

DATED

2017

(1) NARROWPACK 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

11 Blackburn Road  
London  
NW6 1RZ

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

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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/1798.12 (final)

THIS AGREEMENT is made the                      day of                      2017

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

1.     **NARROWPACK LIMITED** (registered under company number 00601195) whose registered office is at 49 Welbeck Street, London, W1G 9XN (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

**WHEREAS**

- 1.1    The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number 384856.
  
- 1.2    The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
  
- 1.3    The Planning Application for the Development of the Property was submitted to the Council and validated on 4<sup>th</sup> June 2015 and the Council resolved to grant permission conditionally under reference number 2015/3148/P subject to conclusion of this legal Agreement.
  
- 1.4    The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
  
- 1.5    For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 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 "Affordable Housing" low-cost housing including social rented housing, affordable rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Contribution" the sum of £296,005 (two hundred and ninety-six thousand and five 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
- 2.4 "this Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.5 "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
- 2.6 "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 annexed hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to the 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) monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction and ameliorating those effects to the extent that they arise from the construction of the Development;
- (iii) measures to ameliorate and monitor construction traffic attributable to the construction of the Development 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);

- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) 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

2.7 “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

2.8 “the Construction Phase”

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.9 “the Contributions”

together the Construction Management Plan Implementation Support Contribution and the Employment and Training Contribution and the Affordable Housing Contribution

- 2.10 "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
- 2.11 "the Development" demolition of existing single storey office building (Class B1) and replacement with 6 x two-bed houses (Class C3) (part 3/part 4 storey); refurbishment of Victorian warehouse (Class B1) and landscaping and associated works as shown on drawing numbers 1001D, 1002D, 1003D, 1101D, 1102D, 1103D, 1201D, 1301D, 00 2101 H, 01 2102 H, 02 2103 H, 03 2104 H, RF 2105 H, 2201 H, 2202 J, 2203 H, 2204 H, 2301 J pursuant to the Planning Permission
- 2.12 "the Employment and Training Contribution" the sum of £54,212 (fifty-four thousand two hundred and twelve pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards employment and training needs in the London Borough of Camden
- 2.13 "the Existing Buildings" the single-storey office building at the Property at the date hereof
- 2.14 "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

- 2.15 "Occupation Date" the first date when any part of the Development is occupied for purposes authorised by the Planning Permission (excluding occupation for the purpose of marketing, security operations or fitting out) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.16 "the Parties" the Council and the Owner
- 2.17 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 4<sup>th</sup> June 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3148/P subject to conclusion of this Agreement
- 2.18 "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
- 2.19 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto
- 2.20 "the Property" the land known as 11 Blackburn Road, London, NW6 1RZ the same as shown edged red on the plan at the Third Schedule annexed hereto
- 2.21 "Residents Parking Bay" 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

- 2.22 "Residents Parking Permit" 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

**NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and Section 111 of the Local Government Act 1972 and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of Clauses 1, 2, 3, 5, 6, 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 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 If at any time after the date of this Agreement:-

- (a) any planning permission is granted for the further development of the Property which gives consent for the development of additional residential units or additional floorspace for residential purposes ;
- (b) any additional floorspace is created on or at the Property for residential purposes; and/or
- (c) any additional residential units are created within the Property

which together with the units permitted by the Planning Permission would exceed the Council's minimum requirement for a contribution to the supply of Affordable Housing as set out in the Council's "Camden Development Policies (adopted November 2010)" or successor document(s) the Owner shall enter into a legal agreement under Section 106 of the Act with the Council to secure that an appropriate percentage of the residential units created under this sub-clause 4.1.1 (a) - (c) inclusive are provided as Affordable Housing (which may be as on-site contribution or off-site contribution or financial contribution or a combination thereof) such percentage to be calculated by reference to the aggregate total of the residential floorspace created under sub-clause 4.1.1 (a) - (c) together with the residential units permitted by the Planning Permission.

- 4.1.2 In calculating the percentage of any Affordable Housing required pursuant to Clause 4.1.1, an allowance will be made for the Affordable Housing Contribution payable under this Agreement and its equivalent floorspace provision of Affordable Housing.

4.1.3 Not to Occupy or allow Occupation of any of the additional residential floorspace created under sub-clause 4.1.1 (a) – (c) inclusive of this Agreement until such time as the additional residential floorspace has been provided as Affordable Housing (which may be as on-site contribution or off-site contribution or financial contribution or a combination thereof) in accordance with the terms of the relevant Section 106 agreement).

## 4.2 **CAR FREE**

4.2.1 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;
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 of this Agreement.

#### **4.3 CONSTRUCTION MANAGEMENT PLAN**

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.3 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.
- 4.3.4 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.

#### **4.4 CONTRIBUTIONS**

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Contributions in full.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Contributions in full.

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 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 planning reference 2015/3148/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 pursuant to Clause 4 (Obligations of the Owner) to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the

names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2015/3148/P.

5.7 Payment of any financial contribution pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the planning application reference 2015/3148/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

X

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2015/3148/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 nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 Where the approval or consent of the Council is required under this Agreement that consent or approval shall not be unreasonably withheld or delayed.
- 6.10 Subject to Clause 4.1, nothing in this Agreement shall prevent the Property being developed in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

8. **JURISDICTION**

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

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

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

**Director Name: (CAPITALS)** ) .....

**Director Signature:** ) .....

**Director/Secretary Name (CAPITALS)** ) .....

**Director/Secretary Signature:** ) .....

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

.....

**Authorised Signatory**



## THE FIRST SCHEDULE

### **Pro Forma Construction Management Plan**

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

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

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

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

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

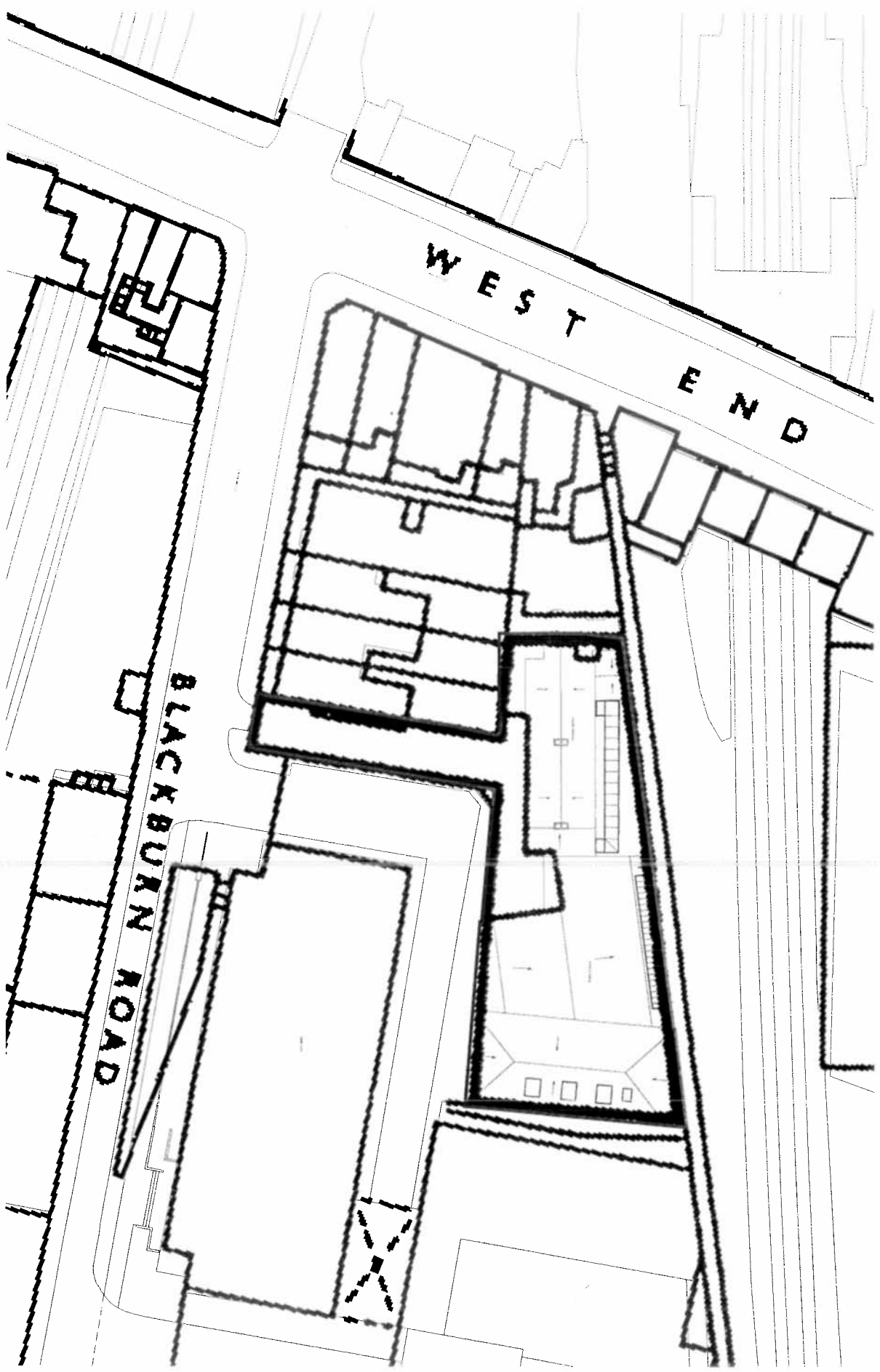
**THE SECOND SCHEDULE**

**DRAFT PLANNING PERMISSION**

**THE THIRD SCHEDULE**

**PLAN OF THE PROPERTY**



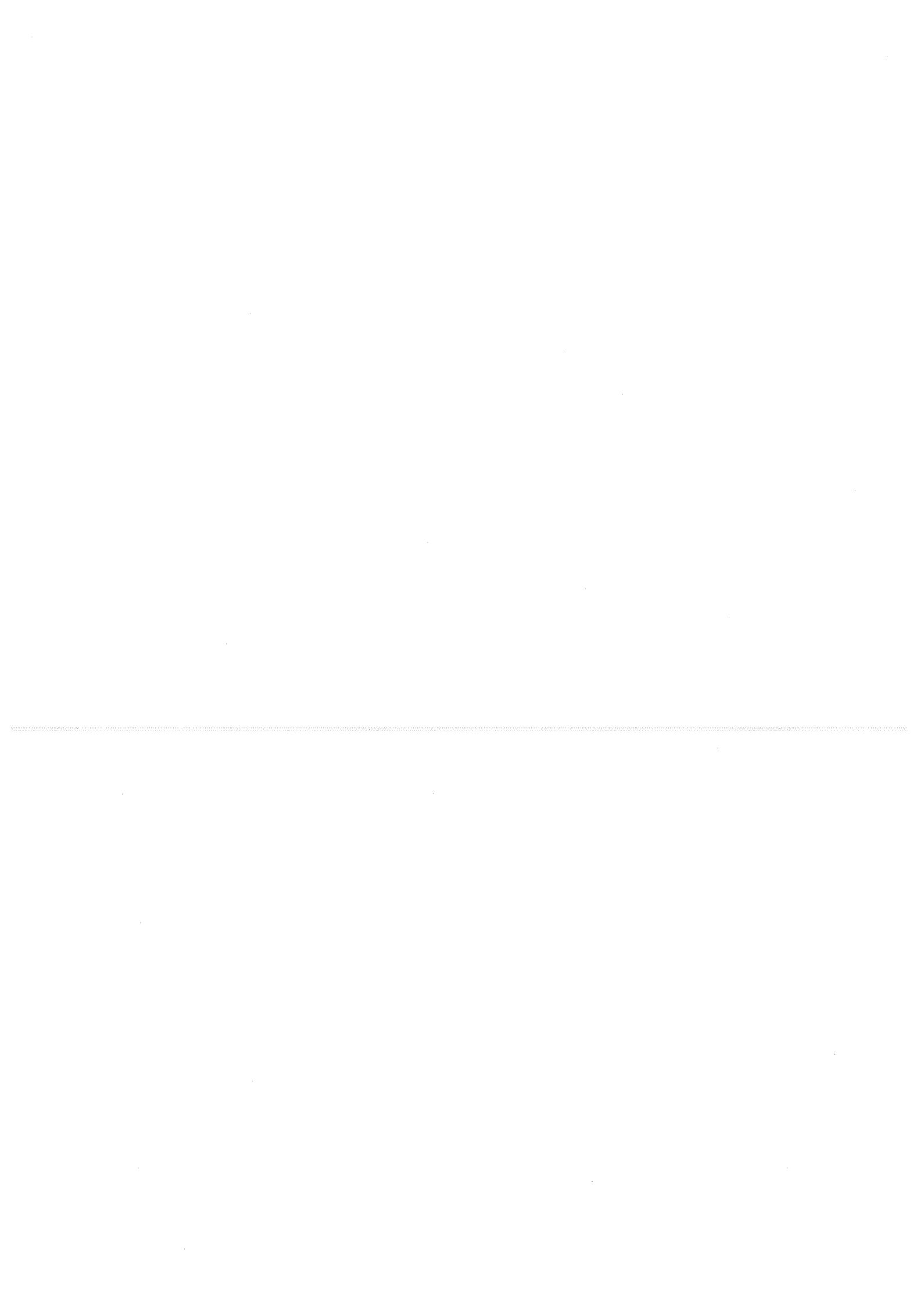


SYMBOL	DESCRIPTION
[Symbol]	EXISTING BUILDING
[Symbol]	PROPOSED BUILDING
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	PROPOSED PARKING
[Symbol]	PROPOSED LANDSCAPING
[Symbol]	PROPOSED STAIRS
[Symbol]	PROPOSED RAMP
[Symbol]	PROPOSED FENCE
[Symbol]	PROPOSED WALL
[Symbol]	PROPOSED CURB
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	PROPOSED PARKING
[Symbol]	PROPOSED LANDSCAPING
[Symbol]	PROPOSED STAIRS
[Symbol]	PROPOSED RAMP
[Symbol]	PROPOSED FENCE
[Symbol]	PROPOSED WALL
[Symbol]	PROPOSED CURB



Existing Site Plan

**harden cherry/lee architects**  
 Black Burn Road  
 General Arrangement  
 Existing Site Plan  
 CLW CLW BL 24/03/2018  
 Planning App  
 17/03/2018  
 1002



David Whittington  
SavillsApplication Ref: **2015/3148/P**

13 April 2017

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:  
**11 Blackburn Road**  
**London**  
**NW6 1RZ****DECISION**  
Proposal:  
Demolition of existing single storey office building (Class B1) and replacement with 6 x two-bed houses (Class C3) (part 3/part 4 storey); refurbishment of Victorian warehouse (Class B1) and landscaping and associated works.  
Drawing Nos: Plans - 1001D, 1002D, 1003D, 1101D, 1102D, 1103D, 1201D, 1301D, 00 2101 H, 01 2102 H, 02 2103 H, 03 2104 H, RF 2105 H, 2201 H, 2202 J, 2203 H, 2204 H, 2301 J.

Documents - Construction Management Plan Pro-forma (draft issue) prepared by Horden Cherry Lee, Sustainability Statement prepared by Icen Projects (April 2015), Energy Statement prepared by Icen Projects (April 2015), Planning Statement prepared by Icen Projects (May 2015), Air Quality Assessment prepared by ENVIRON (April 2015), Noise and Vibration Report prepared by KP Acoustics (10 March 2015), Transport Statement prepared by ttp consulting (April 2015), Design and Access Statement prepared by Narrowpack/Iceni/Horden Cherry Lee (May 2015), Geotechnical &amp; Environmental desk Study prepared by Soils Limited (March 2015),

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:

Plans - 1001D, 1002D, 1003D, 1101D, 1102D, 1103D, 1201D, 1301D, 00 2101 H, 01 2102 H, 02 2103 H, 03 2104 H, RF 2105 H, 2201 H, 2202 J, 2203 H, 2204 H, 2301 J.

Documents - Construction Management Plan Pro-forma (draft issue) prepared by Horden Cherry Lee, Sustainability Statement prepared by Icen Projects (April 2015), Energy Statement prepared by Icen Projects (April 2015), Planning Statement prepared by Icen Projects (May 2015), Air Quality Assessment prepared by ENVIRON (April 2015), Noise and Vibration Report prepared by KP Acoustics (10 March 2015), Transport Statement prepared by ttp consulting (April 2015), Design and Access Statement prepared by Narrowpack/Icen/Horden Cherry Lee (May 2015), Geotechnical & Environmental desk Study prepared by Soils Limited (March 2015).

Reason:

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

- 3 Detailed drawings/samples - Victorian warehouse building

Detailed drawings, or samples of materials as appropriate of all new facing materials 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) Plan, elevation and section drawings, including jambs, head and cill, of all external windows and doors at a scale of 1:10.

b) Samples and manufacturer's details at a scale of 1:10, of all facing materials including windows and door frames, glazing, and brickwork with a full scale sample panel of brickwork, spandrel panel and glazing elements of no less than 1m by 1m including junction window opening demonstrating the proposed colour, texture, face-bond and pointing.



A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

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

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

#### 4 Detailed drawings/samples - new building

Detailed drawings, or samples of materials as appropriate of all facing materials, 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) Plan, elevation and section drawings, including jambs, head and cill, of all external windows and doors at a scale of 1:10.

b) Samples and manufacturer's details at a scale of 1:10, of all facing materials including windows and door frames, glazing, and brickwork with a full scale sample panel of brickwork, spandrel panel and glazing elements of no less than 1m by 1m including junction window opening demonstrating the proposed colour, texture, face-bond and pointing.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

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

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

#### 5 External fixtures

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 Council.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London

Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

6 Refuse and recycling

Prior to first occupation of the residential units, the refuse and recycling storage areas shall be completed and made available for occupants.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours 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.

7 Roof terraces

No flat roofs within the development shall be used as terraces without the prior express approval in writing of the Local Planning Authority.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours 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.

8 Landscape

No development shall take place until full details of hard and soft landscaping including means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing.

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 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.

9 Non-road mobile machinery

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 IIIA 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.

10 Contaminated land

At least 28 days before development commences:

(a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and

(b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with 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.

11 Stand alone Monitoring Condition

In the event that additional significant contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11), and where mitigation is necessary a scheme of remediation must be designed and implemented to the satisfaction of the local planning authority before any part of the development hereby permitted is occupied.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with 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.

12 Asbestos

A Pre-Demolition Asbestos Survey must be carried out before the refurbishment commences.

The developer must provide an intrusive refurbishment asbestos survey in accordance with HSG264 supported by an appropriate mitigation scheme to control risks to future occupiers. The scheme must be written by a suitably qualified person and shall be submitted to the LPA and must be approved prior to commencement of the development. The scheme as submitted shall demonstrably identify potential sources of asbestos contamination and detail removal or mitigation appropriate for the proposed end use. Detailed working methods are not required but the scheme of mitigation shall be independently verified to the satisfaction of the LPA prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of asbestos arising in connection with the previous industrial/storage use of the site in accordance with 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.

13 Noise

The noise level in rooms at the development hereby approved shall meet the current noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise & vibration.

14 Cycle parking

Prior to first occupation of the residential units, the following bicycle parking shall be provided:

- secure and covered parking for 20 bicycles

All such facilities shall thereafter be retained.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies, the London Plan and CPG7 (Transport).

15 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 596) (England) Order 2015 or any Order revoking and re-enacting that Order, the commercial premises shall not be converted to residential use without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard employment in compliance with the requirements of policy

CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

16 Vehicular Access Management Plan

Prior to occupation of the residential premises, a Vehicular Access Management Plan shall be submitted to and approved by the Council. The site shall be operated in accordance with this plan thereafter.

Reason: To ensure that the scheme is car free in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies, the London Plan and CPG7 (Transport).

- 17 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement (Iceni Projects, 2015). Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and DP22 (Promoting sustainable design and construction).

- 18 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

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

- 19 The development hereby approved shall be constructed in accordance with the approved energy statement (Iceni Projects, April 2015) to achieve a 20% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a 20% reduction in carbon dioxide emissions through renewable technologies. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and DP22 (Promoting sustainable design and construction).

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The 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)

- 4 The following details are missing from the draft CMP and should be submitted to discharge the Section 106 planning obligation for a final CMP:
- Proposed start and end dates for each phase of construction.
  - The proposed working hours within which vehicles will arrive and depart - Question 16 mistakenly says "The agreed delivery times 4.30am - 4.30pm will be rigorously maintained, no vehicles will be accepted unless it can be loaded / unloaded prior to the 4.30pm cut off time." In order to minimise traffic congestion and road safety issues during development works, construction vehicle movements would generally be acceptable between 9.30am and 4.30pm on Monday to Friday and between 8.00am and 1.00pm on Saturdays. However, if there is a school in the vicinity of the site or on the proposed access and/or egress routes, then construction vehicle movements would need to be further restricted to between 9.30am and 3.00pm on Monday to Friday during school term time.
  - Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received.
  - Contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community. Contact details of the principal contractor (e.g. site manager).

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

