

DATED

7 JULY

2016

(1) WAXFLOWER PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK (CHANNEL ISLANDS) 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

17 Middlefield, London NW8 6ND

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918

Fax: 020 7974 2962

THIS AGREEMENT is made the

7th

day of

JULY

2016

B E T W E E N:

- i. **WAXFLOWER PROPERTIES LIMITED** (incorporated in British Virgin Islands) care of Salamanca Group Trust (Switzerland) SA, 3 Place Des Bergues, 1201 Geneva, Switzerland and care of Teacher Stern LLP, 37-41 Bedford Row, London WC1R 4JH (hereinafter called "the Owner") of the first part
- ii **EFG PRIVATE BANK (CHANNEL ISLANDS) LIMITED** (incorporated in Guernsey) of PO Box 603, EFG House, St Julian's Avenue, St Peter Port, Guernsey GY1 4NN (hereinafter called "Mortgagee") of the second part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the 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 NGL 389989, subject to a charge to the Mortgagee.
- 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 18 September 2015 and the Council resolved to grant permission conditionally under reference number 2015/5241/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL389989 and dated 20 January 2015 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "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 demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto 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) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) 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);
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) identifying means of ensuring the provision of information to the Council

and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Phase"

the whole period between

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

2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.7 "the Development"

Erection of two storey plus basement, five bedroom dwelling house (Class C3) following demolition of existing as shown on drawing numbers OS Extract, 0881 - EX.001, 0881 - EX.002, 0881 - EX.003, 0881 - EX.004, 0881 - EX.101, 0881 - EX.201, 0881 - EX.202, 0881 - P.SLP, 0881 - P.001 Rev_C, 0881 - P.002 Rev_C, 0881 - P.003 Rev_C, 0881 - P.004 Rev_C, 0881 - P.005 Rev_A, 0881 - P.101 Rev_C, 0881 - P.102, 0881 - P.103, 0881 - P.201 Rev_C and 0881 - P.202 Rev_C.

Supporting documents:

Design and Access Statement (dated July 2015), Lifetime Homes Statement, noise report (dated September 2015), Planning Statement (dated September 2015), Draft CMP, Sustainability Statement and BIA and CMS (dated September 2015)

2.8 "the Implementation

the date of implementation of the Development

	Date"	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	"the Highways Contribution"	<p>the sum of £5,000 (five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-</p> <ul style="list-style-type: none"> a. repairing the highway adjacent to the Property; and b. any other works the Council acting reasonably considers necessary as a direct result of the Development <p>all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.10	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.11	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be

		construed accordingly
2.12	"the Parties"	mean the Council the Owner and the Mortgagee
2.13	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 18 September 2016 for which a resolution to grant permission has been passed conditionally under reference number 2015/5241/P subject to conclusion of this Agreement
2.14	"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
2.15	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.16	"the Property"	the land known as 17 Middlefield, London NW8 6ND the same as shown shaded grey on the plan annexed hereto
2.17	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 Construction Management Plan

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

- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.2 Highways Contribution

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

- 4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/5241/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations

contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/5241/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/5241/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date

of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \frac{Y-X}{X}$$

- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/5241/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the

Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee 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 have executed this instrument as their Deed the day and year first before written

**EXECUTED as a Deed on behalf of)
WAXFLOWER PROPERTIES LIMITED)
a company incorporated in)
the British Virgin Islands by)**

Nicole Mievile

and

Lorraine Lees Jweinat

**being persons who in accordance)
with the laws of that territory are)
acting under the authority of)
the company)**


.....
Authorised Signatory


.....
Authorised Signatory

CONTINUATION OF SECTION 106 AGREEMENT FOR 17 MIDDLE FIELD, LONDON
NW8 6ND

EXECUTED as a Deed
By EFG PRIVATE BANK
(CHANNEL ISLANDS) LIMITED
by
in the presence of:-

)
)
)
)
)

PAC Daniele

Deputy Managing Director

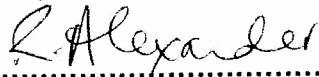
A Humphreys Smith

Authorised Signatory

.....


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

)
)
)
)
)



.....
Authorised Signatory



**THE FIRST SCHEDULE
Pro Forma
Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

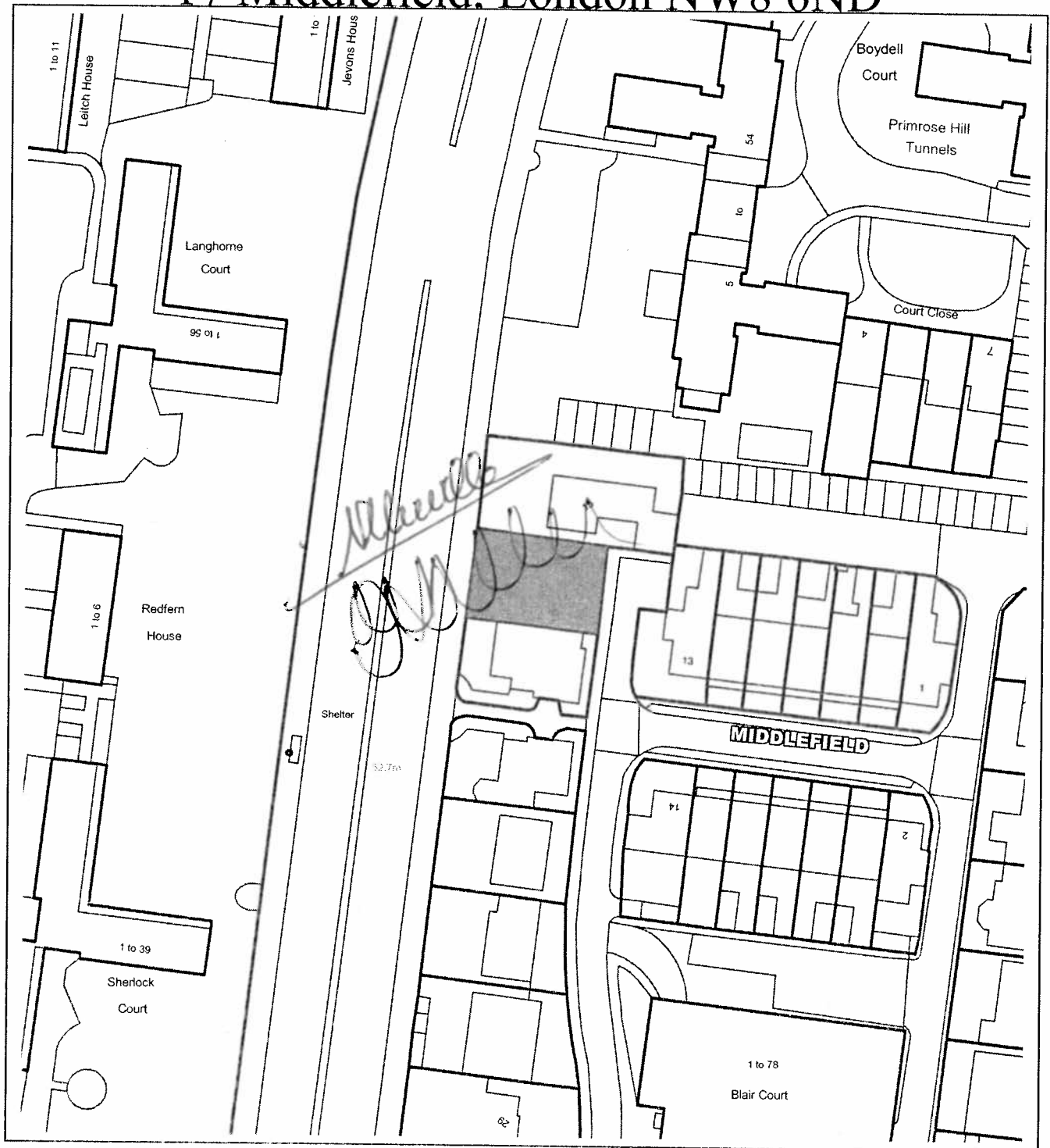
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

17 Middlefield, London NW8 6ND



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Savills
33 Margaret St
London
W1G 0JD

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2015/5241/P**

27 May 2016

Dear Sir/Madam

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:
**17 Middlefield
London
NW8 6ND**

Proposal:
Erection of two storey plus basement, five bedroom dwelling house (Class C3) following demolition of existing.

Drawing Nos: OS Extract, 0881 - EX.001, 0881 - EX.002, 0881 - EX.003, 0881 - EX.004, 0881 - EX.101, 0881 - EX.201, 0881 - EX.202, 0881 - P.SLP, 0881 - P.001 Rev_C, 0881 - P.002 Rev_C, 0881 - P.003 Rev_C, 0881 - P.004 Rev_C, 0881 - P.005 Rev_A, 0881 - P.101 Rev_C, 0881 - P.102, 0881 - P.103, 0881 - P.201 Rev_C and 0881 - P.202 Rev_C.

Supporting documents:

Design and Access Statement (dated July 2015), Lifetime Homes Statement, noise report (dated September 2015), Planning Statement (dated September 2015), Draft CMP, Sustainability Statement and BIA and CMS (dated September 2015).

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 OS Extract, 0881 - EX.001, 0881 - EX.002, 0881 - EX.003, 0881 - EX.004, 0881 - EX.101, 0881 - EX.201, 0881 - EX.202, 0881 - P.SLP, 0881 - P.001 Rev_C, 0881 - P.002 Rev_C, 0881 - P.003 Rev_C, 0881 - P.004 Rev_C, 0881 - P.005 Rev_A, 0881 - P.101 Rev_C, 0881 - P.102, 0881 - P.103, 0881 - P.201 Rev_C and 0881 - P.202 Rev_C.

Supporting documents:

Design and Access Statement (dated July 2015), Lifetime Homes Statement, noise report (dated September 2015), Planning Statement (dated September 2015), Draft CMP, Sustainability Statement and BIA and CMS (dated September 2015).

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

- 3 A sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring

buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 5 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.

- 6 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby approved shall achieve a maximum internal water use of 110litres/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 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 8 The new dwelling hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (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.

- 9 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The flat roof area of the rear extension to the hereby approved building, shall not be used as a terrace/sitting out/outdoor amenity area and shall not be accessed for any purposes other than maintenance.

Reason: To safeguard the amenities of the adjoining residents and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbour) of the London Borough of Camden Local Development Framework Development Policies.

- 11 No development shall take place until full details of hard and soft landscaping have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 12 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.

- 13 Prior to the installation of plant equipment on site, a detailed Acoustic Report prepared by a suitably qualified acoustic engineer, demonstrating how the plant/machinery complies with the Council's LDF Noise Thresholds, shall be submitted to and approved by the Council. All installed plant and acoustic attenuation measures shall be retained and maintained in accordance with the manufacturer's recommendations.

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.

Informative(s):

- 1 Reasons for granting permission

The existing single family dwelling house is of 2.5 storeys with a height of 8.7m. The proposed replacement single family dwelling house would also be 2.5 storeys above ground and the height is proposed to be 8.9m. The proposal to demolish and replace a single family dwelling house of the similar height is considered acceptable.

Overall, the footprint of the proposal is to be similar to the existing house. The most significant difference is to the rear; the proposal seeks a half width, single storey extension which would be 7.2m deep and 4.4m wide. It is considered that the proposed massing and bulk is acceptable. The proposal would use contemporary details and finishes including slated metal panelling, a dark grey metal roof and contemporary glazing. The materials are considered acceptable and a condition has been attached requesting a sample of materials to ensure the proposed dwelling sits well within the context.

With regard to neighbour amenity, in respect of No.19, the rear elevation would be in line with the neighbouring building, the front elevation would project beyond by 0.7m but set in 1.5m from the southern boundary and would not impact on this neighbour's amenity. With regard to No.15, there is a 2m high boundary fence (when measured on side of No.17, the proposed extension would rise a further 0.5m above this for the depth of the garden. However it would be set in 0.5m from the boundary and is not considered to cause harm to the amenity given the existing boundary wall and the siting and scale of the proposed development. In terms of window location within the new dwelling, none would be sited as to cause harm to the privacy enjoyed by neighbouring residents.

The proposal includes the excavation of a basement beneath the footprint of the proposed house and a sunken garden. The BIA submitted by the applicant which has been reviewed by an independent auditor. It has been concluded that the proposed basement would not cause harm to the built and natural environment or to the amenity of the neighbouring residents.

The proposed dwelling would have a good standard of amenity with all rooms suitably sized and well served by windows. In terms of amenity space, a noise report has been submitted which sets out that the noise level would improve as a result of lowering the garden level and therefore the quality of amenity space provided within the garden would improve. Whilst there is a reduction in the size of the garden and it is lower at lower ground floor level, the quality of the amenity space, due to the reduction in noise would be an improvement.

A sustainability statement has been submitted which states the proposal would reduce CO₂ by 35%, reduce energy consumption by 20% and reduce the water consumption by 110 litres per person per day. The proposal complies with Building Regulations Part L (2013).

A construction management plan was submitted with the application which has been considered acceptable in principle. An updated version of the CMP would need to be submitted to the Council prior to construction. The proposal is unlikely to increase in traffic and congestion. There would be adequate space to provide cycle and bin storage.

No objections were received before the end of the consultation period. The site's planning history was taken into account when coming to this decision.

The proposed development is in general accordance with policy CS1, CS5, CS13, CS14 and CS16 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP5, DP6, DP16, DP17, DP22, DP23, DP24, DP26, DP28 and DP32 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4, and 7.6 of the London Plan March 2015 and paragraphs 56 -66 of the National Planning Policy Framework.

- 2 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).
- 3 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.

- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.

The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 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.
- 7 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.

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

7 JULY

2016

(1) WAXFLOWER PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK (CHANNEL ISLANDS) 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
17 Middlefield, London NW8 6ND
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962