

DATED

*27<sup>th</sup> APRIL*

2017

(1) ADAM KAYE

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  
Bagshot Sands, 17 Branch Hill, London NW3 7NA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
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London WC1H 9LP

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CLS/COM/PM/1781.663  
2015/3377/P

FINAL 280317



THIS AGREEMENT is made the 27<sup>th</sup> day of APRIL 2017

**BETWEEN:**

- i. **ADAM KAYE** of 17 Branch Hill, London NW3 7NA (hereinafter called "the Owner") 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 second 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 69002.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 24<sup>th</sup> July 2015 and the Council resolved to grant permission conditionally under reference number 2015/3377/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

**2. DEFINITIONS**

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

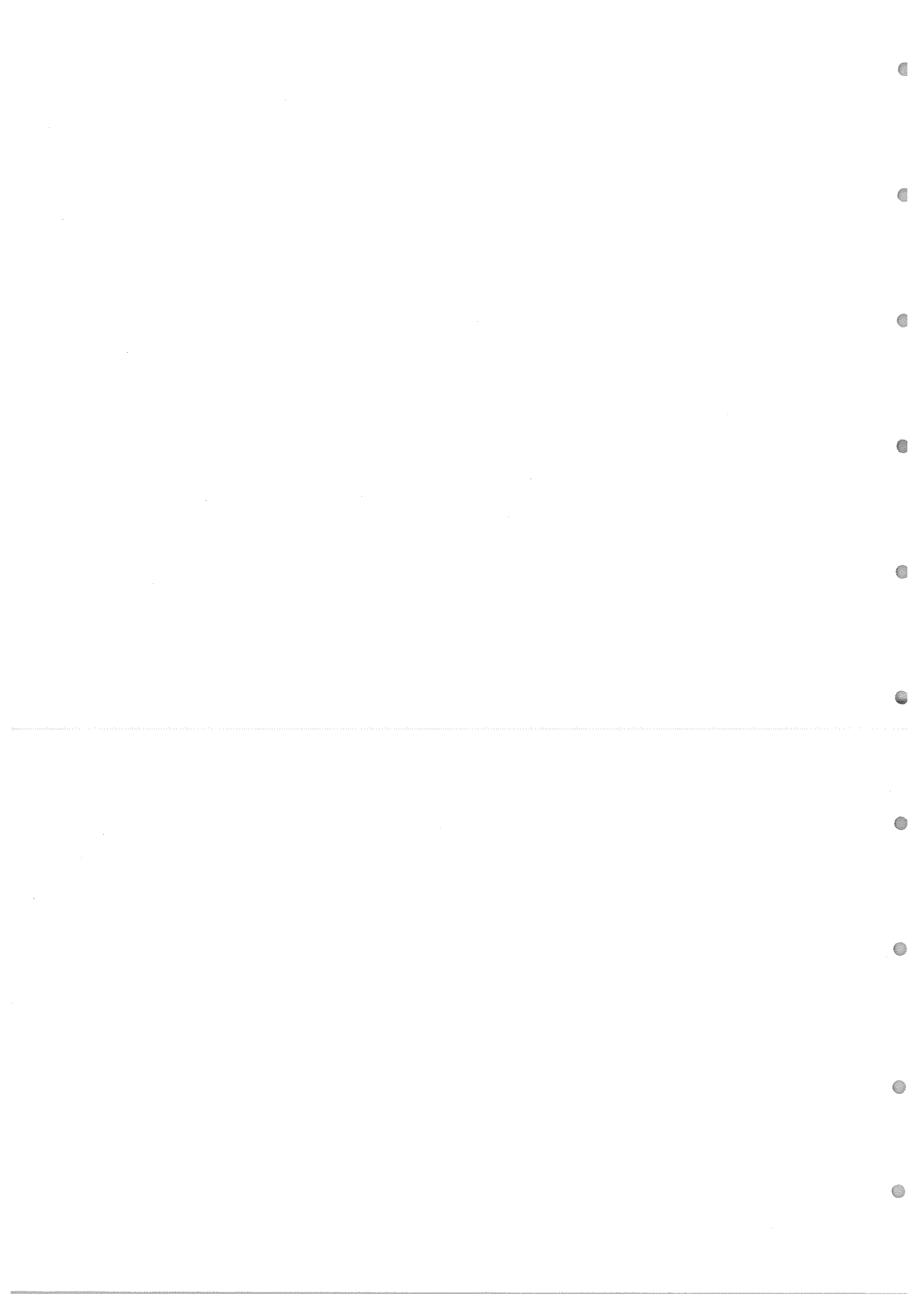
- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto
- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.5 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and minimising possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising

*R. Alexan*

# 17 Branch Hill, London, NW3 7NA – 2015/3377/P



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from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) proposals to ensure there are no adverse effects on the Conservation Area features amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements.
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

## 2.6 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.7 “the Council’s Considerate Contractor Manual”

the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 “CHP Air Quality Assessment”

An assessment undertaken by the Owner which shall include the following information in respect of the energy centre provided as part of the Development:

- (a) technical details of any proposed combined heat and power (CHP) or combined cooling, heat and power (CCHP) system including thermal capacity;
- (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;
- (c) efflux velocity of flue gases at working;
- (d) proposed height of flue above ground level;
- (e) quantity of emissions released from the exhaust. This shall be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter including confirmation that the plant will comply with Band B of the Mayor’s emission standards (as set out in the Mayor’s Sustainable Design and Construction SPG) and details of any necessary NO<sub>2</sub> abatement mechanisms;
- (j) provision of a plans and elevations showing the termination point of all exhaust stacks associated with the energy centre ensuring the exhaust stack shall be located away from open-windows and air inlet vents to minimise the opportunity for NO<sub>2</sub> levels to contaminate



air intakes for any site ventilation systems;  
and,

- k) modelled data to evidence that NO<sub>2</sub> levels at the ventilation inlet are below 40 micrograms per meter cubed.

2.9 "Detailed Basement Construction Plan"

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on the Neighbouring Property and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and the Neighbouring Property as described in the Basement Impact Assessment by Site Analytical Services Limited dated October 2015 submitted with the Planning Application and to include the following key stages:-

1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (such approval not to be unreasonably withheld or delayed) (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance

of any appointment); and,

2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-
  - a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of the Neighbouring Property have been incorporated into the final design; and
  - (b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Property beyond "Slight" with reference to the Burland Category of Damage; and
  - (c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan

- (i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Property to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part
- (ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Property throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;
- (iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of the Neighbouring Property prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;
- (iv) the Basement Design Engineer to be retained at the Property throughout the relevant part of the Construction Phase

relating to the basement to inspect and approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Property and the local water environment (surface and groundwater); and

(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing) ; and,

3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development who may or may not be from the

same firm or practice as the Basement Design Engineer (“the Certifying Engineer”) AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (such approval not to be unreasonably withheld); and,

4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.
5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.
6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE

EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

## 2.10 "the Development"

Erection of part 2 and part 3 storey plus basement single family dwelling (following demolition of existing) with plant room, swimming pool (including air handling unit) and 5 condenser units as shown on drawing numbers M2-P1; M2-P2; M4-P2; M5-P2; P1-P2; P2-P2; P4-P2; P5-P2; (779)002\_P02; (779)003\_P02; (779)010\_P03; (779)011\_P02; (779)012\_P02; (779)015\_P02; (779)016\_P02; (779)017\_P02; (779)020\_P04; (779)021\_P04; (779)023\_P02; (779)024\_P03; (779)200\_P03; (779)201\_P03; (779)202\_P03; (779)203\_P03; (779)204\_P03; (779)205\_P05; (779)206\_P04; (779)207\_P04; (779)300\_P04; (779)301\_P03; (779)302\_P02; (779)303\_P03; (779)304\_P01; (779)311\_P02; (779)312\_P02; (779)313\_P02; 1281\_GA\_013 P2; 1281\_SE\_020 P3; 1281\_SE\_021 P3; 1281\_SK\_008 P3; 1281\_SK\_009 P4; 1281\_GA\_011 P2; 1281\_GA\_010 P3; BIA prepared by Site Analytical Services Ltd dated October 2015; Preliminary Risk Assessment prepared by Site Analytical Services Ltd dated November 2014; Arboricultural Impact Assessment Report prepared by Landmark Trees dated 27th June 2015; Structural Engineer's Design Statement for Planning prepared by engineers HRW dated June 2015; Design and Access Statement prepared by SHH dated June 2015; Renewable energy

statement and sustainability report prepared by ME7 dated June 2015; Construction Management Plan prepared by Construction Planning Associates dated June 2015; Environmental Noise Assessment prepared by Acoustics Plus dated 10/6/2015; Report on a Ground Investigation prepared by Site Analytical Services Ltd dated May 2015; Ground movement assessment prepared by Card Geotechnics Limited dated January 2016; Letter from Construction Planning Associates dated 11th January 2016

2.11 "the Energy Efficiency and Renewable Energy Plan"

and 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 Renewable Energy Statement and Sustainability Report prepared dated June 2015 by ME7 to achieve a 37% reduction in CO2 emissions beyond the Part L 2013 baseline;
- b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 37% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- c) separate metering of all low and zero carbon

technologies to enable the monitoring of energy and carbon emissions and savings;

- d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- e) the incorporation of a Combined Heat and Power (CHP) system of a size and specification to be approved by the Council (such approval not to be unreasonably withheld), including details and method of installation of CHP unit(s) and full energy calculations justifying the size of the CHP and limiting the use of electricity for any heating as reasonable;
- f) a CHP Air Quality Assessment;
- g) provision of a meter on the CHP unit so the Council can monitor how much energy is being derived from CHP by arrangement with the Owner;
- h) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:
  - safeguarded space for a future heat exchanger;
  - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
  - the provision of domestic hot water



isolation valves to facilitate the connection of an interfacing heat exchanger;

- provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
  - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.
- i) include a pre-Implementation design-stage review by an appropriately qualified and recognised professional (who may be the Owner's SAP Assessor) in respect of the Property including Full Design stage SAP (for residential) calculations 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;
- j) measures to secure a post construction review of the Development by an appropriately qualified and recognised professional (who may be the Owner's SAP Assessor) in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) 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

- k) 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

#### 2.12 "the Highways Contribution"

the sum of £3,372.27 (three thousand three hundred and seventy two pounds and twenty seven 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 when received for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) repair and repaving of the public highways caused by constructions works and reinstate affected road and footway surfaces;
- (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

#### 2.13 "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

2.14 "the Level Plans"	plans demonstrating the levels at the interface of the Development with the boundary of the Property and the Public Highway
2.15 "Neighbouring Property"	the neighbouring property known as No. 2 Branch Hill (Holme Vale House)
2.16 "Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.17 "the Parties"	mean the Council and the Owner
2.18 "the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 24 <sup>th</sup> July 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3377/P subject to conclusion of this Agreement
2.19 "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
2.20 "the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.21 "the Property"	the land known as Bagshot Sands 17 Branch Hill London NW3 7NA the same as shown shaded grey on the plan annexed hereto
2.22 "the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.23 "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) achieve the targets set out in the submission document entitled Renewable energy statement and sustainability report prepared by ME7 dated June 2015 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);
- (b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use
- (c) include a pre-Implementation review by an appropriately qualified and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (e) measures to secure a post construction review of the Development by an appropriately qualified and independent professional in respect of the Property (including a written report, photographs

SHH Architects  
SHH Architects  
1 Vencourt Place  
Ravenscourt Park  
London W6 9NUApplication Ref: **2015/3377/P**

29 March 2017

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**17 Branch Hill  
London  
NW3 7NA**

## Proposal:

**DECISION**  
Erection of part 2 and part 3 storey plus basement single family dwelling (following demolition of existing) with plant room, swimming pool (including air handling unit) and 5 condenser units.Drawing Nos: M2-P1; M2-P2; M4-P2; M5-P2; P1-P2; P2-P2; P4-P2; P5-P2; (779)002\_P02;  
(779)003\_P02; (779)010\_P03; (779)011\_P02; (779)012\_P02; (779)015\_P02;  
(779)016\_P02; (779)017\_P02; (779)020\_P04; (779)021\_P04; (779)023\_P02;  
(779)024\_P03; (779)200\_P03; (779)201\_P03; (779)202\_P03; (779)203\_P03;  
(779)204\_P03; (779)205\_P05; (779)206\_P04; (779)207\_P04; (779)300\_P04;  
(779)301\_P03; (779)302\_P02; (779)303\_P03; (779)304\_P01; (779)311\_P02;  
(779)312\_P02; (779)313\_P02; 1281\_GA\_013 P2; 1281\_SE\_020 P3; 1281\_SE\_021 P3;  
1281\_SK\_008 P3; 1281\_SK\_009 P4; 1281\_GA\_011 P2; 1281\_GA\_010 P3

BIA prepared by Site Analytical Services Ltd dated October 2015; Preliminary Risk Assessment prepared by Site Analytical Services Ltd dated November 2014; Arboricultural Impact Assessment Report prepared by Landmark Trees dated 27th June 2015; Structural Engineer's Design Statement for Planning prepared by engineersHRW dated June 2015; Design and Access Statement prepared by SHH dated June 2015; Renewable energy statement and sustainability report prepared by ME7 dated June 2015; Construction Management Plan prepared by Construction Planning Associates dated June 2015; Environmental Noise Assessment prepared by Acoustics Plus dated 10/6/2015; Report on

a Ground Investigation prepared by Site Analytical Services Ltd dated May 2015; Ground movement assessment prepared by Card Geotechnics Limited dated January 2016; Letter from Construction Planning Associates dated 11th January 2016.

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: M2-P1; M2-P2; M4-P2; M5-P2; P1-P2; P2-P2; P4-P2; P5-P2; (779)002\_P02; (779)003\_P02; (779)010\_P03; (779)011\_P02; (779)012\_P02; (779)015\_P02; (779)016\_P02; (779)017\_P02; (779)020\_P04; (779)021\_P04; (779)023\_P02; (779)024\_P03; (779)200\_P03; (779)201\_P03; (779)202\_P03; (779)203\_P03; (779)204\_P03; (779)205\_P05; (779)206\_P04; (779)207\_P04; (779)300\_P04; (779)301\_P03; (779)302\_P02; (779)303\_P03; (779)304\_P01; (779)311\_P02; (779)312\_P02; (779)313\_P02; 1281\_GA\_013 P2; 1281\_SE\_020 P3; 1281\_SE\_021 P3; 1281\_SK\_008 P3; 1281\_SK\_009 P4; 1281\_GA\_011 P2; 1281\_GA\_010 P3

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engineersHRW dated June 2015; Design and Access Statement prepared by SHH dated June 2015; Renewable energy statement and sustainability report prepared by ME7 dated June 2015; Construction Management Plan prepared by Construction Planning Associates dated June 2015; Environmental Noise Assessment prepared by Acoustics Plus dated 10/6/2015; Report on a Ground Investigation prepared by Site Analytical Services Ltd dated May 2015; Ground movement assessment prepared by Card Geotechnics Limited dated January 2016; Letter from Construction Planning Associates dated 11th January 2016;

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

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:
- a) Details including typical sections at 1:10 of windows and typical sample of frame to be submitted to local planning authority.
  - b) Manufacturer's specification details of all facing materials including grey render and timber cladding (to be submitted to the Local Planning Authority) and 0.4m x 0.4m samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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.

- 5 The dwelling hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (2).

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing

trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 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.

- 8 Before the use commences, the basement plant, swimming pool Air Handling Unit, water booster and condensers shall be provided with sound attenuation in accordance with the Environmental Noise Assessment hereby approved. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' 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.

- 9 The cycle store for 2 cycles hereby approved shall be provided in its entirety prior to the first occupation of the new dwelling, 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 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Sustainable urban drainage:

A) Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be designed to accommodate all storms up to and including a 1:100 year storm with a 30% provision for climate change, and shall demonstrate that greenfield run off rates (5l/s) will be achieved.

B) Prior to occupation of the development, evidence that the sustainable drainage system has been implemented shall be submitted to the Local Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.



Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to the first occupation of the building a plan showing details of the bio-diverse green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 12 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 13 No impact piling until a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works, has been submitted to and approved in writing by the local planning authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

- 14 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) and Part 2 (C) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- DRAFT**
- 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 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.
  - 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £4250 (85sqm x £50) for the Mayoral CIL and £42,500 (85sqm x £500) for the Camden's CIL (Zone C Residential).

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional

Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

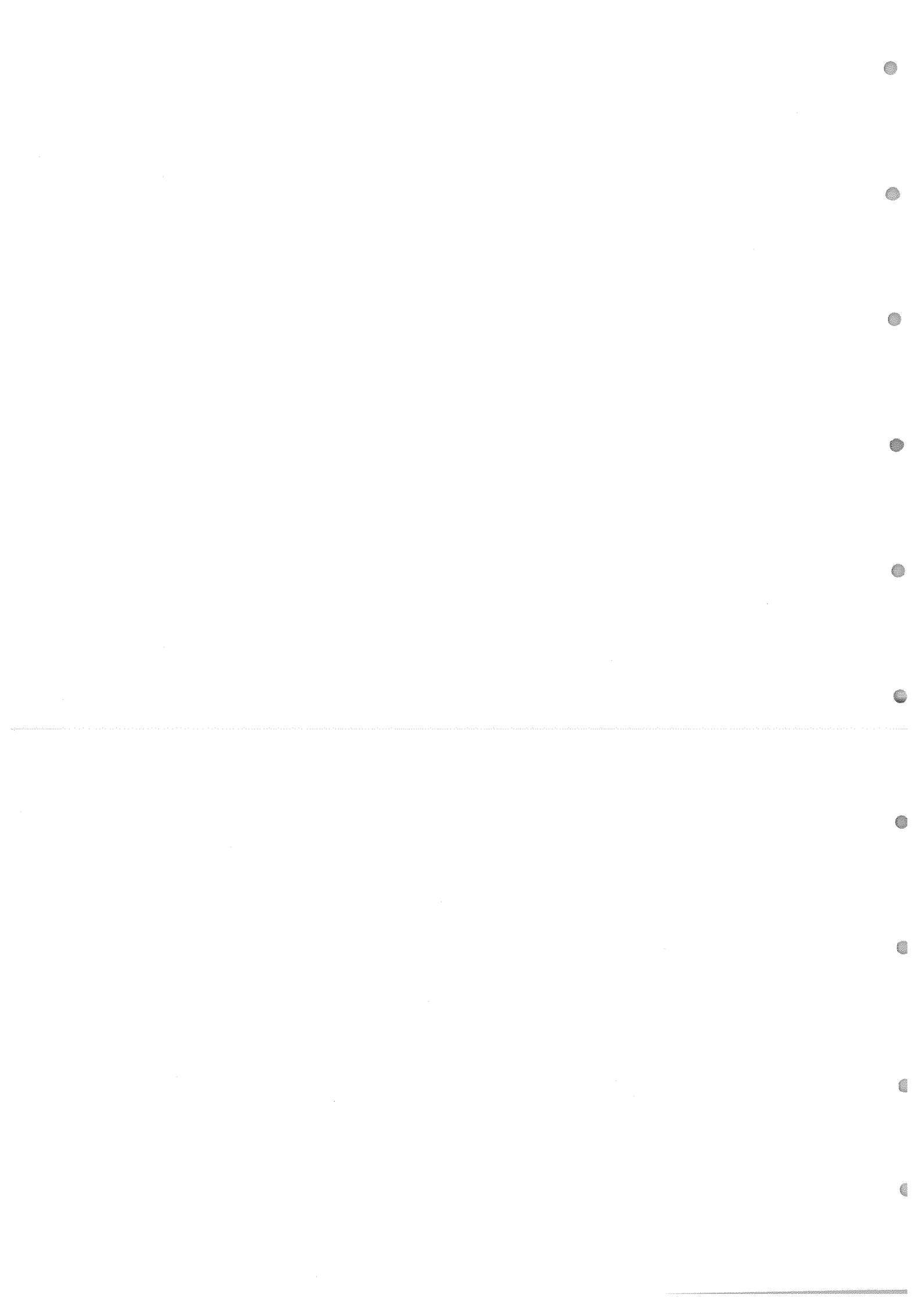
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**



and installation contracts in a form reasonably required by the Council) 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; 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

2.24 "Working Day"

any day other than a Saturday or Sunday or any Bank or public holiday or any day from 27<sup>th</sup> to 31<sup>st</sup> inclusive of December in any calendar year

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 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 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 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 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to provide the Council for approval (such approval not to be unreasonably withheld or delayed) a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect (such notice to be given expeditiously once the approval has been given under clause 4.1.1).

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and minimising the possible impact on and disturbance to the surrounding environment and highway network so far as is reasonably practicable.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps necessary to remedy such non-compliance.

##### 4.2 **DETAILED BASEMENT CONSTRUCTION PLAN**

4.2.1 On or prior to the Implementation Date to provide the Council for approval (such approval not to be unreasonably withheld or delayed) the Detailed Basement Construction Plan.

- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect (such notice to be given expeditiously once the approval under clause 4.2.1 has been given).
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the Basement Design Engineer or Certifying Engineer to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with the Neighbouring Property nor the Development itself.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps necessary to remedy such non-compliance.
- 4.2.5 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 (such approval not to be unreasonably withheld or delayed) by way of certification by the Basement Design Engineer or Certifying Engineer confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 4.2.6 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 Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.
- 4.3 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**
- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval (such approval not to be unreasonably withheld or delayed) the Energy Efficiency and Renewable Energy Plan.

4.3.2 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 (such notice to be given expeditiously once the approval under clause 4.3.1 has been given).

4.3.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.3.4 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.

#### 4.4 HIGHWAYS CONTRIBUTION

4.4.1 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.

4.4.2 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 (such approval not to be unreasonably withheld or delayed).

4.4.3 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.



- 4.4.4 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.
- 4.4.5 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.
- 4.4.6 The Council agrees to expend the Highways Contribution as defined in clause 2.12 and should the Certified Sum be less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate return to the Owner any unexpended amount.

#### 4.5 **SUSTAINABILITY PLAN**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan (such approval not to be unreasonably withheld or delayed).
- 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 (such notice to be given expeditiously once the approval under clause 4.5.1 has been given).
- 4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 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.

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 Planning Permission 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 the Planning Permission reference 2015/3377/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall 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 2015/3377/P.

- 5.7 Payment of the financial contribution pursuant to Clause 4.8 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 2015/3377/P 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 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

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

- 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 Permission reference number 2015/3377/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 The Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

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

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

6.9 The Council covenants to diligently and with reasonable expedition consider any plans or details submitted to it for approval (such approval not to be unreasonably withheld or delayed) having regard to the Council's duties as local planning authority and highway authority

**7. RIGHTS OF THIRD PARTIES**

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

**EXECUTED AS A DEED BY ADAM KAYE in  
the presence of:** }



.....  
**Witness Signature**



**Witness Name**

DAISY MARTIN

**Address**

6 YORK STREET  
LONDON W1U 6DD

**Occupation**

TRAINEE SOLICITOR

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



*P. Alexander*

.....  
**Authorised Signatory**

**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

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

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

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

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

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

**THE SECOND SCHEDULE**  
**The Burland Category of Damage**

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain $\epsilon_{lim}$ (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion, Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells





DATED *27<sup>th</sup> APRIL* 2017

(1) ADAM KAYE

and

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

**AGREEMENT**  
relating to land known as  
Bagshot Sands, 17 Branch Hill, London NW3 7NA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980