

DATED

*AM Mark*

2014

(1) THE TRUSTEES OF  
ST PETER'S ITALIAN CATHOLIC CHURCH

and

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

**A G R E E M E N T**  
relating to land known as  
124-134 Clerkenwell Road, London EC1R 5DJ  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

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G:\case files\culture & env\planning\Imm/s106 Agreements (2014/2999/P)  
CLS/COM/LMM/1685.

THIS AGREEMENT is made the 4th day of March 2014

**BETWEEN:**

- i. **THE TRUSTEES OF ST PETER'S ITALIAN CATHOLIC CHURCH** (registered as a charity with registered number 252930) of 4 Back Hill, Clerkenwell Road, London EC1R 5EN (hereinafter called "the Owner") of the first part, being, **NICOLA GALLUCCI, ANDREA FULCO and GIUSEPPE DE CARO** each of 4 Back Hill, Clerkenwell Road, London EC1R 5EN
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL912984.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 22 May 2014 and the Council resolved to grant permission conditionally under reference number 2014/2999/P subject to conclusion of this legal Agreement.
- 1.4 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.
- 1.5 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.

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

1.7 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.

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 Community Plan" a plan to secure the refurbishment of the third floor of the adjacent property at 2-4 Back Hill so that it can continue to provide space for church related activities and non-church groups such as self-help groups, but with a higher capacity than the existing 138sqm of floorspace and to ensure that the new space is properly refurbished, advertised, retained and available to the local community

2.4 "the Development" change of use and works of conversion to existing office space, community space and 3 x self-contained flats into a 43 room hotel, part retained office space and 3 x self-contained flats including rear stairwell extensions and associated external alterations. as shown on the

Site Location Plan and drawing numbers 001-100A; 002-100 A; 012-100A; 011-100A; 004-100 A; 005-100A; 006-100A; 007-100A; 008-100A; 009-100A; 013-100A; 010-100a; 011-100A; 010-200C; 011-200B; 002-200A; 003-200A; 004-200A; 005-200A; 006-200B; 007-200A; 011-200B; 008-200A; 001-300; 002-400A; Residential units: refuse bins and bicycle strategy; Design and Access Statement (dated April 2014); Energy Assessment (Issued 13/08/2014); Preliminary BREEAM Assessment (Issued 05/04/2014); Construction Management Plan (16/04/2014); Environmental Noise Level Survey & Plant Noise Criteria (5th March 2014); Transport Statement (16/04/2014);

## 2.5 "the Highways Contribution"

the sum of £23,776 (twenty three thousand seven hundred and seventy six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the repaving of the footway and carrying out any repairs or reinstatements necessary to vehicle crossovers etc as a result of the Development ("the Highways Works") 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

- 2.6 "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
- 2.7 "King's Cross Construction" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.8 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.9 "the Open Space Contribution" the sum of £58,000 (fifty eight thousand pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision within the London Borough of Camden of public open space
- 2.10 "the Parties" mean the Council and the Owner
- 2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 25 January 2012 for which a resolution to grant permission has been passed conditionally under reference number 2014/2999/P subject to conclusion of this Agreement
- 2.12 "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
- 2.13 "the Planning Permission"
- a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property"
- the land forming part of title number NGL912984 known as 124-134 Clerkenwell Road London EC1R 5DJ the same as shown outlined in red on the plan annexed hereto
- 2.15 "Public Realm Contribution"
- the sum of £7,000 (seven thousand pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, environmental and public realm improvements in the vicinity of the Property
- 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 Service Management Plan"

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

- (a) a requirement for delivery vehicles to unload from a specific suitable location or locations;
- (b) details of the person(s) responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles;
- (g) measures to deal with any public safety or highway safety issues arising from deliveries;
- (h) measures taken to address servicing movements associated with the Property

with a view inter alia to combining and/or reducing servicing where practicable and minimising the demand for the same;

- (i) measures to deal with setting down, picking up and waiting/manoeuvring on the streets in the vicinity of the Property, in particular restrictions/controls over coach drop off points, avoiding Clerkenwell Road;
- (j) details of arrangements for refuse storage and servicing; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.19 "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) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in 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 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

2.20 "the Training and Employment Contribution"

the sum of £14,231 (fourteen thousand two hundred and thirty one pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of employment and training within the London Borough of Camden

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 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:-

**Development to be "car free"**

- 4.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owners 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 The Owner for itself and its successors in title to the Property hereby acknowledge that the provision in Clause 4.1 above will bind the Property permanently.
- 4.3 On or prior to the Occupation Date to 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 of this Agreement.

#### **Community Plan**

- 4.4 Prior to the Implementation Date to submit to the Council for approval the Community Plan
- 4.5 After the Occupation Date not to occupy or permit occupation of any part of the Development at any time when the Community Plan as approved by the Council from time to time is not being adhered.

#### **Highways Contribution**

- 4.6 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full as demonstrated by written notice to that effect.

#### **Open Space Contribution**

- 4.7 On or prior to the Implementation Date to pay to the Council the Open Space Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Open Space Contribution in full as demonstrated by written notice to that effect.

#### **Public Realm Contribution**

- 4.8 On or prior to the Implementation Date to pay to the Council the Public Realm Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Public Realm Contribution in full as demonstrated by written notice to that effect.

#### **Training and Employment Contribution**

- 4.9 On or prior to the Implementation Date to pay to the Council the Training and Employment Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Training and Employment Contribution in full as demonstrated by written notice to that effect.

#### **Service Management Plan**

- 4.10 Prior to the Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.11 Once the Council has approved the Service Management Plan (as evidenced by notice in writing), not to occupy the Development at any time when it is not being managed in accordance with the Service Management Plan as approved by the Council, subject to any variation of the said plan agreed with the Council in writing.

#### **Local Employment**

- 4.12 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.
- 4.13 In order to facilitate compliance with the requirements of sub-clause 4.10 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; 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 King's Cross Construction;

- b) King's Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
  - c) that King's Cross Construction 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 Kings Cross Construction and employed during the Construction Phase.
- 4.14 During the Construction Phase the Owner shall use all reasonable endeavours to 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 Kings Cross Construction.

### **Sustainability Plan**

- 4.15 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.16 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.17 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.
- 4.18 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 Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2014/2999/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 to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2014/2999/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4.6, 4.7, 4.8 and/or 4.9 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 application reference number 2014/2999/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 reference number 2014/2999/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 nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.


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


6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

7.1 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 has executed this instrument as a Deed the day and year first before written

AS TRUSTEE OF )  
ST PETER'S ITALIAN CATHOLIC CHURCH )  
By )  
NICOLA GALLUCCI )  
 )  
in the presence of:- )

  
.....  
Witness Signature

Witness Name PIETRO GATTO

Address VIALE DEI PARIGLI 87 - 00197 Roma IT

Occupation LAWYER

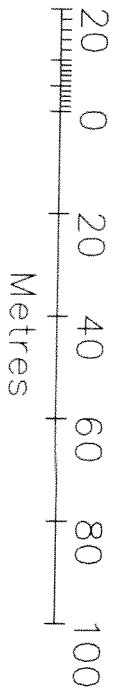
THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )

*R Alexander*

.....  
Authorised Signatory



- BUILDINGS UNDER PROJECT
- BUILDINGS UNDER THE SAME OWNERSHIP



1. This drawing has been based upon a measured survey drawing by others. As a result, the precision of the dimensions indicated is dependent upon the information supplied.
2. While this drawing can be used as a basic drawing for construction purposes, it is VERY IMPORTANT that all dimensions are checked carefully before any work commences or any materials are ordered.
3. Where applicable, it would be prudent for a structural engineer and/or a party who is not a party to this drawing to be consulted for as far as possible, these references have been indicated. This is not necessarily exhaustive and the wider scope of proposed works should be reviewed.
4. Unless other arrangements have been specifically made, your business should ensure that you comply with all requirements of the Building Regulations. Your building contractor should also liaise with the Building Control Officer regarding routine inspections of the work.



This is a **Detail Level Drawing** and can be used as a basis for construction.

It is important to discuss all stages of your project with your architect and builder together, to ensure the appropriate level of detail is provided, see Section G of the Services Menu.

Nonetheless, all dimensions must be checked on site and templates formed as appropriate to ensure any manufactured item is correct for its application.

All dimensions are to millimetres  
A4 drawings to be checked on site

**Emanuele Falaschi - SpaceArchitecture - Interior design**  
27 Leys Court, Barkton Road  
London SW9 7YA  
Tel: 0792 8068 739  
Email: e.falaschi@spacearchitect.com



Drawing name: Site Map		Job no: 140321	Drawing no: 001 - 100
Date: April 2014	Scale: 1:1250 @ A3	Revisions: A	Checked by: E.F.



**Regeneration and Planning  
Development Management**  
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[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Application Ref: **2014/2999/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:  
**124- 132 and 134 Clerkenwell Road**  
London  
EC1R 5DJ

**DECISION**  
Proposal:

Change of use and works of conversion to existing office space, community space and 3x self-contained flats into a 43 room hotel, part retained office space and 3 x self-contained flats including rear stairwell extensions and associated external alterations.

Drawing Nos: 001-100A; 002-100 A; 012-100A; 011-100A; 004-100 A; 005-100A; 006-100A; 007-100A; 008-100A; 009-100A; 013-100A; 010-100a; 011-100A; 010-200C; 011-200B; 002-200A; 003-200A; 004-200A; 005-200A; 006-200B; 007-200A; 011-200B; 008-200A; 001-300; 002-400A; Residential units: refuse bins and bicycle strategy; Design and Access Statement (dated April 2014); Energy Assessment (Issued 13/08/2014); Preliminary BREEAM Assessment (Issued 05/04/2014); Construction Management Plan (16/04/2014); Environmental Noise Level Survey & Plant Noise Criteria (5th March 2014); Transport Statement (16/04/2014);

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**.

- 5 Before the development commences, details of the proposed cycle storage, comprising 3 x cycles for the residential use and 6 x cycles for the hotel use, shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units and the operation of the hotel, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 6 No primary cooking shall take place within the C1 (Hotel) hereby approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the development commences, details of the location, design and method of waste storage and removal (including recycled materials) shall be submitted to and approved by the Council and the approved facility shall thereafter be provided prior to the commencement of the hotel use and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

Culture and Environment Directorate

**DRAFT**

**DECISION**