

DATED

1 APRIL

2016

(1) HAVERSTOCK HILL LIMITED

and

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

A G R E E M E N T
relating to land known as
LOAD OF HAY PUBLIC HOUSE
94 HAVERSTOCK HILL
LONDON NW3 2BD
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

CLS/COM/FP/1781.499 (2015/4510/P)
V2 21.03.2016

THIS AGREEMENT is made the

7th

day of

APRIL

2016

B E T W E E N:

- i. **HAVERSTOCK HILL LIMITED** (Co. Regn. No.08756849) whose registered office is at 8 Weymouth Mews London W1G 7EA (hereinafter called "**the Owner**") of the first part
- ii. **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 NGL807318.
- 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 28 August 2015 and the Council resolved to grant permission conditionally under reference number 2015/4510/P subject to conclusion of this Agreement.
- 1.4. The Application for Listed Building Consent for the Development was submitted to the Council and validated on 28 August 2015 under reference number 2015/4739/L.
- 1.5. The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6. As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 of the Highways Act to be in the public benefit.

- 1.7. 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 Deed made pursuant to section 106 of
the Act and section 278 of the Highways
Act |
| 2.3. | "Application for Listed
Building Consent" | an application for listed building consent in
respect of the Development of the Property
submitted to the Council and validated on
28 August 2015 for which a resolution to
grant consent has been passed |
| 2.4. | "the Certificate of
Practical Completion" | the certificate issued by the Owner's agent
contractor architect or project manager
certifying that the Development has been
Practically Completed |
| 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 Development"** demolition of existing roof and internal elements at second floor level, including the introduction of a mansard roof extension behind the existing high level parapet to create an additional two bed residential unit. Internal and external alterations including provision of missing features throughout at all levels above ground level as shown on drawing numbers PL01; PL02; PL03; PL09; PL10; PL11; PL12; PL13; PL14; PL20; PL21 Rev A; PL22; PL23; PL24 Rev A; PL25 Rev A; PL26; PL27; PL28
- 2.7. **"the Highways Act"** the Highways Act 1980 (as amended)
- 2.8. **"the Highways Contribution"** the sum of £8,147.30 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 the Highways Works
- 2.9. **"the Highways Works"** works to the Public Highway and associated measures in the immediate vicinity of the Property and as are reasonably and properly required by the Council due to damage caused during and as a result of the Construction Phase of the Development to make good such damage such works to include the following:

a) resurfacing the Public Highway; and

b) any other works the Council acting reasonably considers necessary as a direct result of damage caused to the Public Highway during the Construction Phase of and as a result of the Development

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

2.10. **"the Implementation Date"**

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act forming part of the Development other than (for the purposes of this Agreement and for no other purpose) operations consisting of erection of any temporary means of enclosure, the temporary display of site notices or advertisements, references to **"Implementation"** and **"Implement"** shall be construed accordingly

2.11. **"Interest"**

4% per annum above the base rate of the National Westminster Bank plc or such other bank as the Council may from time to time nominate in writing

- 2.12. **"the Level Plans"** plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.13. **"the Listed Building Consent"** a listed building consent under reference number 2015/4739/L granted for the Development substantially in the draft form annexed hereto
- 2.14. **"Occupation Date"** the date when any part of the Residential Unit is occupied for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the phrases **"Occupy"**, **"Occupied"** and **"Occupation"** shall be construed accordingly
- 2.15. **"the Parties"** mean the Council and the Owner
- 2.16. **"the Planning Application"** a planning application in respect of the development of the Property submitted to the Council and validated on 28 August 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/4510/P subject to conclusion of this Agreement

- 2.17. **"Planning Obligations Monitoring Officer"** a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc. must be sent in the manner prescribed at Clause 6.1 hereof
- 2.18. **"the Planning Permission"** a planning permission granted for the Development substantially in the draft form annexed hereto and pursuant to the Planning Application
- 2.19. **"Practical Completion"** the completion of the works in relation to the Development that enables the Development to be used for the purpose for which it was designed, save for any minor defects and **"Practically Complete"** and **"Practically Completed"** shall be construed accordingly
- 2.20. **"the Property"** the land known as Load of Hay Public House 94 Haverstock Hill London NW3 2BD the same as shown edged in red on the plan annexed hereto
- 2.21. **"the Public Highway"** any carriageway footway and/or verge immediately adjoining the Property maintainable at public expense
- 2.22. **"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

2.23. **"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

2.24. **"Residential Unit"** the residential unit forming the Development and to be situated on the third floor and mansard level of the Property

2.25. **"Working Day"** means a day other than a Sunday or public holiday or bank holiday in England when banks in London are open for business

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. This Agreement is also made in pursuance of section 278 of the Highways Act.
- 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, and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6. The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7. The Parties save where the context states otherwise shall include their successors in title.
- 3.8. The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 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. The Owner hereby covenants with the Council to ensure that prior to occupying the Residential Unit each new resident of the Residential Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.1.2. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3. On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the Residential Unit (as issued and agreed by the Council's Street Name and Numbering Department), identifying those Residential Unit that in the Owner's opinion is affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

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 receipt of the Highways Contribution the Council shall provide the payer with a copy of a receipt
- 4.2.7. Within seven days following Practical Completion the Owner shall submit to the Planning Obligations Monitoring Officer a Certificate of Practical Completion in the manner outlined at Clause 6.1 hereof quoting the Planning Permission reference 2015/4510/P
- 4.2.8. Within fourteen days of the Council's receipt of the Certificate of Practical Completion the Council shall carry out an inspection of the Public Highway

- 4.2.9. Where no Highways Works are reasonably and properly required then the Council shall within fourteen days of the said inspection return the Highways Contribution in full to the Owner
- 4.2.10. Where the Council reasonably and properly considers that Highways Works are required the Council shall notify the Owner in writing in accordance with Clause 6.1.
- 4.2.11. The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably and properly considers appropriate.
- 4.2.12. Where the Council has carried out Highways Works in accordance with this Clause 4.2.10 and 4.2.11 on completion of said Highway Works the Council shall provide to the Owner a certificate specifying the sum ("**the Certified Sum**") reasonably and properly expended by the Council in carrying out the Highway Works.
- 4.2.13. 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.
- 4.2.14. 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.

4.3. COMPLETION OF THE DEVELOPMENT WITHIN A FIXED TIME SCALE

- 4.3.1. By the date no later than 24 months from the date of this Agreement the Owner covenants to have carried out and completed to the Council's reasonable satisfaction (as demonstrated by written notice to that effect) all of the works that in the reasonable opinion of the Council are necessary to complete the internal and external works in the building compromised in the Development in accordance with the requirements of the Planning Permissions; such works to include for the avoidance of doubt all internal and external repairs to the building, all internal works (including but not limited to doors, chimneys, windows) and all other matters approved under condition.
- 4.3.2. By a date no later than four months from the date of this Agreement the Owner covenants to submit a detailed programme of works for all internal and external

repairs and for all reinstatement works to be approved and demonstrating that is based on a measured survey.

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 2015/4510/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 notwithstanding that such a fee shall not be payable in relation to confirmation of

payment of the Highways Contribution which shall be governed in accordance with clause 4.2.6.

- 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 2015/4510/P.
- 5.7. Payment of the financial contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft 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 the Highways Contribution relates quoting the Planning Reference 2015/4510/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, London quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 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 due ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

All costs and expenses payable to the Council under this Agreement shall bear interest 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, Placeshaping Service, Urban Design and Development Team , 2nd Floor , 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2015/4510/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 and addressed to the Owner at their registered office.
- 6.2. This Agreement shall be registered by the Council 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 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. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY)
HAVERSTOCK HILL LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

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

.....
Authorised Signatory



R. Alexander

94 Haverstock Hill, London NW3 2BD



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R. Alexander

Nathaniel Lichfield & Partners
14 Regent's Wharf
All Saints Street
London
N1 9RL

Application Ref: **2015/4510/P**

29 March 2016

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**94 Haverstock Hill
London
Camden
NW3 2BD**

DECISION

Proposal:
Demolition of existing roof and construction of a mansard roof extension to incorporate a 2 bed residential unit.
Drawing Nos: PL01; PL02; PL03; PL09; PL10; PL11; PL12; PL13; PL14; PL20; PL21 Rev A; PL22; PL23; PL24 Rev A; PL25 Rev A; PL26; PL27; PL28

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 one year 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 policies 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

PL01; PL02; PL03; PL09; PL10; PL11; PL12; PL13; PL14; PL20; PL21 Rev A; PL22; PL23; PL24 Rev A; PL25 Rev A; PL26; PL27; PL28

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

- 4 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the development from noise sensitive premises. Details shall demonstrate that the sound insulation value $D_{nT,w}$ [and $L_{nT,w}$] is enhanced by at least 10dB or 20dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises already in operation and to achieve the criteria of BS8233:2014 within the development premises. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ adjacent dwellings/ noise sensitive premises is not adversely affected by noise.

- 5 All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (2) in relation to accessible dwellings and shall be maintained thereafter.

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.

Informative(s):

- 1 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 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 Noise and Licensing Enforcement Team, 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 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. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £3805.00(76.1sqm x £50) for the Mayor's CIL and £38,050.00(76.1sqm x £500 using the relevant rate for uplift in that type of floorspace) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the 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.

- 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.

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

Nathaniel Lichfield & Partners
14 Regent's Wharf
All Saints Street
London
N1 9RL

Application Ref: **2015/4739/L**
Please ask for: **Jennifer Chivers**
Telephone: 020 7974 3303

29 March 2016

DRAFT

Dear Sir/Madam

DECISION

Planning (Listed Building and Conservation Areas) Act 1990

Listed Building Consent Granted Subject to a Section 106 Legal Agreement

Address:
**94 Haverstock Hill
London
Camden
NW3 2BD**

DECISION

Proposal:

Demolition of existing roof and internal elements at second floor level and the construction of a mansard roof extension to create a 2 bed residential unit. Internal and external alterations throughout at all levels.

Drawing Nos: PL01; PL02; PL03; PL09; PL10; PL11; PL12; PL13; PL14; PL20; PL21 Rev A; PL22; PL23; PL24 Rev A; PL25 Rev A; PL26; PL27; PL28

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

Conditions And Reasons:

- 1 All new work and work of making good shall be carried out to match the original work as closely as possible in materials and detailed execution.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London
Director of Culture & Environment



Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 2 The works hereby approved are only those specifically indicated on the drawing(s) referred to above.

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

- 3 The works hereby permitted shall be begun not later than one year from the date of this consent.

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

- 4 A method statement, including details of removal of paint or render, works to decorative features and cleaning of the bricks shall be submitted to and approved in writing by the Council before works are commenced. The statement should include the undertaking of trials in relation to brick cleaning and drawings at a minimum scale of 1:20 with detailed drawings at a scale of 1:10 or 1:1 as appropriate of any proposed works to the facades and decorative features of the building. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

- 5 Notwithstanding the approved drawings and support documents a door and window schedule, method statement and drawings as appropriate detailing proposed works for repair and replacement including all works to ironmongery shall be submitted to and approved in writing by the Council as local planning authority, before the work is begun and the work shall be carried out in accordance with such approved proposals. All new windows require plan, elevation and section drawings at a scale of 1:10 with typical glazing bar details at 1:1.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 6 Notwithstanding the approved drawings and support documents no works to repair or restore any internal or external areas or features of the building including brick,

render and stone is authorised by this consent without prior approval of details. Those details shall include a full schedule of works and a measured survey submitted to and approved in writing by the Council as local planning authority, before the work is begun and the work shall be carried out in accordance with such approved proposals.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies

- 7 Notwithstanding the approved drawings and support documents no structural interventions (internal and external) are authorised without prior approval of details. Those details shall include method statements and drawings based on a measured survey submitted to and approved in writing by the Council as local planning authority, before the work is begun and the work shall be carried out in accordance with such approved proposals.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Notwithstanding the approved drawings and support documents all existing chimney pots shall be set aside during construction and reused. Any new chimney pots will require listed building consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 9 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:
- a) Plan, elevation and section drawings of the new stair from second to new third floor at a minimum scale of 1:10 including the handrail and balustrade.
 - b) Details of a fireplace schedule and associated plans at scale of 1:20, any new fireplaces, chimney pieces and hearths within the retained chimney pieces throughout the building.
 - c) Plan, elevation and section drawings of all new windows at a scale of 1:10

with typical glazing bar details at 1:1.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies

- 10 The new slate roof shall be natural Welsh slate.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies

- 11 No new plumbing, soil stacks, flues, vents, ductwork or rainwater goods and soil pipes shall be fixed on the internal or external faces or soffit of the building unless shown on the drawings hereby approved or as otherwise agreed in writing by the Council.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies

- 12 All new external rainwater goods and soil pipes on the visible elevations shall be of cast iron and painted black.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 13 No new grilles, security alarms, lighting, cameras, display screens or other appurtenances shall be fixed on the internal or external faces or soffit of the building unless shown on the drawings hereby approved or as otherwise agreed in writing by the Council.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden

Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies

- 14 No arials, plant, equipment or means of enclosure shall be erected other than as indicated on the approved drawings, unless otherwise agreed in writing by the Council.

Reason; In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 15 Notwithstanding the approved drawings and support documents a fireplace schedule and associated plan shall be submitted at a minimum scale of 1:20.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies

Informative(s):

- 1 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Culture & Environment

DATED

7 APRIL

2016

(1) HAVERSTOCK HILL LIMITED

and

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

A G R E E M E N T
relating to land known as
LOAD OF HAY PUBLIC HOUSE
94 HAVERSTOCK HILL
LONDON NW3 2BD
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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