

DATED 31 MARCH 2017 ~~2016~~

(1) ROYAL MAIL GROUP LIMITED

and

(2) NEW OXFORD STREET LIMITED

and

(3) DEUTSCHE PFANDBRIEFBANK AG

and

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

DEED OF VARIATION

Relating to the Agreement dated 30 March 2015 between
(1) Royal Mail Group Limited and (2) New Oxford Street Limited and (3) Deutsche Bank AG
London and (4) the Mayor and the Burgesses of the London Borough of Camden

under section 106 of the Town and
Country Planning Act 1990 (as amended)

Relating to development at premises known as
21-31 New Oxford Street London, WC1A 1BA

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1781.764 ~~(v10)~~ FINAL



THIS DEED is made the 31st day of March 2017 ~~2016~~

BETWEEN:

1. **ROYAL MAIL GROUP LIMITED** (registered under company number 04138203) whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ (hereinafter called "the Freeholder") of the first part
2. **NEW OXFORD STREET LIMITED** (incorporated in Guernsey under company number 56277) of ~~P.O. Box 60, Carinthia House, 9-12 The Grange, St Peter Port, Guernsey, GY1 4BF~~ whose address for service in the United Kingdom is c/o Brockton Capital LLP, 89 Wardour Street, London, W1F 0UB (hereinafter called "the Leaseholder") of the second part
3. **DEUTSCHE PFANDBRIEFBANK AG** (incorporated in Germany) registered in the United Kingdom under number FC028655 of 20 Fenchurch Street, 23rd Floor, London, EC3M 3BY (hereinafter called the "the Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

East Wing
Trafalgar Court
Les Banques
St Peter Port
Guernsey
GY1 3PP

WHEREAS

- A. The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL727825 and the leasehold proprietor with title absolute of part of the Property under title number NGL896962.
- B. The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under title number NGL732336 subject to a charge to the Mortgagee.
- C. The Freeholder is the freehold owner and part leasehold owner of the Property and the Leaseholder is the leasehold owner of the Property and the Freeholder and the Leaseholder are interested in the Property for the purposes of Section 106 of the Act.

- D. 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 the Existing Agreement as modified by this Deed.
- E. The Council, the Freeholder, the Leaseholder and Deutsche Bank AG London Branch (the Leaseholder's previous mortgagee) entered into the Existing Agreement on 30 March 2015.
- F. The Leaseholder has submitted an application for the Non-Material Amendment in respect of the Property to amend the Existing Planning Permission and the Council has agreed to modify the Existing Planning Permission under section 96A of the Act subject to the Parties entering into this Deed to secure minor amendments to the Existing Agreement.
- G. The Mortgagee as mortgagee under a legal charge against title number NGL732336 and dated 22 December 2015 has agreed to enter into this Deed for the purpose only of recording its consent to this Deed becoming binding upon the Property on the terms hereinafter appearing.
- H. The Leaseholder shall hereinafter be called "the Owner".

NOW IT IS HEREBY AGREED and WITNESSED as follows:

1 LEGAL EFFECT AND INTERPRETATION

- 1.1 This Deed is made in pursuance of Section 106A of the Act.
- 1.2 The planning obligations in the Existing Agreement as modified by this Deed shall be enforceable by the Council against the Owner as provided therein 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.
- 1.3 Save as expressly stated otherwise all words and expressions used in this Deed shall have the same meaning as in the Existing Agreement.

1.4 For the purposes of this Deed the following words and expressions shall have the meanings assigned unless the context states otherwise:

Annex 1 the annex numbered "Annex 1" attached to this Deed

this Deed this deed of variation to the Existing Agreement made pursuant to Section 106A of the Act

Existing Agreement the agreement dated 30 March 2015 between Royal Mail Group Limited, New Oxford Street Limited, Deutsche Bank AG London and the Council entered into pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980 and other relevant powers

Existing Planning Permission the planning permission granted by the Council for development at the Property by a notice dated 30 March 2015 and having the reference number 2014/5946/P

Non-Material Amendment a decision under section 96A of the Act having reference number 2016/0713/P in a form substantially similar to that at Annex 1 to this Deed amending the Existing Planning Permission to permit alterations to building façades and corner design treatment and alterations to basement and ground floor layouts as shown on drawing numbers

12141_PL_(00)_200	P06,
12141_PL_(00)_202	P06,
12141_PL_(00)_203	P06,
12141_PL_(00)_204	P05,

12141_PL_(00)_205	P05,
12141_PL_(00)_206	P05,
12141_PL_(00)_207	P05,
12141_PL_(00)_208	P05,
12141_PL_(00)_209	P06,
12141_PL_(00)_210	P06,
12141_PL_(00)_211	P05,
12141_PL_(00)_212	P05,
12141_PL_(00)_213	P05,
12141_PL_(00)_214	P05,
12141_PL_(00)_215	P05,
12141_PL_(00)_216	P03,
12141_PL_(00)_300	P05,
12141_PL_(00)_301	P06,
12141_PL_(00)_302	P06,
12141_PL_(00)_303	P05

Parties

Royal Mail Group Limited, New Oxford Street Limited, Deutsche Pfandbriefbank AG and the Council being the parties to this Deed and shall include their successors in title, transferees and assigns

2 VARIATION OF THE EXISTING AGREEMENT

With effect from the date of this Deed and the Council issuing a notice granting the Non-Material Amendment, the Existing Agreement shall be varied as follows:

2.1 the definition at clause 2.4 shall be **varied** to the following:

"Affordable Housing Contribution" the sum of £1,290,150 (one million two hundred and ninety thousand one hundred and fifty 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 towards the provision of Affordable Housing in the London Borough of Camden

2.2 the definition at clause 2.8 shall be **varied** to the following:

"the Certificate of Practical Completion"

the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed to Shell and Core

2.3 the definition at clause 2.12 (Construction Management Plan") shall be **varied** so that the sub-clauses are numbered (i) to (viii) inclusive

2.4 the definition at clause 2.16 shall be **varied** to the following:

"the Crossrail Contribution"

the sum of £3,281,200 (three million two hundred and eighty one thousand and two hundred pounds) to be paid by the Owner to the Council (acting as collecting authority for the Mayor of London) in accordance with the terms of this Agreement and in the event of receipt to be paid by the Council to the Mayor of London

2.5 the definition at clause 2.18 shall be **varied** to the following:

"the Development"

remodelling, refurbishment and extension of existing former postal sorting office (Sui-generis use), including formation of new public roof terrace, private terraces, wintergardens, roof top plant and new entrances in connection with the change of use of the building to offices (Class B1), retail/restaurant/doctors' surgery uses (Classes A1/A3/D1) and 21 affordable housing units (Class C3), along with associated highway, landscaping, and public realm improvement works as shown on drawings Acoustic Report

(RP/230602/004); Air Quality Assessment (RP/230602/004); Construction Management Plan (RP/230602/004); Energy Statement (RP/230602/001); Flood Risk Assessment (RP/230602/006); Housing Study (September 2014); Townscape and Visual Impact Assessment (September 2014); Town Planning Statement (LJW/ANE/HBR/J6936); Transport Assessment (RP/230602/007); Landscape Statement (September 2014); London Housing Design Guide Audit (September 2014); Statement of Community Involvement (September 2014); Sustainability Statement (RP/230602/004); Design and Access Statement (September 2014); Daylight and Sunlight Statement (September 2014); Financial viability assessment (September 2014); Design and Access Statement - Addendum (December 2014); Daylight and Sunlight - Addendum (December 2014); Landscape Statement - Addendum (December 2014); Transport Assessment Addendum (December 2014); Townscape and Visual Impact Assessment Addendum (December 2014); Pedestrian Impact Assessment by Space Syntax (December 2014); View studies -St Georges Church (January 2015)

12141_PL_(00)_000	P04,
12141_PL_(00)_049	P04, 12141_PL_(00)_050
P04,	12141_PL_(00)_100
P03,	12141_PL_(00)_101
P03,	12141_PL_(00)_102
P03,	12141_PL_(00)_103
P03,	12141_PL_(00)_104
P03,	12141_PL_(00)_105
P03,	12141_PL_(00)_106
P03,	12141_PL_(00)_107
P03,	12141_PL_(00)_108
P03,	12141_PL_(00)_109
P03,	12141_PL_(00)_110
P03,	12141_PL_(00)_111

P03, 12141_PL_(00)_112 P03,
 12141_PL_(00)_113 P03, 12141_PL_(00)_114
 P03, 12141_PL_(00)_130 P03,
 12141_PL_(00)_150 P03, 12141_PL_(00)_151
 P03, 12141_PL_(00)_152 P03,
 12141_PL_(00)_153 P03, 12141_PL_(00)_199
 P03, 12141_PL_(00)_200 P05,
 12141_PL_(00)_202 P05, 12141_PL_(00)_203
 P05, 12141_PL_(00)_204 P04,
 12141_PL_(00)_205 P04, 12141_PL_(00)_206
 P04, 12141_PL_(00)_207 P04,
 12141_PL_(00)_208 P04, 12141_PL_(00)_209
 P05, 12141_PL_(00)_210 P05,
 12141_PL_(00)_211 P04, 12141_PL_(00)_212
 P04, 12141_PL_(00)_213 P04,
 12141_PL_(00)_214 P04, 12141_PL_(00)_215
 P04, 12141_PL_(00)_216 P02,
 12141_PL_(00)_220 P04, 12141_PL_(00)_251
 P03, 12141_PL_(00)_300 P04,
 12141_PL_(00)_301 P05, 12141_PL_(00)_302
 P05, 12141_PL_(00)_303 P04,
 12141_PL_(00)_310 P04, 12141_PL_(00)_311
 P05, 12141_PL_(00)_312 P05,
 12141_PL_(00)_313 P04, 12141_PL_(00)_400
 P04, 1241_PL_(00)_401_02, SK-00-555, SK-00-
 556 as varied by the Non-Material Amendment

2.6 the definition at clause 2.38 shall be **varied** to the following:

"the Museum Street North
 Improvements Contribution"

the sum of £609,000 (six hundred and nine
 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 only towards the provision of
 the Museum Street North Improvements

2.7 the definition at clause 2.41 shall be **varied** to the following:

“Occupation Date” the first date when any part of the Development is occupied and the phrases “Occupy” “Occupied” and “Occupation” shall be construed accordingly but for the avoidance of doubt occupation shall not include persons carrying out fitting out or marketing

2.8 the following definition shall be **added** to the Existing Agreement:

“2.75 “Non-Material Amendment” the decision under section 96A of the Act having reference number 2016/0713/P in a form substantially similar to that at Annex 1 to this Deed amending the Planning Permission to permit alterations to building façades and corner design treatment and alterations to basement and ground floor layouts as shown on drawing numbers 12141_PL_(00)_200 Rev. P06;
12141_PL_(00)_202 Rev. P06;
12141_PL_(00)_203 Rev. P06;
12141_PL_(00)_204 Rev. P05;
12141_PL_(00)_205 Rev. P05;
12141_PL_(00)_206 Rev. P05;
12141_PL_(00)_207 Rev. P05;
12141_PL_(00)_208 Rev. P05;
12141_PL_(00)_209 Rev. P06;
12141_PL_(00)_210 Rev. P06;
12141_PL_(00)_211 Rev. P05;
12141_PL_(00)_212 Rev. P05;
12141_PL_(00)_213 Rev. P06;
12141_PL_(00)_214 Rev. P06;
12141_PL_(00)_215 Rev. P06;
12141_PL_(00)_216 Rev. P03;
12141_PL_(00)_300 Rev. P06;

12141_PL_(00)_301 Rev. P07;
12141_PL_(00)_302 Rev. P07;
12141_PL_(00)_303 Rev. P06; and
12141_PL_(00)_400 Rev. P05"

2.9 the definition at clause 2.63 shall be **varied** to the following:

"Shell and Core" building out of the Development to the shell and core stages and the term "shell and core" shall have the same meaning in this Agreement as under "Option 2" of Appendix D to the document "BREEAM UK New Construction non-domestic buildings technical manual 2014" dated 23rd August 2016

2.10 the draft non-material amendment reference 2016/0713/P at Annex 1 to this Deed shall be treated as annexed to the Existing Agreement in addition to the existing annexures.

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

3 **MORTGAGEE CONSENT**

The Mortgagee hereby consents to the completion of this Deed and its registration at the Land Registry in any register of title comprising the Property and for the avoidance of doubt the Mortgagee, any subsequent mortgagee or chargee from time to time or a receiver or agent appointed to act on its behalf as the case may be of the whole or part of the Property shall incur no liability to perform any of the covenants or obligations under this Deed unless and until it becomes a successor in title to the Owner or mortgagee in possession in which case it too shall be bound by such covenants or obligations as if it were a person deriving title from the Owner and all other parties to this Deed acknowledge the same.

4 **MISCELLANEOUS PROVISIONS**

4.1 This Deed shall be registered as a Local Land Charge.

- 4.2 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 Deed 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 Deed in the Charges Register of the title to the Property.
- 4.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Deed on or prior to the date of completion of this Deed.
- 4.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply this Deed.
- 4.5 This Deed is governed by and shall be interpreted in accordance with the laws of England.

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

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



R. Alexander
.....
Authorised Signatory

EXECUTED as a deed by the)
affixing of the common seal of)
ROYAL MAIL GROUP LIMITED)



In the presence of: Mohammed Farooq Khushi)
MFKhushi RmG3732)
.....)
A person authorised by Royal Mail)
Group Limited to act for that purpose)

SIGNED as a deed on behalf of)
NEW OXFORD STREET LIMITED)
a company incorporated in Guernsey)
by *Rob Jones*)
.....)
and *Luke Jager*)
.....)
being persons who, in accordance)
the laws of the territory, are acting)
under the authority of the company)

[Signature]
[Signature]
For and on behalf of
Aztec Financial Services (Guernsey) Limited
As Secretary

SIGNED as a deed on behalf of)
DEUTSCHE PFANDBRIEFBANK AG)
a company incorporated in the)
Federal Republic of Germany)
by MICHAEL MURNANE)
.....)
and James Bucke)
.....)
being persons who, in accordance)
the laws of the territory, are acting)
under the authority of the company)

[Signature]
[Signature]

ANNEX 1

draft Non Material Amendment ref. 2016/0713/P

Mr. Will Rimell
Gerald Eve LLP
72 Welbeck Street
London
W1G 0AY

Application Ref: **2016/0713/P**
Please ask for: **Michael Cassidy**
Telephone: 020 7974 **5666**

14 December 2016

Dear Sir/Madam

DRAFT
DECISION

Town and Country Planning Act 1990 (as amended)

Grant of Non Material Amendments to planning permission

Address:

**21-31 New Oxford Street
London
WC1A 1BA**

DECISION

Proposal: Non-material amendments to planning permission 2014/5946/P dated 30/03/15 for "Remodelling, refurbishment and extension of existing former postal sorting office (Sui-generis use), including formation of a new public roof terrace, private terraces, wintergardens, roof top plant and new entrances in connection with the change of use of the building to offices (Class B1), retail/restaurant/doctors' surgery uses (Classes A1/A3/D1) and 21 affordable housing units (Class C3), along with associated highway, landscaping, and public realm improvement works." Amendments include alterations to building facades and corner design treatment and alterations to basement and ground floor layouts.

Drawing Nos: Drawing Nos: Replacement

12141_PL_(00)_200 Rev. P06; 12141_PL_(00)_202 Rev. P06; 12141_PL_(00)_203 Rev. P06; 12141_PL_(00)_204 Rev. P05; 12141_PL_(00)_205 Rev. P05; 12141_PL_(00)_206 Rev. P05; 12141_PL_(00)_207 Rev. P05; 12141_PL_(00)_208 Rev. P05; 12141_PL_(00)_209 Rev. P06; 12141_PL_(00)_210 Rev. P06; 12141_PL_(00)_211 Rev. P05; 12141_PL_(00)_212 Rev. P05; 12141_PL_(00)_213 Rev. P06; 12141_PL_(00)_214 Rev. P06; 12141_PL_(00)_215 Rev. P06;

Executive Director Supporting Communities



12141_PL_(00)_216 Rev. P03; 12141_PL_(00)_300 Rev. P06; 12141_PL_(00)_301 Rev. P07; 12141_PL_(00)_302 Rev. P07; 12141_PL_(00)_303 Rev. P06; and 12141_PL_(00)_400 Rev. P05.

Drawing Nos: Superseded

12141_PL_(00)_200 Rev. P05; 12141_PL_(00)_202 Rev. P05; 12141_PL_(00)_203 Rev. P05; 12141_PL_(00)_204 Rev. P04; 12141_PL_(00)_205 Rev. P04; 12141_PL_(00)_206 Rev. P04; 12141_PL_(00)_207 Rev. P04; 12141_PL_(00)_208 Rev. P04; 12141_PL_(00)_209 Rev. P05; 12141_PL_(00)_210 Rev. P05; 12141_PL_(00)_211 Rev. P04; 12141_PL_(00)_212 Rev. P04; 12141_PL_(00)_213 Rev. P04; 12141_PL_(00)_214 Rev. P04; 12141_PL_(00)_215 Rev. P04; 12141_PL_(00)_216 Rev. P02; 12141_PL_(00)_300 Rev. P04; 12141_PL_(00)_301 Rev. P05; 12141_PL_(00)_302 Rev. P05; 12141_PL_(00)_303 Rev. P04; and 12141_PL_(00)_400 Rev. P04.

The Council has considered your application and decided to grant permission subject to the following conditions:

Conditions and Reasons:

- 1 This would involve replacing Condition 2 of the planning permission granted on 30/03/2016 under reference number 2014/5946/P with the following condition:

REPLACEMENT CONDITION 2

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

Drawing Nos:

12141_PL_(00)_000 P04, 12141_PL_(00)_049 P04, 12141_PL_(00)_050 P04, 12141_PL_(00)_100 P03, 12141_PL_(00)_101 P03, 12141_PL_(00)_102 P03, 12141_PL_(00)_103 P03, 12141_PL_(00)_104 P03, 12141_PL_(00)_105 P03, 12141_PL_(00)_106 P03, 12141_PL_(00)_107 P03, 12141_PL_(00)_108 P03, 12141_PL_(00)_109 P03, 12141_PL_(00)_110 P03, 12141_PL_(00)_111 P03, 12141_PL_(00)_112 P03, 12141_PL_(00)_113 P03, 12141_PL_(00)_114 P03, 12141_PL_(00)_130 P03, 12141_PL_(00)_150 P03, 12141_PL_(00)_151 P03, 12141_PL_(00)_152 P03, 12141_PL_(00)_153 P03, 12141_PL_(00)_199 P03, 12141_PL_(00)_200 P06, 12141_PL_(00)_202 P06, 12141_PL_(00)_203 P06, 12141_PL_(00)_204 P05, 12141_PL_(00)_205 P05, 12141_PL_(00)_206 P05, 12141_PL_(00)_207 P05, 12141_PL_(00)_208 P05, 12141_PL_(00)_209 P06, 12141_PL_(00)_210 P06, 12141_PL_(00)_211 P05, 12141_PL_(00)_212 P05, 12141_PL_(00)_213 P06, 12141_PL_(00)_214 P06, 12141_PL_(00)_215 P06, 12141_PL_(00)_216 P03, 12141_PL_(00)_220 P04, 12141_PL_(00)_251 P03, 12141_PL_(00)_300 P06, 12141_PL_(00)_301 P07, 12141_PL_(00)_302 P07, 12141_PL_(00)_303 P06, 12141_PL_(00)_310 P04, 12141_PL_(00)_311 P05, 12141_PL_(00)_312 P05, 12141_PL_(00)_313 P04, 12141_PL_(00)_400 P05, 1241_PL_(00)_401_02, SK-00-555, SK-00-556; Acoustic Report (RP/230602/004);

Air Quality Assessment (RP/230602/004); Construction Management Plan (RP/230602/004); Energy Statement (RP/230602/001); Flood Risk Assessment (RP/230602/006); Housing Study (September 2014); Townscape and Visual Impact Assessment (September 2014); Town Planning Statement (LJW/ANE/HBR/J6936); Transport Assessment (RP/230602/007); Landscape Statement (September 2014); London Housing Design Guide Audit (September 2014); Statement of Community Involvement (September 2014); Sustainability Statement (RP/230602/004); Design and Access Statement (September 2014); Daylight and Sunlight Statement (September 2014); Financial viability assessment (September 2014); Design and Access Statement - Addendum (December 2014); Daylight and Sunlight - Addendum (December 2014); Landscape Statement - Addendum (December 2014); Transport Assessment Addendum (December 2014); Townscape and Visual Impact Assessment Addendum (December 2014); Pedestrian Impact Assessment by Space Syntax (December 2014); View studies - St Georges Church (January 2015).

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

- 2 You are advised that this decision relates only to the changes set out in the description and on the application form and shall only be read in the context of the substantive permission granted on 30/03/2015 under reference number 2014/5946/P and is bound by all the conditions and obligations (as amended by this application) attached to that permission.

The Council has considered your application and confirms that the proposals are acceptable as non-material amendments to the planning permission set out above.

Informatives:

- 1 Condition 2 of the planning permission granted on 30/03/2015 under reference number 2014/5946/P outlines the approved drawings that the development permitted should be carried out in accordance with. The approved drawings have recently been amended under application 2016/2130/P granted on 19/09/2016.

This application seeks further amendments to the approved plans, superseding a number of drawings set out in Condition 2. The amendments proposed include changes to the New Oxford Street and High Holborn corners, the facades of the proposed building and the basement and ground floor layouts and cores.

The façade and corner amendments proposed include the following:

- The New Oxford Street corner angle is to be adjusted to ensure that the upper floor level corner returns are equalised to create a more coherent relationship between the corner and the upper floors;
- The High Holborn corner is to be narrowed to match the width of the New Oxford Street corner and the upper floor is to be narrowed to match the corners to the east to provide greater symmetry;
- The refinement of the corners has resulted in the provision of an additional 93sqm GEA of office floorspace;
- The dormer windows on the New Oxford Street elevations are to be narrowed

to reveal more of the sky between each dormer. The widths are to be narrowed to match the dormers on Museum Street and High Holborn creating a more uniform top to the building; and

- The upper floors along Museum Street are to be straightened. The upper floors are to provide a more formal top to the building by giving all facades the same geometry. It should be noted that the lower floors are to remain concave.

The basement and ground floor layout amendments proposed include the following:

- The core layout is to be refined;
- The cycle store is to be relocated to sit under the main office lobby;
- An additional goods lift for the service yard;
- An additional goods lift for the retail uses;
- Royal Mail Group Access relocated;
- Cycle entrance relocated from New Oxford Street to Museum Street;
- Entrance lobby refined;
- Residential core refined;
- Public terrace core refined; and
- Substation layout amended to suit requirements of utilities provider.

The amendments proposed do not alter the development significantly from what was described within planning permission 2014/5946/P and do not conflict with any conditions of the permission. Furthermore, the amendments do not change the use nor do they introduce a new use within the development. The proposed buildings overall height would not increase as a result of these proposed amendments.

Whilst an additional 93sqm GEA of office floorspace is proposed as a result of the façade and corner amendments, in relation to the scale of the proposed building, this amendment to the proposed floorspace is considered to be insignificant.

The proposed amendments would not result in any increase to the overall bulk and massing that would raise amenity or townscape impacts. The alterations proposed would not increase the impact of the development on neighbouring occupiers by way of overlooking, loss of light, sense of enclosure or noise.

No objection has been raised by the Council's Design Section to the proposed changes. The sites planning history has been taken into account when coming to this decision. The details submitted have been assessed in relation to the approved scheme, the site and its surroundings. The full impact of the proposed development has already been assessed by virtue of the previous approval granted on 30/03/2015 under reference number 2014/5946/P. In the context of the permitted scheme, it is considered that the proposed amendments are minor and constitute a non-material amendment to the development. The amendments raise no land use issues, significant townscape, amenity, transport or environmental impacts.

- 2 You are advised that this decision relates only to the changes set out in the description and on the application form and shall only be read in the context of the substantive permission granted on 30/03/2015 under reference number 2014/5946/P and is bound by all the conditions and obligations (as amended by

this application) attached to that permission.

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

Executive Director Supporting Communities

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

DRAFT

DECISION

