

DATED 3<sup>RD</sup> DECEMBER 2013

(1) SAFRAN HOLDINGS LIMITED

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  
41 HIGHGATE WEST HILL, LONDON N6 6LS  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Law and Governance  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 6007  
Fax: 020 7974 1920

CLS/COM/JL/1685.1476  
vFINAL



THIS AGREEMENT is made the 3<sup>rd</sup> day of December 2013

**BETWEEN:**

1. **SAFRAN HOLDINGS LIMITED** (incorporated in British Virgin Islands) of PO Box 139, 9-12 The Grange, St Peter Port, Guernsey (hereinafter called "the Owner") of the first part
2. **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

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL517259.
- 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 6 August 2013 and the Council resolved to grant permission conditionally under reference number 2013/4999/P subject to conclusion of this legal Agreement.
- 1.4 An Application for Listed Building Consent relating to the Development of the Property was submitted to the Council and validated on 6 August 2013 and the Council resolved to grant permission conditionally under reference number 2013/5060/L subject to conclusion of this legal Agreement.
- 1.5 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.

1.6 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 Application for Listed Building Consent" an application for listed building consent in respect of the Development of the Property submitted to the Council and validated on 6 August 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/5060/L subject to conclusion of this Agreement
- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's project manager certifying the Development has been completed
- 2.5 "Conservation Area" the Highgate Village Conservation Area
- 2.6 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings or structures and excavation works on the Property in connection with the

Development and 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 of the existing buildings or structures or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the Schedule annexed hereto;
- (iii) details of how the plan takes into consideration the cumulative effect of the Main Site Works and the existing construction management plan agreed by the Council for the Main Site Works;
- (iv) proposals to ensure the protection and preservation of the listed building during the Construction Phase;

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

2.7 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes any demolition of the existing buildings or structures and excavation works on the Property in connection with the Development

2.8 "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

2.9 "the Development"

(i) Planning Permission

Excavation beneath replacement tennis court and outbuilding located in north-west corner for basement floor level (Class C3) as shown on drawing numbers 2228-01/00/00 REV C; 2228-01/00/01 REV C; 2228-01/00/02 REV B; 2228-01/00/03 REV B; 2228-01/00/04; 2228-01/01/00 REV C; 2228-01/01/01 REV G; 2228-01/01/02 REV C; 2228-01/01/05 REV D; 2228-01/01/06 REV A; Acoustic Consultancy Report 53838, dated 7th August 2013, prepared by Lee Cunningham Partnership; Arboricultural Implications Report, dated August 2013, prepared by Simon Jones Associates; Basement Impact Assessment: Tennis Court, dated March 2013, prepared by HR Wallingford; Structural Report In Connection with Planning Application for the Tennis Court Changing Rooms, dated 1st August 2013, prepared by Michael Barclay Partnership..

(ii) Listed Building Consent

Internal and external alterations associated with the excavation beneath replacement tennis court

and outbuilding located in north-west corner for basement floor level (Class C3) as shown on drawing numbers 2228-01/00/00 REV C; 2228-01/00/01 REV C; 2228-01/00/02 REV B; 2228-01/00/03 REV B; 2228-01/00/04; 2228-01/01/00 REV C; 2228-01/01/01 REV G; 2228-01/01/02 REV C; 2228-01/01/05 REV D; 2228-01/01/06 REV A; Acoustic Consultancy Report 53838, dated 7th August 2013, prepared by Lee Cunningham Partnership; Arboricultural Implications Report, dated August 2013, prepared by Simon Jones Associates; Basement Impact Assessment: Tennis Court, dated March 2013, prepared by HR Wallingford; Structural Report In Connection with Planning Application for the Tennis Court Changing Rooms, dated 1st August 2013, prepared by Michael Barclay Partnership..

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

2.11 "the Listed Building Consent"

a listed building consent granted for the Development substantially in the draft form annexed hereto

2.12 "Main Site Works"

any works of redevelopment, extension, excavation and/or alteration of the residential dwellinghouse (including the enlarged basement) on land at 41 Highgate West Hill London N6 6LS



- 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 6 August 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/4999/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 Section 106 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" land at 41 Highgate West Hill London N6 6LS the same as shown edged red on the plan annexed hereto

**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 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 and Listed Building Consent 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:-

**CONSTRUCTION MANAGEMENT PLAN**

- 4.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.2 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.

- 4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless such Construction Management Plan 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.
- 4.4 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 2013/4999/P the date upon which the Certificate of Practical Completion is served.
- 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 reasonable requests to provide documentation within the Owner's possession (at the Owner's reasonable 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.

5.6 Submission of the Construction Management 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 planning reference 2013/4999/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 reference number 2013/4999/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 together with the Council's monitoring fees 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 effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement and will consent to the removal of any entries made on the Charges Register of the title to the Property in respect of this Agreement at the Land Registry.

7. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY  
SAFRAN HOLDINGS LIMITED  
acting by a Director and its Secretary  
or by two Directors

)  
)  
)  
)

*KAREN CLEAR*  
.....

Director

*PATRIC PYDM*  
.....

Director/Secretary

*Yuan*

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

)  
)  
)  
)

*JMKnowl*  
.....

Authorised Signatory



**THE 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:-



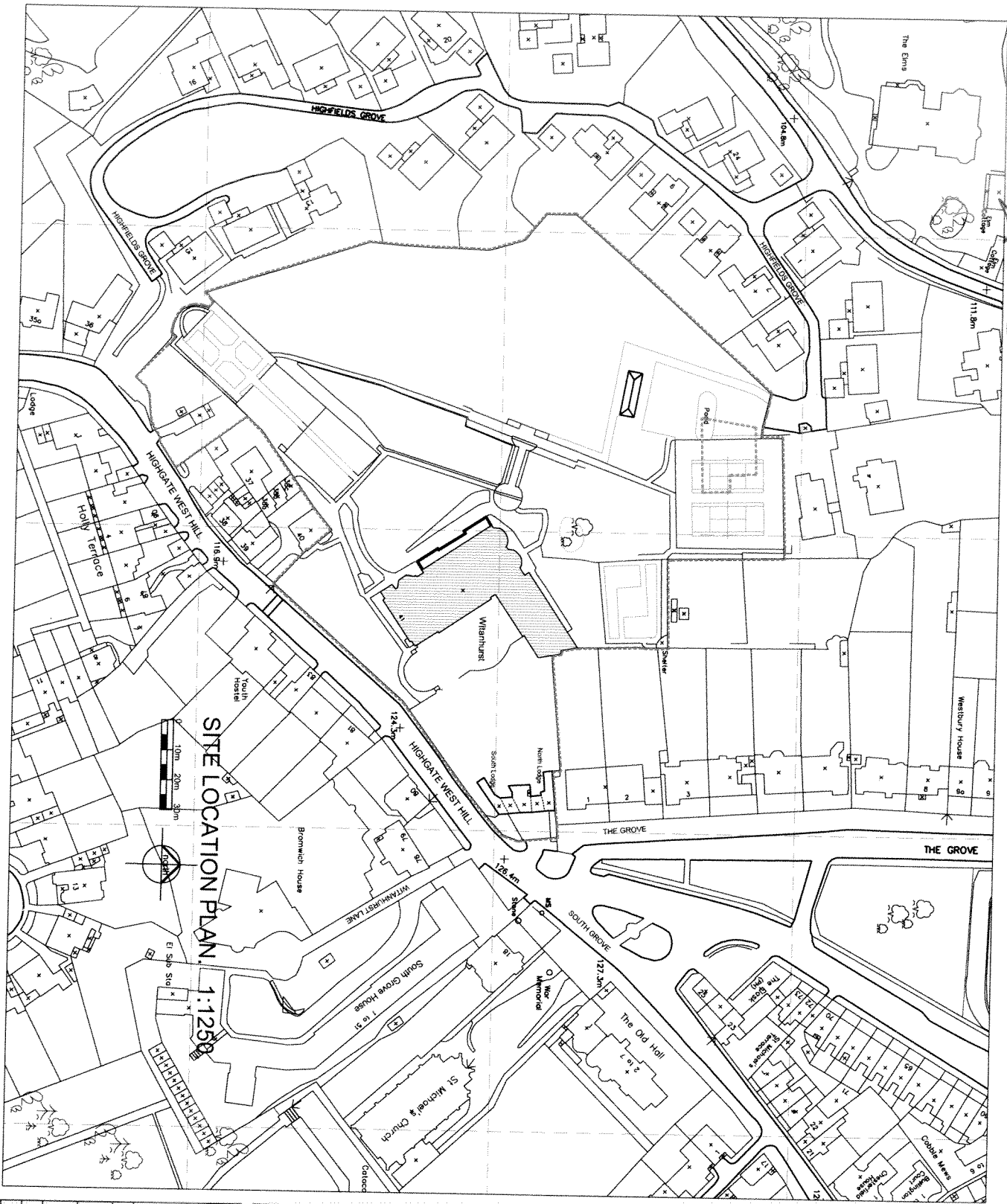
- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme ([www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles 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**



*Handwritten notes:*  
 26/1/13  
 26/1/13



**GENERAL NOTES:**

**KEY:**  
 SITE OWNERSHIP BOUNDARY  
 SITE APPLICATION BOUNDARY

**NOTE:**  
 Ordnance Survey information within site boundary not updated inline with recent works and planning applications

Rev.	Date	Reason For Issue	CHK
C	29/07/13	Dwg No changed general updates	ST
B	12/06/13	Planning Issue Update	ST
A	19/02/13	Planning Issue Update	ST
-	07/02/13	Planning Issue	ST
		Reason For Issue	CHK

**PLANNING**

**scott & twine**  
 ARCHITECTS & INTERIOR DESIGNERS  
 Lamb House, Church Street, Chiswick, London W4 2PD  
 T +44 (0) 20 7873 2272  
 www.scott-twine.co.uk

**Job** 41 HIGHGATE WEST HILL  
 LONDON, N8

**Title** SITE LOCATION PLAN  
 AS PROPOSED

**Date** JAN. 2013 Scale 1:1250 @ A3

**Drawn By** PSH **Checked By** ST

**Drawing Number** 2228-01/00/00 **Revision** C

© Scott & Twine LLP 2013



Planning Potential Ltd.  
Magdalen House  
148 Tooley Street  
London  
SE1 2TUApplication Ref: **2013/5060/L**  
Please ask for: **Gideon Whittingham**  
Telephone: 020 7974 5180**DRAFT**  
8 October 2013  
**DECISION**

Dear Sir/Madam

Planning (Listed Building and Conservation Areas) Act 1990  
Planning (Listed Buildings and Conservation Areas) Regulations 1990**Listed Building Consent Granted**Address:  
**Witanhurst**  
**41 Highgate West Hill**  
**London**  
**N6 6LS****DECISION**

## Proposal:

Internal and external alterations associated with the excavation beneath replacement tennis court and outbuilding located in north-west corner for basement floor level (Class C3).  
Drawing Nos: 2228-01/00/00 REV C; 2228-01/00/01 REV C; 2228-01/00/02 REV B; 2228-01/00/03 REV B; 2228-01/00/04; 2228-01/01/00 REV C; 2228-01/01/01 REV G; 2228-01/01/02 REV C; 2228-01/01/05 REV D; 2228-01/01/06 REV A; Acoustic Consultancy Report 53838, dated 7th August 2013, prepared by Lee Cunningham Partnership; Arboricultural Implications Report, dated August 2013, prepared by Simon Jones Associates; Basement Impact Assessment: Tennis Court, dated March 2013, prepared by HR Wallingford; Structural Report In Connection with Planning Application for the Tennis Court Changing Rooms, dated 1st August 2013, prepared by Michael Barclay Partnership.

The Council has considered your application and decided to grant listed building consent subject to the following condition(s):

Conditions And Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises 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 policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

**DECISION**

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

Planning Potential Ltd.  
Magdalen House  
148 Tooley Street  
London  
SE1 2TUTel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866planning@camden.gov.uk  
www.camden.gov.uk/planningApplication Ref: **2013/4999/P**

8 October 2013

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:

**Witanhurst**  
**41 Highgate West Hill**  
**London**  
**N6 6LS**

Proposal:

Excavation beneath replacement tennis court and outbuilding located in north-west corner for basement floor level (Class C3).

Drawing Nos: 2228-01/00/00 REV C; 2228-01/00/01 REV C; 2228-01/00/02 REV B; 2228-01/00/03 REV B; 2228-01/00/04; 2228-01/01/00 REV C; 2228-01/01/01 REV G; 2228-01/01/02 REV C; 2228-01/01/05 REV D; 2228-01/01/06 REV A; Acoustic Consultancy Report 53838, dated 7th August 2013, prepared by Lee Cunningham Partnership; Arboricultural Implications Report, dated August 2013, prepared by Simon Jones Associates; Basement Impact Assessment: Tennis Court, dated March 2013, prepared by HR Wallingford; Structural Report In Connection with Planning Application for the Tennis Court Changing Rooms, dated 1st August 2013, prepared by Michael Barclay Partnership.

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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises 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 policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans 2228-01/00/00 REV C; 2228-01/00/01 REV C; 2228-01/00/02 REV B; 2228-01/00/03 REV B; 2228-01/00/04; 2228-01/01/00 REV C; 2228-01/01/01 REV G; 2228-01/01/02 REV C; 2228-01/01/05 REV D; 2228-01/01/06 REV A; Acoustic Consultancy Report 53838, dated 7th August 2013, prepared by Lee Cunningham Partnership; Arboricultural Implications Report, dated August 2013, prepared by Simon Jones Associates; Basement Impact Assessment: Tennis Court, dated March 2013, prepared by HR Wallingford; Structural Report In Connection with Planning Application for the Tennis Court Changing Rooms, dated 1st August 2013, prepared by Michael Barclay Partnership.

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

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

Reason: To safeguard the amenities of the [adjoining] premises [and the area generally] in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.



- 5 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. The trees shall be protected on site during demolition and construction work in accordance with the recommendations of the arboricultural implications report and tree protection plan by Simon Jones Associates dated August 2013, hereby approved, and shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to design, demolition and construction".

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy

- 6 Any feature of possible architectural or archaeological interest revealed during the course of the works authorised by this consent shall be retained in situ, construction work suspended in the relevant area of the site and the local planning authority notified immediately; thereafter provision shall be made for the retention and/or recording of the feature in a manner specified in writing by the local planning authority.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

# DECISION

## 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 Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water

courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.

Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

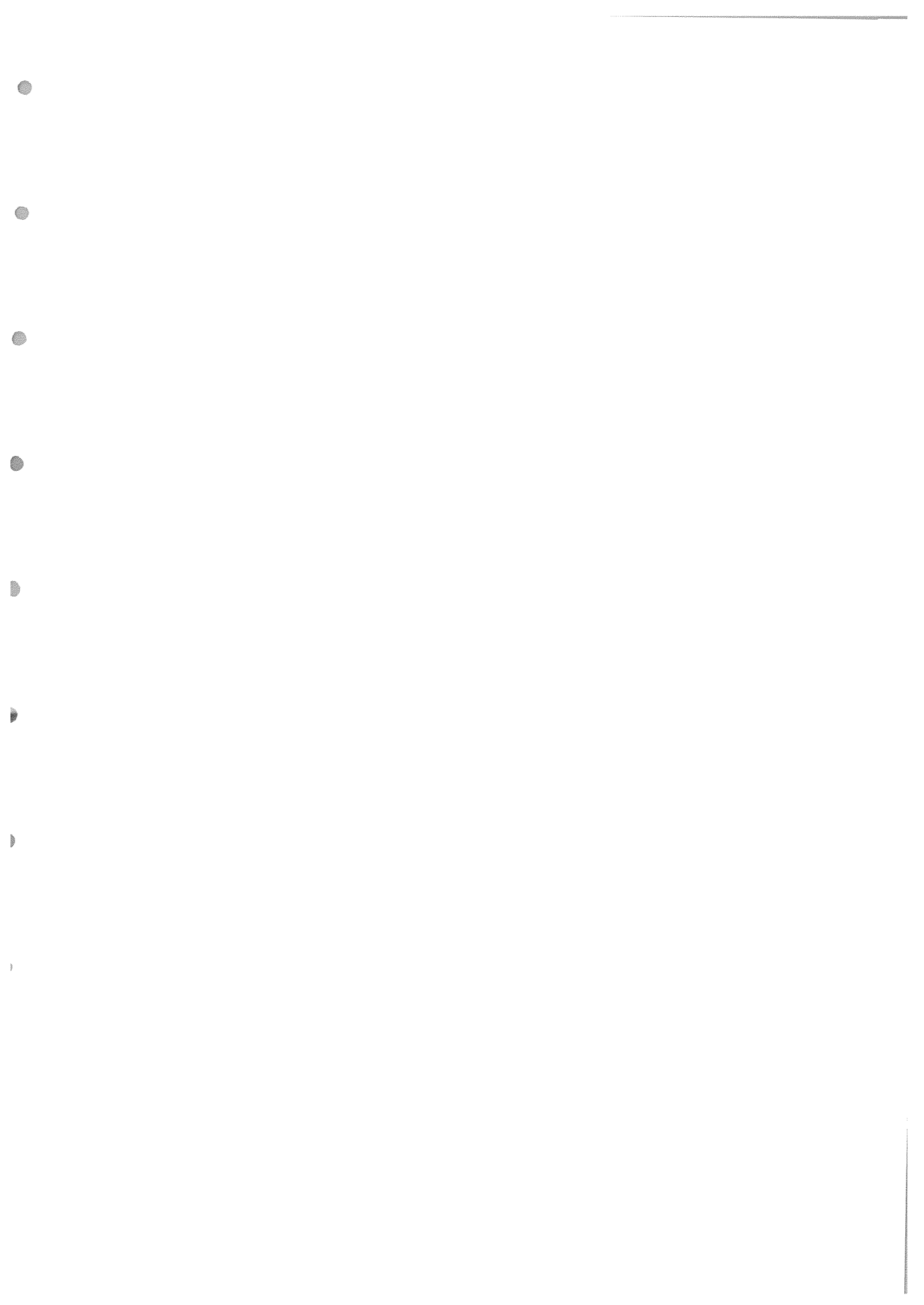
Legal changes under The Water Industry (Scheme for the Adoption of private sewers) Regulations 2011 mean that the sections of pipes you share with your neighbours, or are situated outside of your property boundary which connect to a public sewer are likely to have transferred to Thames Water's ownership. Should your proposed building work fall within 3 metres of these pipes we recommend you contact Thames Water to discuss their status in more detail and to determine if a building over / near to agreement is required. You can contact Thames Water on 0845 850 2777 or for more information please visit our website at [www.thameswater.co.uk](http://www.thameswater.co.uk)

- 4 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.
- 5 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be £7,900 (158sqm x £50). This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the Additional Information Requirement Form or other changing circumstances.

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



DATED 3<sup>RD</sup> DECEMBER 2013

(1) SAFRAN HOLDINGS LIMITED

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  
41 HIGHGATE WEST HILL, LONDON N6 6LS  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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