

Date: 25 August 2016
Your Reference: 2016/1283/P
Our Reference: 1781.867
Enquiries to: Patrick Kelly

Supporting Communities
London Borough of Camden
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5 Pancras Square
London
N1C 4AG

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www.camden.gov.uk

Assistant Director of Regeneration and Planning
London Borough of Camden
Town Hall Extension
Argyle Street
LONDON
WC1H 8EQ

Dear Sirs

74 NETLEY SCHOOL, STANHOPE STREET
PLANNING APPLICATION REFERENCES 2016/1283/P and 2016/1252/P
(SHADOW) SECTION 106 AGREEMENT

I refer to the above matter.

Condition 7 of draft planning permission 2016/1283/P states that:
*"In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with * in this notice of planning permission".*

I have read and understood the obligations contained in the attached "shadow" s106 Agreement.

I hereby confirm that Supporting Communities will, in the construction and operation of the proposed development at 74 Netley School, Stanhope Street, London NW1 3EX, comply with the conditions marked with an asterisk in the planning permission referenced 2016/1283/P in the manner set out in the obligations contained within the attached "shadow" Section 106 agreement and will comply with the obligations set out in the "shadow" Section 106 agreement which reference planning permission 2016/1252/P.

Yours faithfully



Stuart Dilley
Director of Development
London Borough of Camden

DATED

2016

(1) LIMITED

and

(2)

and

(3)

and

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

A G R E E M E N T
relating to land known as

74 Netley School
Stanhope Street
London
NW1 3EX

pursuant to
Section 106 of the Town and Country Planning Act 1990 and
Section 278 of the Highways Act 1980 and
section 111 of the Local Government Act 1972

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1781.867 (final)

THIS AGREEMENT is made the day of 2016

B E T W E E N:

1. [.....] [if a company] (registered under company number xxxxxxx) whose registered office is at [.....] / [if an individual] of [...address....] (hereinafter called "the Freeholder") of the first part

2. [.....] (registered under company number xxxxxxx) whose registered office is at [.....] (hereinafter called "the Mortgagee") of the second part

3. [.....] [if a company] (registered under company number xxxxxxx) whose registered office is at [.....] / [if an individual] of [...address....] of the second part (hereinafter called "the Leaseholder") of the third part

4. [.....] [if a company] (registered under company number xxxxxxx) whose registered office is at [.....] / [if an individual] of [...address....] of the second part (hereinafter called "the Developer") of the fourth part

5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title number NGL849099.

- 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 The Planning Application for the Development of the Property was submitted to the Council and validated on 2016/1283/P and the Council resolved to grant permission

conditionally under reference number 2016/1283/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 agreement to be in the public benefit.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under title number _____ and dated _____ (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "this Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development and for the purposes of clause 4.1 (Construction Management Plan) hereof the

development granted planning permission under reference number 2016/1252/P 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 and the development granted planning permission under reference number 2016/1252/P using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule annexed hereto to ensure the Construction Phase of the Development and the development granted planning permission under reference number 2016/1252/P 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 building out of the Development and the development granted planning permission under reference number 2016/1252/P;
- (ii) [proposals to ensure the protection and preservation of the listed building during the Construction Phase;]

- (iii) [proposals to ensure there are no adverse effects on the conservation area features;]
- (iv) [proposals to ensure there are no adverse effects on the neighbouring listed building(s)];
- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) 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 Management
Plan Implementation Support

- Contribution”
- the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
- 2.6 “the Construction Phase”
- the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.7 “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
- 2.8 “the Development”
- erection of single storey nursery building and single storey WC building within school site as shown on drawing numbers 184 2YO A100 r2; A001 r1; A002 r1; A012 r1; A013; A014 r1; A101 r3; A102 r2; A201 r2; A202 r2; A302 r2; A303 r2; A304 r2; A323 r2; A324 r2; A500
- 2.9 “the Implementation Date”
- the earliest date of implementation of the Development or for the purposes of clause 4.1 (Construction Management Plan) hereof the development granted planning permission under reference number 2016/1252/P 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

2.10 "the Highways Contribution"

the sum of £526 (five hundred and twenty-six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for carrying out works to the public highway and associated measures in the vicinity of the Property such works and measures to include the following ("the Highways Works"):

- (i) formation of hard standing area to form new pedestrian access from Everton Buildings into the new block;
- (ii) any replacement landscaping works considered necessary by the Council; and
- (iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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 undertaker's costs

2.11 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.12 "Management Plan"

a plan to be prepared by the Owner and submitted to the Council for approval by the Council for the management of the Development and to include (but not be restricted to):

- (i) the hours of operation of the school;
 - (ii) the number of pupils who will attend the school; and
 - (iii) a strategy to limit the congregation of people near the entrance of the school.
- 2.13 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.14 "the Parties" the Council the Owner the Mortgagee and the Lessee
- 2.15 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 2016/1283/P for which a resolution to grant permission has been passed conditionally under reference number 2016/1283/P subject to conclusion of this Agreement
- 2.16 "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
- 2.17 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto
- 2.18 "the Property" the land known as 74 Netley School, Stanhope Street, London, NW1 3EX the same as shown

edged red on the plan at the Third Schedule annexed hereto

- 2.19 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 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 and hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development and the development granted planning permission under reference number 2016/1252/P until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development and the development granted planning permission under reference number 2016/1252/P can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development and the development granted planning permission under reference number 2016/1252/P 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 and the development granted planning permission under reference number 2016/1252/P at any time when the requirements of the Construction Management Plan are not being complied with

and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.2 HIGHWAYS

4.2.1 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.

4.2.2 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 as demonstrated by written notice to that effect.

4.2.3 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 undertaker's costs.

4.2.4 On completion of the Highway Works (incorporating any necessary replacement landscaping) the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.2.5 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.

4.3 MANAGEMENT PLAN

4.3.1 On or prior to the Occupation Date to submit to the Council a draft Management Plan for approval.

4.3.2 Not to Occupy (or permit Occupation of) the Development or any part thereof until the Management Plan has been approved by the Council as demonstrated by written notice to that effect.

4.3.3 Unless otherwise agreed in writing by the Council following the Occupation Date the Developer shall not Occupy or permit Occupation of the Development or any part thereof at any time when the Development is not being managed in accordance with the requirement of the Management Plan as approved by the Council.

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 and for the purposes of clause 4.1 (Construction Management Plan) hereof the development granted planning permission under reference number 2016/1252/P has taken or is about to take place.

5.2 Within seven days following completion of the Development and for the purposes of clause 4.1 (Construction Management Plan) hereof the development granted planning permission under reference number 2016/1252/P the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/1283/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 Borough Solicitor 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 to the Council 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 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 reference 2016/1283/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) 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 such Contribution relates quoting the planning application reference 2016/1283/P or by electronic transfer 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 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 Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 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 reference number 2016/1283/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the

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

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

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. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

10. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

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

Director Name: (CAPITALS))

Director Signature:)

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

EXECUTED AS A DEED BY)
[INDIVIDUAL])
in the presence of:)

.....

Witness Signature:)

.....

Witness Name: (CAPITALS))

.....

Address:)

.....

)

.....

Occupation:)

.....

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

.....

Authorised Signatory

THE FIRST SCHEDULE

Pro Forma Construction Management Plan

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

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

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

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

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION



Hayhurst and Co
Hayhurst and Co
26 Fournier Street
London E1 6QE

Application Ref: **2016/1283/P**

26 August 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:
74 Netley School
Stanhope Street
London
NW1 3EX

DECISION

Proposal:
Erection of single storey nursery building and single storey WC building within school site.
Drawing Nos: 184 2YO A100 r2; A001 r1; A002 r1; A012 r1; A013; A014 r1; A101 r3; A102 r2; A201 r2; A202 r2; A302 r2; A303 r2; A304 r2; A323 r2; A324 r2; A500

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 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) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

- b) Manufacturer's specification details and samples of all facing materials

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Full details of the green/biodiverse roof on the nursery and extended toilet block (including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance) shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The scooter and buggy parking as shown on plan 184 2YO A100 R2 shall be fully implemented prior to first occupation of the nursery and shall be 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.

- 5 The 24 cycle parking spaces as shown on drawing 184 2YO A500 shall be fully implemented prior to occupation of the development 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.

- 6 Prior to the end of the next available planting season, replacement tree planting (to mitigate against the loss of existing landscaping to accommodate cycle parking adjacent to the toilet block) shall be carried out in accordance with details of replanting species, position, date and size that have first been submitted to and approved by the local planning authority in writing.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

7 **NEED FOR A LEGAL AGREEMENT**

In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with * in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy CS19 of the London Borough of Camden Local Development Framework Core Strategy.

- 8 * No part of the development hereby approved shall be commenced until a Construction Management Plan setting out measures for ensuring highway safety and managing transport, deliveries and waste throughout the demolition and construction period, has been submitted to and approved by the local planning authority. The measures contained in the Construction Management Plan shall at all times during the construction phase remain implemented.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP20 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 9 * Prior to occupation of the nursery block, a Management Plan, including measures setting out its hours of operation, pupil numbers within the nursery, and a strategy to reduce congregation outside the nursery entrance at start and finish of school time. The measures contained in the Management Plan shall at all times remain implemented.

Reason: In order to ensure that the travel demand arising from the development does not significantly impact on the existing transport system and on local residential amenities and to accord with the requirements of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 10 * Prior to commencement of the development, confirmation that the necessary measures to secure the necessary highway works for the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme has an acceptable impact on the adjacent highway and provides an attractive safe and secure environment, in accordance with policies CS5, CS11 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP20 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

- 11 * Details of replacement landscaping along Everton Mews shall be submitted to and approved in writing by the local planning authority. The planting shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 12 The development hereby permitted shall be carried out in accordance with the following approved plans: 184 2YO A100 r2; A001 r1; A002 r1; A012 r1; A013; A014 r1; A101 r3; A102 r2; A201 r2; A202 r2; A302 r2; A303 r2; A304 r2; A323 r2; A324 r2; 184 2YO A400 r1; A401 r1; A402 r1; A403 r1; A500

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

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 applicant is advised that no additional water run-off would be acceptable on the public highway from a private development. Thus, a drainage solution must be incorporated at the base of the ramp to prevent this.

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

Supporting Communities Directorate



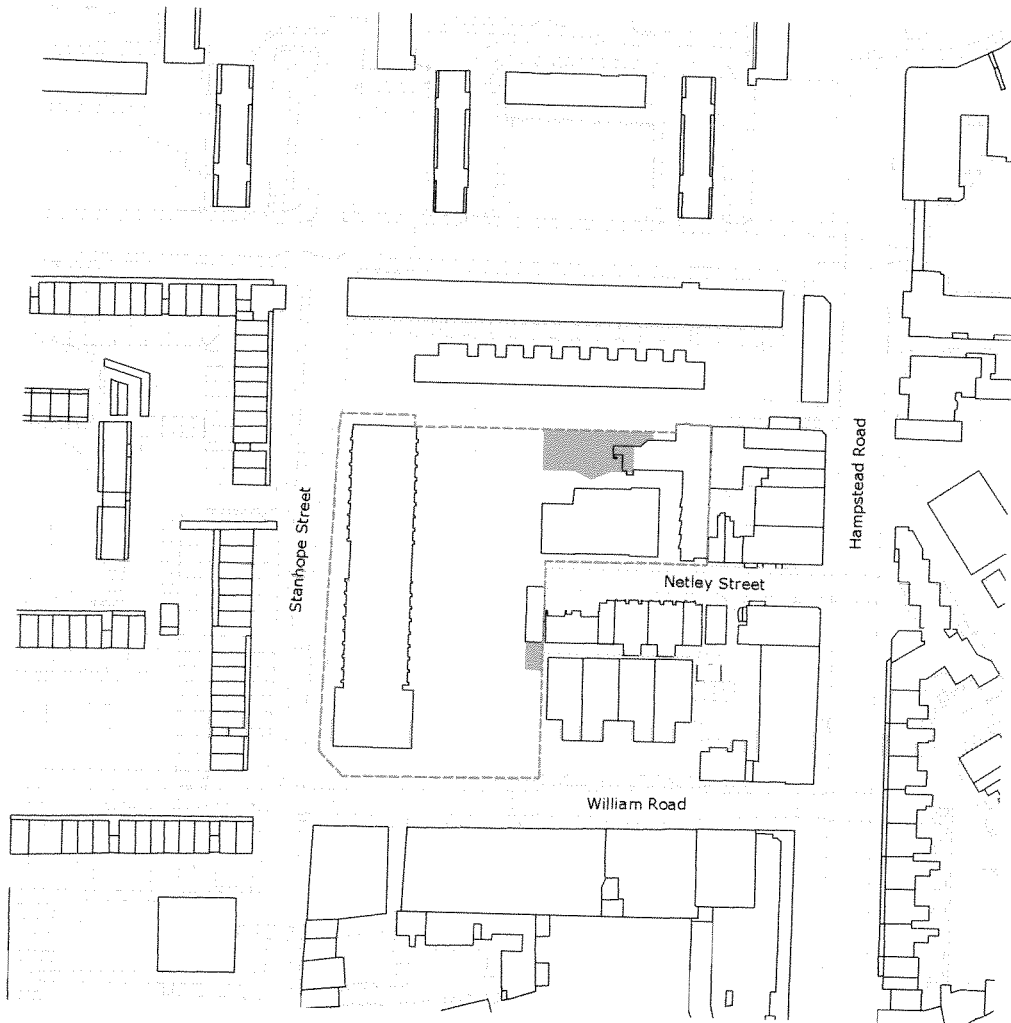
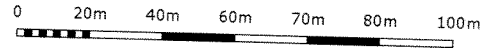
THE THIRD SCHEDULE

PLAN OF THE PROPERTY



PLANNING ISSUE

Check all dimensions on site. Do not scale off drawings without prior consultation. Any discrepancies to be reported to architects before execution of relevant works. This drawing has been produced for the London Borough of Camden for the development of Netley Primary School, 74 Stanhope Street, NW1 and for that application alone and is not intended for use by any other person or for any other purpose. Drawings remain copyright of Hayhurst and Co. and may not be reproduced without written consent or licence.



Planning

r2

Issue/Revision

Date

Rev

Project:

STEM & 2 Year Old Provision
 Netley Primary School, 74 Stanhope
 Street, London, NW1 3EX

Hayhurst and Co.

16/09/2015
 16/09/2015
 16/09/2015

Subject: New 2 Year Old Provision Site Location Plan

Scale: 1:2000 Date: 16.09.2015

Original Size: A4

Drawing No.: **184 2YO A003**

