

DATED

1 December

2016

(1) ORIGIN HOUSING LIMITED

and

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

AGREEMENT

relating to land known as
Ashton Court 254-256 Camden Road London NW1 9HF
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

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CLS/COM/ESA/1781.451
S106 FINAL



THIS AGREEMENT is made the 1st day of December 2016

BETWEEN:

- i. **ORIGIN HOUSING LIMITED** (a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (registered no. IP10008R)) of St Richards House, 110 Eversholt Street, London NW1 1BS (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 274502 and Title Number 376001.
- 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 7 August 2015 and the Council resolved to grant permission conditionally under reference number 2015/4553/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.

1.7 The parties to this Agreement have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No.948 (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraph 204 of the NPPF and agree that the planning obligations it contains are:

- a) necessary to make the Development acceptable in planning terms;
- b) directly related to the Development; and
- c) fairly and reasonably related in scale and kind to the Development.

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 including social rented 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 Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 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 |

2.6 "Construction/Demolition 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 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 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
- (iii) amelioration and monitoring measures relating to effect on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

- (iv) amelioration and monitoring measures relating to 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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 Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.8 "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
- 2.9 "Construction Working Group" a working group to be convened in accordance with the requirements of the Construction Management Plan the objectives of which shall

be to address any requirements in relation to working hours and times of delivery to the Property during the Construction Phase and to hold regular meetings to liaise discuss advise and where appropriate make recommendations to the Owner in respect of matters relating to demolition and construction works associated with the Development in relation to the effect on the residents and occupants so as to minimise disruption and the effect on the local area

2.10 "the Development"

reconfiguration, part demolition and extension of sheltered accommodation (Class C3), consisting of 36 units (29 x studios, 6 x 1 bedroom and 1 x 2 bedroom) to provide 24 x 1 bedroom units (Class C3) and 5 x 2 bedroom mews houses (Class C3) as shown on drawing numbers:-
OH233-0-21 Rev P1; OH233-0-22 Rev P1;
OH233-0-23 Rev: P1 (Site/Location plan);
OH233-0-25 Rev P1; OH233-0-27 Rev P1;
OH233-2-11 Rev P2; OH233-2-13 Rev P2;
OH233-2-14 Rev P2; OH233-2-15 Rev P1;
OH233-2-16 Rev P1; OH233-2-17 Rev P1;
OH233-1-01 Rev P2; OH233-1-02 Rev P2;
OH233-1-05 Rev P3; OH233-1-06 Rev P1;
OH233-1-07 Rev P2; Solar Study (November 2015), Overshadowing Study (November 2015), Revised Mews Plans (November 2015), Plan Showing Cycle Storage in Mews/Plan Showing Revised Refuse Store Door (November 2015); Coloured Elevations (August 2015) OH233-4-02 Rev P1; Proposed View OH233-V-01, Proposed View OH233-V-02, Proposed View OH233-V-03, Proposed View OH233-V-04, Proposed View OH233-V-05 (3D views); Design and Access Statement Remodelling and Renovation with 5

New Mews Houses Ashton Court, Camden (August 2015), prepared by Archadia Chartered Architects; Affordable Housing Statement, prepared by JLL, received 24/09/2015; Tree Survey Plan (DFC P3353TSP) 27/10/14; Sustainability Statement, prepared by RPS Health Safety & Environment (RPS), dated 3rd August 2015; Breeam Domestic Refurbishment Pre-Assessment, prepared by RPS Health Safety & Environment (RPS), dated 3rd August 2015; Heritage Statement Of Significance, prepared by West Waddy ADP, dated June 2014; Ground Movement Assessment, prepared by Campbell Reith, dated July 2015; Geotechnical and Geoenvironmental Desktop, prepared by Campbell Reith, dated July 2015; Basement Impact Assessment, prepared by Campbell Reith, dated July 2015; Ground Movement Assessment, prepared by Campbell Reith, dated July 2015; Arboricultural Site Appraisal (DFCP 3353), prepared by DF Clark Bionomique Ltd 26th November 2014; Planning Statement, prepared by JLL, dated August 2015; Independent Review of Basement Impact Assessment, prepared by LBH Wembley, dated December 2015

2.11 “the Energy Efficiency and Renewable Energy Plan”

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

a) the incorporation of the measures set out in the submission document entitled Sustainability

Statement for Origin Housing and dated August 2015 by RPS to achieve a 17% 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 by the use of renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% 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) 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.

e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP 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;

f) measures to secure a review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP 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

g) 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 £22,154.40 (twenty two thousand one hundred and fifty four pounds and forty 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 and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) any damage caused by the carrying out of the Development directly adjacent to the site including the cobbled highway; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

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

2.13 "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 the boundary of the Property and the Public Highway
- 2.15 "Nominations Agreement" means an agreement with the Council for the nomination of persons for the Social Rented Housing Units in the form attached to the Second Schedule or such other form as agreed in writing between the Council and the Owner
- 2.15 "Occupation Date" the date when any part of the Development is occupied for the purposes for which the Planning Permission was granted and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.16 "the Parties" mean the Council and the Owner
- 2.17 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 7 August 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/4553/P subject to conclusion of this Agreement
- 2.18 "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

- 2.19 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.20 "the Property" the land known as Ashton Court 254-256 Camden Road London NW1 9HF the same as shown shaded grey on the plan annexed hereto
- 2.21 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.22 "the Public Open Space Contribution" the sum of £6,520 (six thousand five hundred and twenty pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of the Canteloves Gardens and/or the Camden Square public open space which are both within the vicinity of the Development
- 2.23 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.24 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.25 "Sheltered Units"

the 24 x 1 bedroom residential units (Class C3) Social Rented Housing Units to be provided for persons over 55 years of age (together with such person's spouse or partner who has been assessed to be in need of housing) as part of the Development

2.26 "the Sustainability Plan"

a plan including a 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 by RPS Health, Safety & Environment and dated 3 August 2015

(b) in respect of the Sheltered Units only 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 a Very Good 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 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 reasonable 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

2.27 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that:-

(i) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;

(ii) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and

(iii) the units are managed by a Registered Provider who has entered into a standard sheltered housing nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.28 "Social Rented Housing Units" the 24 (twenty-four) Sheltered Units forming part of the Development

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

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the 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 of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.
- 3.9 Where the agreement, approval, consent or expression of satisfaction is required by either parties under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Affordable housing**

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Social Rented Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.2 To ensure that the Social Rented Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator as the case may be.
- 4.1.3 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Social Rented Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;

- (ii) the works of construction conversion and fitting out of the Social Rented Housing Units have been completed in accordance with the requirement of sub-clause 4.1.1 hereof.

4.1.4 To ensure that the Social Rented Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time and in accordance with the Nominations Agreement.

4.1.5 The Registered Provider shall not dispose of its interest in the freehold or leasehold of the Social Rented Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.2 **Car Free**

4.2.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

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

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

4.3 **Construction/Demolition Management Plan**

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 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.

4.4 **Construction Working Group**

- 4.4.1 From the date of execution of this Agreement (unless otherwise agreed in writing with the Council) the Owners are to invite the following to become members of the Construction Working Group at their own expense:
- (a) representatives of the current residents of Ashton Court 254-256 Camden Road London NW1 9HF subject to a maximum of five (5) persons
 - (b) local Ward Councillors
 - (c) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time

- (d) any other person or persons having a direct interest in the management of the Construction Phase as the case may be reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.4.2 To

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Construction Working Group and shall attend all meetings of the Construction Working Group;
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents institutions and businesses other interested parties about the operation of the Construction Working Group such person to organise and attend all meetings of the Construction Working Group; and
- (c) ensure an appropriate venue within the Property is procured for each meeting of the Construction Working Group.

4.4.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Working Group to all members of such Construction Working Group.

4.4.4 To ensure that meetings of the Construction Working Group shall take place prior to submission of the Construction Management Plan and at regular intervals as the Construction Working Group decides during the Construction Phase ALWAYS PROVIDED that any member of the Construction Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Construction Working Group and a meeting of the Construction Working Group so convened shall consider matters specified in the notice as requiring discussion.

4.4.5 To ensure that accurate written minutes are kept of each meeting of the Construction Working Group recording discussion and any decisions taken by the Construction Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within ten (10) days of each meeting).

4.4.6 In the event of the majority of members of the Construction Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase the Owner agrees to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Working Group of this fact together with written reasons as to why this is the case.

4.5 **Energy Efficiency and Renewable Energy Plan**

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

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

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

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 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.

4.6 **Highways Contribution**

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

4.6.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

- 4.6.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.6.3 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.6.4 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.6.5 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.6.6 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.
- 4.6.7 If the Highway Contribution exceeds the Certified Sum then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the excess.

4.7 **Public Open Space**

- 4.7.1 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.
- 4.7.2 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.

4.8 **Sustainability Plan**

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.8.2 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.

- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property PROVIDED that such approval by the Council shall not be unreasonably withheld or delayed.
- 4.8.4 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 (as may be amended with approval from 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 2015/4553/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 2015/4553/P.
- 5.7 Payment of the contributions pursuant to Clause 4.6 and 4.7 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 2015/4553/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B")

multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/4553/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 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.

- 6.5 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 has parted with its interest in the Property (or in part of the Property) but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.6 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 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.

MORTGAGEE EXEMPTION

- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee or receiver (“collectively the Chargee”) of the Registered Provider of the Social Rented Housing Units nor any receiver (including an administrative receiver) appointed by such Chargee or on any person deriving title from such receiver or Chargee enforcing its security PROVIDED that the following conditions have been satisfied:

- (i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative

receiver shall give notice to the Council of its intention to dispose ("the Default Notice").

- (ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify and locate another Registered Provider to agree to take a transfer of the Social Rented Housing Units PROVIDED THAT in identifying and locating another Registered Provider the Council shall have given due recognition to the interests of the Chargee to recover any outstanding monies due to the Chargee under the charge or mortgage including all principal monies, interest and costs.
- (iii) If the Council having failed to identify and locate another Registered Provider ready able and willing to take a transfer of the Social Rented Housing Units (pursuant to clause 6.9 hereof) within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Social Rented Housing Units as appropriate or otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement and any Nominations Agreement shall be determined in relation to the Social Rented Housing Units and shall cease to bind the Social Rented Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Social Rented Housing Units after the procedure set out in this sub clause has been followed shall not be bound by the restrictions contained in Clause 4.1 or any Nominations Agreement and neither will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2015/4553/P for the Default Notice to be properly served:-

- (i) The Chief Executive;
- (ii) The Director of Culture and Environment;
- (iii) The Assistant Director Regeneration and Planning;
- (iv) The Planning Obligations Monitoring Officer; and

(v) The Borough Solicitor.

7. **JOINT AND SEVERAL LIABILITY**

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

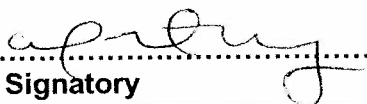
8. **RIGHTS OF THIRD PARTIES**

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

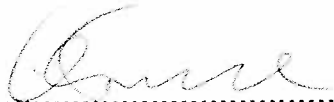
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
THE COMMON SEAL of)
ORIGIN HOUSING LIMITED)
was hereunto affixed in the presence of)

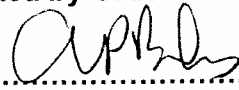
4484

..... 
Authorised Signatory



..... 
Authorised Signatory

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

..... 
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



London borough of Camden Sheltered nominations agreement

The Council is committed to a Choice-based lettings scheme not only within the borough but also to other boroughs where the Council has nomination rights.

This agreement is intended to cover sheltered housing allocations made via the Choice-based lettings scheme "Home Connections" and may be subject to further revisions.

The generic term "housing associations" is used throughout this document to refer to both housing associations and housing co-operatives.

This document will be reviewed annually.

For further information please contact:

Housing Commissioning & Partnerships Team
5th Floor
5 Pancras Square
London N1C 4AG

Tel: 020 7974 6425
Rizwan.Siddiqui@camden.gov.uk

Contents

	Page
Aims and objectives	3
The scope of this agreement	4
Section A – The nominations agreement	5
Standard nominations quotas	5
Exceptions to the standard nominations quotas	5
Choice-based lettings	5
Preventing discrimination	6
Racial harassment	6
Adaptations	6
Balanced sustainable communities	7
Monitoring and review	7
Liaison and information	7
Section B – The Nominations Process	8
Informing the Council of available units	8
Nominating prospective tenants	9
Contacting nominees	10
Rejections	10
Results	10
Nominations to housing co-operatives	11
Nominations to BME housing associations and co-ops	11
Additional information	11
Appendices	
1. Definition of net lets (true voids)	
2. Information on joining CBL	
3. Lettings monitoring form (3a) Codes for lettings (3b)	
4. Allocations team structure chart	
5. Nominations request form	
6. Housing association shortlist form	

Aims and objectives

This document sets out policies and procedures agreed between housing associations working in Camden and the Council, for nomination by the Council of prospective tenants for vacant sheltered housing association homes.

The aims of this document are:

- To assist the Council and housing associations in working together to address sheltered housing need in Camden
- To maximise the number of households nominated by the Council to housing associations
- To improve liaison between the Council and housing associations on nominations issues
- To ensure that housing association homes are let as quickly as possible to appropriate nominees
- To facilitate the participation of housing associations in Camden's choice-based lettings scheme "Home Connections"
- To improve nominations and other allocations procedures
- To improve the service and information provided to potential nominees
- To ensure equal opportunities in the nominations process.

The scope of this agreement

All housing associations that own and/or manage permanent sheltered accommodation in the London Borough of Camden or outside the borough that is/was funded by the Council (e.g. local authority social housing grant – LASHG, from central government and disbursed by the Council), are expected to participate fully in the aims and objectives of this agreement

Section A - The nominations agreement

Housing associations undertake to make available to the Council for nominations, a standard quota of all vacant properties, through participation in "Home Connections" or (where applicable) through the standard nominations process as laid out in this document.

Standard nominations quotas

For initial allocation of newly built or acquired schemes - 100% of all units.

For subsequent allocations:

- 100% of bedsit and one bed net let¹ vacancies
- 50% of 2 bed and larger net let vacancies

Exceptions to the standard nominations quotas

Special nominations agreements

Where different nominations percentages have been agreed on specific developments, the percentages will supersede those in the nominations agreement, but all other aspects of the agreement will apply to the nominations process. The Council undertakes to record special nominations agreements against relevant properties on its housing association stock profile for monitoring purposes, and expects that housing associations will also keep accurate records and let all properties in accordance with the agreed percentages.

Increased quotas

The Council may request from time to time that housing associations increase their quotas of nominations in order to meet pressing housing need in the borough.

Any such request will be carried out in full consultation with housing associations.

Choice-based lettings

All units let in Camden are let through Choice-based lettings (CBL) on a weekly basis, and housing association tenants as well as Council nominees can bid for properties through this process once they have registered on Camden's housing register. Housing associations are asked to agree to participate in Choice-based lettings in the following ways:

¹ 'Net let' also known as 'true void'. Net lets are properties available for the Council to nominate to. Voids that fall outside this category include; mutual exchange, returning decants and housing association management transfers. Please refer to Appendix 1.

- All units to which the Council's nomination percentages applies will only be advertised and let through choice-based lettings except in exceptional circumstances and with agreement of the housing association.
- The housing association makes an agreement to let all voids through Choice-based lettings. Where agreed, this arrangement will also be extended to cover other boroughs taking part in CBL as agreed by all parties. In this instance the standard nominations quotas will be suspended, e.g. sub regional nominations agreements for strategic developments.

Further information is available at Appendix 2.

Preventing discrimination

Both the Council and housing associations are strongly committed to avoiding discrimination on the grounds of race, colour, religion, sex, sexual orientation, age or disability.

Any applicant, from whatever rehousing route (e.g. council tenant, housing association tenant, housing register applicant), may be nominated to a housing association sheltered property from the Council if they qualify for this type of housing.

All nominees with whom housing associations make personal contact will be asked to complete a monitoring form and housing associations will record the ethnic origin of all nominees who take up a tenancy. The Council will monitor this information and include it in its annual report on housing association and co-operative lettings.

Racial harassment

Housing associations will inform the permanent allocations team, and nominees, if there have been incidents of racial harassment in relation to a property for which they have been nominated and the ethnic origin of the harassed household.

Adaptations

Housing associations will undertake to carry out and fund any adaptations where an adult social care occupational therapist (OT) has recommended them for an incoming nominee. This is to enable the nominee to make the fullest use of their home, comply with the Equality Act 2010, and improve the nominee's quality of life.

If there is any difficulty regarding the carrying out of such adaptations, the housing association undertakes to liaise with the allocations OT, at the earliest stage, with the aim of resolving any difficulties and completing the works as soon as possible.

Balanced sustainable communities

The Council and housing associations are committed to working together to create sustainable communities within the strategic framework of the Housing Strategy and the Camden plan.

Monitoring and review

Each housing association will complete and return to the Council the lettings return form shown at Appendix 3 on an annual basis. Housing associations with more than 500 units in the Borough and those with nomination "debts" to the Council will be asked to submit quarterly lettings returns.

The Council will use quarterly and annual lettings returns to monitor nominations performance against the quotas agreed. The Council will produce an annual report for all housing association lettings for the period 1st April – 31st March and circulate to all housing associations.

Housing associations are encouraged to undertake their own reviews of nominations performance.

The Council and housing associations will keep the nominations process under continual review. Any policy difference or proposed changes to this document will be discussed in consultation with the housing associations.

ICT

The Council undertakes to keep records of all housing association properties and associated nominations agreements in the borough on its housing association stock profile database, and to cross-reference this information with the Council's I.T. system in order for nominations processes to be streamlined and integrated.

Liaison and Information

The Council and housing associations will meet as required to discuss nominations performance and related issues.

The Council and housing associations should ensure that all staff that deal with nominations receive appropriate training and in particular are familiar with this document. The Council will provide briefing sessions if required.

The Council will make information available to all applicants about housing associations that operate in the borough.

Section B - The nominations process

The Council has an allocations service of three teams, one relating to permanent allocations (CBL process), a verifications team and the third involves placements into temporary accommodation of Part VII homeless applicants. Each team is managed by a team manager and headed overall by the allocations service manager. The permanent allocations team has allocations officers who are responsible for the CBL process for all general need and sheltered voids. The verifications team is responsible for verifying housing applications, this is normally carried out when an applicant has viewed and expressed an interest in accepting a property. There is also an allocations occupational therapist in the service who is responsible for identifying and making nominations for wheelchair adapted units. Details of a structure chart are shown on Appendix 4.

The nominations process consists of three stages:-

1. The housing association offers the Council a vacancy using the nominations request form i.e. Appendix 5. A photo of the property is also needed for the advert.
2. The permanent allocations team will provide the housing association with a shortlist of 6 applicants i.e. Appendix 6, in priority order, derived from the bids made on the property by applicants when advertised. Information will be included as to whether or not a nominee requires verification.
3. The housing association contacts the nominee(s), arranges the viewing(s) of the property, and informs the Council of the outcome. The housing association should not offer the vacancy to the nominee until Camden Allocations has confirmed verification has been completed and that they may proceed with the offer.

Informing the Council of available units.

Housing associations undertake to inform the Council of vacant properties at the earliest opportunity. Details should be provided on the standard form - via email. If this is not possible, details can be phoned through but the form should also be sent at the same time for confirmation. In exceptional circumstances that require special lettings conditions, the housing association should enter discussions with housing partnerships at least 4-6 weeks in advance of handover, and this should be highlighted on the form.

The form should be sent to allocations@camden.gov.uk with a photo image of the property. All properties to be advertised on a Thursday, when the bidding cycle begins, must get to the allocations team before 5.00pm on the Friday before, to ensure they go in the advert. The bidding cycle runs from Thursday to Monday midnight. The form should be completed fully, any delay on providing property details may affect how soon the property is advertised and we may have to advertise in the next bidding cycle. We cannot advertise a property if there is missing information.

In the case of newly-built, acquired or rehabilitated dwellings, the housing association should serve notice **eight weeks** and for larger developments **12 weeks** prior to availability, or agree a reasonable time period in conjunction with the allocations service and housing partnerships team.

In the case of new wheelchair properties, the allocations occupational therapist should be contacted at all key stages (planning, specification, installation) so as to ensure the properties are in accordance with the therapist's specifications. Please note that not all wheelchair units are advertised through CBL and for some there will be direct offers.

Nominating prospective tenants

Choice based Lettings

A shortlist of applicants will be sent to the housing association within three days of the close of bidding. The allocations team will send the housing association a list of 6 applicants, in order of priority, by email. Where the scheme is large with several same sized units, fewer applicants will be identified for each unit. The housing association will contact the shortlisted applicants to arrange the viewing times.

Information on the applicants

If any nominee is known to have a history of violent behaviour, the allocations team will send any relevant risk information with the nominee's details. The allocations team will also advise the housing association of any support needs where known. Otherwise confidential information not relevant to a nominee's housing application will not be passed on without the applicant's consent.

Should any information about a nominee be incomplete or incorrect (for example a wrong or incomplete address), the Council will make relevant checks and give the housing association the correct information.

If necessary, a further selection of bidders will be supplied by the Council within two full working days of the request being made.

If two 'viewing groups' fail to result in a successful letting, the housing association may at its discretion find a tenant from another source. The housing association will owe a nomination as a result, to be "repaid" by substituting another property. Reasons for the failure should be discussed between the housing association and the allocations team.

The housing association will provide named relevant contacts and e-mail addresses and telephone numbers for their staff in case of a query by the allocations team.

Verifying applicants

The housing association will not be able to sign the nominee up to a tenancy until confirmation has been received that the verification visit has been conducted successfully and they have been notified.

Contacting nominees

The housing association will contact all shortlisted applicants and arrange for them to view the property, either all together or individually. After viewing, the property can be offered to the highest priority applicant that accepts it.

Rejections

The housing association should accept the Council's selection of nominees and it should not be necessary for any nomination to be rejected, except in the following circumstances:

- The circumstances of the household have changed since the Council last assessed them
- New information about the household's circumstances has come to light
- The Council has provided inaccurate information
- The housing association has provided inaccurate information about the vacancy
- A bid made under CBL is clearly unsuitable for the vacancy and would break statutory requirements or endanger the health and safety of any occupants.

In these cases the nomination should be returned to the Council, providing the reasons why, who will then supply a new nomination.

Other cases may be less clear-cut, and there may be an element of doubt about the suitability of the household for the vacancy. In such cases the housing association must discuss the matter with the permanent allocations team manager to reach a mutual agreement as to whether to proceed with, or withdraw the nomination.

Once a nomination has been made, the housing association must not allocate the property to anyone other than the nominated household without first obtaining confirmation from the allocations team, and showing good reasons for their actions.

If a viewing is cancelled by the housing association, then they are responsible for contacting the clients and informing the Council of the new viewing date.

Results

The housing association must inform the allocations team, by email, of the results of all the shortlisted applicants within 2 working days of the property being viewed and accepted. The allocations team will need to record who attended the viewings, who refused the property and why and who accepted it. The housing association must supply an expected tenancy date and, if not immediately available, as soon as one is set. If there is more than a week's delay in providing a tenancy start date the housing association should notify Camden allocations and keep them informed of any delays.

The housing association will be responsible for confirming the outcome of the viewing.

Nominations to housing co-operatives

Co-operatives undertake to supply the Council with up-to-date information on the co-operative and conditions of membership.

The Council undertakes to share this information with nominees to housing co-ops, and where properties are advertised through the choice-based lettings system to include as much information as possible in the advert about the co-op and conditions of membership.

Nominations to Black & Minority Ethnic (BME) housing associations and co-ops

BME organisations undertake to supply the Council with up-to-date information on their allocations policy as set out in their written constitutions.

The Council undertakes to share this information with nominees to BME housing organisations and where properties are advertised through the choice-based lettings system, to include as much information as possible in the advert about the organisation.

The Nominations Agreement will become effective from the ...10/8/2016...

The London Borough of Camden wishes to enter into the attached Agreement with.....Origin Housing.....

The Director of Housing Support Services holds the authority to sign on behalf of the London Borough of Camden.

If you should have any queries regarding the Agreement then please do not hesitate to contact the Housing Partnerships Team.
Telephone 0207 974 6425.

L.B. Camden - Director Housing Support Services



Rhys Makinson

Name (of housing association/co-op)

.....Origin Housing.....

Designated Officer & position

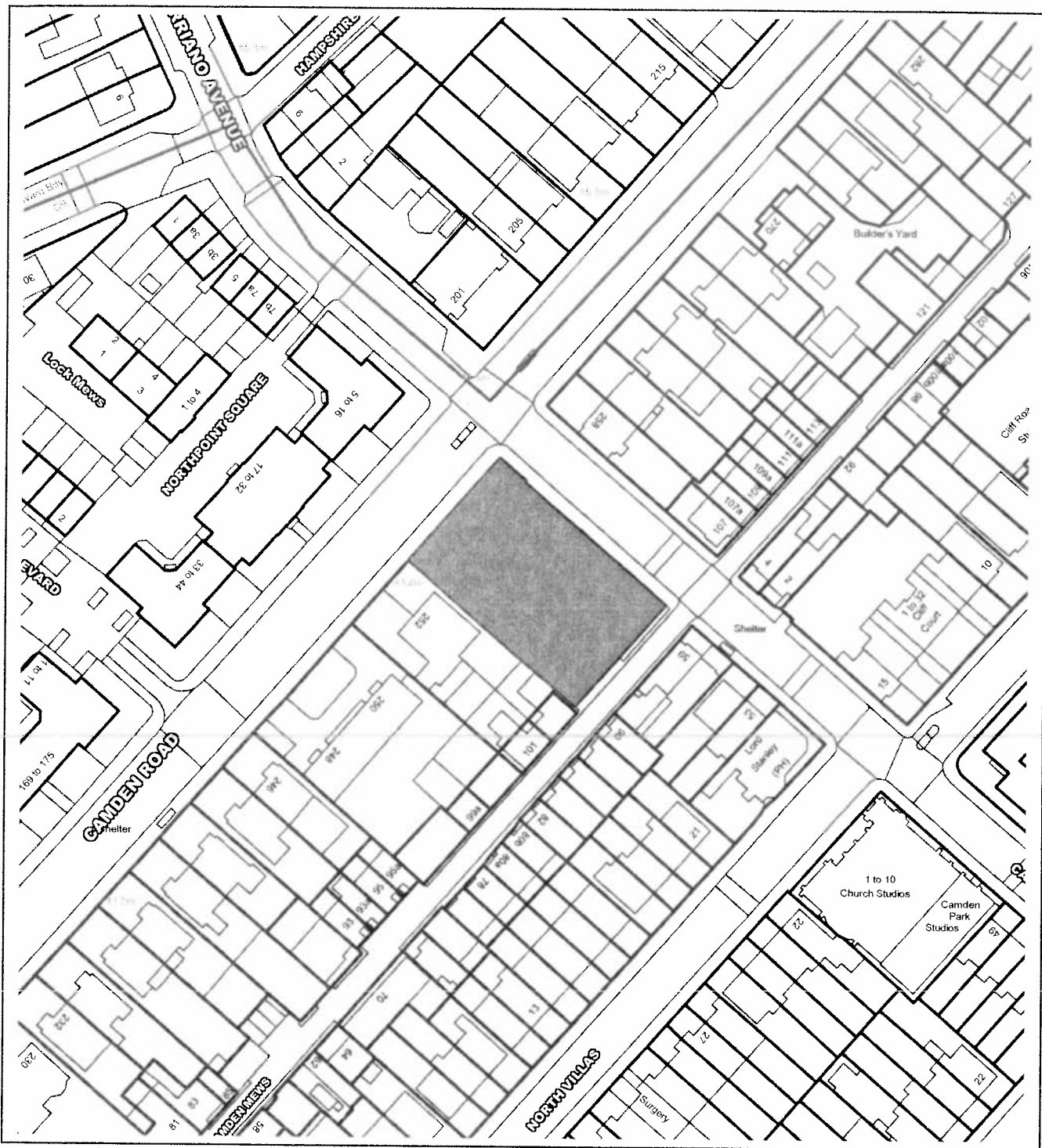
.....Katri Wilson, Assistant Director Care & Support.....

Address

.....8 Nora Leverton Court.....

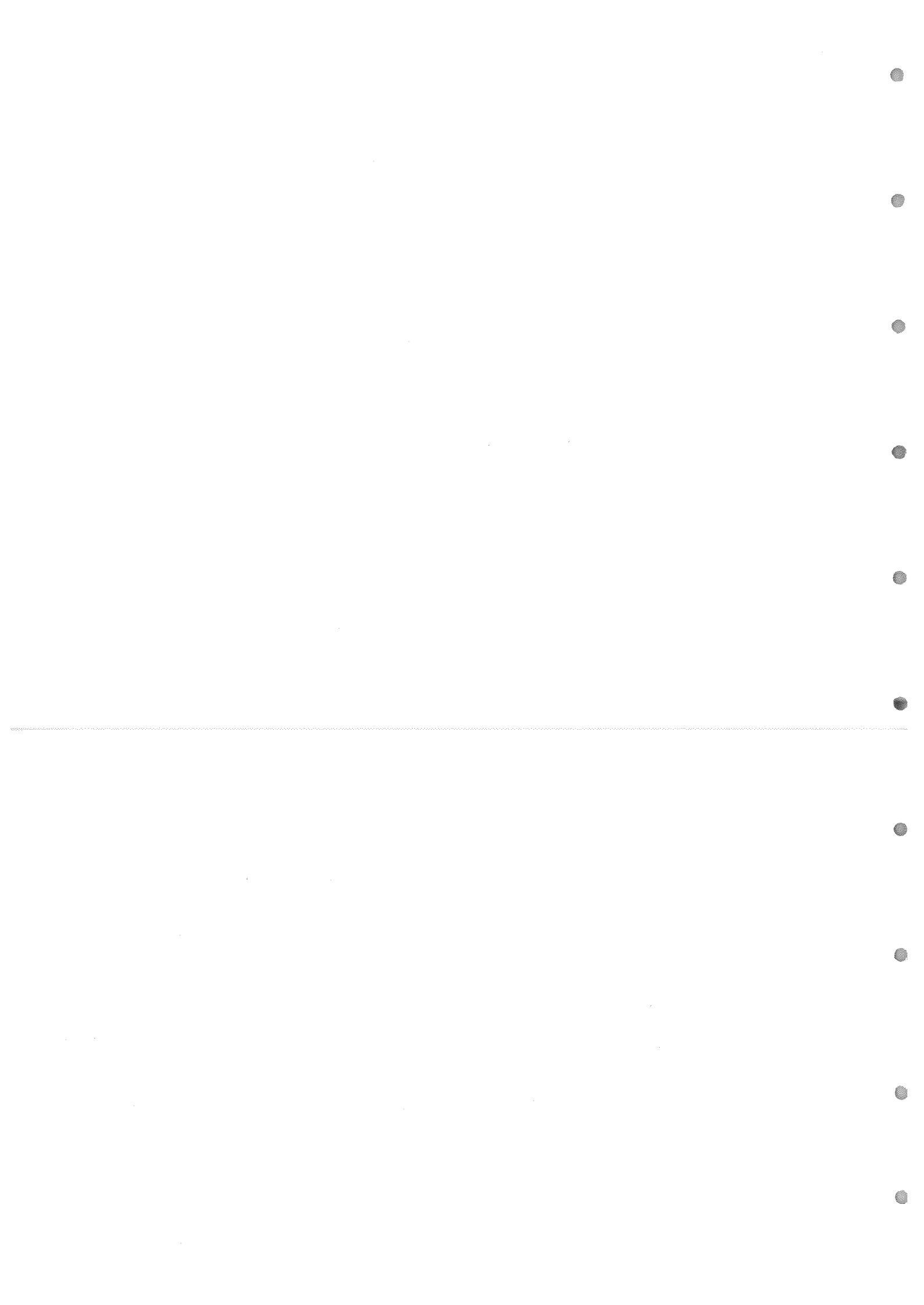
.....Randolph St, London NW1 0TS.....

NORTHGATE SE GIS Print Template



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Op Bhs



JLL
30 Warwick Street
London
W1B 5NH

Application Ref: **2015/4553/P**

18 November 2016

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:

Ashton Court
254-256 Camden Road
London
NW1 9HF

Proposal:

DECISION
Reconfiguration, part demolition and extension of sheltered accommodation (Class C3), consisting of 36 units (29 x studios, 6 x 1 bedroom and 1 x 2 bedroom) to provide 24 x 1 bedroom units (Class C3) and 5 x 2 bedroom mews houses (Class C3).

Drawing Nos: OH233-0-21 Rev P1; OH233-0-22 Rev P1; OH233-0-23 Rev: P1 (Site/Location plan); OH233-0-25 Rev P1; OH233-0-27 Rev P1; OH233-2-11 Rev P2; OH233-2-13 Rev P2; OH233-2-14 Rev P2; OH233-2-15 Rev P1; OH233-2-16 Rev P1; OH233-2-17 Rev P1; OH233-1-01 Rev P2; OH233-1-02 Rev P2; OH233-1-05 Rev P3; OH233-1-06 Rev P1; OH233-1-07 Rev P2; Solar Study (November 2015), Overshadowing Study (November 2015), Revised Mews Plans (November 2015), Plan Showing Cycle Storage in Mews/Plan Showing Revised Refuse Store Door (November 2015); Coloured Elevations (August 2015) OH233-4-02 Rev P1; Proposed View OH233-V-01, Proposed View OH233-V-02, Proposed View OH233-V-03, Proposed View OH233-V-04, Proposed View OH233-V-05 (3D views); Design and Access Statement Remodelling and Renovation with 5 New Mews Houses Ashton Court, Camden (August 2015), prepared by Archadia Chartered Architects; Affordable Housing Statement, prepared by JLL, received 24/09/2015; Tree Survey Plan (DFC P3353TSP) 27/10/14; Sustainability Statement, prepared by RPS Health Safety & Environment (RPS), dated 3rd August 2015; Bream Domestic Refurbishment Pre-Assessment, prepared by RPS Health Safety & Environment (RPS), dated 3rd August 2015; Heritage Statement Of Significance, prepared by West

Waddy ADP, dated June 2014; Ground Movement Assessment, prepared by Campbell Reith, dated July 2015; Geotechnical and Geoenvironmental Desktop, prepared by Campbell Reith, dated July 2015; Basement Impact Assessment, prepared by Campbell Reith, dated July 2015; Ground Movement Assessment, prepared by Campbell Reith, dated July 2015; Arboricultural Site Appraisal (DFCP 3353), prepared by DF Clark Bionomique Ltd 26th November 2014; Planning Statement, prepared by JLL, dated August 2015; Independent Review of Basement Impact Assessment, prepared by LBH Wembley, dated December 2015

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 policies 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 [OH233-0-21 Rev P1; OH233-0-22 Rev P1; OH233-0-23 Rev: P1 (Site/Location plan); OH233-0-25 Rev P1; OH233-0-27 Rev P1; OH233-2-11 Rev P2; OH233-2-13 Rev P2; OH233-2-14 Rev P2; OH233-2-15 Rev P1; OH233-2-16 Rev P1; OH233-2-17 Rev P1; OH233-1-01 Rev P2; OH233-1-02 Rev P2; OH233-1-05 Rev P3; OH233-1-06 Rev P1; OH233-1-07 Rev P2; Solar Study (November 2015), Overshadowing Study (November 2015), Revised Mews Plans (November 2015), Plan Showing Cycle Storage in Mews/Plan Showing Revised Refuse Store Door (November 2015); Coloured Elevations (August 2015) OH233-4-02 Rev P1;

Proposed View OH233-V-01, Proposed View OH233-V-02, Proposed View OH233-V-03, Proposed View OH233-V-04, Proposed View OH233-V-05 (3D views); Design and Access Statement Remodelling and Renovation with 5 New Mews Houses Ashton Court, Camden (August 2015), prepared by Archadia Chartered Architects; Affordable Housing Statement, prepared by JLL, received 24/09/2015; Tree Survey Plan (DFC P3353TSP) 27/10/14; Sustainability Statement, prepared by RPS Health Safety & Environment (RPS), dated 3rd August 2015; Breeam Domestic Refurbishment Pre-Assessment, prepared by RPS Health Safety & Environment (RPS), dated 3rd August 2015; Heritage Statement Of Significance, prepared by West Waddy ADP, dated June 2014; Ground Movement Assessment, prepared by Campbell Reith, dated July 2015; Geotechnical and Geoenvironmental Desktop, prepared by Campbell Reith, dated July 2015; Basement Impact Assessment, prepared by Campbell Reith, dated July 2015; Ground Movement Assessment, prepared by Campbell Reith, dated July 2015; Arboricultural Site Appraisal (DFCP 3353), prepared by DF Clark Bionomique Ltd 26th November 2014; Planning Statement, prepared by JLL, dated August 2015; Independent Review of Basement Impact Assessment, prepared by LBH Wembley, dated December 2015]

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) Plan, elevation and section drawings, including jambs, head and cill, of all new external windows and doors at a scale of 1:10 with typical glazing bar details at 1:1.
 - b) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.
 - c) Samples and manufacturer's details of all new facing materials including brickwork and windows and door units shall be submitted to and approved by the local planning authority prior to commencement of the development and implemented in accordance with any such approval.

The sample panel of brickwork shall be no less than 1m by 1m including junction with window opening demonstrating the proposed colour, texture, face-bond, pointing, expansion joints and vertical and horizontal banding, shall be erected on site for inspection for the local planning authority.

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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 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 development commences, details of secure and covered cycle storage area for 4 cycles located alongside Camden Park Road shall be submitted to and approved by the local planning authority. The approved facility alongside Camden Park Road and 10 internal cycle spaces (2 per dwelling house) shall thereafter be provided in its entirety prior to the first occupation of the sheltered accommodation or permanent residential dwelling houses, whichever is sooner, 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.

- 9 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The market units hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (2) in relation to accessible dwellings and shall be maintained thereafter.

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.

- 11 The market residential development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation of the relevant part of the development, evidence demonstrating that this has been achieved shall be submitted 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 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water).

- 12 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work). 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 the preservation of the amenity value and health of the tree(s).

- 13 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London

Borough of Camden Local Development Framework Development Policies.

- 14 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Prior to the end of the next available planting season, replacement tree(s) planting shall be carried out in accordance with details of replanting species, position, date and size, where applicable, that have first been submitted to and approved by the local planning authority in writing.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 16 The pavement level rooflights located along Camden Mews shall be flush with the pavement and fixed shut.

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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 17 At least 28 days before development commences:
- (a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing; and
 - (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to

and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 18 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 based on a 1:100 year event with 30% provision for climate change. The system shall be implemented as part of the development and thereafter retained and maintained.

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.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable

housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 4 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 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.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Yours faithfully

Supporting Communities Directorate

Executive Director Supporting Communities



DATED

1 December

2016

(1) ORIGIN HOUSING 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

**Ashton Court 254-256 Camden Road London NW1 9HF
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
Town Hall
Judd Street
London WC1H 9LP

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