

DATED

13/10 MARCH

2015

- (1) EVA MAGDOLNA KATONA BALLA-GODDARD
- (2) PAMELA MARY SCHUTZMANN and VIVIAN ROMAN SCHUTZMANN
- (3) ADRIAN BRUNO PHILLIPS
- (4) EMMANUEL VAYIS
- (5) BARCLAYS BANK PLC
- (6) BANK OF SCOTLAND PLC
- (7) BLISS (FINCHLEY ROAD) LIMITED (as Third Mortgagee)
- (8) BLISS (FINCHLEY ROAD) LIMITED and BLISS SPACE LIMITED
- (9) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**  
relating to land known as  
264-270 Finchley Road, London, NW3 7AA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962



THIS AGREEMENT is made the *Do Not Put* 31st day of MARCH 2015

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

- i. **EVA MAGDOLNA KATONA BALLA-GODDARD** of 264 Finchley Road, London NW3 7AA (hereinafter called the "First Owner") of the first part
- ii. **PAMELA MARY SCHUTZMANN** and **VIVIAN ROMAN SCHUTZMANN** of 266 Finchley Road, London NW3 7AA (hereinafter called the "Second Owner") of the second part
- iii. **ADRIAN BRUNO PHILLIPS** of 268 Finchley Road, London NW3 7AA (hereinafter called the "Third Owner") of the third part
- iv. **EMMANUEL VAYIS** of 270 Finchley Road, London NW3 7AA (hereinafter called the "Fourth Owner") of the fourth part
- v. **BARCLAYS BANK Plc** of P O Box 187 Leeds LS4 1AN (hereinafter called the "First Mortgagee") of the fifth part
- vi. **BANK OF SCOTLAND PLC** of Birmingham Midshires Division, Pendeford Sussex Park, Wobaston Road, Wolverhampton, WV9 5HZ (hereinafter called the "Second Mortgagee") of the sixth part
- vii. **BLISS (FINCHLEY ROAD) LIMITED** (Co. Regn. No. 09225223) of Bliss Blakeney, Morston Road, Blakeney, Holt NR25 7BG (hereinafter called the "Third Mortgagee") of the seventh part
- viii. **BLISS (FINCHLEY ROAD) LIMITED** (Co. Regn. No. 922523) of Blakeney, Morston Road, Blakeney, Norfolk NR25 7BG and **BLISS SPACE LIMITED** (Co. Regn. No. 0672131) care of 3 Coach House Yard, Hampstead High Street, London NW3 1QF (hereinafter collectively known as "the Prospective Owner") of the eighth part
- ix. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the ninth part

1. **WHEREAS**

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with title absolute of the part of the Property registered with title number NGL778559.
- 1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with title absolute of the part of the Property registered with title number NGL105041
- 1.3 The Third Owner is registered at the Land Registry as the freehold proprietor with title absolute of the part of the Property registered with title number NGL812733 and the leasehold proprietor with title absolute of the part of the Property registered with title number NGL812782
- 1.4 The Fourth Owner is registered at the Land Registry as the freehold proprietor with title absolute of the part of the Property registered with title number NGL718205
- 1.5 The First Owner, the Second Owner, the Third Owner and the Fourth Owner shall hereinafter be jointly referred to as “the Owner”.
- 1.6 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 A Planning Application for the development of the Property was submitted to the Council and validated on 27<sup>th</sup> May 2014 and the Council resolved to grant permission conditionally under reference number 2014/3327/P subject to conclusion of this legal Agreement.
- 1.8 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.
- 1.9 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.

- 1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.11 The First Mortgagee as mortgagee under a legal charge registered under Title Number NGL778559 and dated 8 November 2012 is willing to enter into this Agreement to give its consent to the same.
- 1.12 The Second Mortgagee and Third Mortgagee as mortgagees under separate legal charges registered under Title Number NGL718205 and dated 15<sup>th</sup> March 2007 and 15<sup>th</sup> October 2014 respectively and are willing to enter into this Agreement to give their consent to the same.
- 1.13 The Prospective Owner presently holding beneficial interest in parts of the Property with options to purchase registered on Title Numbers NGL778559, NGL812733 NGL812782 and NGL718205 has the intention to be the freehold owner of the Property and is interested in the Property for the purposes of Section 106 of the Act and agrees to be bound by the obligations as successor in title should legal interest in the Property be acquired.

## 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 | "Affordable Housing" | low cost housing including Social Rented Housing and Intermediate Housing that is occupied solely by and meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |

- 2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.5 "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 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

2.6 "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

2.7 "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

2.8 “the Development”

Erection of four storey building plus part basement comprising 13 residential units (2 x 1 bed, 7 x 2 bed & 4 x 3 bed) following demolition of 4 x 4 bed single family dwellinghouses as shown on drawing numbers: 1-464-OS-1, 1-464-009, 1-464-010, 1-464-011, 1-464-012, 1-464-013, 1-464-014, 1-464-100 A, 1-464-101 A, 1-464-102 A, 1-464-103 A, 1-464-104, 1-464-105, 1-464-106 A, 1-464-200 A, 1-464-201 A, 1-464-202, 1-464-203 A, 1-464-204 A, 1-464-300, 1-464-305, Design & Access Statement, Air Quality Assessment, Arboricultural Impact Assessment Ref DFCEP 2535, Basement Impact Assessment Revision 1, Construction Management Plan, Daylight and Sunlight and Overshadowing Assessment Issue 03, Energy Assessment & Sustainability Statement v3.0, Noise Assessment v4.0, Planning Statement Ref 9051 & Transport Statement v3.0.

2.9 “Disabled Car Parking Space”

the two on-site disabled car parking spaces on the Development shown edged in yellow on Plan 3 and to be retained in perpetuity

2.10 “the Education Contribution”

the sum of £15,491 (fifteen thousand four hundred and ninety one 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



educational infrastructure arising in the London Borough of Camden

2.11 “the Employment and Training Plan”

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.8 of this Agreement through (but not be limited to) the following:-

- (i) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- (ii) make provision during the Construction Phase for 1 apprentice;
- (iii) ensure delivery of a minimum of two supplier capacity building workshops/“Meet the Buyer” events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;

2.12 “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 Sustainability

Statement & Energy Report dated 19<sup>th</sup> September 2013 by Brooks Devlin and Revised Energy Assessment & Sustainability Statement by Stilwell Partnership dated July 2014;

- (b) further details of the proposed ventilation as specified for air quality purposes and confirmation of how the Owner will reduce the Development's carbon emissions to achieve at least a 35% in carbon emissions in relation to the Part L 2013 baseline emissions.
- (c) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (f) measures to enable future connection to a local energy network at the boundary of the Property;
- (g) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures

incorporated in the 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;

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

2.13 "the Highways Contribution"

the approximate sum of £3,000 (three thousand pounds) (or another amount to be confirmed by Transport for London) and to be paid by the Owner to the Council (on behalf of Transport for London) in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) repaving of the public highway adjacent to the Public Highway;

(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

2.14 "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

2.15 "King's Cross Construction Centre"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.16 "the Level Plans"

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

2.17 "Local Procurement Code"

the code annexed to the Second Schedule hereto

2.18 "Occupation Date"

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

2.19 "Off-Site Affordable Housing Contribution"

a contribution in lieu of the provision of Affordable Housing at the Property calculated by the Council to be made by the Owner if any subsequent subdivision of the residential units is proposed within the Property AND / OR if an increase of more ten square metres (10sqm) of the Gross External Area (GEA) of the Property is proposed AND FOR THE AVOIDANCE OF DOUBT the calculation (to undertaken at the Council discretion) to apply to the aggregate total number of residential units or to the aggregate total GEA in the Property inclusive of that proposed by any Subsequent Development

2.20 "the Parties"

means the Council the Owner and the First Mortgagee, the Second Mortgagee and the Third Mortgagee

2.21 "Plan 1"

the plan showing the Property attached hereto

2.22 "Plan 2"

the plans (drawing numbers 1-464-103A and 1-464-102A) showing the two Wheelchair Accessible Units attached hereto

2.23 "Plan 3"

the plan (drawing number 1-464-100 A) showing the two on-site Disabled Car Parking Spaces attached hereto

2.24 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 27<sup>th</sup> May 2014 for which a resolution to grant permission has been passed conditionally under reference number

2014/3327/P subject to conclusion of this Agreement

2.25 "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

2.26 "the Planning Permission"

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

2.27 "the Property"

the land known as 264-270 Finchley Road London NW3 7AA the same as shown shaded grey on the plan 1 annexed hereto

2.28 "the Public Open Space Contribution"

the sum of £10,762 (ten thousand seven hundred and sixty two pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.29 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.30 "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

2.31 "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

2.32 "Subsequent Planning Permission"

a planning permission that may be granted in the event of any subsequent planning application for the further development of the Property

2.33 "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 verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.34 "the Training and Employment Contribution"

the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt should the Owner not be able to secure an Apprentice placement during the Construction Phase and to be used in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden

- 2.35 "the Wheelchair Accessible Units" the two residential units (presently known as flats 0.4 and 1.2) within the Development that meet the minimum requirements of Part M of the Building Regulations 2000 as amended from time to time and shown denoted on Plan 3

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning



264-270 Finchley Road London  
NW3 7AA - 2014/3327/P



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

Stephen Hall

*[Signature]*

04.06.2014

Witness: SANKU THA HIRE *[Signature]*





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

Dalton Warner Davis  
21 Garlick Hill  
London  
EC4V 2AU

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

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Application Ref: **2014/3327/P**

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:  
**264-270 Finchley Road**  
**London**  
**NW3 7AA**

**DECISION**  
Proposal:

Erection of four storey building plus part basement comprising 13 residential units (2 x 1 bed, 8 x 2 bed & 3 x 3 bed) following demolition of 4 x 4 bed single family dwellinghouses.  
Drawing Nos: 1-464-OS-1, 1-464-009, 1-464-010, 1-464-011, 1-464-012, 1-464-013, 1-464-014, 1-464-100 A, 1-464-101 A, 1-464-102 A, 1-464-103 A, 1-464-104, 1-464-105, 1-464-106 A, 1-464-200 A, 1-464-201 A, 1-464-202, 1-464-203 A, 1-464-204 A, 1-464-300, 1-464-305, Design & Access Statement, Air Quality Assessment, Arboricultural Impact Assessment Ref DFCEP 2535, Basement Impact Assessment Revision 1, Construction Management Plan, Daylight and Sunlight and Overshadowing Assessment Issue 03, Energy Assessment & Sustainability Statement v3.0, Noise Assessment v4.0, Planning Statement Ref 9051 & Transport Statement v3.0.

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 1-464-OS-1, 1-464-009, 1-464-010, 1-464-011, 1-464-012, 1-464-013, 1-464-014, 1-464-100 A, 1-464-101 A, 1-464-102 A, 1-464-103 A, 1-464-104, 1-464-105, 1-464-106 A, 1-464-200 A, 1-464-201 A, 1-464-202, 1-464-203 A, 1-464-204 A, 1-464-300, 1-464-305, Design & Access Statement, Air Quality Assessment, Arboricultural Impact Assessment Ref DFCEP 2535, Basement Impact Assessment Revision 1, Construction Management Plan, Daylight and Sunlight and Overshadowing Assessment Issue 03, Energy Assessment & Sustainability Statement v3.0, Noise Assessment v4.0, Planning Statement Ref 9051 & Transport Statement v3.0.

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

- 3 Detailed drawings, and/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) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials and samples of those materials.

c) Details of photovoltaics placement on roof plan.

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

- 4 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 proposed earthworks including grading, mounding and other changes in ground levels; the front boundary wall; screen planting to rear; waste storage enclosure; and replacement planting of 5 trees. 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 and CS15 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 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. 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 policies CS14 and CS15 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.

- 6 Before the development commences, details of secure and covered cycle storage area for 25 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 policies DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the development commences, 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.

- 8 Piling or any other foundation designs using penetrative methods shall not be permitted unless a piling method statement detailing the type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works, has been submitted to and approved by the Local Planning Authority in writing in consultation with the

relevant utility providers. The piling shall be undertaken in accordance with the approved method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 Development shall not commence until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed

Reason: The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community in accordance with the requirements of policies CS5 and CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Before the development commences, a report outlining the proposed mechanical ventilation system inlet location and details of any proposed filtration system shall be submitted to and approved in writing by the local planning authority.

Modelling must be undertaken to demonstrate that the air at the point of the proposed inlet will be below the National Air Quality Objective for Nitrogen Dioxide.

The relevant part of the works shall be carried out in accommodation with the details thus approved and shall be retained and maintained thereafter.

Reason: To ensure the amenity of future occupants in accordance with the requirements of policy CS5 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The two parking spaces hereby approved shall be clearly marked as disabled parking bays in perpetuity, and shall only be occupied by vehicles operated by blue badge holders. Such badges should be displayed on the vehicles at all times.

Reason: To ensure that disabled persons have adequate access to the site and that the spaces are not used for the parking of unauthorised vehicles, in accordance with the requirements of policy CS6 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6, DP18 and DP19 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.

- 13 The internal noise levels in the dwellings hereby approved shall not exceed an indoor ambient noise levels in unoccupied rooms of 30 dB(A) LA eq (1hour) and individual noise events shall not exceed 45 dB LAmax at any time of day or night.

Prior to first occupation of the development hereby approved, noise testing and an associated report to demonstrate compliance with the above levels shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the occupiers of the proposed flats are not unduly disturbed by nuisance from traffic noise, in accordance with policy CS5 of the Camden Core Strategy and policies DP26 and DP28 of the Camden Development Policies of the Camden Local Development Framework.

- 14 Before the development commences, a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to first occupation of the development and permanently retained thereafter.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 15 No part of the flat roof areas hereby approved shall be used as roof terraces, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise and disturbance of the neighbouring premises in accordance with the requirement of policy CS5 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.

- 16 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details in Arboricultural Impact Assessment Ref DFCP 2535.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 17 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.

- 18 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) 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 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)

- 3 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/councilcontacts/environment/cont-act-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.
- 4 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.
- 5 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 6 Prior approval must be sought from the TfL Road Directorate structural team for the construction of the basement floor prior to work commencing on site to ensure that the structural integrity of the TLRN public highway would not be adversely affected.

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



SAMUEL H. HOPE. Phil.



The information on this plan is based on the information provided by the applicant and is not to be used for any other purpose without the written consent of the planning authority.

**KEY**

- one bedroom flat
- two bedroom flat
- three bedroom flat
- amenity space
- green roof



PROPOSED FIRST FLOOR PLAN

**1-464-103 A**

Waugh  
Thistleton

**APPLICATION**

Site: 264 270 Finchley Road

Use: Proposed 1st floor plan

Date: April 2014

Scale: 1:500 (G.A.)

Drawn: AL

STEPHAN HARRIS

04.06.2014

SAMANTHA HOPE

SHL

ANK PLC by

of Attorney



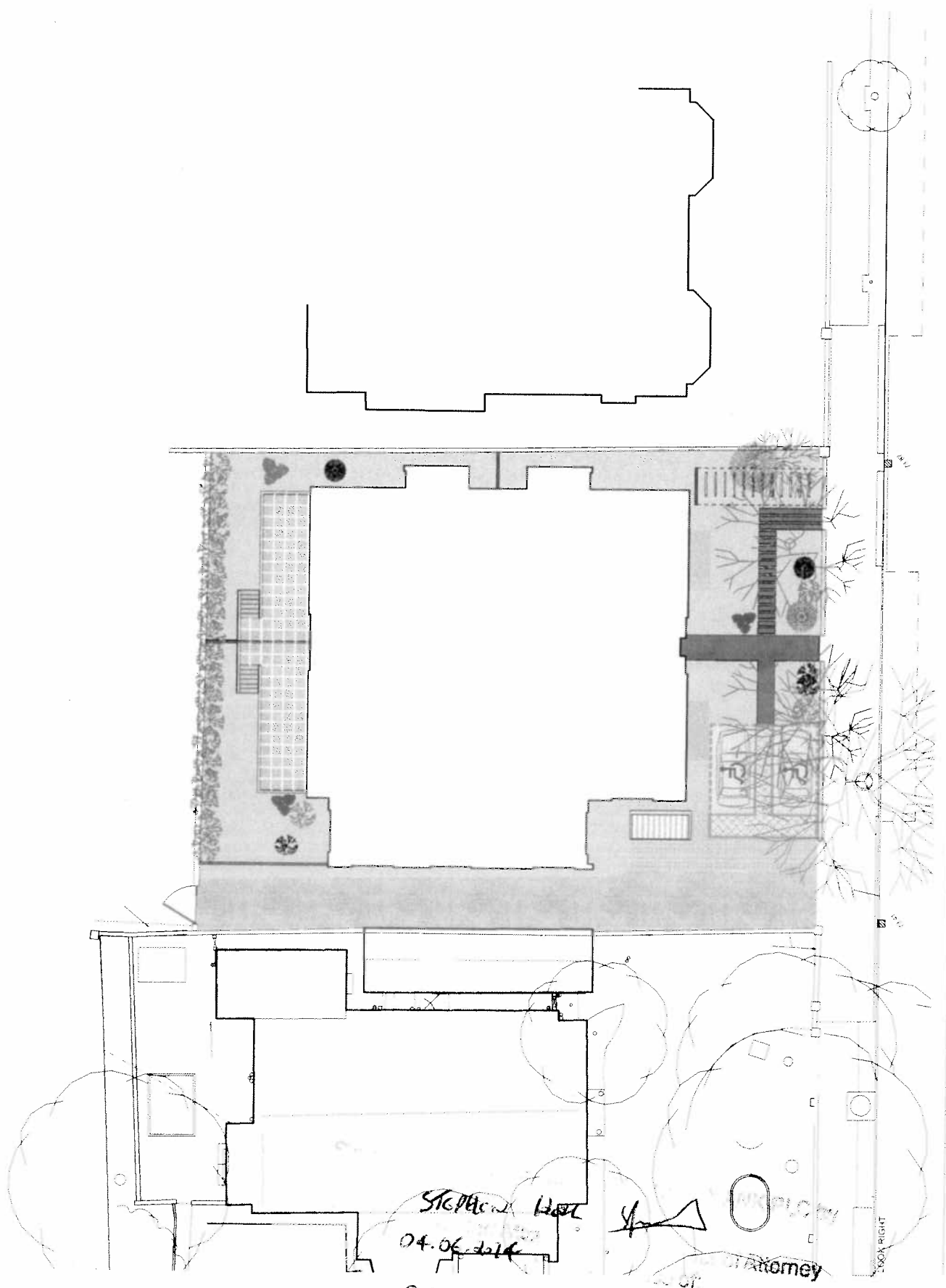
THE PROPERTY IS LOCATED AT THE CORNER OF THE INTERSECTION OF THE HIGHWAY 100 AND THE HIGHWAY 100 A. THE PROPERTY IS A 1.25 ACRE PARCEL. THE PROPOSED DEVELOPMENT IS A 1.25 ACRE PARCEL. THE PROPOSED DEVELOPMENT IS A 1.25 ACRE PARCEL.



APPLICATION  
 1-464-100 A

APPLICANT: Waugh Thistleton  
 PROJECT: 1-464-100 A  
 DATE: April 2014  
 SCALE: 1" = 20' @ 11"

PROPOSED SITE PLAN  
 1-464-100 A  
 1-464-100 A  
 1-464-100 A



PROPOSED SITE PLAN

STEPHEN HOLT  
 04.06.2014  
 SANANTHA HOPE  
 Attorney





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 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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

The Owner hereby covenants with the Council as follows:-

##### **4.1 AFFORDABLE HOUSING**

- 4.1.1 If at any time after the date of this Agreement sub-division of any of the residential units or any part of Development occurs (whether by permitted development or express consent) and/or a Subsequent Planning Permission is granted which gives consent to the development of additional floorspace for residential purposes and/or additional residential units ("the Subsequent Development") it shall be subject to an agreement with the Council ("the Subsequent Agreement") to secure either:-

- (a) the Off-Site Affordable Housing Contribution; or
- (b) that an appropriate percentage of the residential units permitted by the Subsequent Planning Permission are allocated as Affordable Housing such percentage to be applied either to the aggregate total of the residential units or to the Gross External Area inclusive of any proposed by any Subsequent Development.

4.1.2 Not to Implement or allow Implementation of any Subsequent Development until such time as the Owner has entered into the Subsequent Agreement as referred to in clause 4.1.1.

#### **4.2 CAR FREE DEVELOPMENT**

4.2.1 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.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 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 4.2.1 of this Agreement.

#### **4.3 CONSTRUCTION MANAGEMENT PLAN**

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

4.3.2 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.

4.3.3 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.

4.3.4 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.

#### **4.4 EDUCATION CONTRIBUTION**

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

4.4.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

#### **4.5 EMPLOYMENT AND TRAINING PLAN**

4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.5.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training 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 Employment and Training 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.

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training 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 Employment and Training Plan

#### 4.6 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.6.2 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.

4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has 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.

4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

#### 4.7 **HIGHWAYS CONTRIBUTION**

- 4.7.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.
- 4.7.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.7.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.7.4 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.
- 4.7.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.8 **LOCAL EMPLOYMENT**
- 4.8.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.
- 4.8.2 In order to facilitate compliance with the requirements of sub-clause 4.8.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-
- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;

- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors one week to these vacancies being advertised more widely;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.8.3 The Owner shall ensure that at all times during the Construction Phase no less than 1 construction trade apprentice shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks;
- (iii) paid at a rate not less than the national minimum wage; and
- (iv) be supported with a £1,500 apprentice contribution towards the cost of recruitment and training to be paid to the Council upon Implementation.

4.8.4 If the Owner is unable to provide the apprentices in accordance with Clause 4.8.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:-

- (a) forthwith pay the Council the Training and Employment Contribution in full; and
- (b) shall not Occupy or permit Occupation until such time as the Training and Employment Contribution has been paid in full.

- 4.8.5 Notwithstanding the provisions in clause 4.8.4 of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

#### 4.9 **LOCAL PROCUREMENT**

- 4.9.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.
- 4.9.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.9.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.9.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

#### 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 SUSTAINABILITY PLAN**

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

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

4.11.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

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

#### **4.12 WHEELCHAIR ACCESSIBLE UNITS / DISABLED CAR PARKING SPACES**

4.12.1 Following Occupation Date the Owner to ensure that each of the two Disabled Car Parking Spaces located on the Property be strictly allocated and used only by owners / occupiers of the Wheelchair Accessible Units and only to persons who are registered disabled blue badge holders in the following manner:

- owner / occupiers of flat 0.4 be allocated use of Disabled Car Parking Space labelled CP1 on Plan 3
- owner / occupiers of flat 1.2 be allocated use of Disabled Car Parking Space labelled CP2 on Plan 3

4.12.2 The owners and / or occupiers of the Wheelchair Accessible Units in the Development shall NOT assign lease licence consent to or enable the use of their allocated Disabled Car Parking Space to or by any other party.



- 4.12.3 If at any time the Disabled Car Parking Spaces are not being used by the owner / occupiers of the Wheelchair Accessible Units then to permit use by any other registered disabled blue badge holders.

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 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 2014/3327/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 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 2014/3327/P.
- 5.7 Payment of the financial 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 2014/3327/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.
- 5.8 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.
- 5.9 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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 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.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 2014/3327/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 The Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

## **7 RIGHTS OF THIRD PARTIES**

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

## **8. MORTGAGEE EXEMPTION**

8.1 The First Mortgagee and Second Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

8.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

## **9. JOINT AND SEVERAL LIABILITY**

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

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

Executed as a deed by  
**EVA MAGDOLNA KATONA BALLA-GODDARD** in the presence of:



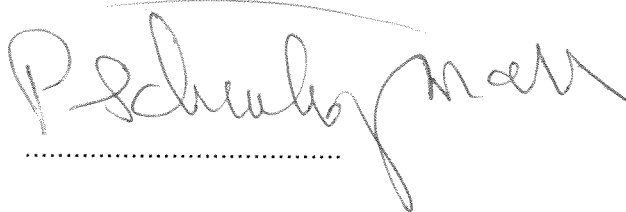
  
SIGNATURE OF WITNESS

NAME DR CORRAINE NYMW

ADDRESS 15 OAKLEIGH ROAD PINNER HAS 4 NB.

OCCUPATION DOCTOR

Executed as a deed by  
**PAMELA MARY SCHUTZMANN** in the presence of:



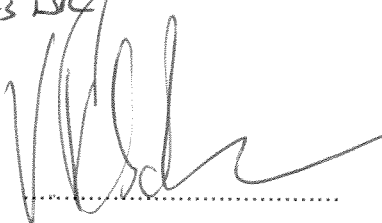
  
SIGNATURE OF WITNESS

NAME Jonathan Cohen

ADDRESS 10 Prouse Ave Brixton W23 1JR

OCCUPATION estate agent

Executed as a deed by  
**VIVIAN ROMAN SCHUTZMANN** in the presence of:



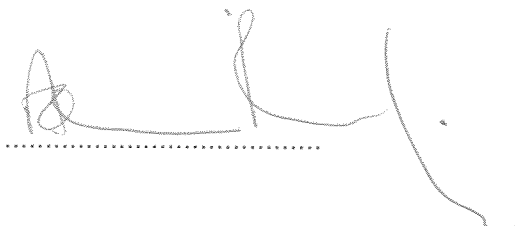
  
SIGNATURE OF WITNESS

NAME Jonathan Cohen

ADDRESS 10 Prouse Ave W23 1JR

OCCUPATION estate agent

Executed as a deed by  
**ADRIAN BRUNO PHILLIPS** in the presence of:



  
SIGNATURE OF WITNESS

NAME STEPHEN MITCHELL

ADDRESS 21 ELDER COURT, SAND HILL WAY, LONDON N16 6AG

OCCUPATION CONSULTANT

*Ann Miller*

SIGNATURE OF APPLICANT  
NAME SANDRA D COHEN  
ADDRESS 107 CREWYS ROAD - LONDON NW2 2AU  
OCCUPATION ACCOUNTANT

Authorised signatory

STEPHEN HALL 

Authorized signatory

### Power of Attorney

04.06.2014 in the presence of:

SAMANTHA HOPE



Authorised signatory

Authorised signatory

Each of Barclays Bank PLC, PO Box HK444, Leeds, LS11 8DD as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Company.

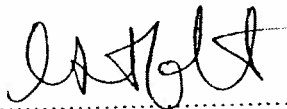
Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

This Power of Attorney replaces the Power of Attorney that was executed on 3 October 2013.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

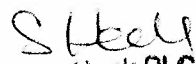
The Common Seal of  
Barclays Bank PLC  
was affixed in the Execution of this Deed  
in the presence of:



Assistant Secretary  
Authorised Sealing Officer  
BARCLAYS BANK PLC



I certify this to be a true and  
complete copy of the original

  
For Barclays Bank PLC  
Manager

Date 6/3/15

By this POWER OF ATTORNEY made by deed on 04<sup>th</sup> June 2014, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14,5HP (the "Company") APPOINT:

Petrina Madeleine Miller, Team Leader  
Rosemary Bradley, Senior Customer Agent  
Emma Jayne Goddard, Customer Agent  
Sharon Gail Hayes, Senior Customer Agent  
Victoria Rachel Martin, Senior Customer Agent  
Sharon Elizabeth Peverell, Customer Agent  
Jane Sutcliffe, Customer Agent  
Michelle Jacqueline Swales, Customer Agent  
Sandra Rose Helena Swanston, Team Leader  
Hayley Bedford, Customer Agent  
Debra Withington, Customer Agent  
Laura Ann Hewitt, Customer Agent  
Aumit Rasool, Customer Agent  
Yvonne Mckue, Senior Customer Agent  
Debra Kelly, Customer Agent  
Patricia Dawson, Customer Agent  
Kelly Lee Tose, Team Leader  
Raymond Jonathon Drake, Team Leader  
Nosheen Ali, Customer Agent  
Samantha Hall, Customer Agent  
Kathleen Angela Payne, Customer Agent  
Vincenzo Nicoletti, Customer Agent  
Michael Andrew Kalinowski, Customer Agent  
Ferhana Patel, Customer Agent  
Charlotte Ann Hannick, Customer Agent  
Michelle Victoria Phillips, Customer Agent  
Natalie Dawn Ann Dudley, Customer Agent  
Jacqueline Louise Wheeler, Customer Agent  
Donna Samantha Adamson, Senior Customer Agent  
Sarah Nugent, Team Leader  
Ian Kenneth Field, Customer Agent  
Nichola Maria Johnston, Operations Manager  
Susan Carol Henderson, Team Leader  
Kimberley Jayne Harvey, Team Leader  
Andrew Arthur Carter, Customer Agent  
Samra Arif, Customer Agent  
Faye Lamyman, Customer Agent  
Joanne Bowling, Customer Agent  
Anita Jane Artle., Customer Agent  
Stephen Hall, Senior Customer Agent  
Samantha Louise Hope, Customer Agent  
Shahzad Mehmood, Customer Agent



EXECUTED AS A DEED BY )  
**BLISS (FINCHLEY ROAD) LIMITED** )  
As Prospective Owner in the presence of:- )

acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED BY )  
**BLISS (FINCHLEY ROAD) LIMITED** )  
As Third Mortgagee in the presence of:- )

acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED BY )  
**BLISS SPACE LIMITED** )  
in the presence of:- )

acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

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

.....  
Authorised Signatory



## **THE FIRST 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](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](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
- 2) All drivers must have undertake 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**

## **THE SECOND SCHEDULE LOCAL PROCUREMENT CODE**

### **1. INTRODUCTION**

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owner s and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly

updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

## **2) MAIN REQUIREMENTS OF THE CODE**

### **A) CONSTRUCTION.**

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner , main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

#### **2.1 Actions & Responsibilities of Main Contractor**

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

- all local companies which are sent a tender enquiry or a

tender invitation detailing the date and the works package or items concerned;

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

- Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders.
  5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
  6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

## **2.2 Actions And Responsibilities of Sub-Contractors**

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
  - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
  - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

**B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT**

**Fitting out by tenants**

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

**Facilities Management**



The Owner and their agents shall use Reasonable Endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

DATED

*31st MARCH*

2015

- (1) EVA MAGDOLNA KATONA BALLA-GODDARD
- (2) PAMELA MARY SCHUTZMANN and VIVIAN ROMAN SCHUTZMANN
- (3) ADRIAN BRUNO PHILLIPS
- (4) EMMANUEL VAYIS
- (5) BARCLAYS BANK PLC
- (6) BANK OF SCOTLAND PLC
- (7) BLISS (FINCHLEY ROAD) LIMITED (as Third Mortgagee)
- (8) BLISS (FINCHLEY ROAD) LIMITED and BLISS SPACE LIMITED
- (9) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**  
relating to land known as  
264-270 Finchley Road, London, NW3 7AA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)