

DATED 23 July 2015

**(1) TAVISTOCK AND PORTMAN NHS FOUNDATION TRUST**

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

**The Tavistock Centre 120 Belsize Lane London NW3 5BA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980**

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

Tel: 020 7974 1918  
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CLS/COM/ESA/1781.142  
FINAL

THE UNIVERSITY OF CHICAGO

# COURT REPORT

IN THE MATTER OF THE ESTATE OF

JOHN D. ROSS, DECEASED

THIS AGREEMENT is made the 23<sup>rd</sup> day of July 2015

**BETWEEN:**

- i. **TAVISTOCK AND PORTMAN NHS FOUNDATION TRUST** of Tavistock Centre 120 Belsize Lane London NW3 5BA (hereinafter called "the Owner") of the first part
- 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 NGL727339.
- 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 1 December 2014 and the Council resolved to grant permission conditionally under reference number 2014/7088/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

**2. DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "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 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the structures on the Property and the building out of the Development;
  - (ii) incorporation of the provisions set out in the First Schedule annexed hereto

- (iii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in

Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.7 "the Development"

erection of a part two storey part single storey building at r/o 120 Belsize Lane for a temporary period of three years as shown on drawing numbers:- Design and Access statement, 14053(00)001, 14053(00)002, 14053(00)003, 14053(00)004, 14053(00)006, 14053(01)001, 14053(01)002, 14053(01)003, 14053(01)004, 14053(02)001, 14053(02)002, 14053(02)003

2.10 "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

2.12 "Occupation Date"

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

2.13 "the Parties"

mean the Council and the Owner

2.14 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 1 December 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/7088/P subject to conclusion of this Agreement

2.15 "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
- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as the Tavistock Centre 120 Belsize Lane London NW3 5BA the same as shown shaded grey on the plan annexed hereto

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:-

##### 4.1 **Construction Management Plan**

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

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.



**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 2014/7088/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and

citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2014/7088/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 2014/7088/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 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 the effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect and on written request by the Owner the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 Where any consent approval acknowledgement or expression of satisfaction is required from any of the Parties pursuant to the provisions of this Agreement it will not be unreasonably withheld or delayed.

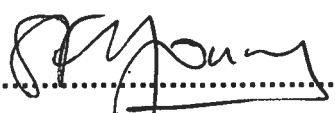
**7. RIGHTS OF THIRD PARTIES**

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

**EXECUTED AS A DEED BY** )  
**TAVISTOCK AND PORTMAN NHS FOUNDATION TRUST)**  
 acting by authorised signatories )

  
 .....  
**Authorised Signatory**

  
 .....  
**Authorised Signatory**

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE TAVISTOCK  
CENTRE 120 BELSIZE LANE LONDON NW3 5BA**

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

*R. Alexander*

.....  
**Authorised Signatory**



**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
  

[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"

- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme ([www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
  - 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
  - 3) All vehicles associated with the construction of the Development must:
    - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
    - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
    - iii. Have a Class VI Mirror
    - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licence**

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# CONFIDENTIAL

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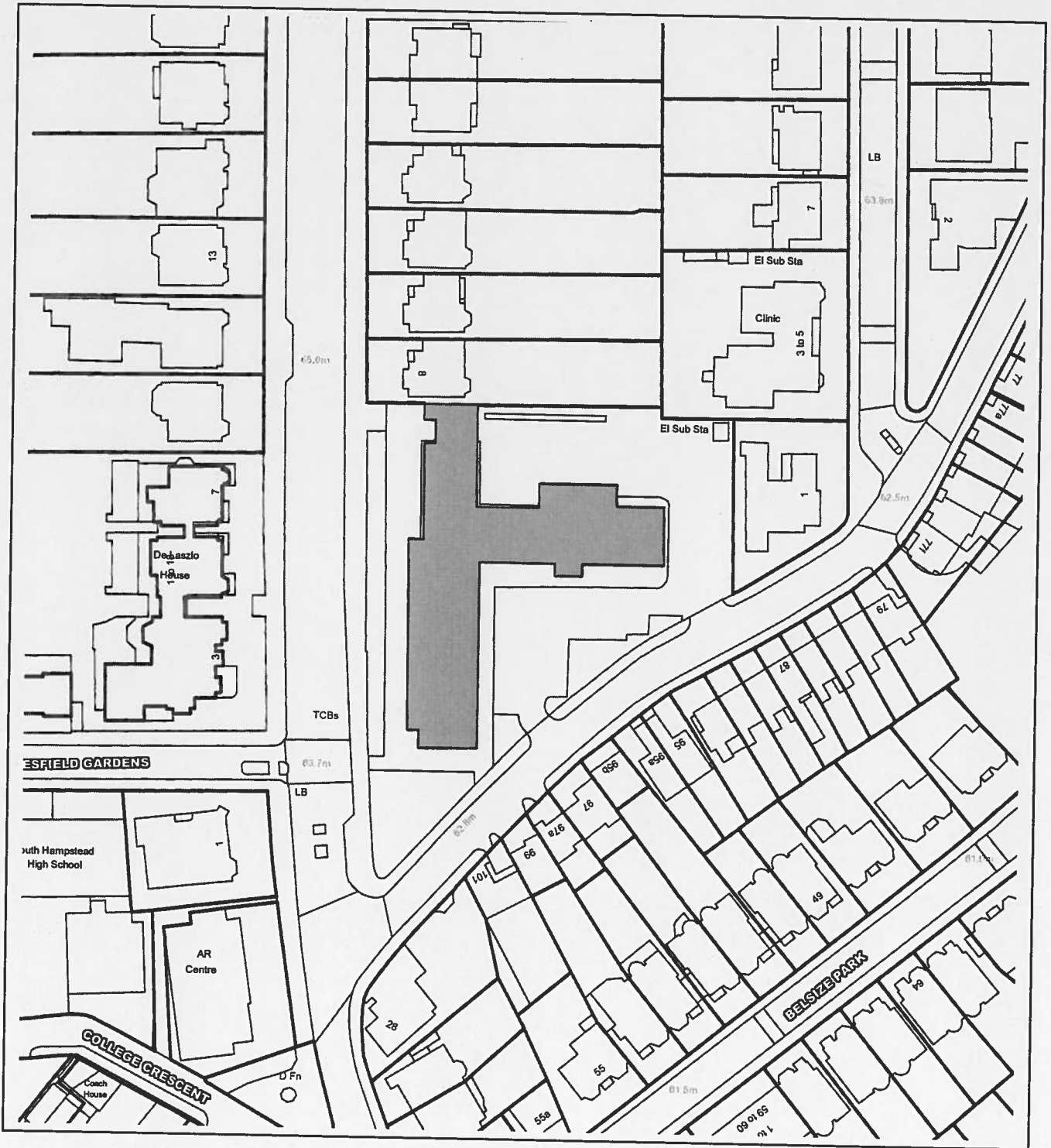
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# NORTHGATE SE GIS Print Template



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Ansell & Bailey LLP  
24-32 Stephenson Way  
London  
NW1 2HDApplication Ref: **2014/7088/P**

05 June 2015

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**The Tavistock Centre**  
**120 Belsize Lane**  
**London**  
**NW3 5BA****DECISION**  
Proposal:  
Erection of a part two storey part single storey building at r/o 120 Belsize Lane for a temporary period of three years.

Drawing Nos: Design and Access statement, 14053(00)001, 14053(00)002, 14053(00)003, 14053(00)004, 14053(00)006, 14053(01)001, 14053(01)002, 14053(01)003, 14053(01)004, 14053(02)001, 14053(02)002, 14053(02)003.

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 building/structure hereby permitted is for a temporary period only and shall be removed on or before 21st March 2018.

Reason: The type of structure is not such as the Council is prepared to approve, other than for a limited period, in view of its appearance. The permanent retention of the structure would be contrary to the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Design and Access statement, 14053(00)001, 14053(00)002, 14053(00)003, 14053(00)004, 14053(00)006, 14053(01)001, 14053(01)002, 14053(01)003, 14053(01)004, 14053(02)001, 14053(02)002, 14053(02)003.

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

#### Informative(s):

- 1 The principle of developing a building of this kind on the site has already been assessed and deemed to be acceptable under application 2012/5689/P. This gave permission for a much larger permanent two storey structure. What is being proposed here is also a two storey structure but for a temporary period of 3 years.

The development would lead to the removal of the existing porta cabin and the loss of thirteen parking spaces.

The proposed unit would be 6sq metres in width and a length of 33.7sq metres. It would have a height of 8sq metres. At ground floor the proposed space would be used as meeting rooms, seminar rooms, kitchen toilet and post room. At first floor the space would be used primarily as an open plan office space with kitchen and meeting room. The proposed building would be finished in grey metal and vertical timber boarding with aluminium windows and doors. The proposed finish and general building design is not dissimilar to that already approved under the 2012 application. Similar materials are proposed and the unit would be two stories. However unlike the 2012 application this unit would be used as offices and not the previous D1 Children's Day Centre as proposed in 2012.

The proposed use is required due to the proposed refurbishment of the main building. Those using the current offices at The Tavistock Centre will be housed in the temporary unit until works to the main building are finished. Therefore the proposed use is in keeping with the use of the existing site and is unlikely to alter the current impact on the area.

The proposed design is in keeping with other temporary units at neighbouring sites such as that at the Royal Central School of Speech and Drama, which is also two stories. The unit would sit fully within the grounds of the existing car parking space behind the main building and away from the main road. It would have no impact on

nearby trees. The proposed materials would be in keeping with the surrounding back garden area by being using timber cladding. The building would not be visible to passers-by only those residential and clinical uses behind the site would be able to view it. The building does not fall within any conservation area. Although the site is close to the Fitzjohns and Netherhall conservation areas. As the proposed scale is reduced from the previously approved scheme and the proposed materials are in keeping with the previous application the design still complies with CPG 1 (Design) as assessed during the 2012 application.

The site is mostly boarded by clinical uses of which some are residential. However the closest primary residential properties are located at No. 10 Fitzjohn's Avenue (minimum distance of 15 metres from the proposed building) and No. 7 Daleham Gardens (minimum of 42 metres from the proposed building). The proposed extension is located a sufficient distance from these properties to ensure that it would not result in a loss of privacy or overlooking.

- 2 The site has a PTAL score of 6a, which indicates that it has an excellent level of accessibility by public transport. The nearest station is Swiss Cottage, located to the south of the site, whilst Finchley Road station is located to the west and South Hampstead Overground station is located to the southwest. The site is located within Controlled Parking Zone CA-B, which operates between 9am and 6.30pm Monday to Friday and 9.30am and 1.30pm on Saturdays. Residents parking bays are located on Belsize Lane and Fitzjohn's Avenue, whilst Pay & Display bays are located on Fitzjohn's Avenue.

The site has a total of 109 car parking spaces, with 60 spaces located at ground floor level (30 at the front and 30 at the rear) and 49 spaces at basement level. Parking surveys (2012) undertaken on behalf of the applicant indicates that a maximum of 92 vehicles currently park on site (60 at ground level and 32 at basement level), equivalent to an occupancy rate of 84%. The peak period of parking demand occurs around lunchtime and continues into mid-afternoon.

The Highways Officer has confirmed that the loss of the 13 spaces as a result of the current proposed scheme would not have a significant impact on the current parking arrangements in the area. A visit to site (2015) also showed that there were plenty of spaces remaining aside of the spaces to be lost. The previous 2012 application proposed the loss of 30 spaces. In addition, the application does not suggest a greater number of new staff, but rather their relocation. Therefore staff transport to and from the site is likely to remain as is.

The Highways Officer has raised concerns regarding the possible construction process and how traffic would be managed along the busy highway. Therefore a Construction Management Plan is required. They have also stated that a Travel Plan completed by an Experienced Travel Plan Co-ordinator should be submitted and assessed. The applicant would be liable for the fees for the assessment which would total £2864. In addition, they have also requested that highways contribution of £24,882.00 be submitted. These requirements are similar to those applied to under the previous 2012 application. Although the proposed development is now temporary, its impact on the highways is still considered to be the same. The above requirements would be secured via S106 in line with policies CS11 (Promoting

Sustainable and efficient travel), DP16 (The Transport implications of development) and DP16 (The Transport implications of development).

Cycle parking has not been provided as the development would create a total floor space of less than the required 500sq metres (374sq metres ) as required by CPG 7 and policies CS11 (Promoting sustainable and efficient travel and policies) of the Core Strategy and DP17 (Walking, Cycling and public transport) of the Development Policies.

There have been no objections received and the site's planning history was also taken into account when coming to this decision.

In light of the above, the proposed development is in general accordance with policies CS5, CS11, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy (2010), and policies DP18, DP20, DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies (2010). The proposed development also accords with policies 6.13 and 7.4 of the London Plan (2011) and paragraphs 14, 17 and 39 of the National Planning Policy Framework (2012).

- 3 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).
- 4 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 Noise and Licensing Enforcement Team, 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.

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

CONDOR

DATED

23 July

2015

**(1) TAVISTOCK AND PORTMAN NHS FOUNDATION TRUST**

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

**The Tavistock Centre 120 Belsize Lane London NW3 5BA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
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