

DATED

16 February

2017

(1) BRONDESBURY PARK ERUV COMMITTEE

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  
the 'Brondesbury Eruv'  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962

G:\case files\culture & env\planning\Imm\s106 Agreements (2014/2464/P)  
CLS/COM/LMM/1685.



THIS AGREEMENT is made the 16th day of February 2017

**BETWEEN:**

- i. **BRONDESBURY PARK ERUV COMMITTEE** whose registered address is at 74 Mount Pleasant Road London NW10 3EG(hereinafter called "the Developer") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Developer applied for Planning Permission for the purposes of Section 106 of the Act and which was submitted to the Council and validated on 2 February 2015 and the Council resolved to grant permission conditionally under reference number 2014/2464/P subject to conclusion of this legal Agreement.
- 1.2 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.
- 1.3 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.
- 1.4 For that purpose the Developer 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 1980 Act"	The Highways Act 1980 or any statutory modification replacement or re-enactment thereof
2.2	"the 2004 Act"	The Traffic Management Act 2004 or any statutory modification replacement or re-enactment thereof
2.3	"the 1991 Act"	The New Roads and Street Works Act 1991
2.4	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.5	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.6	"the Community Engagement Plan"	a plan to ensure the Developer educates the local community about the Eruv including by organising public meetings to take place during the five year period following the completion of the Development, such meetings to take place no less than every six months for the first two years of that five year period and no less than once a year for the following three years of that five year period, such meetings to be advertised in the local (Camden area) press at which the background to and details of an Eruv can be fully explained and presented with any questions answered to ensure there is sufficient information should people wish to know about what the Development is and what its purpose is and which will be based on the Design Heritage and Access Statement submitted as part of the Planning Application.



2.7	"the Development"	erection of pairs of poles with clear wire or such other type of wire as may be approved by the Council between the poles at 15 locations across the Borough comprising the Brondesbury 'ERUV' as shown on drawing numbers 870_001, 870-51, 870-01, 870-02A, 870-03, 870-04, 870-20A, 870-21, 870-22, 870-23, 870-24, 870-25A, 870-26A, 870-27A, 870-28A, 870-29, 870-30A and Design, Heritage and Access Statement Rev A
2.8	"Eruv"	an area within which observant Jews can carry or push objects on the Sabbath or other High Holy Days without violating a Jewish law prohibiting carrying or pushing except within the home or other private area
2.9	"the Highways Contribution"	<p>the sum of £15,948.31 (fifteen thousand nine hundred and forty eight pounds thirty one pence) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the acquisition of the Poles carrying out works to the public highway and associated measures in immediate or close vicinity of the Property caused by or consequent to the Development such works to include the following ("the Highways Works"):-</p> <ul style="list-style-type: none"> <li>(i) erecting the Poles and Wires;</li> <li>(ii) repaving and repair works to the Public Highway following the erection of the Poles and Wires;</li> <li>(iii) replacing and maintaining the Poles and Wires; and;</li> <li>(iv) any other works the Council acting</li> </ul>





		<p>reasonably requires as a direct result of the Development</p> <p>all works will be subject to joint supervision by the Developer and to final measure and any level adjustment required 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 <u>excludes any statutory undertakers costs</u></p>
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 Licence Period"	the date from and including the date of this Agreement in perpetuity subject to clause 6.5 and to
2.12	"the Management Plan"	<p>a plan to secure that:</p> <ul style="list-style-type: none"> <li>a) the Developer will be responsible for inspecting the Poles and Wires on a weekly basis;</li> <li>b) the Poles and Wires shall be checked for structural stability annually, from the date the last post is installed and the report submitted to the Council;;</li> <li>c) the Poles shall be maintained by the Council on behalf of the Developer who shall pay the Council based on the rates charged by its contractor plus officers time charged at 11%;</li> <li>d) the Developer is to employ a contractor approved by the Council to undertake maintenance of the Wires to a method</li> </ul>



		<p>of working approved by the Council acting reasonably;</p> <p>e) the Developer's approved contractor shall be responsible for maintaining the Wires;</p> <p>f) the Developer shall inform the Council as soon as reasonably practicable after works to the Poles or Wires have taken place;</p> <p>g) the Developer needs to provide confirmation to the Council that it has public liability insurance of 5 million pounds;</p> <p>h) the Developer shall permit the Council to use the Poles and Wires for the erection of signs should an existing sign be obscured by the erection of the Poles and Wires (or any of them)</p>
2.13	"the Parties"	mean the Council and the Developer
2.14	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 2 February 2015 for which a resolution to grant permission has been passed conditionally under reference number 2014/2464/P subject to conclusion of this Agreement
2.15	"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



2.16	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.17	"the Poles"	the poles comprised within the Development
2.18	"the Property"	the land on which the Poles are to be located, identified in red on the plans annexed hereto for indicative purposes only
2.19	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.20	"Termination Date"	the date that the Licence is terminated in accordance with clause 7.5
2.21	"Termination Notice"	Written notice served by the Council on the Developer to terminate the Licence in accordance with clause 7.5
2.22	"the Wires"	the wires comprised within the Development

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 Developer as provided herein and against 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 and 7 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 Developer 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 DEVELOPER**

The Developer hereby covenants with the Council as follows:-

- 4.1 **HIGHWAYS CONTRIBUTION**
- 4.1.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.1.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.
- 4.1.3 For the avoidance of doubt the Developer acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.1.4 On completion of the Highway Works the Council will provide to the Developer a certificate specifying the sum ("the Certified Sum") reasonably and properly





expended by the Council in carrying out the Highway Works.

4.1.5 If the Certified Sum exceeds the Highway Contribution then the Developer shall within 28 days of the issuing of the said certificate pay to the Council the amount of the excess.

4.1.6 if the Certified Sum is less than the Highways Contribution the Council shall credit such sum to the Developer and it will be taken into account in relation to any other charges or licence fees payable by the Developer within 12 months of the date hereof or will be refunded to the Developer as soon as reasonably practicable after that period

#### 4.2 **COMMUNITY ENGAGEMENT PLAN**

4.2.1 Prior to the Implementation Date the Developer shall submit to the Council for approval the draft Community Engagement Plan.

4.2.2 The Developer shall not Implement or permit Implementation until the Community Engagement Plan has been approved by the Council (as demonstrated by written notice to that effect) such approval not to be unreasonably withheld or delayed.

4.2.3 The Developer shall not carry out the Development or use or retain or permit the use or retention of the Development other than in strict accordance with the Community Engagement Plan as approved and in the event of material non-compliance with this paragraph the Developer shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

#### 4.3 **MANAGEMENT PLAN**

4.3.1 Prior to the Implementation Date the Developer shall submit to the Council for approval the draft Management Plan.

4.3.2 The Developer shall not Implement or permit Implementation until the Management Plan has been approved by the Council (as demonstrated by written notice to that effect) such approval not to be unreasonably withheld or delayed.



4.3.3 The Developer shall not carry out the Development or use or retain or permit the use or retention of the Development other than in strict accordance with the Management Plan as approved and in the event of material non-compliance with this paragraph the Developer shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

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

- 5.1 The Developer 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 21 days following completion of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2014/2464/P the date upon which the Development is ready for Occupation.
- 5.3 The Developer 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 Developer 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 Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Developer 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 reasonably incurred expenses or liability arising to the Council in respect of breach by the Developer 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 Developer 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 save that such payments will not be required in relation to the certificates or notices referred to in clause 4 hereof.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Developer 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 2014/2464/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Developer to the Council sending the full amount via electronic transfer (where practicable). The Developer 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 2014/2464/P. Electronic Transfer be made 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.
- 5.7 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 Developer.
- 5.8 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 AllIRP") 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

$$A = B \frac{Y-X}{X}$$

- 5.9 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 Permission reference number 2014/2464/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 The Developer 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 together with the Council's costs of monitoring the obligations contained in this Agreement, which legal costs and monitoring costs amount together to £3,486 in total.
- 6.3 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.

6.4 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.

6.5 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. LICENCE

7.1 The Council:

(a) in exercise of its powers under Sections 50 (1) and 94 of the 1991 Act (insofar as it is amended by the 2004 Act) and Section 178 of the 1980 Act and all other enabling powers; and

(b) in consideration of the agreement on the part of the Developer and the conditions herein contained or referred to and on the part of the Developer to be observed and performed

Hereby permit the Developer at any time after the date hereof for the Licence Period and subject to the performance and observance by the Developer of the conditions provisions and agreements herein contained or referred and to the provisos:

(a) To retain the Poles and Wires in on or upon the various streets and pavements at the locations within the Development and

(b) To inspect and carry out non-structural maintenance adjustment and repair of the Poles and Wires following their erection (for the avoidance of doubt the



Developer shall not carry out any structural maintenance adjustment or repairs of the Poles or Wires as this shall be carried out by the Highway Authority) and

- (c) To execute any works required for or incidental to the Licence carried out under (a) or (b) of this subclause and subject to the Management Plan

## 7.2 This Licence

(a) is given without prejudice to the provisions of part 3 of the 1991 Act (as amended by Part 4 of the 2004 Act) as to the making of requirements by any relevant authority or apparatus owner (if any) or as to the settlement of a plan and section and the execution of works in accordance with them;

(b) does not dispense the Developer from obtaining any other consent licence or permission which may be required; and

(c) does not authorise the installation of apparatus for the use of which the licence of the Secretary of State is required unless and until that licence has been granted and

(d) is granted subject to any Third Party Rights

- 7.3 The Developer acknowledges that the provision of Schedule 3 to the 1991 Act (as amended by Schedule 1 of the 2004 Act) apply to this Licence insofar as the Poles and Wires are concerned and should the Wires be liable to breakage then the Council shall be at liberty to permit the Developer to use thicker wire to enable the Council to more effectively comply with its duty of care as Highway Authority with respect to the safety of highway users

- 7.4 The Developer shall (and in consideration of the permissions by the Council herein granted hereby agrees with the Council that it the Developer will or shall) procure that during the Licence Period

(a) observes the Management Plan or any variation of it in accordance with the provisions herein and that any works necessary are carried out to the reasonable satisfaction of the Council in accordance with plans drawings specifications method statements and timetables approved by the Council acting reasonably



before any relevant works commence and where necessary with the benefit of and in accordance and compliance with all necessary planning and other permissions consents and approvals affording the Council such facilities as may be reasonably necessary for inspecting the Poles and Wires and to ensure that the terms of this Licence are being and will continue to be complied with and will ensure that the course of any such works the highway is kept free from mud soil and litter and without prejudice to the foregoing obligations will ensure:

- (b) that the Poles and Wires are securely fixed installed erected and maintained in accordance with the Management Plan and with methods acceptable to the Council acting reasonably and
- (c) that the Poles and Wires do not cause or become a nuisance to the owners or occupiers of any premises in the vicinity or members of the public passing along the highway and that if any such nuisance arises the Developer shall notify the Council and shall take any steps the Council reasonably requires to ensure that the nuisance is abated as soon as reasonably practicable at the Developer's cost
- (d) ensure that each Pole is labelled for identification purposes throughout the Licence Period and that such labelling complies at all times and in respects with the Council's reasonable requirements in that regard
- (e) remove the Poles or Wires or such part or parts thereof as the Council shall direct in writing from the Highways if the Council considers that such removal is necessary
  - (i) for the purpose of its exercise of its functions as Highway Authority Traffic Authority or Street Authority for the highway and/or
  - (ii) (in the interests of public safety and in the event of the Council invoking either of the aforementioned provisions the Council shall serve not less than 21 days' written notice on the Developer (which shall include the date of the notice) upon the Licensee requiring such removal **PROVIDED ALWAYS** that in case of urgency or emergency the Developer shall effect such removal within such reasonable period being shorter than 21 days after service of notice on the Developer as the Council shall stipulate and such shall be required to be in writing except in the event of emergency



7.5 The Council may serve a Termination Notice on the Developer if either of the following events occur:


- (a) the Developer commits a material breach of this Licence which is not capable of remedy;
- (b) the Developer commits a material breach of this Licence which is capable of remedy but the Developer fails to remedy the material breach within a reasonable period having been served by the Council with written notice of the material breach requiring remedy of the breach

8. **RIGHTS OF THIRD PARTIES**

8.1 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 Developer has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
BRONDESBURY PARK ERUV COMMITTEE  
in the presence of:

) X  X  
(signature)  
) X RABBI AARON LEVIN X  
(full name)

Director: Please Sign  
→ complete

W .....  
Witness Signature

I  
Witness Name : ROMAN FRENKEL

N  
Address : FLAT 64, 60 VAUXHALL BRIDGE ROAD, LONDON  
SW1V 2RD

E  
Occupation : INVESTMENT MANAGER

S  
S





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

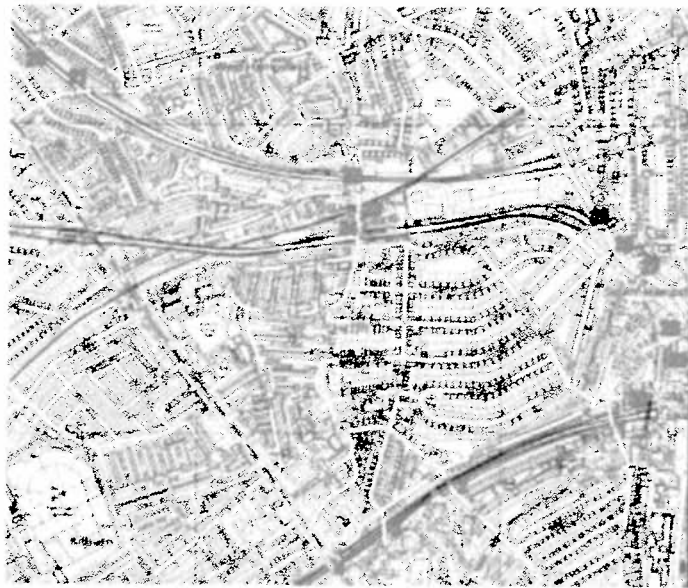
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Authorised Signatory





2014/2464/P  
Various locations NW3 and NW6

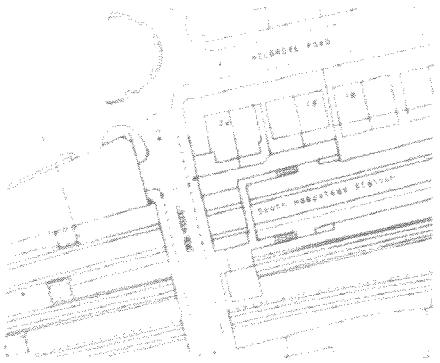


Entire Eruv area, box shows area in  
Camden

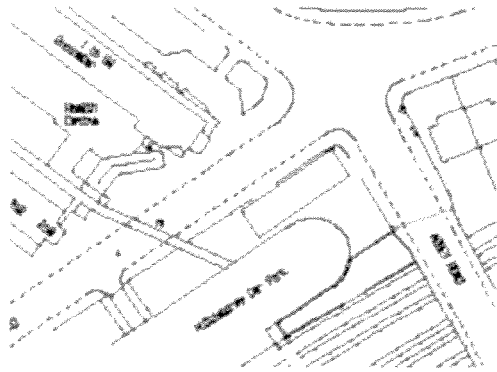


# OS maps for each location

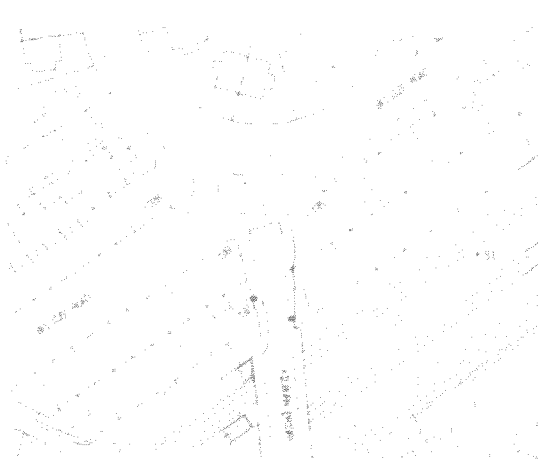
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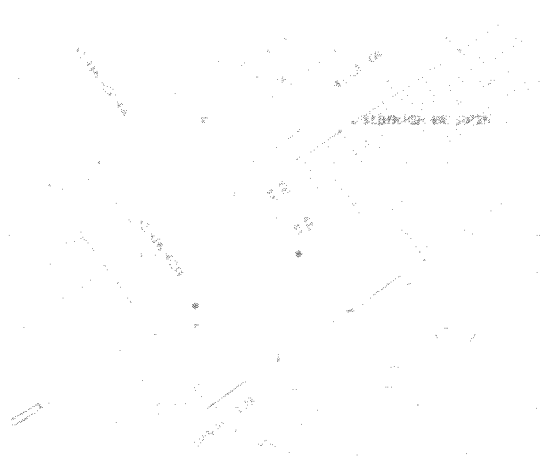
Location 2



Location 3

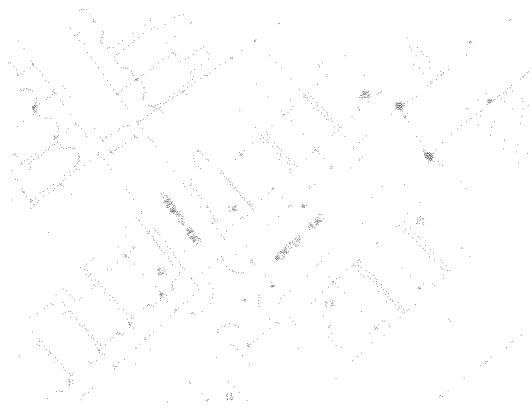


Location 4



# OS maps for each location

Location 20



Location 21



Location 22



Location 23

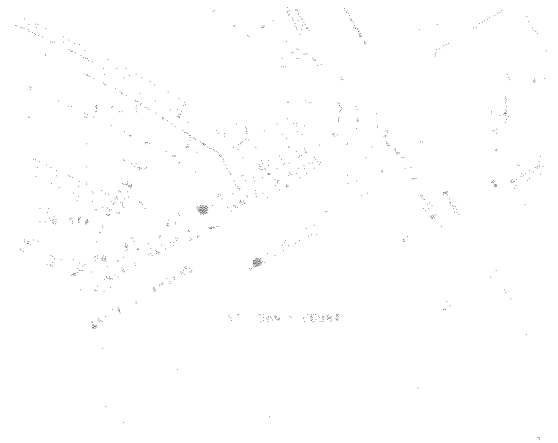


# OS maps for each location

Location 24



Location 25



Location 26



Location 27

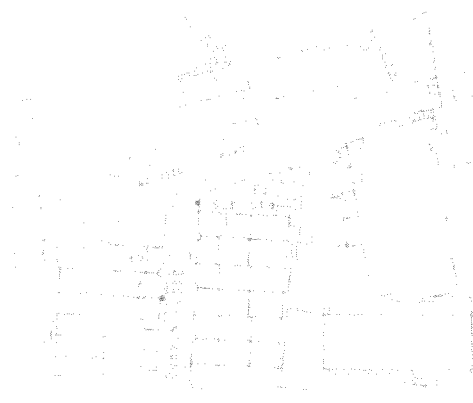


# OS maps for each location

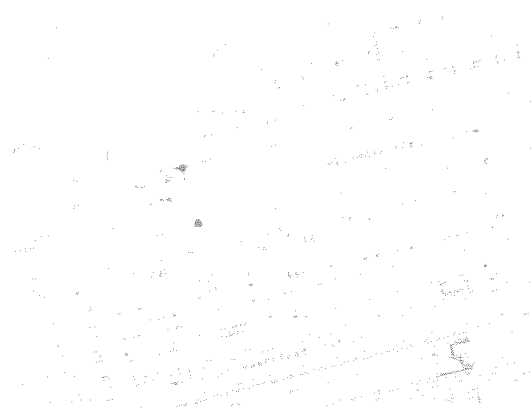
Location 28



Location 29



Location 30







**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Tel 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Rosenfelder Associates  
10-12 Perrin's Court  
London  
NW3 1QS

Application Ref: **2014/2464/P**

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:

**Various locations in NW3 and NW6**

Proposal:

Erection of pairs of poles with clear wire between the poles at 15 locations across the Borough comprising the Brondesbury 'ERUV'.  
Drawing Nos: 870\_001, 870-51, 870-01, 870-02A, 870-03, 870-04, 870-20A, 870-21, 870-22, 870-23, 870-24, 870-25A, 870-26A, 870-27A, 870-28A, 870-29, 870-30A and Design, Heritage and Access Statement Rev A.

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: 870\_001, 870-51, 870-01, 870-02A, 870-03, 870-04, 870-20A, 870-21, 870-22, 870-23, 870-24, 870-25A, 870-26A, 870-27A, 870-28A, 870-29, 870-30A and Design, Heritage and Access Statement Rev A.

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

- 3 Prior to the commencement of any development, details of the colour of each pole shall be submitted to an approved in writing by the Local Planning Authority. The development shall be carried out 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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

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.

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

**DRAFT**

**DECISION**

