

**SECTION 106 (S106)  
ACKNOWLEDGEMENT NOTICE**



Mr Daniel Harris  
Klippan House  
50 Well Walk  
London  
NW3 1BT

Regeneration and Planning  
Culture and Environment  
London Borough of Camden  
2nd Floor, 5 St Pancras Square  
London  
WC1H 8EQ  
Tel 020 7974 3921  
Fax 020 7974 1930

11 July 2016

Ref: S04941-LP05142

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

**PLANNING APPLICATION:** 2011/3636/P  
**SITE ADDRESS:** Klippan House, 50 Well Walk, London, NW3 1BT  
**DEVELOPMENT DESCRIPTION:** Renewal of planning permission allowed on appeal dated 10/11/2008 (Appeal ref: APP/X5210/A/08/2081611) (Planning ref: 2007/4759/P) for the creation of a new underground swimming pool with ancillary plant and gym rooms next to 8 East Heath Road, connected to the main building via a basement corridor link.

**ACKNOWLEDGEMENT OF RECEIPT OF SECTION 106 PAYMENT**

We acknowledge receipt of a Section 106 payment of £16,734.72 on 11 July 2016 in respect of the above development.

**Your Section 106 account**

Payment received	£16,734.72	on 11 July 2016
Total charge payable on this development:	£16,734.72	
Payment received to date:	£16,734.72	
Amount outstanding:	£0.00	

For information on any other payments, please see the Demand Notice issued to you by the Council for the amount and due date.

**Further Information**

For further information or if you have any questions regarding S106 please contact us at [planningobligations@camden.gov.uk](mailto:planningobligations@camden.gov.uk) or on 020 7974 3921.



**Section 106 Discharge Notice**  
Town and Country Planning Act 1990

Mr Daniel Harris  
Klippan House  
50 Well Walk  
London  
NW3 1BT

11 July 2016

Regeneration and Planning  
Culture and Environment  
London Borough of Camden  
2nd Floor, 5 St Pancras Square  
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**This notice is to inform you that the following covenant under the S106 agreement dated 24 April 2014 for planning application 2011/3636/P have been discharged:**

<b>Clause</b>	<b>Covenant</b>
4.1.1 (i)	HIGHWAYS CONTRIBUTION 4.1.1 On or prior to the Implementation Date to:- (i) 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:- (i) received the Highways Contribution in full;

**Queries**

If you feel that the information in this notice is not correct then please contact the team on 020 7974 3921 or email [planningobligations@camden.gov.uk](mailto:planningobligations@camden.gov.uk) within ten working days of the issue of this notice.



DATED

24 April

2014

**(1) DANIEL BRUCE HARRIS and GAYNOR NAOMI HARRIS**

and

**(2) COUTTS FINANCE CO.**

and

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

**A G R E E M E N T**

relating to land known as  
Klippan House, 50 Well Walk, London NW3 1BT  
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/1685.2445  
FINAL



THIS AGREEMENT is made the 24 day of April 2014

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

1. **DANIEL BRUCE HARRIS and GAYNOR NAOMI HARRIS** of Klippan House, 50 Well Walk, London NW3 1BT (hereinafter called "the Owner") of the first part
2. **COUTTS FINANCE CO.** of 440 Strand, London WC2R 0QS (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL406972 subject to a charge to the Mortgagee.
- 1.2 The Owner is also registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Numbers NGL436972 and NGL431354 both subject to a charge to the Mortgagee.
- 1.3 The Owner is the freehold and leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 26 July 2011 and the Council resolved to grant permission conditionally under reference number 2011/3636/P subject to the conclusion of this legal Agreement.
- 1.5 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.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Numbers NGL406972, NGL436972 and NGL431354 and dated 3 November 2011 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" renewal of planning permission allowed on appeal dated 10/11/2008 (Appeal ref: APP/X5210/A/08/2081611) (Planning ref: 2007/4759/P) for the creation of a new underground swimming pool with ancillary plant and gym rooms next to 8 East Heath Road, connected to the main building via a basement corridor link. as shown on drawing numbers:- KHS/OS; KHS/S001; S101; 102; 201; 202; 203; 301; KHS/001; 101A; 102A; 201A; 301A; 302A; 303; Design and Access Statement Proposed Redevelopment by Belsize Architects dated August 2007; Basement Impact Assessment by Taylor Whalley Spyra dated June 2012 Ref GB/8414-BIA-Version 1.0; Construction Management Plan by Taylor Whalley Spyra dated 12 June 2012 Ref GB/8414 Version 1.0;



CMP05; CMP06; CMP07; Addendum to Basement Impact Assessment by Taylor Whalley Spyra dated May 2013 Ref GB/8414-BIA-ADDENDUM-Version 2.0; Basement Impact Assessment Non-Technical Summary by Taylor Whalley Spyra dated November 2013 Ref GB/8414-BIA Non-Technical Summary Version 1.0; Taylor Whalley Spyra Wallap information Ref 8414 dated 06/11/13; Letter from Barton Willmore dated 10/12/2013 Ref 20182/A3/AB/dw

2.4 "the Highways Contribution"

the sum of £16,326.09 (sixteen thousand three hundred and twenty six pounds and nine pence) 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) replacing the existing block paving with Artificial Stone Paving and re-laying the kerbs;
- (b) any other works the Council acting reasonably requires as a direct result of the Development.

all works will be subject 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 excludes any statutory undertakers costs

- 2.5 "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 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.7 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" mean the Council the Owner 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 26 July 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/3636/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 50 Well Walk, London NW3 1BT the same as shown shaded grey on the plan annexed hereto
- 2.13 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

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

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

#### 4. **OBLIGATIONS OF THE OWNER**

4.1.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.1.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.1.3 For the avoidance of doubt the Owner 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 may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

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

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2011/3636/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 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 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 2011/3636/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4.1.1 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 ZN928 ZL065 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.

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

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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, 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 2011/3636/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 effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the 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.

8. **JOINT AND SEVERAL LIABILITY**

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



9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY  
DANIEL BRUCE HARRIS  
in the presence of:

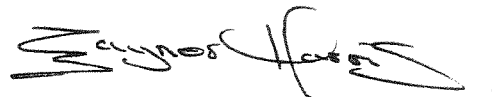


.....  
Witness Signature

Witness Name: ANN HART  
Address: 42 BRANTWOOD GARDENS  
Redbridge, Essex, 16456G  
Occupation: Personal Assistant

EXECUTED AS A DEED BY  
GAYNOR NAOMI HARRIS  
in the presence of:

)  
)




.....  
Witness Signature


Witness Name: ANN HART  
Address: 42 BRANTWOOD GARDENS  
Redbridge, Essex, 16456G  
Occupation: Personal Assistant

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO KLIPPAN HOUSE,  
50 WELL WALK, LONDON NW3 1BT

EXECUTED AS A DEED BY  
COUTTS FINANCE CO.

by  
in the presence of:-

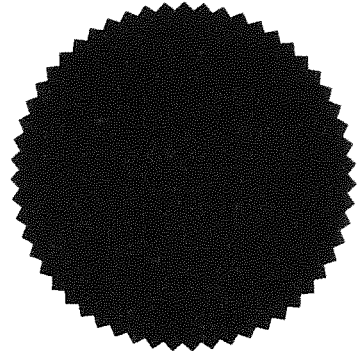
  
.....  
HELEN RETTIGER

  
MAREEN LYNCH  
Authorised Signatory

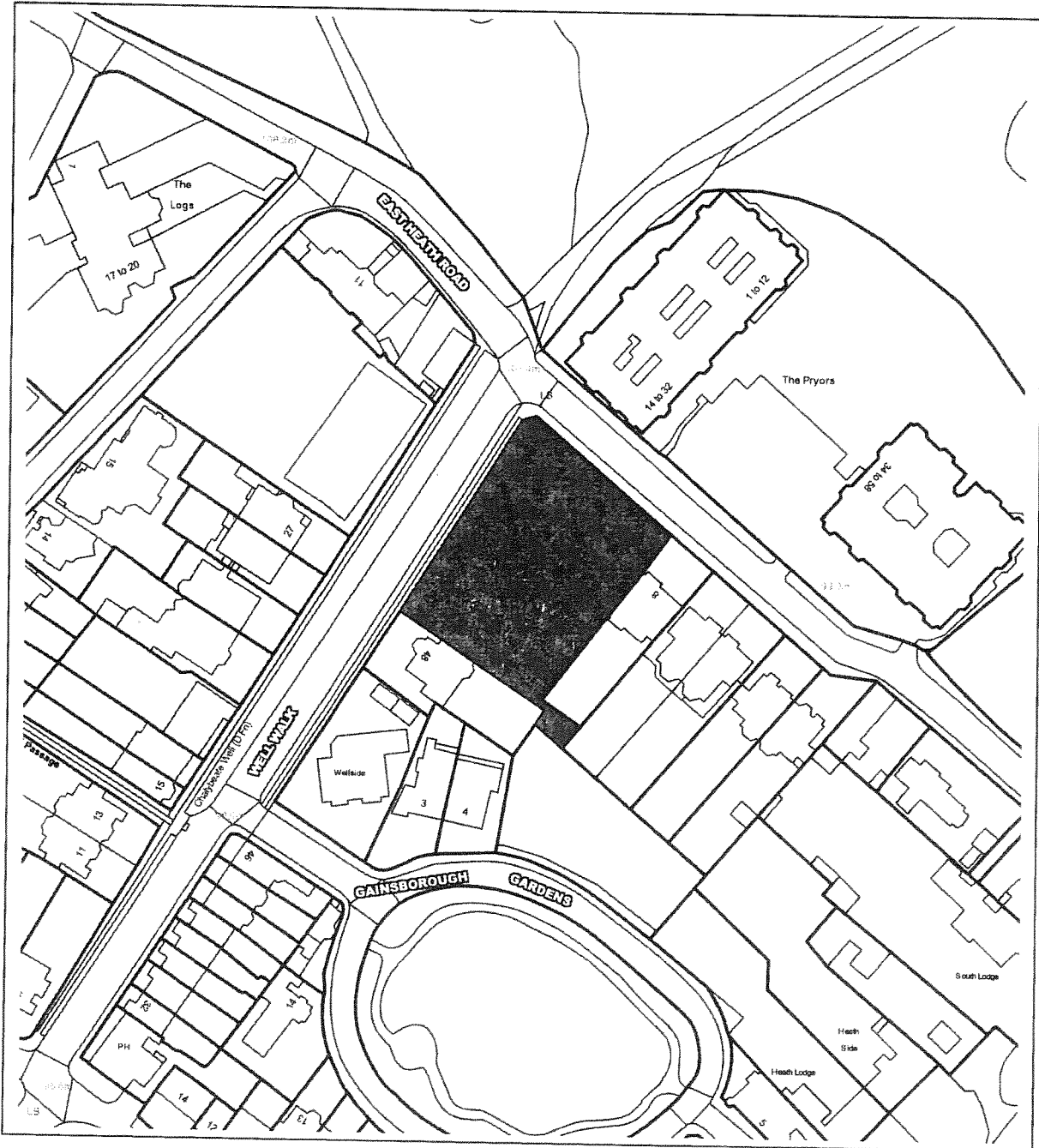
THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN was hereunto  
Affixed by Order:-

  
.....

Authorised Signatory



# NORTHGATE SE GIS Print Template



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**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 8ND

Barton Willmore LLP  
Beansheaf Farmhouse  
Bourne Close  
Reading  
Berkshire  
RG31 7BW

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

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

Application Ref: **2011/3636/P**  
Please ask for: **Jonathan Markwell**  
Telephone: 020 7974 2453

Dear Sir/Madam

**DRAFT**  
DECISION

Town and Country Planning Act 1990 (as amended)  
Town and Country Planning (Development Management Procedure) Order 2010  
Town and Country Planning (Applications) Regulations 1988

**Renewal of Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**Klippan House  
50 Well Walk  
London  
NW3 1BT**

**DECISION**

**Proposal:**

Renewal of planning permission allowed on appeal dated 10/11/2008 (Appeal ref: APP/X5210/A/08/2081611) (Planning ref: 2007/4759/P) for the creation of a new underground swimming pool with ancillary plant and gym rooms next to 8 East Heath Road, connected to the main building via a basement corridor link.  
Drawing Nos: KHS/OS; KHS/S001; S101; 102; 201; 202; 203; 301; KHS/001; 101A; 102A; 201A; 301A; 302A; 303; Design and Access Statement Proposed Redevelopment by Belsize Architects dated August 2007; Basement Impact Assessment by Taylor Whalley Spyra dated June 2012 Ref GB/8414-BIA-Version 1.0; Construction Management Plan by Taylor Whalley Spyra dated 12 June 2012 Ref GB/8414 Version 1.0; CMP05; CMP06; CMP07; Addendum to Basement Impact Assessment by Taylor Whalley Spyra dated May 2013 Ref GB/8414-BIA-ADDENDUM-Version 2.0; Basement Impact Assessment Non-Technical Summary by Taylor Whalley Spyra dated November 2013 Ref GB/8414-BIA Non-Technical Summary Version 1.0; Taylor Whalley Spyra Wallap information Ref 8414 dated 06/11/13; Letter from Barton Willmore dated 10/12/2013 Ref 20182/A3/AB/dw

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 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 No development shall take place until there has been submitted to and approved in writing by the local planning authority a scheme of hard and soft landscaping works, which shall include indications of all existing trees and hedgerows on the land and details of any to be retained, together with measures for their protection in the course of development and these works shall be carried out as approved. The scheme shall include details of proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; and refuse storage and ventilation intake and extract housing.

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 policies CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 3 All planting, seeding or turfing comprised in the approved scheme of landscaping referred to in condition 2 above shall be carried out in the first planting and seeding seasons following completion of the development; and any trees or plants which within a period of 5 years from its completion die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written approval to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 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 facade 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 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- DRAFT**
- 5 The development hereby proposed shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the Council prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

**DECISION**

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS11 (Promoting high quality design and conserving our heritage) of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 6 The proposed development shall remain implemented in strict accordance with all of the measures contained in the Construction Management Plan submitted by the applicant (Ref: Construction Management Plan by Taylor Whalley Spyra dated 12 June 2012 Ref GB/8414 Version 1.0.) at all times.

Reason: In order to protect the pedestrian environment and safeguarding highway and pedestrian safety, the amenities of adjacent premises and the area generally, and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 (Managing the impact of growth and development) and CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policies DP20 (Movement of goods and materials), DP21 (Development connecting to highway network) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby permitted shall be carried out in accordance with the

following approved plans: KHS/OS; KHS/S001; S101; 102; 201; 202; 203; 301; KHS/001; 101A; 102A; 201A; 301A; 302A; 303; Design and Access Statement Proposed Redevelopment by Belsize Architects dated August 2007; Basement Impact Assessment by Taylor Whalley Spyra dated June 2012 Ref GB/8414-BIA-Version 1.0; Construction Management Plan by Taylor Whalley Spyra dated 12 June 2012 Ref GB/8414 Version 1.0; CMP05; CMP06; CMP07; Addendum to Basement Impact Assessment by Taylor Whalley Spyra dated May 2013 Ref GB/8414-BIA-ADDENDUM-Version 2.0; Basement Impact Assessment Non-Technical Summary by Taylor Whalley Spyra dated November 2013 Ref GB/8414-BIA Non-Technical Summary Version 1.0; Taylor Whalley Spyra Wallap information Ref 8414 dated 06/11/13; Letter from Barton Willmore dated 10/12/2013 Ref 20182/A3/AB/dw

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

**DRAFT**

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 2363).
- 2 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.
- 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.

**DECISION**

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 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 6956) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 5 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 hours on Saturdays 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.
- 6 You are advised that the Council expects all development to be as sustainable and energy efficient as possible and welcomes any measures that can be introduced to facilitate this. To this end, you are encouraged to introduce measures that can practically be incorporated into the proposed development and the subsequent operation of the site.
- 7 Whilst acknowledging that approval of details application 2009/3429/P was granted on 03/09/2009 in relation to the programme of archaeological works associated with condition 4 of the allowed on appeal (Appeal ref: APP/X5210/A/08/2081611 / Planning ref: 2007/4759/P) scheme at the site, you are reminded that this site is within an area of archaeological significance/archaeological potential where development may result in the destruction of ancient remains. Your attention is drawn to the British Archaeologists and Developers Liaison Group Code of Practice agreed by the British Property Federation and the Standing Conference of Archaeological Unit Managers. The Council recognises and endorses this Code and will expect the developer and approved archaeological organisations to abide by its provisions.
- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

**DRAFT**

**DECISION**



DATED 24 April

2014

(1) DANIEL BRUCE HARRIS and GAYNOR NAOMI HARRIS

and

(2) COUTTS FINANCE CO.

and

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

**A G R E E M E N T**  
relating to land known as  
Klippan House, 50 Well Walk, London NW3 1BT  
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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