

DATED 30th MARCH 2015

(1) ST PANCRAS PROPERTY LIMITED

and

(2) CAMDEN LOFTS LIMITED

and

(3) CARTWRIGHT PICKARD ARCHITECTS LIMITED

and

(4) NRAM 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

1 CANAL SIDE STUDIOS 8-14 ST PANCRAS WAY LONDON NW1 0QG
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 5647
Fax: 020 7974 1920

1685.2965
2014/6623/P
FINAL 240315

THIS AGREEMENT is made the 30th day of MARCH 2015

B E T W E E N:

- i. **ST PANCRAS PROPERTY LIMITED** (Co. Regn. No. 05069250) whose registered office is at 1 Canal Side Studios 8-14 St Pancras Way London NW1 0QG (hereinafter called "the Freeholder") of the first part
- ii. **CAMDEN LOFTS LIMITED** (Co. Regn. No. 05190996) whose registered office is 1 Canal Side Studios, 8-14 St Pancras Way, London NW1 0QG (hereinafter called "the First Leaseholder") of the second part
- iii. **CARTWRIGHT PICKARD ARCHITECTS LIMITED** (Co. Regn. No. 03179673) whose registered office of 1 Canal Side Studios, 8-14 St Pancras Way, London NW1 0QG (hereinafter called "the Second Leaseholder") of the third part
- iv. **NRAM PLC** (Co. Regn. No. 03273685) of Croft Road Crossflatts Bingley West Yorkshire BD16 2UA (hereinafter called "the Mortgagee") of the fourth part
- v. **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

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL199932 subject to a charge to the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL885923 subject to a charge to the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL838085 and is interested in the Property for the purposes of Section 106 of the Act

- 1.4 The Freeholder, the First Leaseholder and the Second Leaseholder shall herein after be called "the Owner"
- 1.5 A Planning Application for the Development of the Property was submitted to the Council and validated on 20 October 2014 and the Council resolved to grant permission conditionally under reference number 2014/6623/P subject to conclusion of this legal Agreement
- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Numbers NGL199932 and NGL885923 both dated 27 July 2007 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|---|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |

- 2.4 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.5 "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
- 2.6 "the Development" Erection of a single storey extension (including the installation of rooflights) at third floor level (on the roof of existing office space) to provide 3 x 1 bedroom self-contained residential flats, including roof gardens, balconies, and a privacy screen at 3rd floor level and the installation of a glazed canopy at 4th floor level, with associated cycle storage at ground floor to existing offices (Class B1a) and residential (Class C3) uses as shown on drawing numbers Site location Plan (Ref: 593-AP-1-00); (Prefix: 593-AP-) 110; 111; 112; 113; 114; 115; 116; 120; 121; 122; 123, 200 Rev C, 201 Rev B; 202 Rev B; 203 Rev C; 204 Rev C; 205 Rev B; 206 Rev A; 210 Rev B; 211 Rev B; 212 Rev B; 213; 220 Rev B; 225 Rev B; Design and Access Statement by Cartwright Pickard Architects dated November 2014 (Rev A); Pre-application report (Ref: Appendix A); Planning Statement by Cartwright Pickard Architects (Ref: Appendix B); Construction Management Plan (Ref: Appendix C); Consultation with Local Organisations by Cartwright Pickards Architects (Ref: Appendix D); Lifetime Homes Assessment by Cartwright Pickards Architects (Ref: Appendix E); Energy Statement by Cartwright Pickard Architects (Ref: Appendix F); Code for Sustainable Homes by

Cartwright Pickards Architects/Synergy Consulting Engineers dated 17/11/2014 (Ref: Appendix G -Rev A); Planning, Sunlight, Daylight & overshadowing report by Cartwright Pickards Architects (Ref: Appendix H); Roof Garden Maintenance Statement (Ref: Appendix 1); Covering letter by Cartwright Pickards Architects dated 9th October 2014

2.7 “the Energy Efficiency and Renewable Energy Plan”

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

- (a) the incorporation of the measures set out in the submission document entitled Energy Statement Issue No 3 and dated October 2014 by Synergy
- (b) details of how the Owner will further reduce the Development’s carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

- (d) measures to enable future connection to a local energy network at the boundary of the Property and in the event that this is not viable then verification and a detailed justification to be provided ;
- (e) 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;
- (f) 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
- (g) 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

2.8 "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

- 2.9 "the Monitoring Fee" means the financial contribution in the sum of £1,095 (One Thousand and Ninety Five Pounds) payable by the Owner to the Council on or prior to the date of completion of this Agreement towards monitoring compliance with or default of the covenants and obligations contained within this Agreement by the Planning Obligations Monitoring Officer
- 2.10 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.11 "the Parties" means the Council, the Owner and the Mortgagee
- 2.12 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 20 October 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/6623/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 1 Canal Side Studios 8-14 St Pancras Way London NW1 0QG 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
- 2.18 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-
- (a) achieve at least Level 4 of the Code for Sustainable Homes attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;
 - (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 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

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 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 of 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**

4.1 CAR FREE

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to the Occupation of 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 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.2.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.2.2 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.

4.2.3 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.

4.2.4 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.

4.3 SUSTAINABILITY PLAN

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

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

4.3.3 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.

4.3.4 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.

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 2014/6623/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 The Owner agrees to pay the Monitoring Fee on or prior to completion of this Agreement.
- 5.6 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.
- 5.7 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 2014/6623/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 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 2014/6623/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 Mortgagee 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. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees 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 agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

8.1 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**

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

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

EXECUTED AS A DEED BY)
ST PANCRAS PROPERTY LIMITED)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)

.....


Director

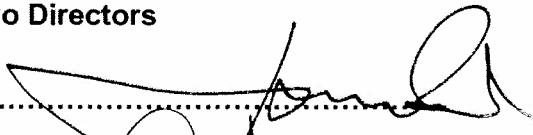
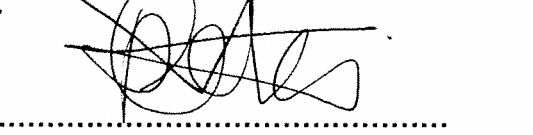
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Director/~~Secretary~~

JAMES PICKARD

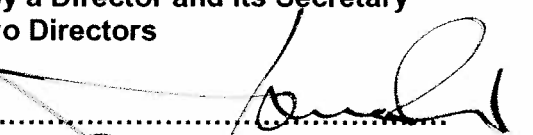
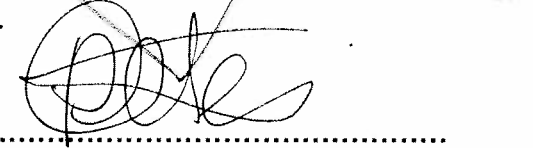
PETER CARTWRIGHT

EXECUTED AS A DEED BY)
CAMDEN LOFTS LIMITED)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)

.....
Director 
.....
Director/Secretary 

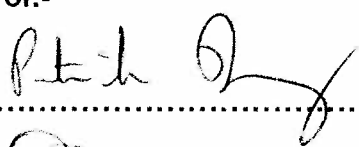
JAMES PICKARD
PETER CARTWRIGHT

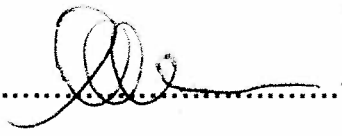
EXECUTED AS A DEED BY)
CARTWRIGHT PICKARD ARCHITECTS)
LIMITED)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)

.....
Director 
.....
Director/Secretary 

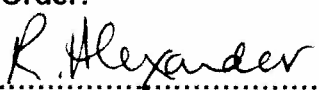
JAMES PICKARD
PETER CARTWRIGHT

EXECUTED as a Deed by affixing the)
Common Seal of NRAM PLC in the)
presence of:-)

.....
..... Authorised Signatory

.....
..... Authorised Signatory

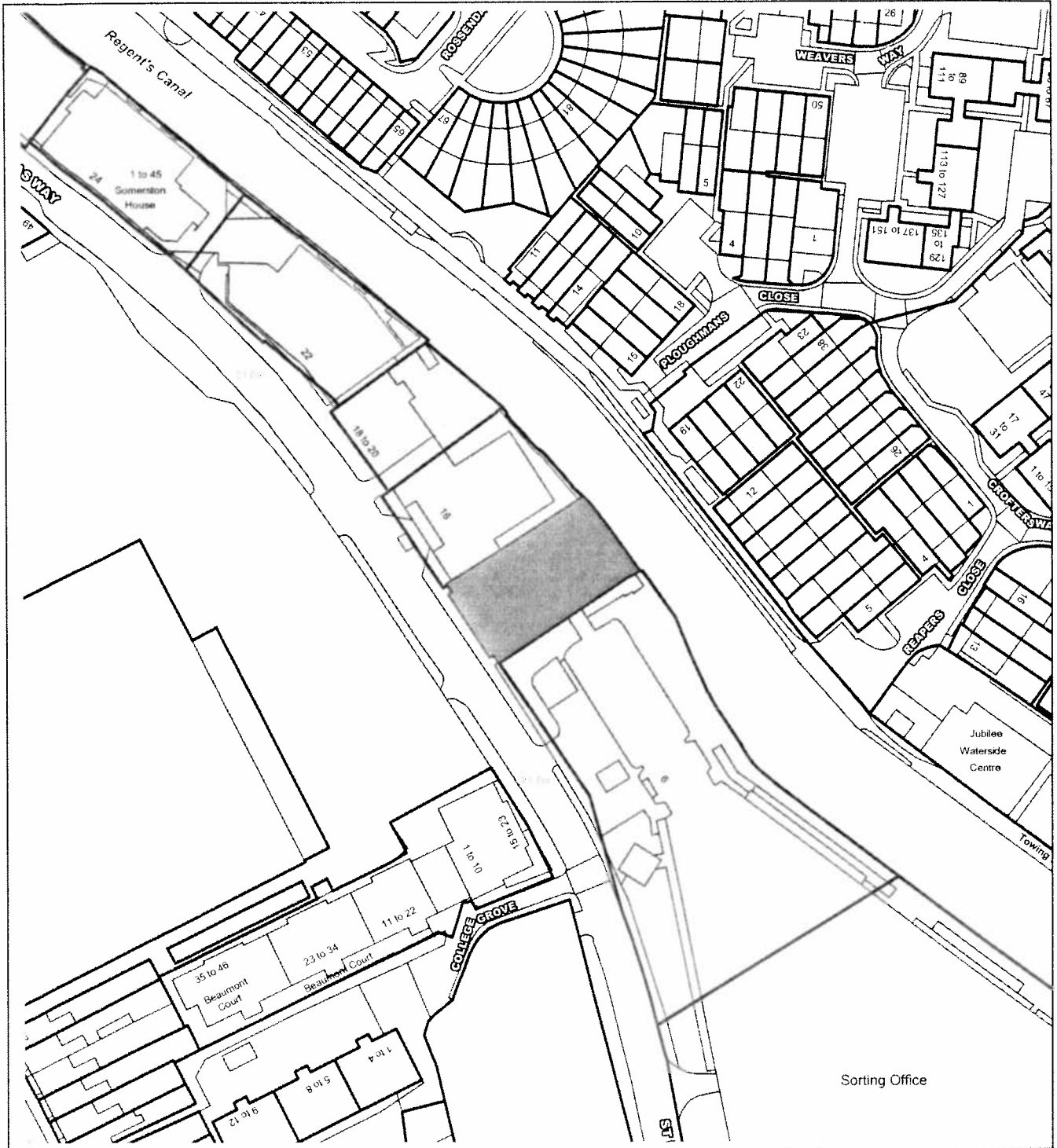
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....

.....
Authorised Signatory



1 CANAL SIDE STUDIOS 8-14 ST PANCRAS WAY
LONDON NW1 0QG - 2014/6623/P

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[Handwritten signatures]
FOR CARTWRIGHT PICKARD FOR ST. PANCRAS PROPERTIES LTD BR LONDON LOFTS LTD R. Alexander



Mr James Pickard
1 Canal Side Studios
8-14 St. Pancras Way
London
NW1 0QG

Application Ref: **2014/6623/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:

Cartwright Pickard Architects Ltd
8 Canalside Studios
St. Pancras Way
London
NW1 0QG.

Proposal:

DECISION
Erection of a single storey extension (including the installation of rooflights) at third floor level (on the roof of existing office space) to provide 3 x 1 bedroom self-contained residential flats, including roof gardens, balconies, and a privacy screen at 3rd floor level and the installation of a glazed canopy at 4th floor level, with associated cycle storage at ground floor to existing offices (Class B1a) and residential (Class C3) uses

Drawing Nos: Site location Plan (Ref: 593-AP-1-00); (Prefix: 593-AP-) 110; 111; 112; 113; 114; 115; 116; 120; 121; 122; 123, 200 Rev C, 201 Rev B; 202 Rev B; 203 Rev C; 204 Rev C; 205 Rev B; 206 Rev A; 210 Rev B; 211 Rev B; 212 Rev B; 213; 220 Rev B; 225 Rev B; Design and Access Statement by Cartwright Pickard Architects dated November 2014 (Rev A); Pre-application report (Ref: Appendix A); Planning Statement by Cartwright Pickard Architects (Ref: Appendix B); Construction Management Plan (Ref: Appendix C); Consultation with Local Organisations by Cartwright Pickards Architects (Ref: Appendix D); Lifetime Homes Assessment by Cartwright Pickards Architects (Ref: Appendix E); Energy Statement by Cartwright Pickard Architects (Ref: Appendix F); Code for Sustainable Homes by Cartwright Pickards Architects/Synergy Consulting Engineers dated 17/11/2014 (Ref: Appendix G -Rev A); Planning, Sunlight, Daylight & overshadowing report by Cartwright Pickards Architects (Ref: Appendix H); Roof Garden Maintenance Statement

(Ref: Appendix 1); Covering letter by Cartwright Pickards Architects dated 9th October 2014

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 3 Prior to occupation of the three new residential units the 1.8 metre high glazed screen shall be erected on the north-west elevation as indicated on the approved drawings and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable levels of overlooking and loss of privacy to future occupiers and existing residential units in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 4 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 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the first occupation of the three new residential units the roof garden shall be fully provided in accordance with the approved details and thereafter be 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 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity), and CS16 (Improving Camden's health and well being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to occupation of the three new residential units the secure and covered cycle storage area for three cycles shall be provided in accordance with the approved drawing and be permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location Plan (Ref: 593-AP-1-00); (Prefix: 593-AP-) 110; 111; 112; 113; 114; 115; 116; 120; 121; 122; 123, 200 Rev C, 201 Rev B; 202 Rev B; 203 Rev C; 204 Rev C; 205 Rev B; 206 Rev A; 210 Rev B; 211 Rev B; 212 Rev B; 213; 220 Rev B; 225 Rev B; Design and Access Statement by Cartwright Pickard Architects dated November 2014 (Rev A); Pre-application report (Ref: Appendix A); Planning Statement by Cartwright Pickard Architects (Ref: Appendix B); Construction Management Plan (Ref: Appendix C); Consultation with Local Organisations by Cartwright Pickards Architects (Ref: Appendix D); Lifetime Homes Assessment by Cartwright Pickards Architects (Ref: Appendix E); Energy Statement by Cartwright Pickard Architects (Ref: Appendix F); Code for Sustainable Homes by Cartwright Pickards Architects/Synergy Consulting Engineers dated 17/11/2014 (Ref: Appendix G -Rev A); Planning, Sunlight, Daylight & overshadowing report by Cartwright Pickards Architects (Ref: Appendix H); Roof Garden Maintenance

Statement (Ref: Appendix 1); Covering letter by Cartwright Pickards Architects dated 9th October 2014

Reason:

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

Informative(s):

1 Reasons for granting permission.

The height, depth and position of the rear extension are considered to be appropriate within this part of the canal and will not be overbearing by virtue of its size and location. In terms of the detailed design, the projecting balconies will not overhang the canal, and are well integrated within the design of the façade and sits comfortably with the existing building below. The proposed external cladding material and scale and position of window openings are considered to be appropriate. Due to its size and location, the proposed rear extension would not significantly harm the amenity of any adjoining residential occupiers in terms of loss of light, although it is acknowledged that there will be a loss of daylight to some of the rooms at no. 16 St Pancras way by virtue of the windows located on the flank elevation. However, this would not be to an unacceptable degree. 14 flats of different sizes already exist at the site, therefore the proposal for the additional 3x1 bed flats is considered to be appropriate in the location and is considered to be acceptable in terms of the dwelling mix, unit sizes and the level of residential amenity provided. The proposal would not have any significant impact on residential amenity in terms of the loss of outlook, adding to the sense of enclosure or privacy.

Such an extension in this location is not considered harmful to the character or appearance of the host building, street scene. Given that the extension is to be located to the rear of the site and not readily visible from the wider public realm, the proposal is considered to preserve the canal setting and the character and appearance of this part of the Regent's Canal conservation area.

72 Neighbours were consulted. A site notice was displayed on 05/11/2014, expiring on 26/11/2014, and a public notice displayed in the local press on 06/11/2014, expiring on 27/11/2014. No objections have been received as a result. The sites planning history was taken into account when coming to this decision.

Considerable importance and weight has been attached to the harm and special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 (CA's) of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013

As such, the proposed development is in general accordance with policies CS5, CS6, CS11, CS13, CS14, CS15, CS16 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP56, DP17, DP22, DP23, DP24, DP25 and DP26 of the London Borough of

Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.8, 3.9, 3.14, 7.4, 7.6 and 7.8 of the London Plan 2011; and paragraphs 14, 17, 56 -66 and 126-141 of the National Planning Policy Framework.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 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/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.
- 4 With regard to condition no. 4 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 5 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 6 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.

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

30th MARCH

2015

(1) ST PANCRAS PROPERTY LIMITED

and

(2) CAMDEN LOFTS LIMITED

and

(3) CARTWRIGHT PICKARD ARCHITECTS LIMITED

and

(4) NRAM 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

1 CANAL SIDE STUDIOS 8-14 ST PANCRAS WAY LONDON NW1 0QG
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)