

DATED

2 June

2015

(1) SAGER HOUSE (HAMPSTEAD) LIMITED

and

(2) NATIONAL ASSET LOAN MANAGEMENT LIMITED

and

(3) EXISTENTIAL ACADEMY LIMITED

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

Unit 5, 63 Fortune Green Road, London, NW6 1DR
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

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CLS/COM/LMM/1685.2680
FINAL 020115

THIS AGREEMENT is made the 2 day of June 2015

BETWEEN:

- i. **SAGER HOUSE (HAMPSTEAD) LIMITED** (Co. Regn. No. 4207091) of 50 Seymour Street, London W1H 7JG (hereinafter called "the Freehold Owner") of the first part
- ii. **NATIONAL ASSET LOAN MANAGEMENT LIMITED** (incorporated in Ireland) (~~UK-Regn. No. FC480246~~) of Treasury Building, Grand Canal Street, Dublin 2, Ireland (hereinafter called "Mortgagee") of the second part
- iii. **EXISTENTIAL ACADEMY LIMITED** (Co. Regn: 07058358) of 27 Brocco Bank Sheffield S11 8RQ (hereinafter called "the Leasehold Owner") of the third part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. WHEREAS

- 1.1 The Freehold Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL785640 subject to a charge to the Mortgagee.
- 1.2 The Freehold Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leasehold Owner has entered into a lease dated 6th August 2014 in respect of the Development and registered under Title Number NGL946880.
- 1.4 The Expected Leasehold Owner intends to be the leasehold 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 herein.
- 1.5 The Freehold Owner and the Leasehold Owner shall hereinafter be referred to as "the Owners".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 4th March 2014 and the Council resolved to grant permission conditionally under reference number 2014/1403/P subject to conclusion of this legal Agreement.
- 1.7 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.
- 1.8 For that purpose the Owners are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL785640 and dated 10th October 2006 (hereinafter called "the Legal Charge") 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 | "Cycle Space" | a designated space for the storage and securing of a bicycle on the Property whose location is shown on Development drawings |
| 2.4 | "the Cycle Stand Contribution" | the sum of £1,200 (one thousand two hundred 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 for the provision of three on-street Sheffield cycle stands

2.5 "the Development"

Change use of existing Class A1/A2/A3 flexible use commercial unit to include adult education centre (Class D1) as shown on drawing numbers 1009/PL01, 1009/PL02, 1009-EX-100, 1009-DD-GA-101 Rev C, 1009-DD-GA-110 Rev A, 1009/PL06, Planning Statement and Transport Statement.

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 "the Level Plans"

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

2.8 "Occupation Date"

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

2.9 "the Parties"

mean the Council the Owners and the Mortgagee

2.10 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 4th March 2014 for which a resolution to grant permission has been passed conditionally under reference number

2014/1403/P subject to conclusion of this Agreement

- 2.11 "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
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as Unit 5, 63 Fortune Green Road, London NW6 1DR the same as shown shaded grey on the plan annexed hereto
- 2.14 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.15 "the Travel Plan Monitoring Contribution" the sum of £2,951 (two thousand nine hundred and fifty 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 in the event of receipt for the review and approve the Owners' Travel Plan over a six year period from the date of first Occupation of the Development
- 2.16 "the Travel Plan Co-ordinator" an appropriately qualified and/or experienced person appointed by the Owners to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting

and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.17 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owners in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the First Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to above in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council

- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) 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

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 Owners as provided herein and against any person deriving title to any part of the Property from the Owners 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 and 8 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 Owners 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 Owners hereby covenants with the Council as follows:-

4.1 **CYCLE SPACES**

4.1.1 On or prior to the Implementation Date to pay to the Council the Cycle Stand Contribution

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Cycle Stand Contribution towards the provision of 3 on-street cycle stands.

4.1.3 To ensure that prior to the Occupation of the Development the Owners ensure the provision of 5 on-site Cycle Spaces at an appropriate location on the Property

4.1.4 To ensure that following Occupation of the Development the Owners shall ensure the on-going provision and maintenance of the 5 on-site Cycle Spaces on the Property at the Owners' expense.

4.1.5 The Owners for itself and its successors in title to the Property hereby acknowledges that the obligation in Clause 4.1.4 will remain in perpetuity.

4.2 **TRAVEL PLAN**

4.2.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

4.2.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.2.3 The Owners covenant with the Council that after the Occupation Date the Owners 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 Travel 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 Travel Plan.

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

5.1 The Owners 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 Owners shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2014/1403/P the date upon which the Development is ready for Occupation.

5.3 The Owners 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 Owners 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 Owners possession (at the Owners expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owners agree declare and covenant 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 Owners 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 Owners 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 Owners 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 2014/1403/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4 of this Agreement shall be made by the Owners 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 2014/1403/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 and the Mortgagee 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 Owners.
- 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP 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 2014/1403/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 Owners agree 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 Owners hereby covenant 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 Owners 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 acknowledges and declares that this Agreement is entered into by the Owners with the Mortgagee's consent and that the Property shall be bound by the obligations contained in this Agreement and that the security of the Mortgagee's charge over the Property shall take effect subject to this Agreement PROVIDED ALWAYS THAT it is the intention of the parties to this Agreement that no mortgagee (including the Mortgagee) with an interest in the Property shall be bound by the obligation contained within this Agreement unless that mortgagee enters into possession of the Property.

8. JOINT AND SEVERAL LIABILITY

8.1 All Covenants made by the Owners 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 Owners and the Mortgagee have executed this instrument as their Deed the day and year first before written

~~THE COMMON SEAL OF~~)
EXECUTED AS A DEED BY)
SAGER HOUSE (HAMPSTEAD) LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY
EXISTENTIAL ACADEMY LIMITED
in the presence of:

}
[Signature]
01487 777777
Director

.....
Witness Signature

.....
Witness Name

.....
Address

.....
Occupation

[Signature]
Emmy van Duijzen
Director

or authorized signatory *Authorized signatory*

[Handwritten Signature]
APPROVED FOR SEALING *By MOK*
llh.

PRESENT WHEN THE COMMON SEAL OF
EXECUTED as a Deed)
By NATIONAL ASSET LOAN)
MANAGEMENT LIMITED)
WAS AFFIXED HERETO :)
By)
in the presence of-)
.....

[Handwritten Signature]
DEIRDRE McCABE
Company Secretary

[Handwritten Signature]
BRENDAN CUNNANE
Authorised Signatory

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

[Handwritten Signature]
.....
Authorised Signatory *JUANNE REEVES.*



THE FIRST SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... “*All developments which generate significant amounts of movement should be required to provide a Travel Plan.*”

For further advice on developing a Travel Plan see the Transport for London’s travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owners will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan (“the Plan) the Owners shall ensure that provisions relating to the following matters are contained within the Plan:-

- 1. Public Transport and walking**
 - a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
 - b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
 - c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
 - d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

- 2. Taxis and Minicabs**

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owners shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owners will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

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Unit 5
63 Fortune Green Road
London
NW6 1DR
(2014/1403/P)





Metropolis Planning & Design
4 Underwood Row
London
N1 7LQApplication Ref: **2014/1403/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:

**Unit 5
63 Fortune Green Road
London
NW6 1DR**

Proposal:

Change use of existing Class A1/A2/A3 flexible use commercial unit to include adult education centre (Class D1)
Drawing Nos: 1009/PL01, 1009/PL02, 1009-EX-100, 1009-DD-GA-101 Rev C, 1009-DD-GA-110 Rev A, 1009/PL06, Planning Statement and Transport Statement.**DECISION**
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 1009/PL01, 1009/PL02, 1009-EX-100, 1009-DD-GA-101 Rev C, 1009-DD-GA-110 Rev A, 1009/PL06, Planning Statement and Transport Statement.

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

- 3 The use hereby permitted shall not be carried out outside the times of 0700hrs to 2200hrs.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Notwithstanding the provisions of Class D1 (Non-residential Institutions) of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification, the premises shall only be used as an adult educational centre, or A1/A2/A3 use, and for no other purposes.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises and immediate area by reason of noise, traffic congestion, excessive on-street parking pressure and the like and to accord with policies CS1, CS5, CS10 and CS11 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP15, DP16, DP19, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 3 of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises and immediate area by reason of noise, traffic congestion, excessive on-street parking pressure and the like and to accord with policies CS1, CS5, CS10 and CS11 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP15, DP16, DP19, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The development shall be carried out in accordance with the approved plans and at no time shall there be any amalgamation with other units or sub-division of the unit, nor shall more than one organisation occupy the unit, without the prior written approval of the Local Planning Authority.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises and immediate area by reason of noise, traffic congestion, excessive on-street parking pressure and the like and to accord with policies CS1, CS5, CS10 and CS11 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP15, DP16, DP19, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 4 This permission is granted without prejudice to the necessity of obtaining consent for any external works to the existing building.
- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

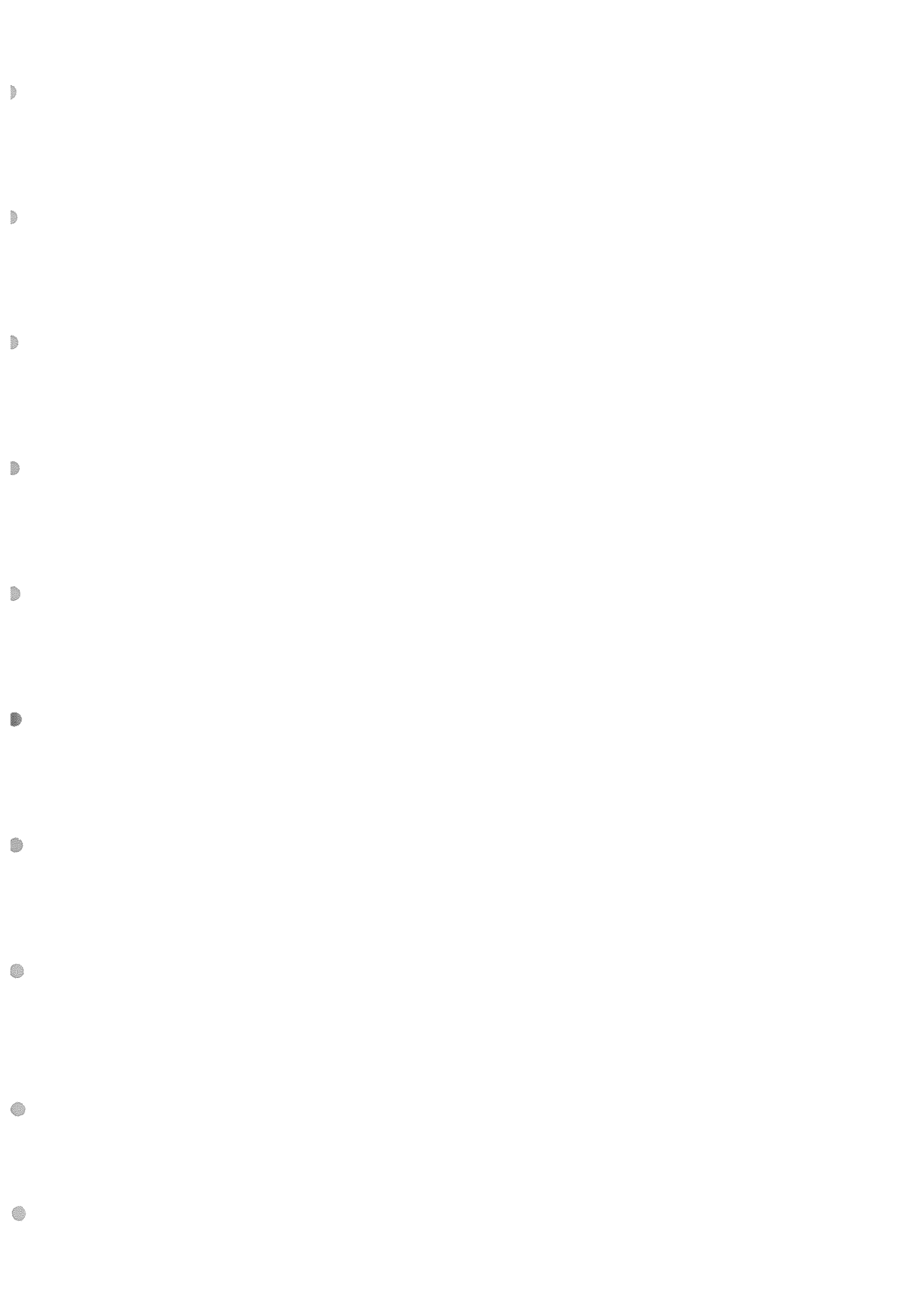
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION



DATED

2 June

2015

(1) SAGER HOUSE (HAMPSTEAD) LIMITED

and

(2) NATIONAL ASSET LOAN MANAGEMENT LIMITED

and

(3) EXISTENTIAL ACADEMY LIMITED

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

Unit 5, 63 Fortune Green Road, London, NW6 1DR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980