

DP4119/JWP/AJH

9 May 2016

**FAO Patrick Marfleet**

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Dear Mr. Marfleet,

**PARKER HOUSE, 25 PARKER STREET, LONDON, WC2B 5PA**

**APPLICATION FOR MINOR MATERIAL AMENDMENTS TO PLANNING PERMISSION REF. 2012/6132/P DATED 30.08.13 (AS AMENDED BY NON-MATERIAL AMENDMENT REF. 2013/5872/P DATED 21.11.13) PURSUANT TO SECTION 73 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

DP9 Ltd act on behalf of London & Newcastle Capital Limited, who in turn act as development manager to the owner of the above site, Parker Street No.1 Limited. This application seeks minor material amendments (MMA) to the approved Parker House redevelopment scheme, as consented under full planning permission ref. 2012/6132/P dated 30.08.2013 (and as amended originally by Non-Material Amendment (NMA) ref. 2013/5872/P dated 21.11.2013). A separate Conservation Area Consent (CAC) was granted for demolition dated 30.08.2013 (ref. 2012/6143/C), and is relevant to this application. This MMA application is procedural in nature and does not comprise any design changes.

The MMA was suggested by yourself and LB Camden's legal department as an appropriate mechanism to address our client's programme and technical scheme constraints in relation to the current requirements of Conservation Area Consent Condition 2, and associated Section 106 Agreement (dated 09.10.2015) Clause 4.1. It was agreed that this MMA application would propose the following:

1. Add a new construction contract condition to the original planning permission (to supersede existing CAC Condition 2), and amend the associated S.106 Clause 4.1 by way of Deed of Variation (DoV).
2. In addition, we are taking this opportunity to amend the wording of planning permission Conditions 34 and 35 which relate to energy and sustainability, and their corresponding S.106 Clauses 4.7 and 4.12 respectively.



## **Application Submission**

This application has been submitted via the Planning Portal (ref. PP-05118702) and comprises the following:

1. Cover Letter dated 09.05.2016;
2. Completed Application Form and Ownership Certificate;
3. Procurement Strategy Summary Note and Accompanying Appendices, prepared by Core 5 with input from RPP; and
4. Letter dated 06.05.2016, prepared by Londonewcastle.

The requisite fee of £195 has been paid online via the Planning Portal.

## **Background & Programme**

Planning permission and conservation area consent were issued in August 2013. These decisions granted consent for the demolition of existing buildings (with retention of the main Parker Street facade), and redevelopment to provide a residential scheme of 43 units (including 3 affordable), within a 6 storey plus basement building and adjacent Aldwych Workshops. The planning permission was amended in November 2013 by way of NMA, which related to design changes to the Aldwych Workshop element only.

Our ultimate client purchased the main Parker House site in late 2015 and has since instructed a full architectural and technical team to review the consented scheme and its deliverability. The technical team were instructed in January 2016. We have since discharged a number of relevant pre-commencement conditions, and have recently submitted a Non-Material Amendment application to address a number of minor technical issues with the previously consented scheme. A demolition contractor (Keltbray) has also been instructed, with a start on site expected for early June 2016 to ensure that the scheme can be lawfully implemented prior to its expiry. This timing also allows an opportunity to prepare the site for demolition to coincide with the school holidays, thereby minimising any disturbance to the neighbouring school.

Given the very limited lead-in time between the technical team being instructed and the permission/consent having to be implemented, there are clear constraints that prevent our client being able to procure a full demolition and construction works main contract. These constraints include but are not limited to programme implications, availability of detailed design information for tender, and funding. For this reason it was decided to run a 2-stage process that separated out demolition works from the main contract, effectively to enable demolition to begin whilst the detailed design and procurement information was assembled to enable a main contract to be agreed further down the line. The constraints and implications for programming are explained in greater detail in the accompanying notes prepared by both Core 5 and Londonewcastle.

It should be noted that the reasoning for CAC Condition 2 relates to the protection of visual amenity given the Conservation Area location. The design and procurement team have been mindful of this in drawing up options for demolition and main works programming that avoid any down time on-site



between works of demolition and redevelopment. The need for additional time to carry out other interim works, such as archaeological mitigation after demolition, has also been factored in.

The proposed approach will maintain visual amenity by ensuring that the demolition, interim works and main construction are coordinated and aligned. In terms of visual amenity specifically, various measures will be put in place by Keltbray for the duration of their demolition contract, as detailed in the material previously submitted to Camden pursuant to Conditions 17 and 27 (Demolition Methodology, Environmental Management Plan; Noise, Dust and Vibration Management Plan and Site Waste Management Plan). These plans will be updated and/or superseded by the main works contractor in due course to ensure that protective measures are maintained throughout the life of the project. The new condition (subject to this application) will continue to comprise a requirement that the development is completed within defined timescales, to be agreed with the Council. This will continue to protect visual amenity by ensuring that the development works occur within a reasonable timescale.

## **Proposed Minor Material Amendments**

### **New Construction Contract Condition**

It is proposed to add a new condition to the existing planning permission, requiring submission of a construction contract, and completion of the development scheme within a defined period to be agreed with the Council. We look forward to discussing the wording of this new condition with officers in due course, with particular reference to the reasoning of the original conservation area consent condition, which was intended to protect visual amenity in this Conservation Area setting.

Amendments to the existing Section 106 Agreement will be discussed and agreed between our client's lawyers and the Council's legal team in due course, by way of Deed of Variation. We suggest that the prospective S.73 decision notice should include an informative confirming that CAC Condition 2 ceases to apply. Similarly, the DoV should include a parallel provision, for the avoidance of doubt.

As you will appreciate, it is in our client's best interest to avoid any potential 'down time' on site, whether that be between the completion of demolition works and start of main contract, or otherwise. Similarly, it is in our client's interest to complete the development scheme in the most efficient timescales possible, without compromising on overall quality, which is a key aspect of Londonewcastle's brand identity. We look forward to working with officers to ensure that the Council receives adequate reassurances that the site, and specifically its redevelopment, will not lead to any lasting detrimental impacts on visual amenity in the Conservation Area.

### **Amended Conditions 34 (Energy) and (35) Sustainability**

As noted above, we seek minor wording changes to Conditions 34 and 35 in respect of energy and sustainability matters, as well as corresponding changes to Clauses 4.7 and 4.12 of the S.106 Agreement, secured by way of Deed of Variation.

These changes are sought simply to correct the technical methodology that should be used to assess this scheme, taking into account the most recent policy and guidance in this field (which clearly may



have moved on since the consented scheme was designed), and to enable us flexibility to submit revised or addendum energy and sustainability assessments as the detailed scheme design develops. The reasoning and technical nature of these changes will be discussed further with officers following submission of this application, alongside agreement on revised wording. However, we should note that the changes are again procedural, and follow agreement in-principle from the Council's energy and sustainability officer.

### **Concluding Remarks**

We trust that you have sufficient information to register and validate this application within the statutory timescales. We look forward to discussing the amendments with you shortly, and to agree suitable wording to the new/amended conditions, and associated Deed of Variation.

Yours sincerely,

Alan Hughes  
Senior Planner  
**DP9 Ltd**

Enc.