

DATED

31 MARCH

2016

(1) GFZ PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK LIMITED

and

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

A G R E E M E N T
relating to land known as
7 Warwick Court, London WC1R 5DJ
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



THIS AGREEMENT is made the

31st

day of

MARCH

2016

BETWEEN:

1. **GFZ PROPERTIES LIMITED** (Co. Regn. No. 08364698) whose registered address is 2 St Andrews Place, Southover Road, Lewes BN7 1UP (hereinafter called "the Owner") of the first part
2. **EFG PRIVATE BANK LIMITED** (Co. Regn. No. 2321802) of Leconfield House, Curzon Street, London W1J 5JB (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third 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 LN54886, subject to a charge to the Mortgagee.
- 1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 18 December 2015 and the Council resolved to grant permission conditionally under reference number 2015/6866/P subject to the conclusion of this legal Agreement.
- 1.3 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 Existing Buildings or

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 the protection and preservation of the listed building during the Construction Phase;
- (iv) proposals to ensure there are no adverse effects on the Conservation Area features;
- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) 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"

Change of use of building from office (Class B1a) to create 4 x self-contained flats (1 x 1-bed, 2 x 2-bed, 1 x 3-bed) (Class C3); demolition and replacement of rear extension; and associated works as shown on drawing numbers:-

P_00 Rev. A; P_01 Rev. A; P_02 Rev. A; P_03 Rev. A; P_04 Rev. A; P_05 Rev. A; P_06 Rev. A; P_07 Rev. A; P_08 Rev. A; P_09 Rev. A; P_11 Rev. A; P_14 Rev. A; P_15 Rev. A; P_16 Rev. A; P_17 Rev. A; P_12 Rev. A; D_07 Rev. A; D_08 Rev. A; D_11 Rev. A; D_15 Rev. A

2.8 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- 2.9 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.10 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 18 December 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/6866/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 known as 7 Warwick Court, London WC1R 5DJ the same as shown shaded grey on the plan annexed hereto
- 2.15 "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

- 2.16 "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

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

4.1 **Car Free**

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 **Construction Management Plan**

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

4.2.2 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.

- 4.2.3 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.
- 4.2.4 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 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 2015/6866/P the date upon which the Development will be 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 jointly and severally 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.

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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the planning reference number 2015/6866/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 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 effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner and the Mortgagee in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY
GFZ PROPERTIES LIMITED
acting by a Director and its Secretary
or by two Directors in the presence of
.....
Director

.....
Director/Secretary Witness Signature

Name of Witness : Niddal Mendoc
Address : 35 Celswold Ave.
Isleworth, London TW2 5PY
Occupation : Paralegal

EXECUTED as a Deed
By EFG PRIVATE BANK LIMITED
by
in the presence of:-
.....

.....

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

NORTHGATE SE GIS Print Template

7 Warwick Court, Lonon WC1R 5DJ



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Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2015/6866/P**

18 March 2016

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:
7 Warwick Court
London
WC1R 5DJ

DECISION
Proposal:
Change of use from office (Class B1a) to create 4 no. self-contained flats (1 no. 1-bed, 2 no. 2-bed, 1 no. 3-bed) (Class C3); demolition and replacement of rear extension including new rear terrace at third floor level; and associated works.

Drawing Nos: P_00 Rev. A; P_01 Rev. A; P_02 Rev. A; P_03 Rev. A; P_04 Rev. A; P_05 Rev. A; P_06 Rev. A; P_07 Rev. A; P_08 Rev. A; P_09 Rev. A; P_11 Rev. A; P_14 Rev. A; P_15 Rev. A; P_16 Rev. A; P_17 Rev. A; P_12 Rev. A; D_07 Rev. A; D_08 Rev. A; D_11 Rev. A; D_15 Rev. A

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: P_00 Rev. A; P_01 Rev. A; P_02 Rev. A; P_03 Rev. A; P_04 Rev. A; P_05 Rev. A; P_06 Rev. A; P_07 Rev. A; P_08 Rev. A; P_09 Rev. A; P_11 Rev. A; P_14 Rev. A; P_15 Rev. A; P_16 Rev. A; P_17 Rev. A; P_12 Rev. A; D_07 Rev. A; D_08 Rev. A; D_11 Rev. A; D_15 Rev. A.

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

- a) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site);
- b) Elevation and section drawings at 1:10 of all doors;
- c) Elevation and section drawings at 1:10 of all new windows;
- d) Elevation and section drawings at 1:10 of all new fireplaces;
- e) Drawings at 1:1 of all new mouldings

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the special architectural or historic interest of the building and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 All new external and internal works and finishes and works of making good shall match the existing work adjacent in respect of materials used, detailed execution and finished appearance, except where indicated otherwise on the approved drawings hereby approved or as required by any condition(s) attached to this consent to the written satisfaction of the Local Planning Authority.

Reason: To safeguard the special architectural or historic interest of the building and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 All existing historic features (for example, the wood panelling and ceiling mould etc.) shall be retained in situ except where indicated otherwise on the approved drawings hereby approved, or if approved as part of the discharge of another condition

Reason: To safeguard the special architectural or historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Details of the treatment of the brickwork on the rear elevation of the building, including a method statement, drawings and an on-site sample section, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun.

The relevant part of the works shall be carried out in accordance with the details thus approved.

Reason: To safeguard the special architectural or historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to use of the development, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as stated in report ref. 7338E Rev 2, dated 25th August 2015. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will be lower than the lowest existing background noise level by at least 10dBA as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be

permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 9 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The residential units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2).

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to the first occupation of the residential units hereby approved, details of privacy screens to prevent unacceptable overlooking between Flats 01 and 02, shall be submitted to and agreed in writing with the Local Planning Authority and the development shall then accord with the approved details. The screens shall be retained in perpetuity.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy 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.

- 12 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality

and Camden's Clear Zone) and DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1 Reasons for granting permission

Policies CS8 and DP13 of the LDF seek to protect employment space in the borough by retaining land and buildings that are suitable for continued business use. However, when it can be demonstrated that a site is not suitable for any business use other than B1(a) offices, the Council may allow a change to permanent residential use. The building was originally built as a residential dwelling and the Loss of Employment Report and Financial Viability Report note that the building provides a poor standard of office accommodation and is in need of full refurbishment to bring it up to modern market standards and to meet health and safety requirements; however, the listed status represents a constraint to redevelopment.

The applicant notes that it is not worthwhile marketing the property in its current state and the cost of refurbishment to provide office space would be more than the rental return. Providing space for SME's would not be viable either as their leases tend to be shorter (so the estimated rental value would not cover even basic refurbishment works), and within WC1 there are a variety of flexible offices which provide better facilities than Warwick Court could offer. The applicant has satisfactorily demonstrated that the building is no longer suitable for business use and the building does not make a valuable contribution to employment land within the borough and therefore, insofar as housing is a key priority of the LDF, the conversion to residential units is welcomed.

The proposal contributes to the priorities set out in the Dwelling Size Priorities Table (Policy DP5), insofar as it involves the creation of 50% 2-bed units (very high priority) and it provides a mix of large (3+ bedrooms) and small dwellings. The new residential units would all exceed the Government's current technical housing space standards. Furthermore, they would all provide adequate storage and utility spaces. All flats except Flat 1 would be dual-aspect and Flats 1, 2 and 4 would benefit from outdoor amenity space, which is welcomed.

The glazing on the new rear extension would be externally fitted with frosted glass louvres to mitigate overlooking between the separate units. A planning condition can require the submission and approval of details of screening in the lower ground floor rear courtyard to ensure privacy between Flats 1 and 2. Similar uses are not always stacked above each other in the building (i.e. kitchens and bedrooms) to mitigate against noise transfer between units; and the layouts do not accord with CPG2 guidance insofar as all the rooms do not lead off a central hallway. However, the proposed layout seeks to preserve the original plan form of the listed building, which is welcomed.

The accompanying Internal Daylight Report notes that only 11 of the 15 habitable rooms would achieve the recommended Average Daylight Factor. Of the 4 rooms that would not achieve the standard, 3 are bedrooms and 1 is a living room. The units which containing rooms below the threshold, are overall still considered to provide adequate levels of natural daylight. As the constraints of the listed building do not allow for measures to increase daylight provision, on balance, the proposal is considered to be acceptable in this regard.

It is not considered that the proposal would cause undue harm to the visual and residential amenities of nearby and neighbouring properties by way of overlooking, overshadowing, loss of outlook or sunlight/daylight. The proposed building would be less bulky when viewed from the rear, and whilst the third floor roof terrace would be relatively large, the buildings to the rear are in office use, therefore any resulting overlooking of these windows is considered acceptable.

- 2 The application building is Grade II listed and within the Bloomsbury Conservation Area. There is no objection, in heritage terms, to the change of use back to residential. The proposal would benefit the integrity and special interest of the listed building at the rear, by removing unsympathetic accretions in favour of a glazed extension which steps back from the rear elevation. Internally, poor quality partitions associated with the former office use would be removed and minimal new partitions introduced. The plan form of the original building would be largely restored. The only unsympathetic impact will derive from the insertion of partitions and pocket doors in the front rooms above the ground floor to create bathrooms; however, any harm so caused by obscuring the legibility of original volumes and plan form will be reversible. Overall, the special interest of the building will be enhanced by the proposals.

The application site has a Public Transport Accessibility Level (PTAL) of 6b and is within a Controlled Parking Zone. Policy DP18 expects development to be car free in the Central London Area. This permission is therefore subject to a legal agreement to ensure the dwellings will be car free. The legal agreement will also secure the submission of a Construction Management Plan. There is no specific provision for cycle parking provision because the constraints of the building do not easily allow for this. The Design & Access Statement notes that each flat will be supplied with 2x Brompton bicycles that can be stored securely within the flats. Whilst the Council cannot control this, the lack of specific provision is judged to be acceptable due to the listed status of the building.

No objections have been raised in relation to the works. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

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

Special regard has been attached to the desirability of preserving the listed building and its features of special architectural or historic interest, under s.16 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

The proposed development is in general accordance with Policies CS1, CS5, CS6, CS8, CS9, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and Policies DP2, DP6, DP13, DP17 DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with Policies 3.3, 3.4, 3.5, 4.2, 5.1, 5.2, 6.9, 6.10, 6.13, 7.4 and 7.8 of the London Plan 2015; and the provisions of paragraphs 14, 17, 29-41, 47-55, 56-66 and 126-141 of the National Planning Policy Framework 2012.

- 3 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 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 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.
- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 6 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 7 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

DECISION



DATED 31 MARCH 2016

(1) GFZ PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK LIMITED

and

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

A G R E E M E N T
relating to land known as
7 Warwick Court, London WC1R 5DJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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