

DATED

4 May

2017

(1) VBL REAL ESTATE 1 LIMITED

and

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

AGREEMENT
relating to land known as
9-13 Grape Street, London WC2H 8ED
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

1781.898



THIS AGREEMENT is made the 4th day of May 2017

B E T W E E N:

- i. **VBL REAL ESTATE 1 LIMITED** (incorporated in Jersey) of Second Floor, Charles Bisson House, 30-32 New Street, St Helier, Jersey, JE1 8FT (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 Numbers 126970, NGL445749 and NGL600783.
- 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 11 April 2016 and the Council resolved to grant permission conditionally under reference number 2016/2036/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 | "Affordable Housing" | low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | "the Affordable Housing Contribution" | the sum of £71,400 (seventy one thousand, four hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the Borough |
| 2.4 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.5 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 2.6 | "Construction Management Plan" | a plan setting out the measures that the Owner will adopt in undertaking the 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 with minimal 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 from any demolition of the existing buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure the protection and preservation of the adjoining listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

		(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
		(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
2.7	“the Construction Management Plan Implementation Support Contribution”	the sum of £1,140 (one thousand, one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.8	“the Construction Phase”	the whole period between (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion
2.9	“the Contributions”	the Affordable Housing Contribution, Construction Management Plan Implementation Support Contribution, Decentralised Energy Contribution and the Highways Contribution and “the Contribution” shall be construed accordingly
2.10	“the Council’s Considerate Contractor Manual”	the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building

activities in the London Borough of Camden

- 2.11 "the Decentralised Energy Network Contribution" the sum of £10,120 (ten thousand, one hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards establishing future decentralised energy networks across the borough
- 2.12 "the Development" Erection of a roof extension and change of use from office and photographic studios, gymnasium and gallery (together comprising a sui generis use), to office (Class B1) and associated works as shown on drawing numbers:- Ordinance survey map of 9-13 Grape Street; 1530-0001; 1530-0100; 1530-0101; 1530-0102; 1530-0103; 1530-0104; 1530-0105; 1530-0200; 1530-0201; 1530-0202; 1530-0203; 1530-0300; 1530-0301; 1530-0900; 1530-0901; 1530-0902; 1530-0903; 1530-0904; 1530-0905; 1530-0910; 1530-0911; 1530-0920; 1530-0921; 1530-1100 Rev E; 1530-1101 Rev E; 1530-1102 Rev E; 1530-1103 Rev E (Titled Second Floor Plan); 1530-1103 Rev D (Titled Third Floor Plan); 1530-1105 Rev E; 1530-1106 Rev E; 1530-1200 Rev A; 1530-1201 Rev C; 1530-1202 Rev A; 1530-1203 Rev A; 1530-1300 Rev D; 1530-0301 Rev C; Daylight and Sunlight Report , dated 5th April 2016 prepared by GIA; Letter dated 30th March 2016, prepared by BNP Paribas Real Estate; Environmental noise survey report dated 16 February 2016, prepared by Sandy Brown Associates; Energy Statement dated March 2016 (Revision 02); Sustainability Statement

dated March 2016 (Revision 07 Final); Breeam 2014 Non-Domestic Refurbishment & Fit Out - Summary of Performance & Rating - Rev: 02 14/03/2016; Email subject: 9-13 Grape Street - 2016/2036/P. Energy and Sustainability, prepared by Iain Buzza, dated 06/09/2016; Basement Impact Assessment June 2016, prepared by Fairhurst Consulting Engineers

2.13 "the Highways Contribution"

the sum of £4,072.76 (four thousand and seventy two pounds and seventy six 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 the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) repaving the footpath adjacent to the Property;
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development; and
- (c) any other works that may be requested by the Owner and approved by the Council;

all works will be subject to final measure 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

- 2.14 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act (such material operations to exclude ground investigations, site survey and preparation works and erection of any temporary fences and hoardings around the Property and the carrying out of reasonable stripping out works) and references to "Implementation" and "Implement" shall be construed accordingly
- 2.15 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 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 11 April 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/2036/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 9-13 Grape Street, London WC2H 8ED 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 "9-13 Grape Street – Energy Statement" dated March 2016

(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;

(c) include a pre-Implementation review by

an appropriately qualified recognised 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 recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) 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

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 (subject to clause 6.8) 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**

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to the Implementation Date to:
 - (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) submit to the Council for approval (which shall not be unreasonably withheld or delayed) a draft Construction Management Plan.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:
 - (i) received the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3 **DECENTRALISED ENERGY CONTRIBUTION**

4.3.1 On or prior to the Implementation Date to pay to the Council the Decentralised Energy Contribution in full.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Decentralised Energy Contribution in full.

4.4 **HIGHWAYS AND STREETWORKS CONTRIBUTION**

4.4.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.4.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval (such approval not to be unreasonably withheld or delayed).

4.4.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.4.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.4.5 Subject to receipt of the Highways Contribution, the Council shall procure that the Highways Works are carried out as soon as is reasonably practicable after practical completion of the Development (taking into account the timeframes necessary to procure a contractor).

4.4.6 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.4.7 On completion of the Highway Works the Council shall on request provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works and a breakdown detailing the Highways Works on which the Certified Sum has been spent.

4.4.8 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.

4.4.9 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

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 (whose approval is not to be unreasonably withheld or delayed) confirming that the measures incorporated in 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 from time to time 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 2016/2036/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan 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 2016/2036/P.
- 5.7 Payment of the Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting

the planning reference 2016/2036/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council

shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2016/2036/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property or the part of the Property to which the obligations relate but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the

Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

- 6.8 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.
- 6.9 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.
- 6.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.
- 6.11 The Council shall not use any part of the Contributions other than for the respective purposes for which the relevant Contribution was paid (whether by the Council or another party).
- 6.12 In the event that any of the Contributions has not been spent or committed for expenditure by the Council within 10 years following the date of issue of the Certificate of Practical Completion, the Council shall refund to the Owner who paid the relevant Contribution any part of the Contribution which has not been spent or committed for expenditure.

7. **RIGHTS OF THIRD PARTIES**

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

CONTINUATION OF AGREEMENT IN RELATION TO 9-13 GRAPE STREET

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

EXECUTED AS A DEED ON BEHALF OF)
VBL REAL ESTATE 1 LIMITED)
a company incorporated in JERSEY)
by CLARE LOUISE QUILLIAMS)
and PAUL MARTIN SINDLER)

)
) *Quilliams*
) **Authorised Signatory**

)
) *Sindler*
) **Authorised Signatory**

being persons who in accordance with
the laws of that territory are acting under
the authority of the company)
)
)
)

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

.....
R. 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/>

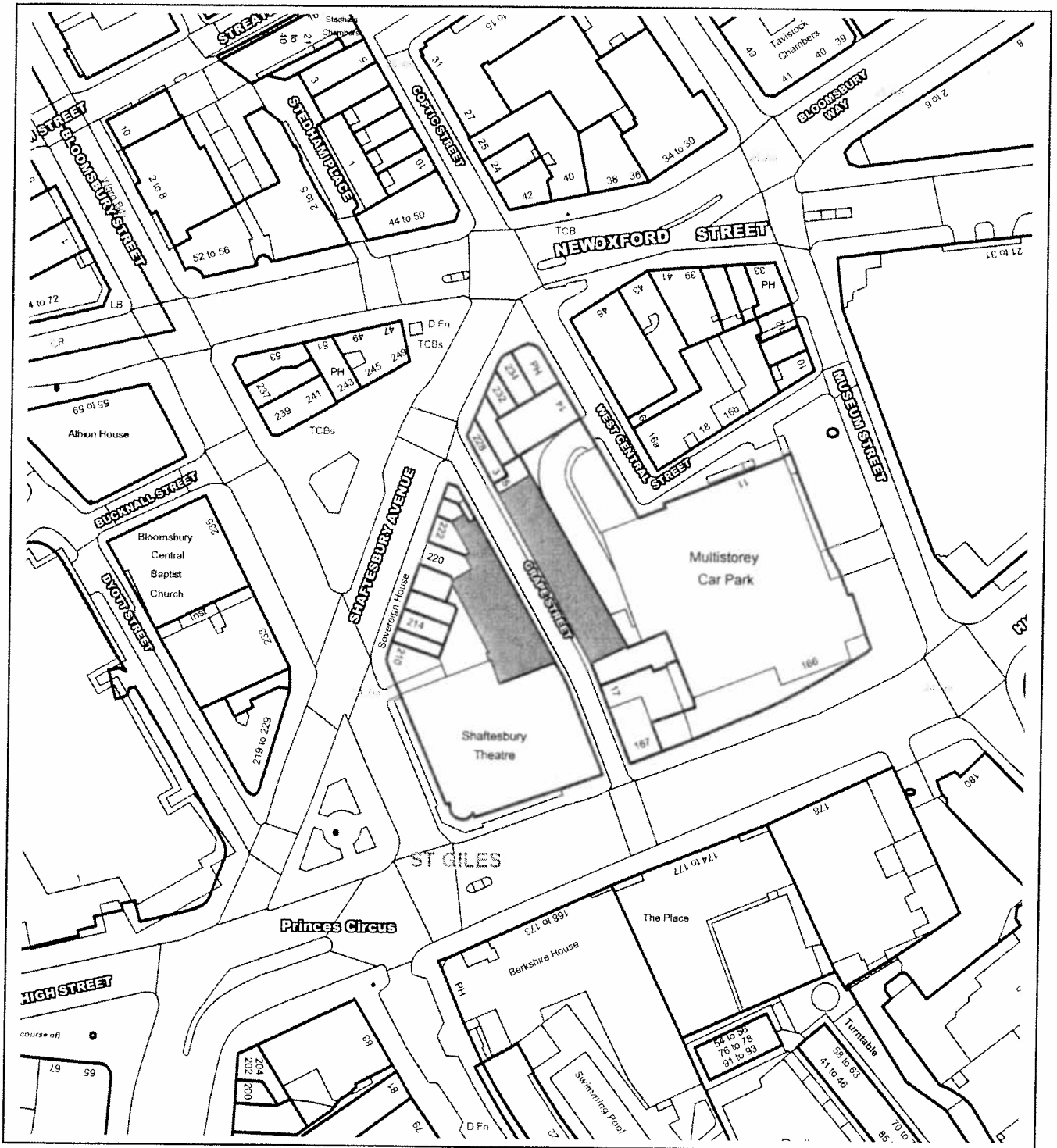
Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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



F. Alexander

NORTHGATE SE GIS Print Template



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Bilfinger GVA
65 Gresham Street
London
EC2V 7NQApplication Ref: **2016/2036/P**

04 April 2017

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**9-13 Grape Street
London
WC2H 8ED**

Proposal:

DECISION
Erection of a roof extension and change of use from office and photographic studios, gymnasium and gallery (together comprising a sui generis use), to office (Class B1) and associated works

Drawing Nos: Ordinance survey map of 9-13 Grape Street; 1530-0001; 1530-0100; 1530-0101; 1530-0102; 1530-0103; 1530-0104; 1530-0105; 1530-0200; 1530-0201; 1530-0202; 1530-0203; 1530-0300; 1530-0301; 1530-0900; 1530-0901; 1530-0902; 1530-0903; 1530-0904; 1530-0905; 1530-0910; 1530-0911; 1530-0920; 1530-0921; 1530-1100 Rev E; 1530-1101 Rev E; 1530-1102 Rev E; 1530-1103 Rev E (Titled Second Floor Plan); 1530-1103 Rev D (Titled Third Floor Plan); 1530-1105 Rev E; 1530-1106 Rev E; 1530-1200 Rev A; 1530-1201 Rev C; 1530-1202 Rev A; 1530-1203 Rev A; 1530-1300 Rev D; 1530-0301 Rev C; Daylight and Sunlight Report, dated 5th April 2016 prepared by GIA; Letter dated 30th March 2016, prepared by BNP Paribas Real Estate; Environmental noise survey report dated 16 February 2016, prepared by Sandy Brown Associates; Energy Statement dated March 2016 (Revision 02); Sustainability Statement dated March 2016 (Revision 07 Final); Breeam 2014 Non-Domestic Refurbishment & Fit Out - Summary of Performance & Rating - Rev: 02 14/03/2016; Email subject: 9-13 Grape Street - 2016/2036/P. Energy and Sustainability, prepared by Iain Buzza, dated 06/09/2016; Basement Impact Assessment June 2016, prepared by Fairhurst Consulting Engineers.

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 [Ordinance survey map of 9-13 Grape Street; 1530-0001; 1530-0100; 1530-0101; 1530-0102; 1530-0103; 1530-0104; 1530-0105; 1530-0200; 1530-0201; 1530-0202; 1530-0203; 1530-0300; 1530-0301; 1530-0900; 1530-0901; 1530-0902; 1530-0903; 1530-0904; 1530-0905; 1530-0910; 1530-0911; 1530-0920; 1530-0921; 1530-1100 Rev E; 1530-1101 Rev E; 1530-1102 Rev E; 1530-1103 Rev E (Titled Second Floor Plan); 1530-1103 Rev D (Titled Third Floor Plan); 1530-1105 Rev E; 1530-1106 Rev E; 1530-1200 Rev A; 1530-1201 Rev C; 1530-1202 Rev A; 1530-1203 Rev A; 1530-1300 Rev D; 1530-0301 Rev C; Daylight and Sunlight Report , dated 5th April 2016 prepared by GIA; Letter dated 30th March 2016, prepared by BNP Paribas Real Estate; Environmental noise survey report dated 16 February 2016, prepared by Sandy Brown Associates; Energy Statement dated March 2016 (Revision 02); Sustainability Statement dated March 2016 (Revision 07 Final); Breeam 2014 Non-Domestic Refurbishment & Fit Out - Summary of Performance & Rating - Rev: 02 14/03/2016; Email subject: 9-13 Grape Street - 2016/2036/P. Energy and Sustainability, prepared by Iain Buzza, dated 06/09/2016; Basement Impact Assessment June 2016, prepared by Fairhurst Consulting Engineers.]

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

- 4 The secure and covered cycle storage area for 16 spaces as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of the building and thereafter retained.

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.

- 5 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.

- 6 All windows and rooflights shall comprise obscure glazing, a sample of which must be submitted to, and approved in writing by, the Local Planning Authority before the relevant part of the development commences and shall be so maintained.

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.

- 7 Non-road mobile machinery

All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone) and DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, 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 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.
- 4 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.
- 5 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

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

Yours faithfully

Supporting Communities Directorate



DATED

4 May

2017

(1) VBL REAL ESTATE 1 LIMITED

and

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

A G R E E M E N T
relating to land known as
9-13 Grape Street, London WC2H 8ED
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

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