

DATED

14 July

2016

(1) ROSEHART PROPERTIES LIMITED

and

(2) STANDARD BANK JERSEY 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
45-49 Leather Lane London EC1N 7TJ
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 5680
Fax: 020 7974 1920

1781.644

THIS AGREEMENT is made the 14 day of July 2016

B E T W E E N:

- i. **ROSEHART PROPERTIES LIMITED** (incorporated in Jersey) of 47-49 La Motte Street, St. Helier, Jersey, Channel Islands, JE4 8XR (hereinafter called "the Owner") of the first part
 - ii. **STANDARD BANK JERSEY LIMITED** of (incorporated in Jersey) of 47-49 La Motte Street, St. Helier, Jersey, Channel Islands, JE4 8XR (hereinafter called "the Mortgagee") of the second part
 - iii. **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 NGL539771 and LN102954 subject to a charge to the Mortgagee.
 - 1.2 The Owner is the freehold Owner of the Property
 - 1.3 A Planning Application for the Development of the Property was submitted to the Council and validated on 04 December 2015 and the Council resolved to grant permission conditionally under reference number 2015/6806/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 of the Act to be in the public benefit.
- 1.6 The Owner is willing to enter into this Agreement in order to facilitate the Development
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Numbers NGL539771 and LN102954, dated 6 September 2011 is willing to enter into this Agreement to give its consent to the same and bind their interest in the Property.

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 | "Business 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 businesses of the locality in which the Development is situated |
| 2.4 | "Business 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 a Business Parking Bay |
| 2.3 | "the Certificate of Practical Completion" | the final certificate issued by the Owner's contractor architect or project manager |

certifying that the Development has been completed

2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the 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 shipping containers on the land at rear of 45-49 Leather Lane forming a B1 Office unit with new timber workshop doors to the front entrance as shown on drawing numbers 15005_001, 100, 101, 102, 103, 104, 200, 202,

206, 203, 204, 207, 300) and within the Design and Access Statement

2.8 "the Highways Contribution"

the sum of £7,034.00 (seven thousand and thirty four pounds only) 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 event of receipt) for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) to improve the footway adjoining the site on Leather Lane;
- (b) to remove the existing vehicular crossover leading to the site and replace with full height kerb;
- (c) any other works the Council acting reasonably requires as a direct result of the Development and reasonably related to clause 2.8(a) and (b).

all works will be subject to final measure and any level adjustment required 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

2.9 "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 "Implementation Date" shall be construed accordingly

- 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 but not occupation by persons engaged in construction and fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council the Owner and the Mortgagee and their successors in title
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 4 December 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/6806/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 as may be amended by any

permission granted pursuant to an application under s.73 Act

2.16 "the Property" the land known as 45-49 Leather Lane London EC1N 7TJ the same as shown shaded grey on the plan annexed hereto and registered at the Land Registry under title numbers NGL539771 and LN102954

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 of 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 Development shall be treated as being designated as "car free" development for the duration of the Planning Permission in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1. **CAR FREE**

- 4.1.1. To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain for the duration of the Planning Permission.
- 4.1.3. On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2. **CONSTRUCTION MANAGEMENT PLAN**

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

4.2.2. Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3. The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4. To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3. HIGHWAYS WORKS

4.3.1. On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.3.2. Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans.

4.3.3. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers' costs.

4.3.4. On completion of the Highway Works the Council may provide the Owner a certificate specifying the sum ("Total Certified Sum") expended by the Council in carrying out the Highway Works. After the Highway Works have been completed the

Council will provide such certificate within 28 days of receipt of a written request to do so.

4.3.5. If the Certified Sum exceeds the Highway Contribution then the Council will provide to the Owner a written breakdown of the expenditure and the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.6. If the Certified Sum is less than the Highway Contribution then the Council shall (upon receiving a written request from the Owner to do so) repay to the Owner within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.3.7. In the event of the Highways Contribution not being utilised in whole or in part for the purpose set out in this Agreement within five years from the Occupation Date then the Council will refund the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner who made the original Highways Contribution within 28 days of a written request by the Owner to the Council to that effect.

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 2015/6806/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 2015/6806/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). 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. 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 2015/6806/P.
- 5.8 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.

- 5.9 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

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 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 2015/6806/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 The Owner agrees to pay the Council its proper and reasonable legal costs to the value of £3725.00 incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.3 This Agreement shall be registered as a Local Land Charge.
- 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 completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

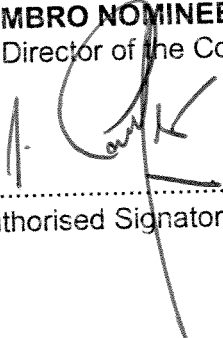
8. **RIGHTS OF THIRD PARTIES**

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

Executed as a deed on behalf of)
Rosehart Properties Limited a company incorporated)
in Jersey by its corporate director **Lumbro Nominees**)
(Jersey) Limited being a person who in accordance)
with the laws of that territory is signing under the authority)
of the Company:)

LUMBRO NOMINEES (JERSEY) LIMITED
as Director of the Company


.....
Authorised Signatory


.....
Authorised Signatory

EXECUTED as a Deed on behalf of)
STANDARD BANK JERSEY LIMITED)
a company incorporated in)
JERSEY by)

and

.....
Authorised Signatory

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

.....
Authorised Signatory

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

.....
Authorised Signatory



THE 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:-

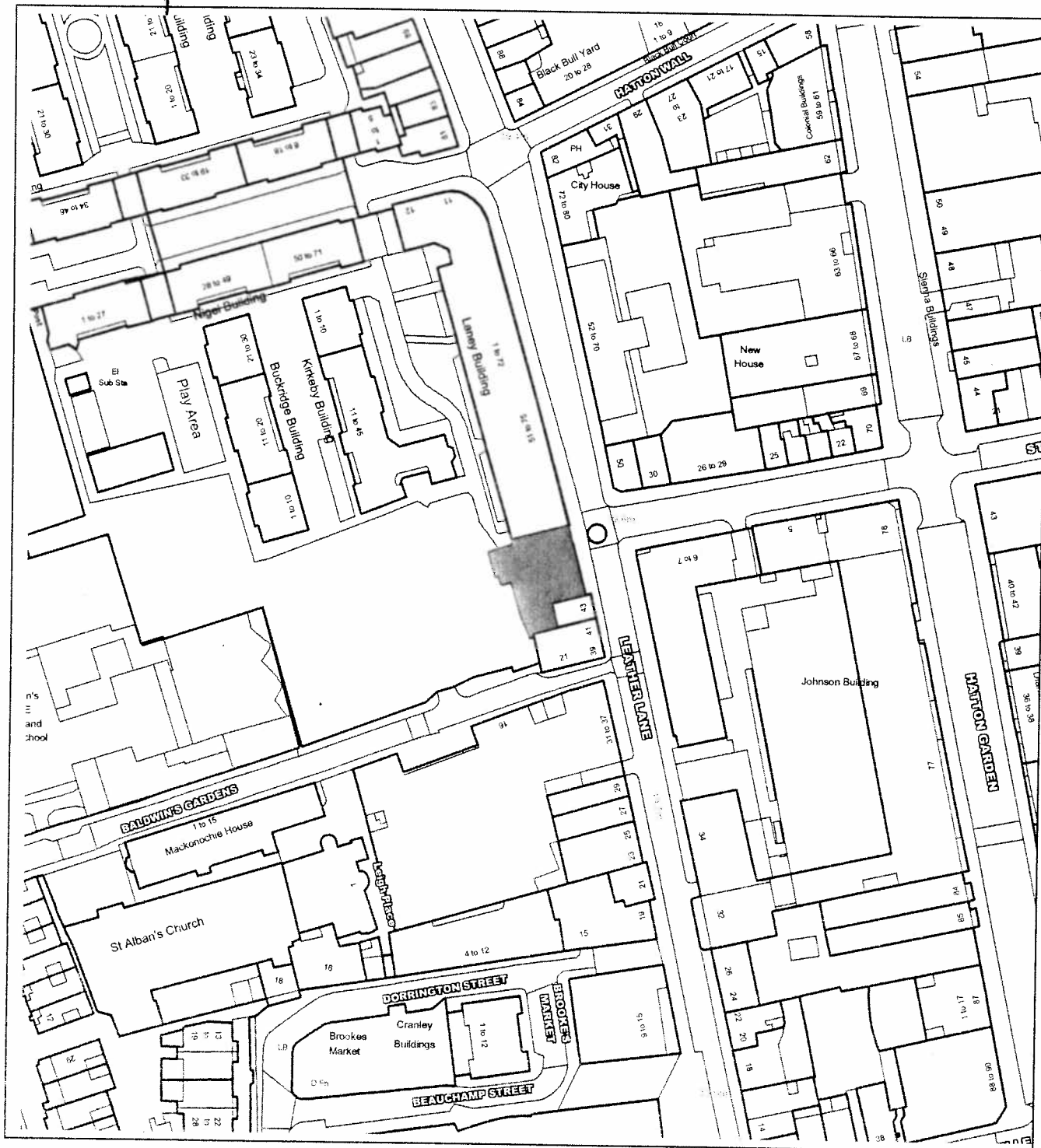
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

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

for Lushro Nominees (Sussex) Limited
as Director of Roschast Properties Limited

[Signature]
45-49 Leather Lane EC1N 7TJ



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

Application Ref: **2015/6806/P**

10 June 2016

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
45-49 Leather Lane
London
EC1N 7TJ

DECISION
Proposal:
Erection of shipping containers on the land at rear of 45-49 Leather Lane forming a B1 Office unit with a timber replacement front door and associated alterations to the boundary treatment.
Drawing Nos: 15005_(001, 100, 101, 102, 103, 104, 200, 202, 206, 203, 204, 207, 300),
Design and Access Statement

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: 15005_(001, 100, 101, 102, 103, 104, 200, 202, 206, 203, 204, 207, 300), Design and Access Statement

Reason:

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

Informative(s):

- 1 Reasons for granting permission.

The proposed development is to erect a structure constructed out of shipping containers on the land at the rear of 45-49 Leather Lane which is currently an underused services and parking area in order to form an additional B1 Office unit on site. The proposal would also include the replacement of the front door facing onto Leather Lane and associated alterations to boundary treatment.

The proposed structure would be enclosed on all sides however the proposed first floor section would protrude 1.6 m above the surrounding walls and the structure would be partially visible from surrounding high views. The barbed wire on top of the existing boundary walls would be replaced by a brick finish. The proposed containers would be finished with a yellow and red colour referencing the brick colours of the surrounding conservation area and in particular the nearby listed Bourne Estate and given the use of shipping containers, the physical impact of the proposed structure on the conservation area would be reversible. The proposal would replace a largely vacant concrete space with a secondary commercial space accessible via the archway. Given this addition to the public realm combined with the proposed sympathetic finish, the removal of the existing crossover, and the improved design of the proposed front door, it is considered that the proposal would make a positive contribution to Leather Lane and to the Hatton Garden Conservation Area.

The application site is located within an area with a high level of accessibility to public transport with a PTAL score of 6B (excellent). Hence the proposed development will be car free secured by a section 106 legal agreement. Leather Lane is also an area constrained in terms of traffic provision hence the proposed construction has the potential for traffic disruption. The requirement for submission of a construction management plan prior to commencement will be secured by means of a section 106 legal agreement.

It is considered that the proposed development would not have a detrimental impact on the light, outlook or privacy of neighbouring occupiers.

1 letter of objection has been received and duly taken into account prior to making this decision. The site's planning history and relevant appeal decisions have been taken into account.

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

As such, the proposed development is in general accordance with policies CS5, CS7 CS 8, CS9, and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP11, DP 12, DP13, DP 18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4, 7.6 and 7.8 of The London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17, 56 -66 and 126-141 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.

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

DRAFT

DECISION

DATED

14 July

2016

(1) ROSEHART PROPERTIES LIMITED

and

(2) STANDARD BANK JERSEY LIMITED

and

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

A G R E E M E N T

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**pursuant to Section 106 of the Town and Country Planning
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