sunlight Report by GIA ref 6317 dated 13 June 2013, Comments on Building Fabric by Bridges Pound Ref: L1327/sf/12/3/13, Acoustic Report 18919/AR1 by Hann Tucker Associates dated 22 July 2013, Survey Report Ref: RJC/70630/DJS dated 24 June 2013.

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 The development hereby permitted shall be carried out in accordance with the following approved plans:

Existing Plans (Prefix T(10))P-1 Rev A, P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, E02 Rev A, E01A Rev A, E01 Rev A; Demolition Plans (Prefix T(11)) P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, P-1 Rev A, E01 Rev A, E02 Rev A; Proposed Plans (Prefix T(20)) P-1 Rev A, P00 Rev A, P01 Rev A, P02 Rev A, P03 Rev A, P04 Rev A, P05 Rev A, S02 Rev A, E01 Rev A, E02 Rev A, E01A Rev A, E01AA Rev A; T(SK)039 Rev A.

Design and Access Statement by Rolfe Judd dated July 2013, Heritage and urban design appraisal by KM Heritage dated July 2013, Lifetime Homes Assessment, Daylight & Sunlight Report by GIA ref 6317 dated 13 June 2013, Comments on Building Fabric by Bridges Pound Ref: L1327/sf/12/3/13, Acoustic Report 18919/AR1 by Hann Tucker Associates dated 22 July 2013, Survey Report Ref: RJC/70630/DJS dated 24 June 2013.

- 3 Reason: For the avoidance of doubt and in the interest of proper planning. Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) 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 with finials at 1:1, including method of fixing.

c) Samples and manufacturer's details of new facing materials including windows and door frames, glazing, balconies, with a full scale sample panel of brickwork demonstrating the proposed colour, texture, face-bond and pointing.



A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

The relevant part of the works shall then be carried in accordance with the approved details

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 and DP25 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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 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.

- 6 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Plan, elevation and section drawings, including pilasters, fascia, stallrisers, capital and cornices, transom of all new shopfronts at a scale of 1:20 with typical glazing bar details at 1:1, shall be submitted to and approved in writing by the Council prior to the relevant part of the are commenced and the development shall be carried out in accordance with the approval given.

The relevant part of the works shall then be carried in accordance with the approved details

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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to commencement of demolition a structural method statement for the works of demolition shall be submitted to and approved in writing by the Council. The statement shall include details of the method of securing the retention and protection of all walls, floors and roof structures (including dormers and chimneys) shown to be retained on the demolition drawings hereby approved. No works of demolition shall be carried out other than in accordance with the approved method statement.

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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Notwithstanding the approved plans and supporting documents, no plant or associated screen shall be installed at roof level which projects more than 500mm above the highest part of the roof plane.

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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to commencement of development, full details of the siting, design, type and dimensions of the proposed plant and acoustic screen at roof level shall be submitted to and approved in writing by the Local Planning Authority.

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

The plant equipment and any associated noise and vibration attenuation measures shall not be installed other than in accordance with the recommendations and requirements of the acoustic report as approved. The plant and associated attenuation measures shall be maintained in accordance with the manufacturers' recommendations and the noise attenuation measures shall be retained for as long as the plant equipment remains in use.

Reason: To safeguard the appearance of the premises, character of the immediate area and amenities of the adjoining premises and the area generally in accordance

with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25, DP26 and DP28 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 Compliance and Enforcement team [Regulatory Services], 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 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 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](mailto:CIL@Camden.gov.uk)

- 4 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.
- 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 Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 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.
- 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.

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.

Yours faithfully

Culture and Environment Directorate



DATED 13<sup>th</sup> February 2015

(1) GOODGE STREET (TOTTENHAM COURT ROAD) LLP

and

(2) SPENCER ADAM LESLIE

and

(3) STANLEY HAROLD DAVIS and NIGEL LINDSAY-FYNN

and

(4) HSBC BANK PLC

and

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

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

11-13 Goodge Street  
London  
W1T 2PG

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

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5647  
Fax: 020 7974 1920

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