

7756



**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

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

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

Mr Daniel Rose
D. Rose Planning Ltd
19-20 Bourne Court
Southend Road
Woodford Green
Essex IG8 8HD

Application Ref: **2013/6688/P**
Please ask for: **Sam Fowler**
Telephone: 020 7974 2053

12 February 2014

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) Order 2010
Town and Country Planning (Applications) Regulations 1988

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
4 Lambolle Road
London
NW3 4HP

Proposal:

Erection of rear extension at lower ground floor level, and conversion of the single family dwelling to create three residential units (1x 1-bedroom and 1x 2-bedroom 1x 3-bedroom) at second and third floor level, alteration and addition of windows to side elevation including installation of balcony to front elevation at 2nd floor level, installation of two air-conditioning units within the front lightwell.

Drawing Nos: 154C 1000; 154B 1001; 154C 1001; 154C 1002; 154C 1003; 154C 1004; 154C 1005; 154C 1006; 154C 1010; 154C 1011; 154C 1012; 154C 1013; 154C 1014; 154C 1020; 154C 1020; 154C 1021; 154C 2000; 154 2001; 154C 2002; 154C 2003; 154C 2004; 154C 2005; 154C 2006; 154 2010; 154C 2011; 154C 2012; 154C 2013; 154C 2020; 154C 2021; 154C 2022; 154 6531.; Design and Access Statement; Noise Impact Assessment, prepared on July 25h 2013 by Clement Acoustics.

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



INVESTOR IN PEOPLE

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:
154C 1000; 154B 1001; 154C 1001; 154C 1002; 154C 1003; 154C 1004; 154C 1005; 154C 1006; 154C 1010; 154C 1011; 154C 1012; 154C 1013; 154C 1014; 154C 1020; 154C 1020; 154C 1021; 154C 2000; 154 2001; 154C 2002; 154C 2003; 154C 2004; 154C 2005; 154C 2006; 154 2010; 154C 2011; 154C 2012; 154C 2013; 154C 2020; 154C 2021; 154C 2022; 154 6531.; Design and Access Statement; Noise Impact Assessment, prepared on 25 July 2013 by Clement Acoustics.

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 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

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.

- 6 Prior to occupation of any of the new units, the cycle parking facility shown on the approved drawings shall be provided in its entirety and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

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 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.

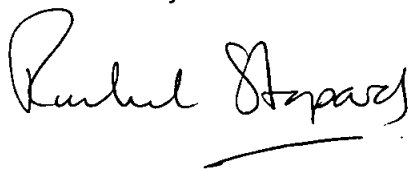
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- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads 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 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.
- 6 With regard to condition no. 5 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

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.

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

Yours faithfully



Rachel Stopard

Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

It is important to us to find out what our customers think about the service we provide. To help us in this respect, we would be very grateful if you could take a few moments to complete our [online planning applicants' survey](#). We will use the information you give us to monitor and improve our services.

DATED 12 February

2014

(1) KARYN LEE MOSHAL

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
4 Lambolle Road, NW3 4HP
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

CLS/COM/LMM/1685.2391
Final 28.1.14

THIS AGREEMENT is made the 12th day of February 2014

BETWEEN:

1. **KARYN LEE MOSHAL** of 8 Belsize Park, London NW3 4ET (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

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 NGL326116.
- 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 30 October 2013 and the Council resolved to grant permission conditionally under reference number 2013/6688/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" erection of rear extension at lower ground floor level, and conversion of the single family dwelling to create two additional units (1x 2-bedroom and 1x 1-bedroom) at second and third floor level, alteration and addition of windows to side elevation including installation of balcony to front elevation at 2nd floor level, installation of two air-conditioning units within the front lightwell, as shown on drawing numbers:- Design and Access Statement; Noise impact Assessment, prepared by Clement Acoustics, on 25 July 2013; 154C 1000; 154B 1001; 154C 1002; 154C 1003; 154C 1004; 154 1005; 154C 1006; 154C 1010; 154C 1011; 154C 1012; 154C 1013; 154C 1014; 154C 1020; 154C 1021; 154C 2000; 154C 2002; 154C 2003; 154C 2004; 154C 2005; 154C 2006; 154 2010; 154C 2011; 154C 2012; 154C 2013; 154C 2020; 154 2021; 154 6531
- 2.4 "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
- 2.5 "the Nominated Units" the 1 x 2 bedroom unit and the 1 x 1 bedroom unit located on the second and third floor of the

Property as shown on drawing numbers: 154C 2005 and 154C 2005

- 2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council and the Owner
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 October 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/6688/P subject to conclusion of this Agreement
- 2.8 "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
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 4 Lambolle Road, London, NW3 4HP the same as shown shaded grey on the plan annexed hereto
- 2.11 "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

- 2.12 "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 and 8 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 Nominated Units shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

4.1 The Owner hereby covenants with the Council to ensure that prior to occupying the Nominated units forming part of the Development each new resident of the Nominated units 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.

4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.3 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 nominated 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 of this Agreement.

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 2013/6688/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, 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 2013/6688/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. JOINT AND SEVERAL LIABILITY

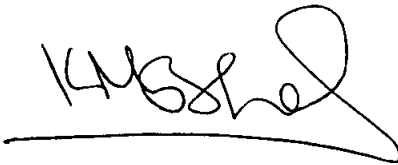
7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.


8. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY
KARYN LEE MOSHAL
in the presence of:

)
) 
)

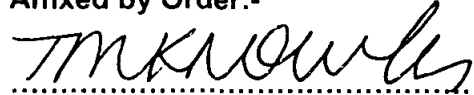

.....
Witness Signature

Witness Name: SAMANTHA SHAEER

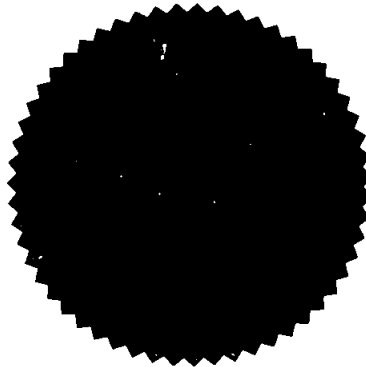
Address: 16 RUTHERFORD WAY
BUSHEY, W023 1NJ

Occupation: Personal Assistant

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


.....

Authorised Signatory



NORTHGATE SE GIS Print Template



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D. Rose Planning Ltd
19-20 Bourne Court
Southend Road
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Essex IG8 8HD

Tel 020 7974 4444
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planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2013/6688/P**

03 February 2014

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:
**4 Lambolle Road
London
NW3 4HP**

Proposal:

Erection of rear extension at lower ground floor level, and conversion of the single family dwelling to create three additional residential units (1x 1-bedroom and 1x 2-bedroom 1x 3-bedroom) at second and third floor level, alteration and addition of windows to side elevation including installation of balcony to front elevation at 2nd floor level, installation of two air-conditioning units within the front lightwell.

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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:

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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 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

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.

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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.

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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 12 February 2014

(1) KARYN LEE MOSHAL

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
4 Lambolle Road, NW3 4HP
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

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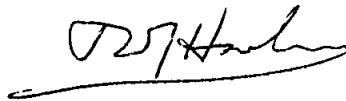
CLS/COM/LMM/1685.2391
Final 28.1.14

To: Mr.F.J.Cooke.

4th March
~~23rd February~~ 1971

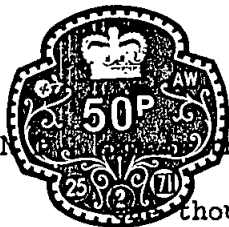
4 Lambolle Road, N.W.3.
The Richmond Fellowship

I attach an Agreement under Section 120 of the Housing Act 1957 and shall be glad if you will place this with the Title Deeds for the above property.



D.J.Hawkins,
Assistant Solicitor.

Enc.



DS 50p Stamp 5/-
Ch 23/12 T. Devote

T H I S



February

Seventeenth

thousand nine hundred and seventy one

25P
5005

23/12

BEFORE THE MAYOR ALDERMEN AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN (hereinafter called "the Corporation") of the one part and the RICHMOND FELLOWSHIP LIMITED having its registered office at 8 Addison Road London W.14 (hereinafter called "the Association") of the other part

WHEREAS the Association is a Housing Association within the meaning of Section 189 of the Housing Act 1957

AND WHEREAS pursuant to Section 120 of the Housing Act 1957 and Section 15 of the Housing (Financial Provisions) Act 1958 as amended by Section 9 of the Housing Act 1961 and Section 15 of the Housing Subsidies Act 1967 the Association have submitted to the Corporation proposals for the provision by the Association of a Hostel which will be available for the purposes hereafter mentioned

AND WHEREAS the Corporation in pursuance of their powers under the said Section and with the approval of the Minister of Housing and Local Government have agreed to make arrangements with the Association in accordance with the said proposals and to pay the Association in respect of the said Hostel such annual grants as are authorised by the said Section 15 of the Housing (Financial Provisions) Act 1958 as amended by Section 9 of the Housing Act 1961 and Section 15 of the Housing Subsidies Act 1967 upon the terms and conditions hereinafter appearing

NOW THEREFORE it is hereby covenanted and agreed by and between the parties hereto as follows

1. The Association will provide upon the site 4 Lambolle Road London N.W.3. a Hostel comprising 11 bedrooms (hereinafter referred to as "the said bedrooms") being of the type specified in plans and specifications bearing the date _____ which have been submitted to and approved by the Corporation
2. A fair wages clause complying with the requirements of any resolution of the Commons House of Parliament for the time being in force with respect to contracts of government departments shall be inserted in all contracts for the erection of the said Hostel
3. The bedrooms of the said Hostel shall on completion be available for letting in accordance with the objects of the Association

4. The said bedrooms shall during the period of 20 years next after completion be let or kept available for letting at such rents as the Association may determine. Provided always that in the event of the Association ceasing to maintain the said Hostel within a period agreed to in this Agreement it shall not thereby be rendered liable in damages to the Corporation.

5. The Association will at least once in every year during the said period of grant specified in Clause 6(b) hereof and upon an appointment being made for that purpose produce to the Corporation such books papers accounts and other documents as the Corporation may reasonably require and as may be necessary to prove that the charges for the time being charged by the Association in respect of the said bedrooms are in accordance with the covenant by the Association hereinbefore contained.

6.(a) In consideration of the provision by the Association of the accommodation hereinbefore mentioned and of the covenants hereinbefore contained the Corporation will pay to the Association in respect of each of the said bedrooms an annual grant of an amount not less than the contribution payable in respect thereof by the Minister of Housing and Local Government to the Corporation in accordance with the provisions of Section 15(1) of the Housing (Financial Provisions) Act 1958 as amended by Section 9 of the Housing Act 1961 and Section 15 of the Housing Subsidies Act 1967.

(b) Subject to the provisions of this agreement each of the said annual grants shall be payable for the period of 20 years next after the completion of the Hostel to which it relates.

(c) The said annual grants shall be paid by half-yearly instalments each of which shall be handed over to the Association as soon as may be after the date on which the corresponding instalment of the contribution payable as aforesaid by the Minister of Housing and Local Government is received by the Corporation.

(d) PROVIDED ALWAYS that if at any time default shall be made in giving effect to any of the covenants and conditions on the part of the Association hereinbefore contained and the Minister of Housing and Local Government reduces suspends or discontinues the payment

of any contribution payable as aforesaid to the Corporation in respect of any of the said bedrooms then the annual grant payable in respect thereof by the Corporation to the Association under this Agreement shall be correspondingly reduced suspended or discontinued in accordance with the provisions of Section 14 of the Housing Subsidies Act 1967

IN WITNESS whereof the Corporation and the Association have caused their respective common seals to be hereunto affixed the day and year first above written

THE COMMON SEAL OF THE)
MAYOR ALDERMEN AND BURGESSES)
OF THE LONDON BOROUGH OF CAMDEN)
was hereunto affixed by Order:)

Mayor

Town Clerk

THE COMMON SEAL OF THE RICHMOND)
FELLOWSHIP LIMITED ASSOCIATION)
was hereunto affixed in the)
presence of:)

[Handwritten signature]) Trustees
[Handwritten signature]) Directors

[Handwritten signature] Secretary

London Borough of Camden
Town Hall
Ruskin Road
N.W.1.

CM's (Hortens. legal section)
273 4444.

S.120 Agreement
4 Lambeth Road

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