

DATED 28 December 2016

(1) DENIS PATRICK COLEMAN and MEREDITH LAUREN COLEMAN

and

(2) SVENSKA HANDELSBANKEN AB (PUBL)

and

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

**A G R E E M E N T**  
relating to land known as  
1 Oak Hill Way, London NW3 7LR  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918  
Fax: 020 7974 2962



THIS AGREEMENT is made the 28<sup>th</sup> day of December 2016

**B E T W E E N:**

- i. **DENIS PATRICK COLEMAN and MEREDITH LAUREN COLEMAN** of 1 Oak Hill Way, London NW3 7LR (hereinafter called "the Owner") of the first part
- ii. **SVENSKA HANDELSBANKEN AB (PUBL)** (incorporated in Sweden) of 4M Building, Malaga Avenue, Manchester Airport, Manchester M90 3RR (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN127055 subject to a charge to the Mortgagee.
- 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 30 March 2016 and the Council resolved to grant permission conditionally under reference number 2016/1695/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN127055 and dated 29 January 2016 (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 | "the 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 architect or project manager certifying that the Development has been completed  |
| 2.4 | "Construction Management Plan"            | a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to): |

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

and for the avoidance of doubt includes the demolition of the Existing Buildings

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"

demolition of the existing house at No 1 Oak Hill Way and replacement with a new 6 bedroom house including new basement floor extension as shown on drawing numbers Location plan:  
1275/S 00; 1275/S 01; 1275/S 02; 1275/S 03;  
1275/S 04; 1275/S 05; 1275/S 06; 1275/S 07;  
1275/S 08; 1275/S 09; 1275/S 10; 1275/AP3/01;

1275/AP3/02; 1275/AP3/03;1275/AP3/04;  
1275/AP3/05; 1275/AP3/06; 1275/AP3/07;  
1275/AP3/08; 1275/AP3/09; 1275/AP3/10;  
1275/AP3/11; Basement Impact Assessment by  
Michael Alexander Consulting Engineers  
Reference, Project no.P3258, issue 1.0;  
Geotechnical, Hydrogeological and Ground  
Movement Report by LBH Wembley, LBH43377  
Ver.2.0 December 2015; Design & Access  
Statement, March 2016; Tree Survey and  
Arboricultural Method Statement prepared by Tre  
Tec dated March 2016.

- 2.9 "the Highways Contribution" the sum of £3,000 (three thousand 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 carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with any works the Council acting reasonably considers necessary as a direct result of the Development. All works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
- 2.10 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- 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 "the Parties" mean the Council the Owner and the Mortgagee
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 March 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/1695/P subject to conclusion of this Agreement
- 2.14 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as 1 Oak Hill Way, London NW3 7LR the same as shown shaded grey on the plan annexed hereto
- 2.17 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense



3. **NOW THIS DEED WITNESSETH** as follows:

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 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 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 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 shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

#### 4.2 HIGHWAYS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it properly considers appropriate.
- 4.2.6 On completion of the Highway Works 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.
- 4.2.7 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.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/1695/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/1695/P.
- 5.7 Payment of the Highways Contribution / Construction Management Plan Implementation Support Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/1695/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement

upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2016/1695/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 or the Mortgagee, nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**



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

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY )  
DENIS PATRICK COLEMAN )  
in the presence of: )

  
.....  
Witness Signature 

Witness Name ALEXANDRA EDDEN

Address 42 NETHERHALL GARDENS, LONDON, NW3 5RG

Occupation NANNY

CONTINUATION OF AGREEMENT IN RELATION TO 1 OAK HILL WAY,  
LONDON NW3 7LR

EXECUTED AS A DEED BY )  
MEREDITH LAUREN COLEMAN )  
in the presence of: )

*M L Coleman*  
.....

Witness Signature *Alexandra Edden*

Witness Name ALEXANDRA EDDEN

Address 4-2 NETHERHALL GARDENS, LONDON, NW3 5PG

Occupation NANNY

EXECUTED as a Deed )  
By SVENSKA HANDELSBANKEN AB (PUBL) )  
by )  
in the presence of: )

*Sue Lynch*  
.....

*[Signature]*  
HANDELSBANKEN  
Second Floor  
High Hill House  
6a Hampstead High Street  
London  
NW3 1PR

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

*[Signature]*  
.....  
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:-

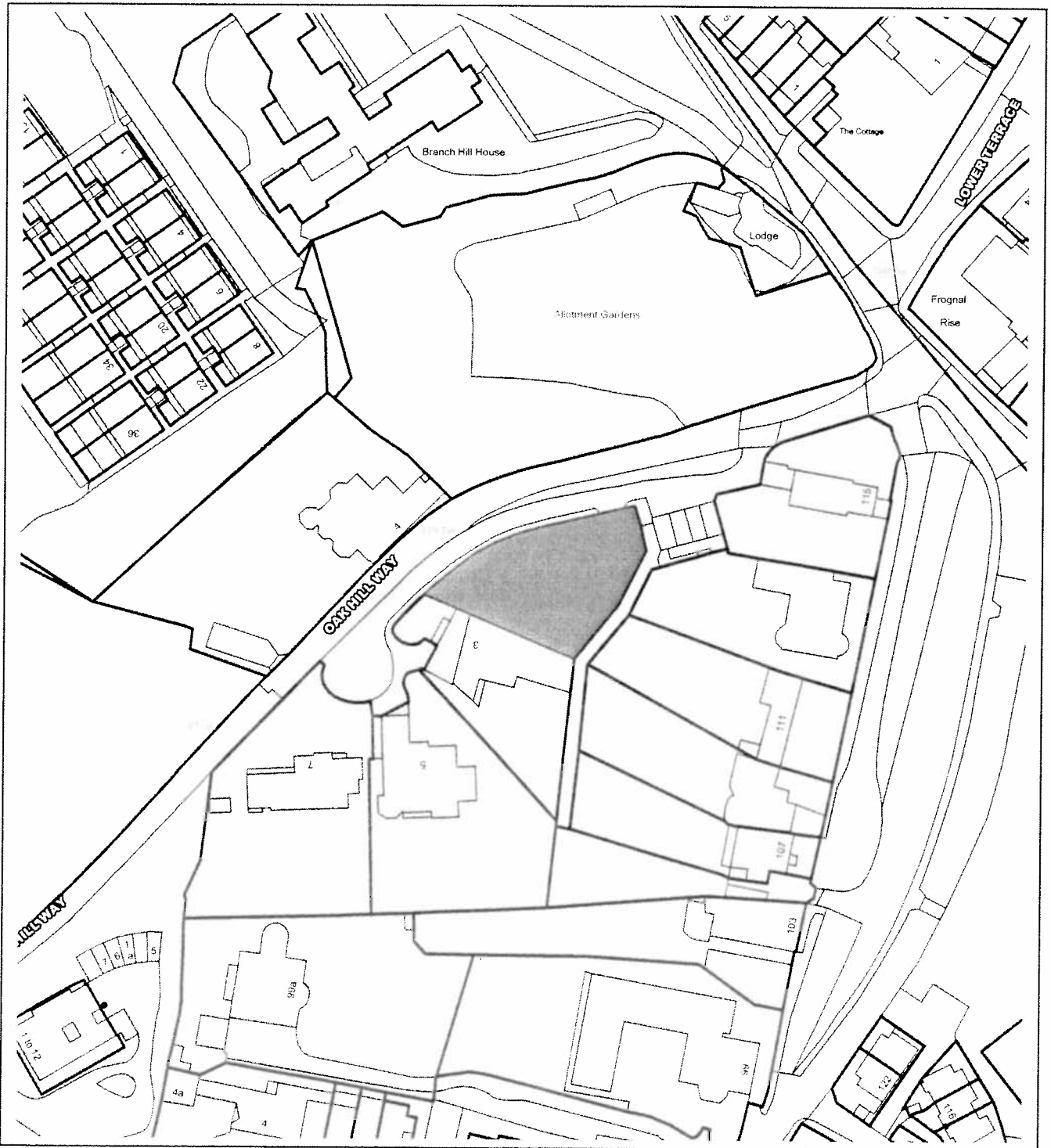
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

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**



# NORTHGATE SE GIS Print Template



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Michael Burroughs Associates  
Michael Burroughs Associates  
33 Shore Road  
Holywood  
BT18 9HX

Application Ref: **2016/1695/P**

13 December 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:  
**1 Oak Hill Way  
LONDON  
NW3 7LR**

Proposal:  
Demolition of the existing house at No 1 Oak Hill Way and replacement with a new 6 bedroom house including new basement floor extension.

**DECISION**  
Drawing Nos: Location plan: 1275/S 00; 1275/S 01;1275/S 02; 1275/S 03; 1275/S 04; 1275/S 05; 1275/S 06; 1275/S 07; 1275/S 08; 1275/S 09; 1275/S 10;1275/AP3/01; 1275/AP3/02; 1275/AP3/03;1275/AP3/04; 1275/AP3/05; 1275/AP3/06; 1275/AP3/07; 1275/AP3/08; 1275/AP3/09; 1275/AP3/10; 1275/AP3/11; Basement Impact Assessment by Michael Alexander Consulting Engineers Reference, Project no.P3258, issue 1.0; Geotechnical, Hydrogeological and Ground Movement Report by LBH Wembley, LBH43377 Ver.2.0 December 2015; Design & Access Statement, March 2016; Tree Survey and Arboricultural Method Statement prepared by Tre Tec dated March 2016.

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 The development hereby permitted shall be carried out in accordance with the following approved plans [Location plan: 1275/S 00; 1275/S 01; 1275/S 02; 1275/S 03; 1275/S 04; 1275/S 05; 1275/S 06; 1275/S 07; 1275/S 08; 1275/S 09; 1275/S 10; 1275/AP3/01; 1275/AP3/02; 1275/AP3/03; 1275/AP3/04; 1275/AP3/05; 1275/AP3/06; 1275/AP3/07; 1275/AP3/08; 1275/AP3/09; 1275/AP3/10; 1275/AP3/11; Basement Impact Assessment by Michael Alexander Consulting Engineers Reference, Project no.P3258, issue 1.0; Geotechnical, Hydrogeological and Ground Movement Report by LBH Wembley, LBH43377 Ver.2.0 December 2015; Design & Access Statement, March 2016; Tree Survey and Arboricultural Method Statement prepared by Tre Tec dated March 2016. ]

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

- 3 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Sample panels of the following shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced.

1. A panel of facing brickwork, measuring no less than 1.5m x 1.5m, demonstrating the proposed colour, texture, face-bond and pointing.
2. A panel of facing render

The development shall be carried out in accordance with the approval given.  
The approved panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework

Development Policies.

- 5 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 [and DP25 if in CA] of the London Borough of Camden Local Development Framework Development Policies.

- 6 The new house 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.

- 7 Detailed drawings, and/or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Typical plan, elevation and section drawings, including jambs, head and cill, of all new external windows, doors and rooflights at a scale of 1:10 with typical glazing bar details at 1:1.

b) Samples and manufacturer's details of typical window and door frames, glazing, balustrades and roofing materials.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: In order to ensure a satisfactory standard of development that safeguards the character and appearance of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 8 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 9 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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 policy CS14, 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.

- 10 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, by not later than the end of the planting season prior to the occupation of the development or any phase of the development, whichever is the sooner. Any areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme 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.

- 11 Prior to the commencement of any works on site, all tree protection measures set out in the 'Tree Survey and Arboricultural Method Statement.V2.April 2015' hereby approved shall be put in place and retained and maintained for the duration of all works. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details. Any trees which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the development will not have an adverse effect on existing



trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 12 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance 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.

- 13 The use of the rear balcony shall not commence until the screen, as shown on the approved drawings, has been constructed. The screen shall be permanently retained thereafter.

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.

- 14 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

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 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 15 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the demolition and construction phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone) and DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework

Development Policies.

- 16 Notwithstanding the information contained within the Basement Impact Assessment LBH4377 Ver.2.0, December 2015 hereby approved and in order that the basement development to comply with the council's basement and lightwells standards the applicant shall:

Comply fully with the recommendation cited in paragraph 4.19 and the second of paragraph 5.6 of the CAMPBELL RIETH Basement Impact assessment Audit, Project Number: 12336-72, Revision: F1 dated November 2016;

namely that ground movement monitoring shall be undertaken prior to and during the construction, in respect of No 3 Oak Hill Way and including the provision of contingency action plan;

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission:

The application comprises two elements, a] the demolition of the existing 2-storey house b] erection of a new 6x bedroom residential dwelling including new basement floor.

The application site comprises an existing family dwellinghouse located on the southern side of Oak Hill Way, close to its junction with Frognaal Rise. The building is not listed but is located within Hampstead Conservation Area. The Conservation Area Statement has identified the property as detracting from the character of the area, and one that would benefit from enhancement. Except for the basement floor (south-west side), new windows plus alterations to the roof, this proposal is identical to an extant approved scheme for a new 6xbedroom dwellinghouse (not implemented). The proposed basement, 2-storey dwelling would increase its floor area by 321.37sqm (from 476.93 to 798sqm); by increase floorspace at the rear between 3.5 and 8m into the garden from the rear elevation; also on the upper floors; and would largely occupy the existing building footplate. The contemporary design building incorporates changes as follows: The ridge heights would be raised by 1m to match the ridge line at neighbouring No. 3 which is acceptable; a 2-storey replacement coach house with pitched roof and a central bay with peaked gables plus roof balcony; the articulated front door entranceway at ground floor level; and

central 2-storey bay -window at the rear.

The rear elevation would project by c1m along the south west corner of the dwelling at garden level (ground floor) and a 4m wide bay would be added at first floor. The rear elevation would comprise contemporary frameless glazing at ground floor to take advantage of the garden aspect, in a manner which is consistent with the rear of other detached neighbouring properties. The overall scale and bulk of the new building are appropriate to the plot size and are considered to be acceptable. The building would be finished in traditional materials including brick and painted render, painted weatherboard, clay and lead tiled roofs and white-painted timber windows. The choice of materials is considered to be sympathetic to the conservation area and sample panels of all external materials would be secured by condition.

In order to preserve the open countryside character in the Oak Hill Way area the front forecourt would be maintained as an open area, with a low boundary wall and hedge atop added to provide a boundary with the neighbouring garage forecourt. In order to preserve the integrity of the design, a condition would be placed on the permission removing permitted development rights, thus requiring a planning application to be submitted for any alterations and extensions to the dwellinghouse. Overall the appearance of the building would be enhanced by the alterations to the design and the development would enhance the character and appearance of the conservation area.

A new single storey basement floor, approximately 196sqm in area is proposed. It extends beneath the entire footplate of the existing host building with a lightwell at the front and skylight at rear; and not be perceptible from outside. In support, a basement impact assessment report was submitted. The documents follow the CPG4 (Basements and Lightwells) screening and scoping approach to assessing the likely impact of the basement development and were independently audited by Campbell Reith who found the details acceptable after the submission of revised documents and information. The development is not in an area subject to flooding; and that the proposed basement will not extend below ground water table; which is approximately 5m below the proposed basement level. The proposed lightwell and skylights provide adequate light to the non-habitable basement rooms. The basement, as well as the lightwell are in accordance with guidance in CPG4 and meet the requirements of DP27.

- 2 Due to the nature of the proposal, being subterranean development with lightwells and landscaping, it would not result in any harm to the residential amenity of neighbouring occupiers. The 2x windows to the south-west elevation would not cause any significant additional harm to occupiers at no.3; and the privacy screen at the rear would prevent harm to occupiers at no.1 and is acceptable.

A tree protection plan and arboricultural method statement have been submitted with the application have demonstrated that no trees would be at risk as a result of harm from the proposed development. A condition would be added to secure the tree protection measures.

The site's planning and appeal history has been taken into account when coming to this decision. Two objections were received from an adjacent occupiers; noise and disturbance from construction; vehicle parking on private roads. These objections were duly taken into account prior to making this decision. Any disturbance during construction will be guided by Environmental Health under separate legislation. No comment was received from Hampstead CAAC.

The site has a low Public Transport Accessibility level of 3 (PTAL). As the development proposes no additional units, the street is a private road and the proposal to maintain the existing parking levels are acceptable and no parking control measures are required. The private garage on lower ground floor in the proposed plan can provide ample space for cycle parking.

A Construction Management Plan would be secured by s106 legal agreement to ensure measures are put in place to manage the impact of construction traffic and works, and to mitigate the noise and disturbance expected during building works.

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

As such, the proposed development is in general accordance with policies CS5, CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP17, DP18, DP19, DP24, DP25, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan March 2016; and 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 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.
- 5 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which

adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 6 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

Supporting Communities Directorate





DATED 28 December 2016

(1) DENIS PATRICK COLEMAN and MEREDITH LAUREN COLEMAN

and

(2) SVENSKA HANDELSBANKEN AB (PUBL)

and

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

**A G R E E M E N T**  
relating to land known as  
1 Oak Hill Way, London NW3 7LR  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918  
Fax: 020 7974 2962