

DATED

25 October

2016

**(1) SHAFTESBURY COVENT GARDEN LIMITED**

and

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

---

**SUPPLEMENTAL DEED AND DEED OF VARIATION**

Relating to the Agreement dated 12 May 2015  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
Shaftesbury Covent Garden Limited  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**St. Martins House 65-75 Monmouth Street London WC2H 9DG**

---

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

Tel: 020 7974 5680  
Fax: 020 7974 1920

1781.855



THIS AGREEMENT is made on the 25 day of October 2016

**BETWEEN**

- I. **SHAFTESBURY COVENT GARDEN LIMITED** (Co. Regn. No.03154145) whose registered office is at 22 Ganton Street Carnaby London W1F 7FS (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

**WHEREAS:**

- 1.1 The Council and the Owner entered into an Agreement dated 12 May 2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL600441 and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.3 The Council is the local planning authority for the purposes of the Act 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.
- 1.4 The Variation Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner (under section 73 of the Act) and validated on 24 December 2015 for which the Council resolved to grant permission conditionally under reference 2015/7106/P subject to the conclusion of this Agreement.
- 1.5 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.
- 1.6 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

## 2. INTERPRETATION

2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Agreement.

2.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.3.1 "Agreement" this Supplemental Deed and Deed of Variation;

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 12 May 2015 made between the Council and Shaftesbury Convent Garden Limited;

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 12 May 2015 referenced 2014/4879/P allowing the change of use of part second, part third and fourth floors from office (Class B1) to 4 self-contained flats (3 x 1-bed, 1 x 2-bed) (Class C3); change of use of part basement, part ground and part first floors from retail (Class A1) and office (Class B1) use to retail (Class A1); change of use from office entrance (Class B1) at ground floor (No.69 Monmouth Street) to create new retail (Class A1) unit and frontage; external alterations to Shelton Street to create new residential and office entrance; and associated internal alterations to include repositioning of existing lift and stairs and refurbishment works and plant as

shown on drawing numbers: Site Location Plan P4812/RJP/P01, 20321-01, 20321-02, 20321-03, 20321-04, 20321-05, 20321-06, 20321-07, 20321-10 Rev A, 20321-08, 20321-09, 20321-11, 20321-12 Rev B, 20321-P01 Rev A, 20321-P02 Rev C, 20321-P03 Rev A, 20321-P04 Rev A, 20321-P05 Rev A, 20321-P06 Rev A, 20321-P10 Rev A, 20321-P07, 20321-P08 Rev B, 20321-P09, 20321-P11 Rev B, 20321-P12 Rev E, 20321-P13, Environmental Health Survey & Plant Noise Assessment Report 2010/PNA1/Rev2, Planning Statement (Ref: P5457), dated July 2014, Lifetime Homes Assessment (Rev C) - F&T 20321 - July 2014;

#### 2.3.4 "Revised Development"

the development permitted by the Variation Permission being variation of condition 3 (approved plans) of planning permission 2014/4870/P dated 12/05/2015 (for the change of use of building to provide office (Class B1), residential (Class C3) and retail uses (Class A1) and associated elevational and internal alterations) and associated non material amendment 2015/2738/P dated 07/07/2015 (relating to the reconfiguration of roof form and associated plant, alteration of shopfront, access and fenestration), namely to change the use of the first floor retail (Class A1) element only to provide a 1 bedroom flat (Class C3) and associated alterations as shown on drawing numbers: Superseded: 00\_111 Rev P01; 00\_112 Rev P01; 00\_210 Rev P01; 00\_211 Rev P02. Proposed: 00\_111 Rev P03; 00\_112 Rev P02; 00\_210 Rev P02; 00\_211 Rev P03; Preliminary Assessment, BREEAM Domestic Refurbishment, prepared by Eight Associates, dated 29/04/2016; Letter dated 17th December

2015, prepared by Rupert Litherland of Rolfe Judd;

- 2.3.5 "Variation Application" planning application reference 2015/7106/P pursuant to section 73 of the Act for variation of condition 3 (approved drawings) of the Original Planning Permission; and
- 2.3.6 "Variation Permission" the planning permission under reference number 2015/7106/P to be issued by the Council on the date of this Agreement pursuant to the Variation Application in the form of the draft annexed hereto.
- 2.4 Where in this Agreement reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Agreement.
- 2.5 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not affect the construction of this Agreement.
- 2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.7 References in this Agreement to the Owner shall include their successors in title.
- 2.8 This Agreement is made pursuant to Section 106 of the Act, and is a planning obligation for the purpose 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.
- 2.9 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement,

consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

- 2.10 Clause 3 of this Agreement is conditional upon both the grant of the Variation Permission and the Implementation of the Variation Permission.

### **3. IMPLEMENTATION OF THE VARIATION PERMISSION AND VARIATION TO THE EXISTING AGREEMENT**

- 3.1 Subject to clause 2.10 above, the obligations on the part of the Owner and the Council contained in the Existing Agreement (as amended by the remainder of this clause 3 and by clause 4) shall bind the Owner and the Council in relation to the Revised Development from the date of Implementation of the Variation Permission as if such obligations and the provisions of the Existing Agreement had been set out in full in this Agreement and such obligations and provisions shall be interpreted as if all references therein to the Development, the Planning Application and the Planning Permission were references to the Revised Development, the Variation Application and the Variation Permission.

- 3.2 Subject to clause 3.1 above, the parties to this Agreement agree that from the date of Implementation of the Variation Permission the Existing Agreement shall cease to have effect in respect of the Planning Permission as defined prior to the date of this Agreement and shall no longer be binding on the parties hereto.

- 3.3 From the date of Implementation of the Variation Permission, the Owner shall no longer carry out development pursuant to the Planning Permission.

- 3.4 The Owner shall not carry out the Revised Development except in accordance with the terms of this Agreement and the Variation Permission.

- 3.5 For the avoidance of doubt the discharge of any obligations pursuant to the Existing Agreement in respect of the Planning Permission prior to the date of Implementation of the Revised Permission shall be deemed to have discharged the equivalent obligations in respect of the Variation Permission.

- 3.6 From the date of Implementation of the Variation Permission any action taken or details sent to the Council purporting to discharge or confirming discharge of the

obligations in the Existing Agreement shall be deemed to discharge or confirm the discharge of the equivalent obligation in respect of the Variation Permission pursuant to this Agreement.

3.7 Subject to clause 2.10 above, the following definitions shall be added to the Existing Agreement:

"2.9A "Post-Construction Assessment" means a BREEAM domestic refurbishment post-construction assessment report of any Residential Unit at the Development by an appropriately qualified recognised and independent professional in respect (including a written report and photographs) certifying that:

- (a) the measures incorporated in the document titled "*Preliminary Assessment BREEAM Domestic Refurbishment dated 29 April 2016*" by consultants Eight Associates have been achieved in the relevant Residential Unit; and
- (b) the Owner has used reasonable endeavours to achieve:
  - (i) a Very Good rating; and
  - (ii) at least 60% of the credits in each of Energy and Water and 40% in Materials categories;"

"2.10A "Residential Unit" means any individual residential unit delivered as part of the Development and "Residential Units" shall be construed accordingly;"

3.8 Subject to clause 2.10 above, the following clauses shall be added to the Existing Agreement:

**"4.3 POST-CONSTRUCTION ASSESSMENT"**



4.3.1 Prior to Occupation of any Residential Unit or Residential Units, to submit to the Council for approval the Post-Construction Assessment for such Residential Unit or Residential Units.

4.3.2 Not to Occupy or permit Occupation of a relevant Residential Unit until such time as the Council has approved the relevant Post-Construction Assessment as demonstrated by written notice to that effect PROVIDED THAT:

(a) such approval shall not to be unreasonably withheld or delayed; and

(b) if the Council fails to provide a written response to a request for approval pursuant to clauses 4.6.1 and 4.6.2 within 28 working days then the Council shall be deemed to have approved the relevant Post-Construction Review."

4.3.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Post-Construction Assessment as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Post-Construction Assessment.

#### **4. VARIATION TO THE EXISTING AGREEMENT**

4.1 The Existing Agreement shall be varied as follows:

4.1.1 the words "as shown shaded grey" in the definition of "the Property" in clause 2.10 shall be deleted and replaced with "as shown edged red"; and

4.1.2 the plan annexed to the Existing Agreement shall be replaced with the plan annexed to this Agreement.

4.2 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

#### **5. PAYMENT OF THE COUNCIL'S LEGAL COSTS**

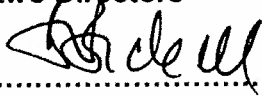
The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

6. **REGISTRATION AS LOCAL LAND CHARGE**

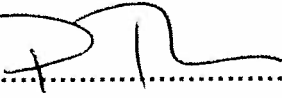
This Agreement shall be registered as a Local Land Charge by the Council.

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

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

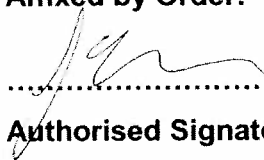


.....  
Director



.....  
Director/Secretary

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

  
.....  
Authorised Signatory

# 65-75 Monmouth St and 1-9 Shelton Street Site Location Plan P4812/RJP/P01



PT  
BB

R



Ordnance Survey © Crown Copyright 2012. All rights reserved.  
Licence number 100020449. Plotted Scale - 1:1250

ROLFE JUDD LTD, OLD CHURCH COURT, CLAYLANDS ROAD, THE OVAL, LONDON SW8 1NZ



Rolfe Judd Planning [P5870]  
Old Church Court  
Claylands Road  
Oval  
London  
SW8 1NZ

Application Ref: **2015/7106/P**

12 October 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:

**St. Martins House**  
**65-75 Monmouth Street**  
**London**  
**WC2H 9DG**

Proposal:

**DECISION**  
Variation of condition 3 (approved plans) of planning permission 2014/4870/P dated 12/05/2015 (for the change of use of building to provide office (Class B1), residential (Class C3) and retail uses (Class A1) and associated elevational and internal alterations) and associated non material amendment 2015/2738/P dated 07/07/2015 (relating to the reconfiguration of roof form and associated plant, alteration of shopfront, access and fenestration), namely to change the use of the first floor retail (Class A1) element only to provide a 1 bedroom flat (Class C3) and associated alterations.

Drawing Nos: Superseded: 00\_111 Rev P01; 00\_112 Rev P01; 00\_210 Rev P01; 00\_211 Rev P02.

Proposed: 00\_111 Rev P03; 00\_112 Rev P02; 00\_210 Rev P02; 00\_211 Rev P03; Preliminary Assessment, BREEAM Domestic Refurbishment, prepared by Eight Associates, dated 29/04/2016; Letter dated 17th December 2015, prepared by Rupert Litherland of Rolfe Judd.

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 REPLACEMENT CONDITION 3:

The development hereby permitted shall be carried out in accordance with the following approved plans:

Site Location Plan P4812/RJP/P01, 20321-01, 20321-02, 20321-03, 20321-04, 20321-05, 20321-06, 20321-07, 20321-08, 20321-09, 20321-10 Rev A, 20321-11, 20321-12 Rev B, Environmental Health Survey & Plant Noise Assessment Report 2010/PNA1/Rev2, Planning Statement (Ref: P5457), dated July 2014, Lifetime Homes Assessment (Rev C) - F&T 20321 - July 2014, Preliminary Assessment, BREEAM Domestic Refurbishment, prepared by Eight Associates, dated 29/04/2016; 00\_110 Rev P02; 00\_111 Rev P03; 00\_112 Rev P02; 00\_113 Rev P01; 00\_114 Rev P01; 00\_115 Rev P01; 00\_116 Rev P01; 00\_210 Rev P02; 00\_211 Rev P03; 00\_310 Rev P01; 00\_311 Rev P01; and 00\_312 Rev P01, Letter dated 14th May 2015, prepared by Jan Donovan of Rolfe Judd, Letter dated 30th March 2015, prepared by Franks and Lewin, Letter dated 17th December 2015, prepared by Rupert Litherland of Rolfe Judd.

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

2 REPLACEMENT CONDITION 7:

The basement floor level cycle storage area shall provide for 6 cycles prior to the first occupation of any of the new units, 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.

3 The 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.

- 4 The unit hereby approved at first floor level only shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water).

Informative(s):

1 Reasons for granting planning permission

The proposal would maintain the retail use at basement and particularly ground floor level, which is of principle value to the Central London Frontage and the character of Covent Garden. Although the proposal would reduce 61m<sup>2</sup> of retail floorspace, this would be at first floor level which is of limited value in respect of the Central London Frontage and the character of Covent Garden. The existing retail unit would be reduced to 142m<sup>2</sup>, a more relatable size to those in and around Monmouth Street and suitable to maintain its function, vitality and viability.

The proposal would provide an additional 1 bedroom unit of 61m<sup>2</sup> at first floor level, which would exceed the minimum floorspace requirement according to London Plan standards. The unit would enjoy a dual aspect outlook, in addition to plenty of openings providing good levels of natural light.

The purpose of the ref: 2014/4870/P and 2015/2738/P was to convert ineffective and inefficient use of commercial floorspace to provide residential accommodation. The floor plate of St. Martins House presents an ineffective and inefficient use of commercial floorspace, in particular the apex or 'pinch point'. The floor plates and layout of the residential element is therefore broadly set, with 1 bedroom units located within the apex areas and, where possible, a larger 2 bed unit within the rear roof space.

In mind of these constraints, the provision of an additional 2 bed unit would not be suitable based on the floor plate arrangement of the building. An alternative being to provide overly large duplex units of 125m<sup>2</sup>, the same size as a 5 bedroom 7 person unit which would not be appropriate in this instance.

It is accepted that the proposal has sought to comply with those achievable requirements of policy DP6, as far as practicable in the context of the site. The quality of accommodation and mix of housing units is acceptable in mind of the building's constraints, as are the sustainability measures.

The introduction of residential accommodation at this level would be appropriate given the surrounding context, and of no greater detriment to the privacy of those adjacent residential occupiers than the existing arrangement.

The proposed external works to the residential entrance, ventilation bricks and associated alterations are of limited intervention and would preserve the special

interest of the listed building and character and appearance of the Seven Dials Conservation area.

The number of cycles will be reduced from the extant permission to 6, which although will be 1 less than the requirements of the London Plan, will allow for the optimum balance between providing refuse storage (previously located in each unit) and accessibility with a bicycle within the building. This balance is therefore acceptable. The new residential unit shall be car-free, secured by a Section 106 planning obligation.

This permission will require a (deed of variation) S106 Legal Agreement covering a car-free development, a financial contribution for various Highway and Public Realm Improvement works adjacent to the site, Servicing Management Plan (SMP) and achieving a 'very good' BREEAM rating.

The planning and appeal history of the site has been taken into account when coming to this decision. No objections were received prior to making this decision.

Special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses. Considerable importance and weight has been attached to the harm and special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.66 and s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

- 2 As such, the proposed development is in general accordance with policies CS1, CS2, CS5, CS6, CS7, CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP12, DP16, DP17, DP18, DP19, DP20, DP24, DP25, DP26, DP28 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.3, 3.4, 3.5, 6.9, 6.13, 7.4, 7.6, 7.8 of the London Plan 2016; and paragraphs 14, 17, 50, 56-66, 126-141 of the National Planning Policy Framework.
- 3 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).
- 4 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.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

**DRAFT**

Supporting Communities Directorate

**DECISION**



DATED

25 October

2016

**(1) SHAFTESBURY COVENT GARDEN LIMITED**

and

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

---

**SUPPLEMENTAL DEED AND DEED OF VARIATION**

Relating to the Agreement dated 12 May 2015  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
Shaftesbury Covent Garden Limited  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**St. Martins House 65-75 Monmouth Street London WC2H 9DG**

---

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

Tel: 020 7974 5680  
Fax: 020 7974 1920

1781.855

