

DATED

*17 May*

2017

**(1) BC NOHO LIMITED**

and

**(2) MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**

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

**Noho House, 30 Cleveland Street, London W1T 4JD  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962  
CLS/COM/OO.1800.196



THIS AGREEMENT is made the 17<sup>th</sup> day of May 2017

**BETWEEN:**

1. **BC NOHO LIMITED** (Co. Regn. No. 113470, incorporated in Jersey) whose registered office is at Block 3, Spectrum, Gloucester Street, St Helier, Jersey, JE2 3DA (hereinafter called "the Owner") of the first part;
2. **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY** (incorporated in Connecticut, U.S.A.) care of Cornerstone Real Estate Advisors LLP, One Financial Plaza, Hartford, Connecticut, 06103, United States of America (hereinafter called "the Mortgagee") of the second part; and
3. **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 LN144393 subject to a charge to the Mortgagee.
- 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 23 December 2016 and the Council resolved to grant permission conditionally under reference number 2016/7076/P subject to the 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 Mortgagee as mortgagee under a legal charge registered under Title Number LN144393 and dated 17 September 2013 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 agreement made pursuant to Section 106 of the Act and section 278 of the Highways Act 1980
- 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 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 the 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 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 (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

and for the avoidance of doubt includes the demolition of relevant parts of the existing building

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"

erection of extensions at 4th and 5th floor (north east elevation), replacement and enlargement of 6th floor extension to provide additional office floorspace (Class B1), relocation of existing plant to plant enclosures at 4th & 6th floors (north east elevation), creation of terrace at 5th floor level and enlargement of 6th floor terrace, replacement of metal framed glazed façade at ground to 1st floor level on Cleveland Street and Tottenham Street elevation, replacement of roller shutter with metal framed glazing and replacement entrance canopy as shown on drawing numbers:- Existing drawings: Site location plan; 00.101 Rev P1; 10.201 Rev P1; 10.202 Rev P1; 10.203 Rev P1; 10.204 Rev P1; 10.205 Rev P1; 10.206 Rev R1; 10.207 Rev P1; 10.208 Rev P1; 10.209 Rev P1; 10.251 Rev P1; 10.252 Rev P1; 10.253 Rev P1; 10.254 Rev P1; 10.255 Rev P1; 10.256 Rev P1; 10.257 Rev P1; 10.258 Rev P1; 10.271 Rev P1; 10.272 Rev P1; 10.273 Rev P1;

Proposed drawings: 20.201 P1; 20.202 P1; 20.203 P1; 20.204 P1; 20.205 P1; 20.206 P1; 20.207 P1; 20.208 P1; 20.209 P1; 20.251 Rev P1; 20.252 Rev P1; 20.253 Rev P1; 20.254 Rev P1; 20.255 Rev P1; 20.256 Rev P1; 20.257 Rev P1; 20.258 Rev P1; 20.271 Rev P1; 20.272 Rev P1; 20.273 Rev P1; 21.601 Rev P1; 21.602 Rev

P1; 21.603 Rev P1; 21.604 Rev P1; 21.605 Rev P1

Supporting documents: Heritage statement prepared by Beacon Planning dated December 2016; Noise emission statement prepared by Scotch Partners dated 21st December 2016; Daylight and Sunlight Report prepared by GVA dated December 2016; Planning Statement prepared by DP9 dated December 2016; Design, Access & Sustainability Statement prepared by BC Noho Ltd dated 20/12/16

2.9 "the Highways Contribution"

the sum of £5,442 (five thousand four hundred and forty two 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) removal of the crossover and reinstatement of the kerb at 30 Cleveland Street, and repair of any damage to the footway; 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

- 2.10 "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
- 2.11 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.12 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council and the Owner
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 23 December 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/7076/P subject to conclusion of this Agreement
- 2.15 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as Noho House, 30 Cleveland Street, London W1T 4JD and the same as shown shaded grey on the plan annexed hereto
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

- 3.1 This Agreement is made in pursuance of section 106 of the Act and section 278 of the Highways Act 1980, 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, 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the

requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

## 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") reasonably expended by the Council in carrying out the Highway Works together with (upon written request) details of how the Highways Contribution has been spent.

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 Development 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 planning reference 2016/7076/P the date upon which the Development will be 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 jointly and severally 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 2016/7076/P.

5.7 Payment of the Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clauses 4.1 and 4.2 respectively 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 2016/7076/P. Electronic Transfer 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the planning reference number 2016/7076/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 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.

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

## 8. **JOINT AND SEVERAL LIABILITY**

8.1 All covenants made by the Owner(s) and the Mortgagee 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 Owners and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
BC NOHO LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED ~~for~~ for and on behalf of )  
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY )  
By BARINGS LLC, a company formed in the State of Delaware )  
~~in the presence of~~, by John Bonini, Senior Counsel and )  
Managing Director, being a person who, in accordance )  
with the laws of that territory, is acting under the )  
authority of the Company. ....

*Barings LLC*  
*CD*

.....  
*John Bonini*

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

.....  
*R. Alexander*

Authorised Signatory



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

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

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

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

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

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

*ASB* *DES*

# NORTHGATE SE GIS Print Template



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**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Tel 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

DP9 Limited  
100 Pall Mall  
London  
SW1Y 5NQ

Application Ref: **2016/7076/P**

11 April 2017

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Noho House**  
**30 Cleveland Street**  
**London**  
**W1T 4JD**

Proposal:

**DECISION**  
Erection of extensions at 4th and 5th floor (north east elevation), replacement and enlargement of 6th floor extension to provide additional office floorspace (Class B1), relocation of existing plant to plant enclosures at 4th & 6th floors (north east elevation), creation of terrace at 5th floor level and enlargement of 6th floor terrace, replacement of metal framed glazed façade at ground to 1st floor level on Cleveland Street and Tottenham Street elevation, replacement of roller shutter with metal framed glazing and replacement entrance canopy.

Drawing Nos: Existing drawings: Site location plan; 00.101 Rev P1; 10.201 Rev P1; 10.202 Rev P1; 10.203 Rev P1; 10.204 Rev P1; 10.205 Rev P1; 10.206 Rev R1; 10.207 Rev P1; 10.208 Rev P1; 10.209 Rev P1; 10.251 Rev P1; 10.252 Rev P1; 10.253 Rev P1; 10.254 Rev P1; 10.255 Rev P1; 10.256 Rev P1; 10.257 Rev P1; 10.258 Rev P1; 10.271 Rev P1; 10.272 Rev P1; 10.273 Rev P1;

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Supporting documents: Heritage statement prepared by Beacon Planning dated December 2016; Noise emission statement prepared by Scotch Partners dated 21st December 2016; Daylight and Sunlight Report prepared by GVA dated December 2016; Planning Statement prepared by DP9 dated December 2016; Design, Access & Sustainability Statement prepared by BC Noho Ltd dated 20/12/16

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: Existing drawings: Site location plan; 00.101 Rev P1; 10.201 Rev P1; 10.202 Rev P1; 10.203 Rev P1; 10.204 Rev P1; 10.205 Rev P1; 10.206 Rev R1; 10.207 Rev P1; 10.208 Rev P1; 10.209 Rev P1; 10.251 Rev P1; 10.252 Rev P1; 10.253 Rev P1; 10.254 Rev P1; 10.255 Rev P1; 10.256 Rev P1; 10.257 Rev P1; 10.258 Rev P1; 10.271 Rev P1; 10.272 Rev P1; 10.273 Rev P1;

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

- 4 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.

- 5 Before the use commences, the 6th floor plant area shall be provided with an acoustic screen in accordance with the Noise emission statement prepared by Scotch Partners dated 21st December 2016 hereby approved.

The machinery, plant or equipment and any associated ducting at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to occupation, details of secure and covered cycle storage area for 56 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the office floorspace 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.

7 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 (1:20) of entrance canopy

b) Manufacturer's specification details of all facing materials including aluminium panels (soffit overhang), spandrels, entrance canopy and metal grille (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

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

Informative(s):

1 Reason for granting permission

The proposed extensions would provide 188sqm of additional office floorspace. Policy CS8 'Promoting a successful and inclusive Camden economy' promotes the provision of office floorspace in Central London. The principle of additional office floorspace in this location would therefore be acceptable.

A noise assessment has been submitted for the relocated rooftop plant. The report indicates that an acoustic screen would be required. With this mitigation the noise levels set out in policy DP28 would be met. A condition would ensure that the mitigation would be implemented in accordance with the noise report.

The existing canopy, roller shutter and metal framed glazing at ground floor to 1st floor are to be removed and replaced utilising a more sensitive approach. This would be an enhancement. The changes to the massing are concentrated to the rear of the building which is minimally visible in views across the conservation area and would not adversely impact on the overall character of the main elevations. The 6th floor extension would be minimally visible and would rebalance the symmetry of the building. The rebuilt sixth floor would significantly enhance its appearance with an Art Deco aesthetic that would contribute to the design intention of the original building, with a sleek parapet and grey window frames. A condition would ensure the materials were of a high quality and acceptable. The modelled views demonstrate the minimal impact of the enlarged 6th floor extension.

The proposed enhancements to the building would enhance the character and appearance of the Charlotte Street Conservation Area. Given the modest nature of



the proposal the proposed development would not have an adverse impact on the significance of the other heritage assets within its setting.

A daylight and sunlight report has been submitted which assesses the impact of the development on neighbouring residential buildings. The report concludes that there would be a small number of minor reductions in daylight to the windows of Fitzroy Place. However the no sky-line results confirm that there would be no noticeable reduction in the daylight distribution to these rooms. The development would not harm the outlook or privacy of neighbouring occupiers.

The likely level of works is considered sufficient to require a Construction Management Plan (CMP) in order to mitigate any adverse impacts. The CMP will be secured by legal agreement. A financial contribution would be required to repave any footways or Highway that are damaged during the construction process.

The proposal includes the provision of a cycle store with 56 cycle spaces (storage for 15 folding bikes) and showers at basement level. The number of cycle spaces would meet the London Plan (long stay) cycle parking standards. A cycle ramp to the Ground - Basement stair would increase accessibility for cyclists. Details of the cycle store are secured by condition.

The planning and appeal history of the site has been taken into account when coming to this decision. One response was received and has been duly taken into account.

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 CS1, CS3, CS5, CS8, CS9, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP20, DP21, DP24, DP25, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies and Principle 9 of the Fitzrovia Area Action Plan and policies G1, D1, D2, E1, A1 and A4 of the Camden Local Plan Submission Draft 2016.

2

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).

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 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.

- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £9400 (188sqm x £50) for the Mayor's CIL and £8460 (188sqm x £45 - Zone A office) for the Camden CIL.

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

- 5 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.
- 6 The emerging Camden Local Plan is reaching the final stages of its public examination. Consultation on proposed modifications to the Submission Draft Local Plan began on 30 January and ends on 13 March 2017. The modifications have been proposed in response to Inspector's comments during the examination and seek to ensure that the Inspector can find the plan 'sound' subject to the modifications being made to the Plan. The Local Plan at this stage is a material consideration in decision making, but pending publication of the Inspector's report into the examination only has limited weight.

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

**DRAFT**

**DECISION**





DATED

17 May

2017

(1) BC NOHO LIMITED

and

(2) MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

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

Noho House, 30 Cleveland Street, London W1T 4JD  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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