

DATED

15 May

2017

(1) RGK INVESTMENTS LIMITED

and

(2) NICOLETTE EMMA MICHAELS and ANTONY STEVEN  
MICHAELS and LAWRENCE HENRY MICHAELS

and

(3) LLOYDS ~~TSB~~ BANK PLC

and

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

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

relating to land known as

67 & 67A Camden High Street London NW1 7JL

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

Tel: 020 7974 1918

Fax: 020 7974 2962

CLS/COM/ESA/1800.108  
S106 FINAL



THIS AGREEMENT is made the 15<sup>th</sup> day of May 2017

**BETWEEN:**

- i. **RGK INVESTMENTS LIMITED** (Co. Regn. No. 8460133) whose registered address for service is Russell Square House, 10-12 Russell Square, London WC1B 5LF (hereinafter called "the First Freeholder") of the first part
- ii. **NICOLETTE EMMA MICHAELS, ANTONY STEVEN MICHAELS and LAWRENCE HENRY MICHAELS** 19 Spaniards End, London, NW3 7JG (hereinafter called "the Second Freeholder") of the second part
- iii. **LLOYDS BANK PLC** (Co. Regn. No. 2065) of WBM Securities Department, 5th Floor, 110 St Vincent Street, Glasgow G2 5ER (hereinafter called "the Mortgagee") of the third part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

**1. WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN54868 subject to a charge to the Mortgagee.
- 1.2 The First Freeholder is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Second Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN207366.
- 1.4 The Second Freeholder is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The First Freeholder and the Second Freeholder shall hereinafter be collectively referred to as "the Owner."

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 16 August 2016 and the Council resolved to grant permission conditionally under reference number 2016/4496/P subject to conclusion of this legal Agreement.
- 1.7 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.
- 1.8 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.
- 1.9 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.10 The Mortgagee as mortgagee under a legal charge registered under Title Number LN54868 and dated 27 June 2014 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

## 2. DEFINITIONS

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

- |     |                   |  |
|-----|-------------------|--|
| 2.1 | "the Act"         | the Town and Country Planning Act 1990 (as amended)                                  |
| 2.2 | "the Agreement"   | this Planning Obligation made pursuant to Section 106 of the Act                     |
| 2.3 | "the Development" | erection of mansard roof extension to 67 and 67A Camden High Street to create 2 two- |

bedroom flats as shown on drawing numbers:-  
4503/P/001; 4503/P/010; 4503/P/011;  
4503/P/020; 4503/P/021; 4503/P/030;  
4503/P/039; 4503/P/040; 4503/P/041;  
4503/P/050; 4503/P/051; 4503/P/052;  
4503/P/053; 4503/P/055; Planning, Heritage,  
Design and Access Statement dated 11/08/16

2.9 "the Highways  
Contribution"

the sum of £5,000 (five thousand 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 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) the repaving of the footway adjacent to the site; 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

2.4 "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. "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council the First Freeholder the Second Freeholder and the Mortgagee
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 16 August 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4496/P subject to conclusion of this Agreement
- 2.8 "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
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.10 "the Property" the land known as 67 & 67A Camden High Street London NW1 7JL the same as shown shaded grey on the plan annexed hereto
- 2. "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.11 "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
- 2.12 "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, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants, undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 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 and 4.2 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Car Free**

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit



holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.
- 4.1.4 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 4.1.1 and 4.1.2 of this Agreement.
- 4.2 **Highways Contribution**
- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

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

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2016/4496/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 2016/4496/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/4496/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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.10 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/4496/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.

(subject to clause 7)

6.6 Neither the First Freeholder, the Second Freeholder 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 Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of <sup>that part of</sup> the Property <sup>over which it has a legal charge</sup> in which case it will be bound by the obligations as a person deriving title from the Owner.



(as mortgagee in possession)

#### 8. JOINT AND SEVERAL LIABILITY

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

9. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY  
RGK INVESTMENTS LIMITED )  
acting by a Director and its Secretary )  
~~or by two Directors~~ in the presence of: )

.....  
Director

Witnessed by:

*[Signature]* S. YOUNG  
3 OCEAN HOUSE  
BENTLEY WAY.  
ENS SPP

.....  
Director/Secretary

EXECUTED AS A DEED BY  
NICOLETTE EMMA MICHAELS  
in the presence of:

) *Nicky Michaels.*  
)

.....  
Witness Signature

Witness Name *Debbie Verne*

Address *30 Grosvenor Drive*

Occupation *Teaching SP3695*

*Health care*

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 67 & 67A CAMDEN  
HIGH STREET LONDON NW1 7JL

EXECUTED AS A DEED BY  
ANTONY STEVEN MICHAELS  
in the presence of:

)  
)  
) 


*D. H. Kerley*  
Witness Signature

Witness Name *as before*

Address

Occupation

EXECUTED AS A DEED BY  
LAWRENCE HENRY MICHAELS  
in the presence of:

)  
)  
) 

*D. H. Kerley*  
Witness Signature

Witness Name *as before*

Address

Occupation

EXECUTED as a Deed  
By LLOYDS ~~TSB~~ BANK PLC  
by SIMON COX  
in the presence of:-

)  
)  
) 

*[Handwritten signature]*

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

)  
)  
)  
)

*S. Alexander*

Authorised Signatory







R. Alexander

# NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.



CgMs  
140 London Wall  
London  
EC2Y 5DNApplication Ref: **2016/4496/P**

22 March 2017

Dear Sir/Madam

**DRAFT**

**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**67 & 67A Camden High Street**  
**London**  
**NW1 7JL**

**DECISION**

Proposal:  
Erection of mansard roof extension to 67 and 67A Camden High Street to create 2 two-bedroom flats.  
Drawing Nos: 4503/P/001; 4503/P/010; 4503/P/011; 4503/P/020; 4503/P/021; 4503/P/030; 4503/P/039; 4503/P/040; 4503/P/041; 4503/P/050; 4503/P/051; 4503/P/052; 4503/P/053; 4503/P/055; Planning, Heritage, Design and Access Statement dated 11/08/16.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: 4503/P/001; 4503/P/010; 4503/P/011; 4503/P/020; 4503/P/021; 4503/P/030; 4503/P/039; 4503/P/040; 4503/P/041; 4503/P/050; 4503/P/051; 4503/P/052; 4503/P/053; 4503/P/055; Planning, Heritage, Design and Access Statement dated 11/08/16.

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

#### Informative(s):

- 1 Reasons for granting permission.

The majority of the proposed works have already been assessed by virtue of planning application reference 2015/4534/P, granted on the 23/02/16 for the erection of a mansard roof extension to create 2 two-bedroom flats.

Housing is regarded as a priority land-use and the Council will make housing its highest priority when considering the future of unused and underused land and buildings. The proposal would provide a total of two new 2-bed residential units. As such the provision of new residential accommodation is compliant with policies CS6 and DP2.

Policy DP5 seeks to provide a range of unit sizes to meet demand across the borough. The new units are welcomed by the Council as 2-bedroom units are high priority. Furthermore, both flats would continue to meet the minimum space standards for a three person flat.

The proposed mansard roof is sensitively proportioned and in keeping with the guidance as set out within CPG1 (Design). The application site is of no particular architectural merit and is not considered to contribute positively to the Conservation Area. The neighbouring building features a mansard roof which, although original, is characteristic of the immediate area which comprises buildings

of varying heights and roof forms. The erection of a roof extension is considered to be an improvement to the existing building given the setting and scale of the surrounding area.

Under the proposed scheme the planned front dormers and mansard roof extension would be set slightly further back from the eaves, although minor, this change is welcomed as it would reduce the visibility of the proposed roof extension as seen from the street. The applicant also plans to increase the pitch of the proposed mansard; however this change is minor in nature and not readily discernible.

The principle changes relate to the front façade and include a reduction in the number of dormers from six to four. The proposed front dormers would broadly align with the existing and proposed fenestration pattern at first and second floor levels and is considered an improvement to the appearance of the host building and Conservation Area.

The proposed fenestration pattern at first and second floor levels would vary from the approved scheme, but would be broadly in line with the existing. Whilst the introduction of sash windows at first and second floor levels was previously welcomed, given the similarity between the existing and proposed plans this aspect of the application is considered acceptable.

The same applies to the ground floor retail units. Whilst under the approved scheme the alterations to the shopfront at ground floor level were considered a high quality addition, given that the proposed scheme is very similar to the existing, this aspect of the application is considered acceptable.

With regard to the rear façade, it is proposed to remove two of the approved rear windows. This would pose no concerns in terms of amenity and would prevent the rear roofscape from becoming cluttered. Instead two rear dormers would be introduced. The proposed dormers would not facilitate unacceptable levels of overlooking into the block of flats to the rear and would align with both the existing and proposed fenestration pattern.

It is proposed to introduce a new window on the northwest elevation at third floor/roof level. Again, this would not facilitate unacceptable levels of overlooking into the block of flats to the rear and is therefore considered acceptable.

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.

- 2 Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP17, DP18, DP21, DP23,

DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.3, 3.4 3.5, 3.8, 7.4, 7.6 of the London Plan 2016 and paragraphs 14, 17, 56-68 of the National Planning Policy Framework.

- 3 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).
- 4 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.
- 5 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](mailto:CIL@Camden.gov.uk)

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

15 May

2017

(1) RGK INVESTMENTS LIMITED

and

(2) NICOLETTE EMMA MICHAELS and ANTONY STEVEN  
MICHAELS and LAWRENCE HENRY MICHAELS

and

(3) LLOYDS ~~TSB~~ BANK PLC

and

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

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

relating to land known as  
67 & 67A Camden High Street London NW1 7JL  
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

Tel: 020 7974 1918  
Fax: 020 7974 2962

CLS/COM/ESA/1800.108  
S106 FINAL