

DATED 16 December 2016

(1) H COMPANY 2 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
40-42 MILL LANE LONDON NW6 1NR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 5680
Fax: 020 7974 1920

THIS AGREEMENT is made the 16th day of December 2016

BETWEEN:

1. **H COMPANY 2 LIMITED** (incorporated in Jersey) (UK Regn. No. FC120281) of 22 Glenville Street, St Helier, Jersey, JE4 8PX (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN110911.
- 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 11 August 2016 and the Council resolved to grant permission conditionally under reference number 2016/2661/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.3 "the Development" convert ancillary accommodation to existing A4 use at 1st & 2nd floor to create 3 x 1-bed and 2x 2bed flats with roof and second floor rear extension, associated alterations and retain existing pub (Use Class A4) at basement and ground floor. as shown on drawing numbers:-

Planning Brochure Revision E, 0500A, 0501A, 1000A, 1001B, 1002A, 1003A, 1004A, 1100B, 1101A, 1102A, 1200A, 1201A, 1999B, 2000C, 2001B, 2002A, 2003A, 2004B, 2100B, 2101B, 2102B, 2200B, 2201A, Sustainability statement, BREEM assessment and Energy Assessment statement by Eight Associated dated 14/09/16, Letter dated 10/8/16 and Noise Exposure Assessment dated 3/8/16 by Clement Acoustic, email from Hannes Voss confirming access arrangements dated 17/10/16.

2.4 "the Energy Efficiency and Renewable Energy Plan" a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

(a) the incorporation of the measures set out in the submission documents entitled Planning Statement Energy Assessment, by Eight

Associates, and dated 14.09 2016) to achieve a 20% reduction in CO2 emissions beyond the Part L 2013 baseline;

- (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 13.8% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

2.5 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.6 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.7 "the Parties"

mean the Council the Owner

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

2.13 "Residents Parking Permit"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.12 "Residents Parking Bay"

the land known as 40-42 Mill Lane London NW6 1NR the same as shown shaded grey on the plan annexed hereto

2.11 "the Property"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.10 "the Planning Permission"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.9 "Planning Obligations Monitoring Officer"

a planning application in respect of the development of the Property submitted to the Council and validated on 11 August 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/2661/P subject to conclusion of this Agreement

2.8 "the Planning Application"

2.14 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) achieve the targets set out in the submission document entitled Preliminary Assessment BREEAM Domestic Refurbishment, by Eight Associates, and dated 14.09.2016
- (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Excellent and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan; and
- (e) measures to secure a post construction review of the Development by an appropriately qualified recognised and

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words donating actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

NOW THIS DEED WITNESSETH as follows:-

(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Development and will be maintainable in the Development's future management and occupation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1. CAR FREE

- 4.1.1. To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2. Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4. 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2. ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.2.1. On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.2.2. Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.2.3. Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.2.4. 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 Energy Efficiency and Renewable Energy Plan 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 Energy Efficiency and Renewable Energy Plan

4.3. SUSTAINABILITY PLAN

4.3.1. On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.3.2. Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

- 4.3.3. Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.3.4. 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 Sustainability Plan 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 Sustainability Plan.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within fourteen days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/2661/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the

Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

5.5 Where the agreement, approval, consent or expression of satisfaction and/or any other similar action is required from and/or by the Council (or for any officer or employee of the Council) under the terms of this Agreement, such agreement, approval, consent or expression of satisfaction and/or any other similar action shall not be unreasonably withheld or delayed.

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, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the planning reference number 2016/2661/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 by the Council.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 40-42 MILL LANE

LONDON NW6 1NR

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 Michael Galvin
acting by a Director and its Secretary
or by two Directors

Michael Galvin
Director

Director/Secretary witness

Alison May
Secretary

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

Alison May

Authorised Signatory





Kyson Design Ltd
28 Scrutton Street
London
EC2A 4RP

Application Ref: **2016/2661/P**

30 November 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:
40-42 Mill Lane
LONDON
NW6 1NR

Proposal:

Convert ancillary accommodation to existing Class A4 use at 1st & 2nd floors to create 3 x 1-bed and 2x 2bed flats with roof and second floor rear extension, associated alterations and retain existing public house (Use Class A4) at basement and ground floors.

Drawing Nos: Planning Brochure Revision E, 0500A, 0501A, 1000A, 1001B, 1002A, 1003A, 1004A, 1100B, 1101A, 1102A, 1200A, 1201A, 1999B, 2000C, 2001B, 2002A, 2003A, 2004B, 2100B, 2101B, 2102B, 2200B, 2201A, Sustainability statement, BREEAM assessment and Energy Assessment statement by Eight Associated dated 14/09/16, Letter dated 10/8/16 and Noise Exposure Assessment dated 3/8/16 by Clement Acoustic, email from Hannes Voss confirming access arrangements dated 17/10/16.

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.

- 5 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 separating the commercial part(s) of the premises from dwellings, noise sensitive premises. Details shall demonstrate that the sound insulation value $D_{nT,w}$ is enhanced by at least 10dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises and to achieve the criteria of BS8233:2014 within the dwellings/ noise sensitive 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 in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to implementation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the development commences, details of secure and covered cycle storage area for 7 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety 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.

- 8 The hereby approved privacy screening shall be installed prior to the occupation of the hereby approved flats, and shall be retained in perpetuity unless otherwise approved by the local planning authority.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

9 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Policies.

Informative(s):

1 Reasons for granting permission.

It is proposed to use the upper floors of the site for residential use separate to the existing public house which would be retained at ground and lower ground floor levels. The retention of the existing public house (Class A4) use is supported as it is an Asset of Community Value and a local employer and would be in accordance with Camden policies CS7, CS8 and DP12.

The principle of the use of the upper floors for residential accommodation is also supported as these do not form part of the day to day running of the pub and are currently an under-utilised space. The proposed residential use would meet a priority land use of Camden's Core Strategy and would be in line with policies CS6 and DP2 which seek to maximise the supply of additional homes within the borough.

The proposal provides three 1-bed and two 2-bed flats which complies with policy DP5 providing more than 40% of the total number of residential accommodation as 2 bedroom units.

The Council has set minimum internal space standards within CP2 (Housing) and the London Plan provides minimum space standards for new residential development. The 3 x 1 bedrooms flats proposed would have gross internal floor areas of 55, 50 and 51.2sqm and the 2 x 3 bedrooms would have floor areas of 71 & 73.6sqm. All of the proposed flats would comply with both CP2 and the London Plan. The proposed units would provide a satisfactory standard of accommodation for future occupiers and they will all have an acceptable layout, ceiling heights, room sizes and provision of sunlight, daylight, ventilation and outlook. The proposed terraces would also provide an acceptable level of amenity space for future residents.

The proposal includes a sensitive approach for extending and refurbishing the existing building that would meet modern requirements whilst being sympathetic to the host building and historic nature of the surrounding area in accordance with policies CS5, CS14 and DP24. The improvements proposed will ensure the retention of the Class A4 use and will not have any harmful impact on residents and the local area.

Regarding access, a new residential access door and a pub fire escape door would be provided on the Mill Lane Elevation which would provide a step with contrasting nosing in front of it and a handrail support. The communal residential stairs would also have contrasting step nosings with handrails on either side to ensure improved access for future occupiers. A new timber door and refuse double doors are also proposed on the Ravenshaw Street elevation which would sit comfortably within the streetscene.

Conversions of this level of floorspace (336sqm and 4 units) into residential would need to meet BREEAM for Domestic Refurbishments 'excellent' rating. Camden also requires conversions to achieve a minimum 60% score in the energy and water with 40% in materials. A BREEAM for Domestic Refurbishments assessment has been submitted indicating an 'excellent' rating can be achieved and that the minimum scores in the energy (69%), water (70%) and materials (64%) sub-categories can be achieved. The development is targeting BREEAM Excellent rating, with a preliminary score of 74.45% and 77.59% of available energy credits, 70.83% of available water credits and 70.83% of available materials credits which is excellent. A Section 106 legal agreement would be required to secure a commitment to BREEAM for Domestic Refurbishments 'excellent' rating, as indicated in a pre-assessment and post-construction review.

- 2 With regards to external design, the proposed refurbishment are considered to enhance the external facades by reinstating parapets, banisters, window pediments, and adding cornices, windows to match existing pattern and improving the visual symmetry of the building. This is also aligned with the local Neighbourhood Plan which recommends that development should be aligned with the existing structures.

The extent of the second floor rear extension would not be creating any loss of outlook to neighbouring properties. There would be no loss of privacy from overlooking due to the locations of the created roof terraces as it would be at a considerable distance, a condition would added to erected screens to be erected prior to occupation. Due to the nature of the external works, it is considered that the proposal would not result in any harm by way of a loss of light or outlook for neighbouring occupiers. With regards to noise, acoustic information has been submitted. They have identified the need for enhanced sound insulation in which is considered acceptable subject to conditions.

The location of the site is within a PTAL 4 Zone. The site is within walking distance to Kilburn Underground Station (Jubilee line), West Hampstead Underground Station (Jubilee line), West Hampstead Rail and Brondesbury Rail. There is currently no on-site parking. The site is within the controlled parking zone CA-F and there will be no further provision of parking permits for new residents. To comply with the London Plan there will be provision for a minimum of 7 cycle parking spaces accommodated securely internally and accessible from Ravenshaw Street. The spaces will be provided using 4no. Sheffield stands. As the new units would benefit from excellent public transport and lie within a town centre, it is considered that they would have to be car free and exempt from applying for a parking permit. This would be secured via a Section 106 Legal Agreement. Waste collection for

the A4 unit will be retained as per existing. The residential units will be provided with separate internal storage for both household and recycled waste within the kitchen units. Refuse storage is provided and will be accessed directly from Ravenshaw Street.

One objection has been received prior to making this decision. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS5, CS6, CS7, CS8, CS11, CS13, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP12, DP17, DP18, DP19, DP22, DP23, DP24, and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies of the London Plan 2016, consolidated with alterations since 2011, paragraphs 14, 17, 23-27, 29-41, 47-51, 56-68 and 126-141 of the National Planning Policy Framework and policies within the Fortune Green & West Hampstead Neighbourhood Plan Policies 1 (Housing); 2: (design and character); 7 (Sustainable Transport) 12 (Business, commercial and employment premises); and 14 (Mill Lane Neighbourhood Centre).

3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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> 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.

4 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).

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



Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP
Tel: 020 7974 5680
Fax: 020 7974 1920

A G R E E M E N T
relating to land known as
40-42 MILL LANE LONDON NW6 1NR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

and

(1) H COMPANY 2 LIMITED

2016

16 December

DATED