

DATED

12 May

2017

(1) GFZ PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK LIMITED

and

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

A G R E E M E N T

relating to land known as

7 WARWICK COURT LONDON WC1R 5DJ

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

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

Tel: 020 7974 5680
Fax: 020 7974 1920

CLS/PT/1781.916



THIS AGREEMENT is made the 12th day of May 2017

B E T W E E N:

- i. **GFZ PROPERTIES LIMITED** (Co. Regn. No. 08364698) whose registered office is at 2 St. Andrews Place Southover Road Lewes BN7 1UP (hereinafter called "the Owner") of the first part
- ii. **EFG PRIVATE BANK LIMITED** (Co. Regn. No.2321802) of Leconfield House Curzon Street London W1J 5JB (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN54886 subject to a charge to the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 A Planning Application for the Development of the Property was submitted to the Council and validated on 08 July 2016 and the Council resolved to grant permission conditionally under reference number 2016/3848/P subject to conclusion of this legal Agreement.
- 1.3 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.
- 1.4 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.5 The Mortgagee as mortgagee under a legal charge registered under Title Number LN54886 and dated 10 November 2014 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking 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 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 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 effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (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

2.5 "the Construction Management
Plan Implementation Support
Contribution"

the sum of £1,140.00 (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

2.6 "the Construction Phase"

the whole period between

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

2.7 "the Council's Considerate
Contractor Manual"

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

2.8 "the Development"

change of use from office (Class B1a) to create 5 no. self-contained flats (2x 1-bed, 2x 2-bed and 1x 3-bed) (Class C3) demolition and replacement of rear extension including new rear terrace at third floor level and associated works as shown on drawing numbers:- P_00 Rev. A; P_01 Rev E; P_02 Rev. D; P_03 Rev. D; P_04 Rev. F; P_05 Rev. D; P_06 Rev. D; D_07 Rev. D; P_07 Rev. D; D_08 Rev. D; P_08 Rev. D;

P_09 Rev. D; D_11 Rev. D; P_11 Rev. E; P_12 Rev. D; P_14 Rev. D; D_15 Rev. D; P_15 Rev. D; P_16 Rev. A; P_17 Rev. A; P_18 Rev. A; P_19, P_20, P_21

2.9 "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

2.10 "Occupation Date"

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

2.11 "the Parties"

mean the Council, the Owner and the mortgagee

2.12 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 08 July 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3848/P subject to conclusion of this Agreement

2.13 "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

2.14 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.15 "the Property" the land known as 7 Warwick Court London WC1R 5DJ the same as shown shaded grey on the plan annexed hereto
- 2.16 "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
- 2.17 "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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 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.

4. OBLIGATIONS OF THE OWNER

4.1. CAR FREE

- 4.1.1. 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.
- 4.1.2. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.1.3. On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

4.2. 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 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.

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 2016/3848/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 2016/3848/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4.8 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

4.2
RM

relates quoting the planning reference 2016/3848/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

5.8 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, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2016/3848/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 or the mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

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

7. **MORTGAGEE EXEMPTION**

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

8. **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 and the Mortgagee have executed this instrument as their Deed the day and year first before written


EXECUTED AS A DEED BY
GFZ PROPERTIES LIMITED
in the presence of:
acting by a Director and its Secretary
or by two Directors

in the presence of :-
.....

Director

.....

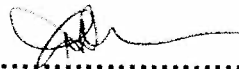
Director/Secretary

)
)
)
)
)


Elhil
FAYRUR CAHILL
SOLICITOR
44 Southampton Building
Luton
LU2A 1AP

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
7 WARWICK COURT LONDON WC1R 5DJ

EXECUTED as a Deed)
EFG PRIVATE BANK LIMITED)
By)
in the presence of:-)


.....

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

R. Alexander
.....

Authorised Signatory



**THE 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

R. Alexander

7 Warwick Court London WC1R 5DJ



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MWA
66-68 Margaret Street
London
W1W 8RZApplication Ref: **2016/3848/P**

05 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 AGREEMENTAddress:
7 Warwick Court
London
WC1R 5DJ

DECISION

Proposal:
Change of use from office (Class B1a) to create 5 no. self-contained flats (2x 1-bed, 2x 2-bed and 1x 3-bed) (Class C3); demolition and replacement of rear extension including new rear terrace at third floor level; and associated works

Drawing Nos: P_00 Rev. A; P_01 Rev. E; P_02 Rev. D; P_03 Rev. D; P_04 Rev. F; P_05 Rev. D; P_06 Rev. D; D_07 Rev. D; P_07 Rev. D; D_08 Rev. D; P_08 Rev. D; P_09 Rev. D; D_11 Rev. D; P_11 Rev. E; P_12 Rev. D; P_14 Rev. D; D_15 Rev. D; P_15 Rev. D; P_16 Rev. A; P_17 Rev. A; P_18 Rev. A; P_19, P_20, P_21

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 The development hereby permitted shall be carried out in accordance with the following approved plans: P_00 Rev. A; P_01 Rev E; P_02 Rev. D; P_03 Rev. D; P_04 Rev. F; P_05 Rev. D; P_06 Rev. D; D_07 Rev. D; P_07 Rev. D; D_08 Rev. D; P_08 Rev. D; P_09 Rev. D; D_11 Rev. D; P_11 Rev. E; P_12 Rev. D; P_14 Rev. D; D_15 Rev. D; P_15 Rev. D; P_16 Rev. A; P_17 Rev. A; P_18 Rev. A; P_19, P_20, P_21.

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

- 3 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) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site);
- b) Elevation and section drawings at 1:10 of all new windows;

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 special architectural or historic interest of the building 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 and Policies D1 and D2 of the Camden Local Plan Submission Draft 2016.

- 4 All new external works and finishes and works of making good shall match the existing work adjacent in respect of materials used, detailed execution and finished appearance, except where indicated otherwise on the approved drawings hereby approved or as required by any condition(s) attached to this consent to the written satisfaction of the Local Planning Authority.

Reason: To safeguard the special architectural or historic interest of the building 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 and Policy D2 of the Camden Local Plan Submission Draft 2016.

- 5 Prior to use of the development, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as stated in report ref: 7338E Rev 2, dated 25th August 2015. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will be lower than the lowest existing background noise level by at least 10dBA as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with Policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and Policy DP28 of the London Borough of Camden Local Development Framework Development Policies and Policy A4 of the Camden Local Plan Submission Draft 2016.

- 6 Prior to the first occupation of the residential units hereby approved, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with Policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and Policy DP28 of the London Borough of Camden Local Development Framework Development Policies and Policy A4 of the Camden Local Plan Submission Draft 2016.

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

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and Policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies and Policy CC3 of the Camden Local Plan Submission Draft 2016.

- 8 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 IIIB 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 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and Policies DP32 and DP22 of the London Borough of Camden Local Development Framework Development Policies and Policy CC4 of the Camden Local Plan Submission Draft 2016.

- 9 Prior to the first occupation of the lower ground floor residential units hereby approved, the approved lower ground floor privacy screen shall be installed. The screen shall then be retained in perpetuity.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of 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 and Policy A1 of the Camden Local Plan Submission Draft 2016.

Informative(s):

- 1 Reasons for granting permission

Policies CS8 and DP13 seek to protect employment space in the borough by retaining land and buildings that are suitable for continued business use. However, when it can be demonstrated that a site is not suitable for any business use other than B1(a) offices, the Council may allow a change to permanent residential use. Planning permission has already been granted for a change of use of the building from offices to create 4x residential units, and associated works (planning application reference 2015/6866/P). This application differs insofar as it seeks to create 5x residential units instead of 4x (2x 1-bed, 2x 2-bed and 1x 3-bed, instead of 1x 1-bed, 2x- 2-bed and 1x 3-bed).

The provision of an additional residential unit in the building is welcomed and the revised proposal would provide 40% 2-bed units, in line with the requirements of the Dwelling Size Priorities Table (Policy DP5). Furthermore, the proposal would still provide a mix of large (3+ bedrooms) and small dwellings.

Flats 1, 2, 3, and 5 would all exceed the Government's current technical housing space standards. Flat 4, which is a 1-bed-2-person unit, would measure 48sqm instead of the required 50sqm. On balance, this is considered to be acceptable given the constraints of the listed building. All the new units would provide adequate storage and utility spaces. All the flats would be dual-aspect and Flats 1, 2 and 5 would benefit from outdoor amenity space, which is welcomed. The design of the proposed rear extension is the same as previously approved. The glazing would be externally fitted with louvres to mitigate overlooking between separate units. A privacy screen would also be provided at basement level in the rear courtyard.

It was previously judged that there would be no harmful impact in terms of overlooking, overshadowing, loss of outlook or sunlight/daylight. The proposed internal changes do not affect this judgement.

The application building is Grade II listed and within the Bloomsbury Conservation Area. The revisions to the approved scheme are all considered to be acceptable in heritage terms. The use of the first floor front room, which retains the finest historic decorative fabric in the house, as a principal reception room, is beneficial to the appreciation of its special interest, and the use of the semi-separate space to the south as a kitchen should involve no heavier servicing than the approved bathroom use but does avoid the need for the lightweight timber partition that had been proposed. Otherwise, the proposed internal changes would still largely retain the original plan form of the building, which is welcomed. Externally, it is still considered that the proposed works would preserve and enhance the character and appearance of the conservation area.

The application site has a Public Transport Accessibility Level (PTAL) of 6b and is within a Controlled Parking Zone. Policy DP18 expects development to be car free in the Central London Area. This permission is therefore subject to a legal agreement to ensure the dwellings will be car free. The legal agreement will also secure the submission of a Construction Management Plan. There is no specific provision for cycle parking provision because the constraints of the building do not easily allow for this. The Design & Access Statement notes that each flat will be supplied with 2x Brompton bicycles that can be stored securely within the flats. Whilst the Council cannot control this, the lack of specific provision is judged to be acceptable due to the constraints of the listed building.

An Energy & Sustainability Report has been submitted, which notes that energy reduction and sustainability measures have been incorporated into the scheme, which is welcomed.

No objections have been raised in relation to the works. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

Considerable importance and weight has been attached to the harm and special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under and s.72 of The Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

Special regard has been attached to the desirability of preserving the listed building and its features of special architectural or historic interest, under s.16 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

The proposed development is in general accordance with Policies CS1, CS5, CS6, CS8, CS9, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and Policies DP2, DP6, DP13, DP17 DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan 2016; and the provisions of the National Planning Policy Framework 2012 and Policies H1, H6, H7, E2, A1, A4, D1, D2, CC3, CC4,

T1, T2 and T4 of the Camden Local Plan Submission Draft 2016.

- 2 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 3 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.
- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.

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

- 6 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 7 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.
- 8 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.

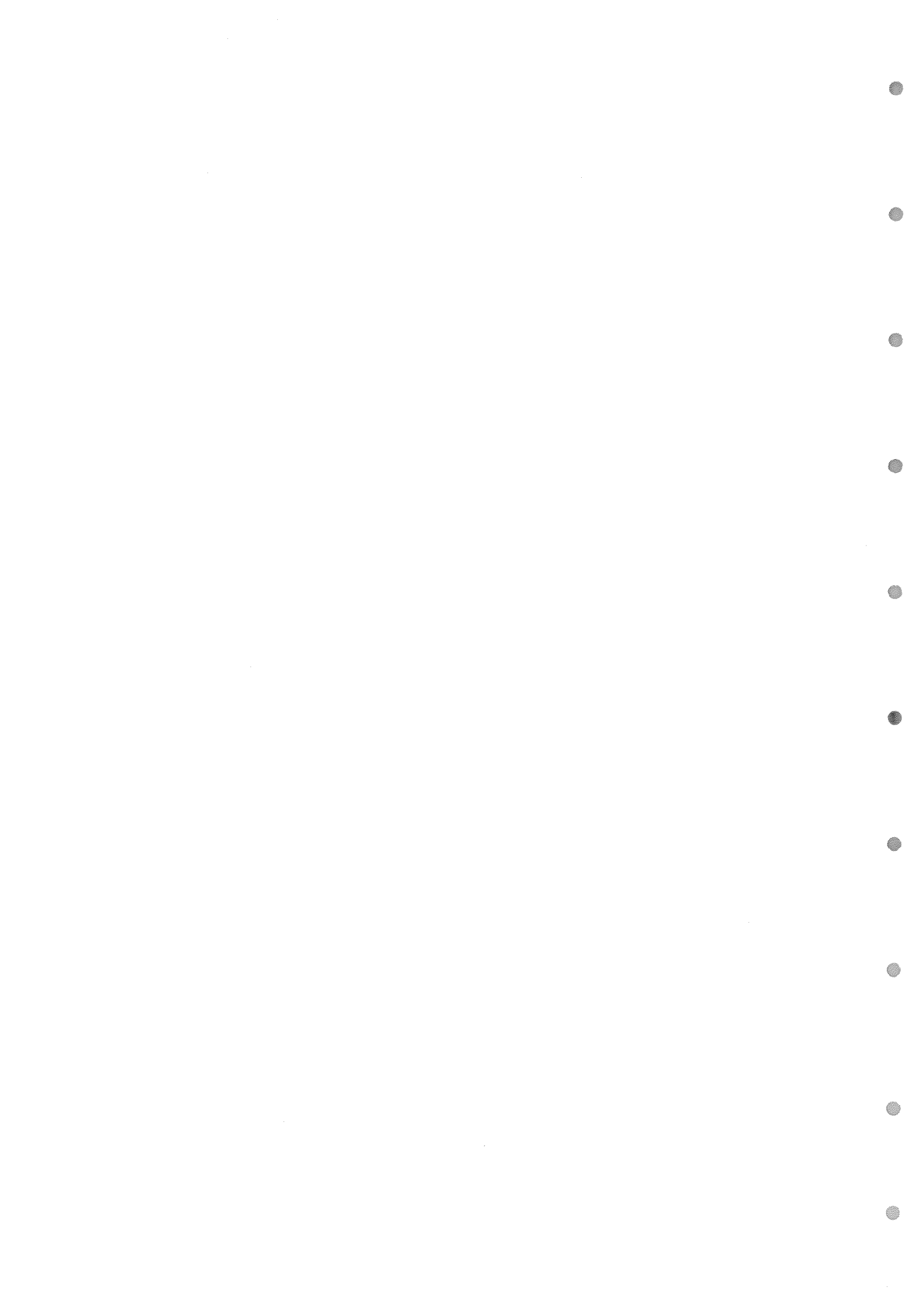
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION





DATED

12 May

2017

(1) GFZ PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK LIMITED

and

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

AGREEMENT
relating to land known as
7 WARWICK COURT LONDON WC1R 5DJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 5680
Fax: 020 7974 1920

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