

DATED

19 May

2014

(1) SPIRIT PUB COMPANY (MANAGED) LIMITED

and

(2) FIRST URBAN (WH) LIMITED

and

(3) DEUTSCHE TRUSTEE COMPANY LIMITED

and

**(4) 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 RAILWAY HOTEL PUBLIC HOUSE, 100 WEST END LANE,
WEST HAMPSTEAD, LONDON NW6 2LU**

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

CLS/COM/ESA/1685.2423
FINAL

THIS AGREEMENT is made the 19th day of May 2014

BETWEEN:

1. **SPIRIT PUB COMPANY (MANAGED) LIMITED** (Co. Regn. No. 5269240) whose registered office is at Sunrise House, Ninth Avenue, Burton upon Trent, Staffordshire, DE14 3JZ (hereinafter called "the Freeholder") of the first part
2. **FIRST URBAN (WH) LIMITED** (Co. Regn. No. 8007187) whose registered office is at 58-60 Berners Street, London, W1T3JS (hereinafter called an "Interested Party")
3. **DEUTSCHE TRUSTEE COMPANY LIMITED** of Winchester House, 1 Great Winchester Street, London, EC2N 2DB (hereinafter called "the Mortgagee") of the second 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 third part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN251669 subject to a charge to the Mortgagee.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Interested Party is interested in the property for the purposes of section 106 of the Act in respect of the Planning Application in relation to the Development of the Property was made jointly by the Freeholder and the Interested Party, and the Interested Party has the opportunity to obtain a leasehold over the upper parts of the Property.
- 1.4 The Freeholder and the Interested Party shall hereinafter be jointly referred to as "**the Owner**".

- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 6 December 2013 and the Council resolved to grant permission conditionally under reference number 2013/7823/P subject to the conclusion of this legal Agreement.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number LN251669 and dated 17 January 2005 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|-------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Development" | change of use of the upper floors of the existing public house (Class A4) and ancillary accommodation to office (Class B1) at first floor and self-contained flats (Class C3) at second and third floor level comprising 3 x2 bed, 2x1 bed and 1 studio; together with alterations at roof level including new fenestration to provide additional accommodation at roof level and the |

opening up of previously blocked windows to the elevations as shown on drawing numbers:- Os Plan; 10833/TP/102; 103 RevA; 104 RevF 105 RevD; Design and Access Statement by Cornish Architects; Energy Statement Revision 4 by Crofton Consulting Engineers dated 3rd Dec 2013; BREEAM domestic Refurbishment Pre-Assessment Revision D by Dalen Group dated 3rd December 2013; Lifetime Homes statement by Cornish Architects; Acoustic Report by WSP dated 2nd December 2013; Flood Risk Assessment by Environ dated November 2013 and Daylight Calculations by Crofton consulting engineers dated 20th November 2013.

2.4 "the Education Contribution"

the sum of £8,535 (eight thousand five hundred and thirty 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 for the provision of education needs arising in the London Borough of Camden

2.5 "the Energy Efficiency and Renewable Energy Plan"

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

- a) the incorporation of the measures set out in the submission document entitled Energy Strategy Report and dated 3 December 2013 by Nathan Williams;

- b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Development ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Development using a combination of complementary passive (be lean) low and zero (be clean/green) carbon technologies;
- c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- d) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Development certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- e) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Development certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will

be maintainable in the Development's future management and occupation; and

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

2.6 "the Implementation Date"

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

2.6 "Occupation Date"

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

2.7 "the Public Open Space Contribution"

the sum of £5,406 (five thousand four hundred and six pounds) to be paid by 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.8 "the Parties"

mean the Council, the Owner, the Interested Party and the Mortgagee

- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 6 December 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/7823/P subject to conclusion of this Agreement
- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as The Railway Hotel Public House, 100 West End Lane, West Hampstead, NW6 2LU the same as shown shaded grey on the plan annexed hereto
- 2.13 "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
- 2.14 "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

2.15 "the Sustainability Plan"

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

- (a) be based on a Building Research Establishment Environmental Assessment Method and Domestic Refurbishment (BDR) assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of credits in Water, 48% of credits in Energy and 33% of the credits in Materials categories;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation.

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Development from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

4.1.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

4.2 **EDUCATION CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.3 **OPEN SPACE CONTRIBUTION**

4.3.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.4 **POTENTIAL REQUIREMENT TO PROVIDE AFFORDABLE HOUSING**

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

- (a) Any planning permission is granted for the further development of the Development which gives consent for the development of additional residential units or additional floorspace for residential purposes;
- (b) any additional floorspace is created on the Development for residential purposes; and/or
- (c) any additional residential units are created within the Development the Owner shall enter into a s106 agreement with the Council to secure the following:-

4.4.2 That an appropriate percentage of the residential units created under clause 4.4.1 are provided as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution) such percentage to be applied to the aggregate total of the residential units permitted by the Planning Permission and the additional residential floorspace created under clause 4.4.1 and the appropriate percentage being calculated in line with the Council's policy on affordable housing at the time.

4.4.3 Not to Occupy or allow Occupation of any of the additional residential floorspace created under Clause 4.11.1 of this Agreement until such time as the additional residential floorspace has been provided as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution).

4.5 **THE SUSTAINABILITY PLAN**

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

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

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

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.6 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

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

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

4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

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 2013/7823/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Development or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2013/7823/P.

- 5.7 Payment of the financial contribution pursuant to Clause 4 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 Income Code *ZN950* or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 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.
- 5.7 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 Owner.
- 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.9 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 reference number 2013/7823/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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect

of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before the Implementation Date this Agreement shall forthwith determine and cease to have effect.

7. INDEMNITY

7.1 The Interested Party hereby covenants with the Freeholder as follows:

- (a) to observe and perform the obligations on the part of the Owner herein contained and will be solely responsible for all payments costs expenses commissions and fees of whatever nature plus any VAT arising out of or in connection with this Agreement; and
- (b) to indemnify the Freeholder and their successors in title and estates from and against all costs claims charges expenses demands and liabilities howsoever incurred by the Freeholder arising out of this Agreement for breach non-observance or non-performance of the provisions herein.

8. MORTGAGEE EXEMPTION

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

9. JOINT AND SEVERAL LIABILITY

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

10. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY
SPIRIT PUB COMPANY (MANAGED)
LIMITED *its Attorney*
acting by a ~~Director and its Secretary~~
or by ~~two Directors~~

*Acting under a Power of Attorney
dated 28 September 2012*

Director
Witness

KATHERINE EVANS

~~Director/Secretary~~

ONE REDCLIFF STREET
BRISTOL
BS1 6TP

EXECUTED AS A DEED BY
FIRST URBAN (WH) LIMITED
LIMITED
acting by a ~~Director and its Secretary~~
or by ~~two Directors~~

Director

~~Director/Secretary~~

Witness

Tulha Kurcas

Katherine Evans

*in the presence
of a witness*

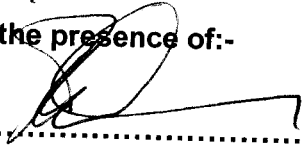
[Signature]

DANIEL SAUNDERS, SOLICITOR
SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

CONTINUATION OF S106 AGREEMENT IN RELATION TO 100 WEST END LANE,
LONDON, NW6 2LU

UNDER THE COMMON SEAL OF
EXECUTED AS A DEED BY
DEUTSCHE TRUSTEE COMPANY
LIMITED

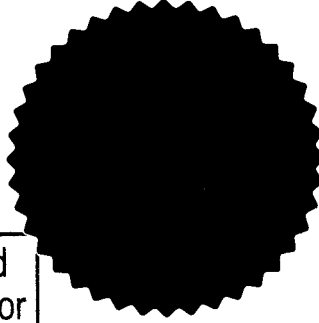
By
in the presence of:-



Clive Rakestrow
Associate Director



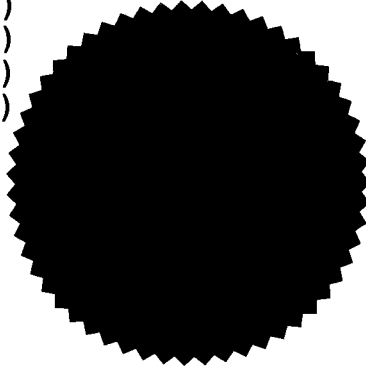
Leah Richmond
Associate Director



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



Authorised Signatory



197K Paul Jones

NORTHGATE SE GIS Print Template



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Taha Hussain



Cornish Architects
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Tel 020 7974 4444
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Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2013/7823/P**

12 May 2014

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:
The Railway
100 West End Lane
London
NW6 2LU

Proposal:

DECISION
Change of use of the upper floors of the existing public house (Class A4) and ancillary accommodation to office (Class B1) at first floor and self contained flats (Class C3) at second and third floor level comprising 3 x2 bed, 2x1 bed and 1 studio; together with alterations at roof level including new fenestration to provide additional accommodation at roof level and the opening up of previously blocked windows to the side and rear elevations.

Drawing Nos: Os Plan; 10833/TP/102; 103 RevA; 104 RevF 105 RevD; Design and Access Statement by Cornish Architects; Energy Statement Revision 4 by Crofton Consulting Engineers dated 3rd Dec 2013; BREEAM domestic Refurbishment Pre-Assessment Revision D by Dalen Group dated 3rd December 2013; Lifetime Homes statement by Cornish Architects; Acoustic Report by WSP dated 2nd December 2013; Flood Risk Assessment by Environ dated November 2013 and Daylight Calculations by Crofton consulting engineers dated 20th November 2013.

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

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

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

OS Plan; 10833/TP/102; 103 RevA; 104 RevF 105 RevD; Design and Access Statement by Cornish Architects; Energy Statement Revision 4 by Crofton Consulting Engineers dated 3rd Dec 2013; BREEAM domestic Refurbishment Pre-Assessment Revision D by Dalen Group dated 3rd December 2013; Lifetime Homes statement by Cornish Architects; Acoustic Report by WSP dated 2nd December 2013; Flood Risk Assessment by Environ dated November 2013 and Daylight Calculations by Crofton consulting engineers dated 20th November 2013.

Reason:

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

- 4 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough

of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the commencement of development an acoustic report prepared by a suitably qualified acoustic engineer, demonstrating how the plant/machinery complies with condition 4, shall be submitted to and approved in writing by the Council. The plant and acoustic attenuation measures shall thereafter be installed, retained and maintained in accordance with the details thus approved and the manufacturer's recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The proposed cycle parking shown at ground floor level shall be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to commencement of development details of a sound insulation scheme between the second and third floor of the building shall be submitted to and approved in writing by the local planning authority. The sound insulation shall be provided in accordance with the approved scheme prior to first occupation of the residential units and permanently retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 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.

- 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

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment)

Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning 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.

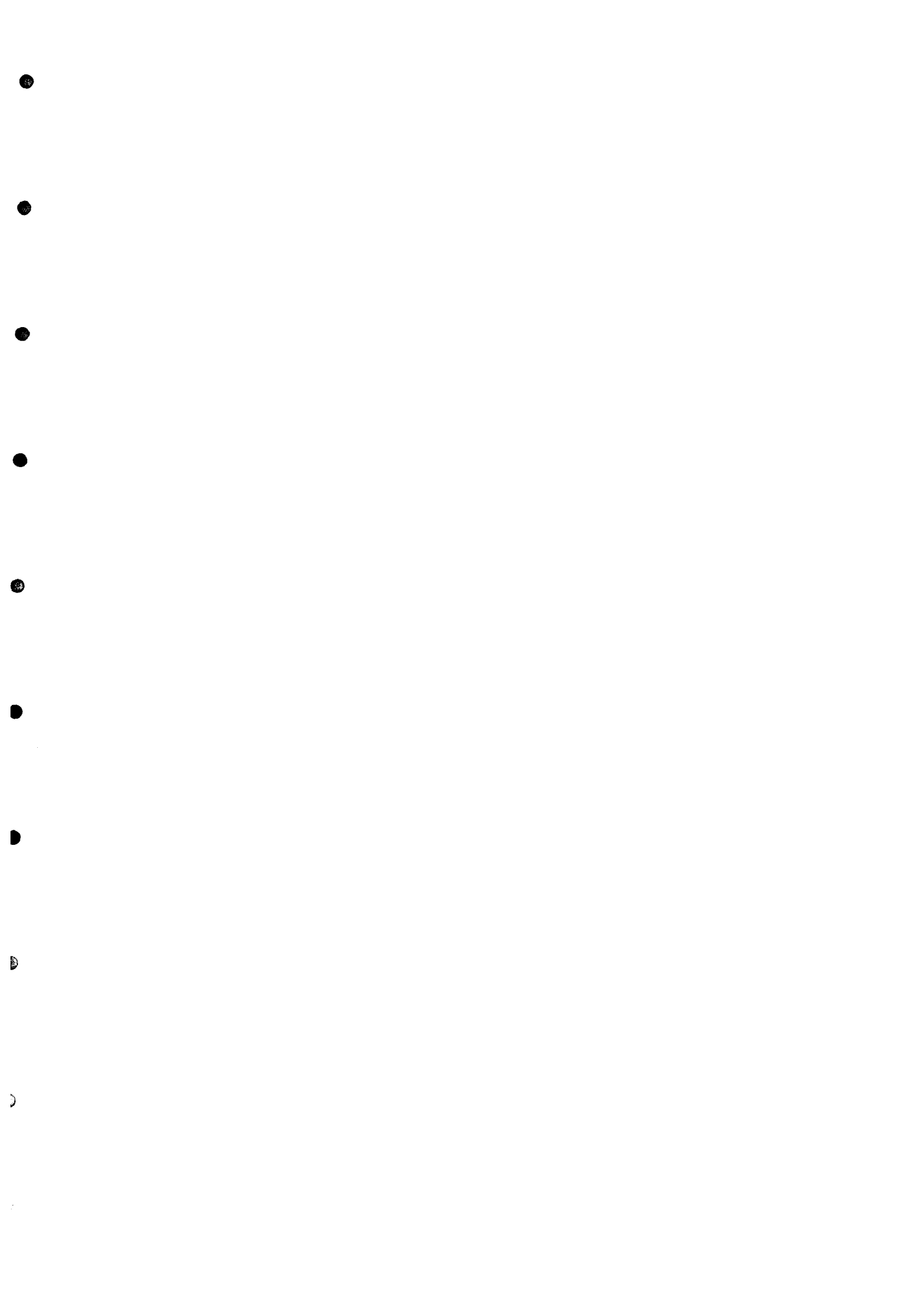
Yours faithfully

DRAFT

Culture and Environment Directorate

DECISION





DATED 19 May 2014

(1) SPIRIT PUB COMPANY (MANAGED) LIMITED

and

(2) FIRST URBAN (WH) LIMITED

and

(3) DEUTSCHE TRUSTEE COMPANY LIMITED

and

**(4) 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 RAILWAY HOTEL PUBLIC HOUSE, 100 WEST END LANE,
WEST HAMPSTEAD, LONDON NW6 2LU**
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

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