

DATED

23 June

2017

**(1) TOR HOLDINGS INVESTMENTS LIMITED**

and

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

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

relating to land known as  
24-26 Hanway Street, London W1T 1UH  
pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972; and  
Section 1(1) of the Localism Act 2011  
and  
Section 278 of the Highways Act 1980

Andrew Maughan  
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London Borough of Camden  
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CLS/COM/00.1800.233

THE CONQUEROR

THE CONQUEROR

CONQUEROR

THIS AGREEMENT is made the 23<sup>rd</sup> day of June 2017

**BETWEEN:**

1. **TOR HOLDINGS INVESTMENTS LIMITED** (British Virgin Islands) care of Messrs Derek Sendgrove, of 505-507 Linen Hall, 162-168 Regent Street London W1R 5TB (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 410222 and 410521.
- 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 29 July 2016 and the Council resolved to grant permission conditionally under reference number 2016/4194/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

- |     |   |  |
|-----|---|--|
| 2.1 | "the Act"                                 | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "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"            | <p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(i) a statement to be submitted to Council giving details of the environmental</p> |

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

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 a single storey extension at roof level, enclosure of the second floor external terrace at the rear with new glazed extension, erection of glazed extension at third floor level at the rear, installation of roof terrace on the rear elevation at fourth floor level, alterations to the front and rear elevations including replacement of all windows, enlargement of ground floor window openings,

and replacement of garage doors at the rear ground floor level with windows, all in connection with change of use of third floor from office use (Class B1) to residential to create 2 new residential units (1 x 2 bed and 1 x 1 bed unit) as shown on drawing numbers:- 1485-01 version 8; 02 version 8; 03 version 8; 04 version 8; 05 version 8; 06 version 8; 07 version 8; 08 version 8; 09 version 8; 10 version 8; 11 version 8.1; 12 version 8; 13 version 8; 14 version 8; 15 version 8; 16 version 8.1; 17 version 8; 18 version 8; 19 version 8; Daylight and sunlight report produced by BVP dated July 2016

2.9 "the Highways Contribution"

the sum of £3,063.22 (three thousand sixty three pounds and twenty two pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) to reinstate the footway to the rear of ~~21~~ 24, Hanway Street and make good any damages to the footway directly adjacent to the crossover; and

"- 26"

- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

BLP  
00.

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 Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.15 "the Parties"

mean the Council and the Owner

2.16 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 29 July 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4194/P subject to conclusion of this Agreement

2.17 "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

2.18 "the Planning  
Permission"

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

2.19 "the Property"

the land known as 24-26 Hanway Street, London W1T 1UH the same as shown shaded grey on the plan annexed hereto

2.20 "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

2.21 "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

**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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 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 provisions in Clauses 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 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.

#### **4.3 HIGHWAYS CONTRIBUTION**

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

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

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

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

- 4.3.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 2016/4194/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 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 2016/4194/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clauses 4.2 and 4.3 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 2016/4194/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 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 reference number 2016/4194/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 nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property or part of the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest in the Property or such part to which the breach (if any) relates.
- 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. **RIGHTS OF THIRD PARTIES**

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

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

**EXECUTED AS A DEED BY** )  
**TOR HOLDINGS INVESTMENTS LIMITED** )  
**in the presence of:-** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )

.....  
Director for and on behalf of  
Equiom Corporate Directors (Jersey) Limited

.....  
Director/Secretary  
For and on behalf of  
Equiom Corporate Services (Jersey) Limited

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

.....  
Authorised Signatory



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

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

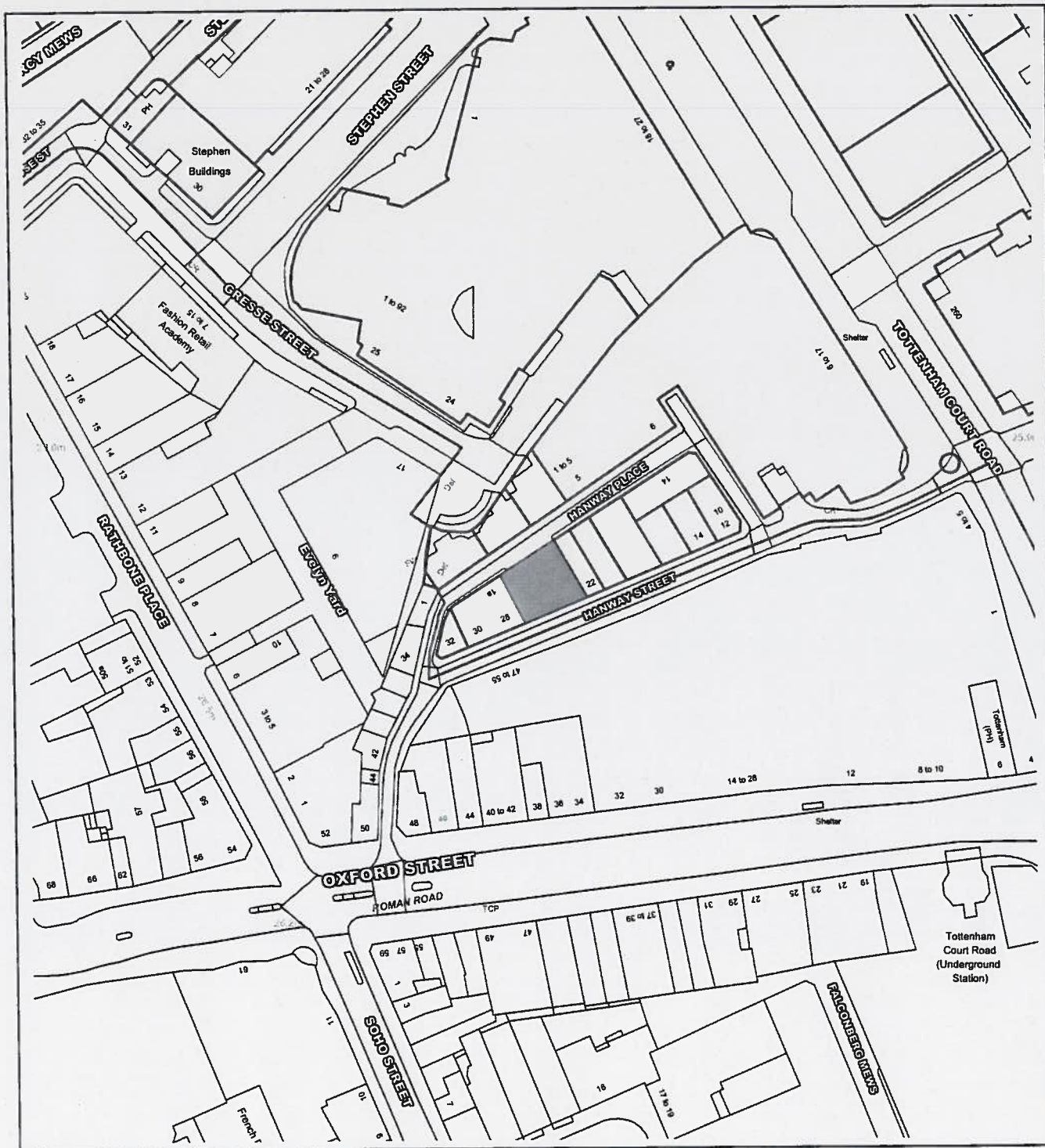
The pro-forma Construction Management Plan can be found on the Council's website at:-

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

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

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

# NORTHGATE SE GIS Print Template



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*P. Alexander*

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OFFICE OF THE SECRETARY OF DEFENSE



Savills  
33 Margaret Street  
London  
W1G 0JD

Application Ref: 2016/4194/P

13 June 2017

Dear Sir/Madam

**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:  
**24 - 26 Hanway Street**  
**London**  
**W1T 1UH**

**Proposal:**

Erection of a single storey extension at roof level, enclosure of the second floor external terrace at the rear with new glazed extension, erection of glazed extension at third floor level at the rear, installation of roof terrace on the rear elevation at fourth floor level, alterations to the front and rear elevations including replacement of all windows, enlargement of ground floor window openings, and replacement of garage doors at the rear ground floor level with windows, all in connection with change of use of third floor from office use (Class B1) to residential to create 2 new residential units (1 x 2 bed and 1 x 1 bed unit).

Drawing Nos: 1485-01 version 8; 02 version 8; 03 version 8; 04 version 8; 05 version 8; 06 version 8; 07 version 8; 08 version 8; 09 version 8; 10 version 8; 11 version 8.1; 12 version 8; 13 version 8; 14 version 8; 15 version 8; 16 version 8.1; 17 version 8; 18 version 8; 19 version 8; Daylight and sunlight report produced by BVP dated July 2016

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 and policies D1 and D2 of the Camden Local Plan Submission Draft 2016.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans 1485-01 version 8; 02 version 8; 03 version 8; 04 version 8; 05 version 8; 06 version 8; 07 version 8; 08 version 8; 09 version 8; 10 version 8; 11 version 8.1; 12 version 8; 13 version 8; 14 version 8; 15 version 8; 16 version 8.1; 17 version 8; 18 version 8; 19 version 8; Daylight and sunlight report produced by BVP dated July 2016

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

- 4 The second floor office windows on the northern rear elevation of the property shall be obscure glazed and fixed shut to an internal height of 1.7m and shall be permanently retained and maintained thereafter.

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.

- 5 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

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

- 6 Notwithstanding the details shown in the approved drawing no. 1485-16 version 8.1 an elevation and section drawing (1:50) of the bin store enclosure shall be submitted to and approved by the local planning authority before the relevant part of the development commences. This shall be permanently retained and maintained thereafter.

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 and policies D1 and D2 of the Camden Local Plan Submission Draft 2016.

- 7 Notwithstanding the details shown on approved drawing no. 1485-11 version 8.1, before the development commences, details of two separate secure and covered cycle storage areas (one for 3 cycle stands for the residential flats and 1 separate cycle stand for the office users) 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 any of the new units, 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 and T1 of the Camden Local Plan Submission Draft 2016.

Informative(s):

- 1 Reasons for granting permission.

The application site comprises a four storey plus basement 1950's office building situated on the northern site of Hanway Street, close to its junction with Oxford Street. The property is located within Hanway Street Conservation Area and has been identified in the Conservation Area Appraisal as making a positive contribution to the Conservation Area. There is an existing lift overrun enclosure on the roof of the building that is visible from the street level. The surrounding roofscape of the terrace is highly modulated, and the forms are all traditional.

Given the above characteristics a single storey extension at roof level to this 1950's building is considered acceptable in principle. The size and design of the extension has been revised during the course of the application setting it further back from Hanway Street front facade, reducing its width so that there is a gap in the built

form at roof level on its eastern side, and lowering its height in order to reduce its prominence from medium to long views along Hanway Street and Hanway Place. The proposed extension would have an internal head height of between 2.2m to 2.7m; its front elevation would be setback from the third floor parapet and would be constructed of stone cladding with zinc roof to match adjacent buildings. The windows would be aluminium full height windows introducing verticality to the new extension to contrast with those on the lower floors of the host building. The height, width, proportions, composition and location of the windows would be considered acceptable with the existing façade. Overall the proposed extension is considered acceptable and would comply with CPG1 (Design).

The proposal would also include infilling existing balconies at second and third floor level on the rear elevation facing Hanway Place with full height glazed extensions. They would be lightweight in construction and would not project beyond the rear building line and in principle would be considered acceptable from a design perspective. The window proportions have been designed to follow the verticality of the existing fenestration pattern on the lower floors. This would be considered acceptable.

The proposal would include a new bin store with the footprint of the existing building at the rear fronting onto Hanway Place screened by a sliding shutter. The principle of the bin store and location are acceptable but a condition would be attached requiring further details of its appearance to be submitted.

Policy CS8 and DP13 seeks to ensure that the borough retains a strong economy. It seeks to do this by, amongst other things, safeguarding existing employment sites that meet the needs of modern industry and employers and provide facilities for small and medium sized enterprises. The proposed development would rationalise the existing internal floor space to retain and increase useable office floor space at lower ground, ground, first and second floors. The proposal would result in an increase of 29 sq. m (GEA) and would be welcomed in this location.

The principle of providing new residential accommodation at the site would be supported by policies CS6 and DP2. Two new residential units would be created; a two bed unit at third floor level and one bed unit within the newly created fourth floor level. The proposed mix of sizes would conform to policy DP5. The flats would be generously sized at 94.3sq.m (2 bed) and 60 sq. m (1 bed) of internal floor space which would comply with the minimum space standards of the London Plan (70sq.m and 50 sq. m respectively) and CPG2 (Housing) which would require 75sq.m for a 4 person unit and 48 sq. m for a 2 person unit. The proposed units would have an acceptable layout, ceiling height, room sizes and provision of sunlight, daylight, ventilation and outlook.

- 2 A 'Daylight and Sunlight Report' has been submitted by BVP. The report demonstrates that the levels of daylight and sunlight at the surrounding buildings would not be adversely affected by the proposed development with the exception of daylight distribution to the living room of No. 3 Hanway Place. This falls slightly below the required level of daylight distribution within this room. However the combination of daylight and daylight distribution results confirm overall that good daylight would be maintained in accordance with BRE guidelines. It is noted that

the report was based on the original submission, which included a higher and larger roof extension. Therefore, the effect of the revised development (which includes a reduction in the size and height of the single storey roof extension) will be less significant. On this basis, officers consider that there would not be a material loss of daylight or sunlight for the surrounding buildings.

In terms of overlooking, the bedroom and living room area windows of the new units at third and fourth floor levels all face the front and rear of the building towards Hanway Street and Hanway Place. The rear facing windows at second floor level continue to serve the commercial floors of the building. Due to the infilling of the existing balcony the office windows would be located 1.7m closer to the windows of the residential flats at no. 3 Hanway Street at approximately 4m separation distance. It is therefore considered necessary to attach a condition to obscure glaze these windows to ensure there is no further harmful overlooking to the occupiers of these flats at first and second floor level. The windows in the third and fourth floors serve the newly created residential flats. They would not have direct views into the windows of the neighbouring flats at no. 3 and therefore the relationship between the existing and new occupiers is considered acceptable. Concern has been raised by the owner of flat 6, 2 Hanway Place about increased overlooking to windows of flats in no.2 to no. 5 Hanway Place. It would not be possible to obtain direct views from the windows in the rear elevation of the building at first and second floor level to no. 2, 4 or 5. The surrounding buildings are already mutually overlooked and it is not considered that the proposal would result in any further material increase to existing levels of overlooking.

Given the national changes the proposal would not have to adhere to Code for Sustainable Homes, however, the development would be required to achieve a maximum internal water use of 105 litres per day (5 litres for external water use) which would be secured via planning condition.

The application site falls within a controlled parking zone (CPZ) and has a public transport accessibility level (PTAL) of 6b (excellent). Policy DP18 states that developments are expected to be car free in the Central London Area, within the town centres and other areas within CPZ that are easily accessible by public transport. As the new units would benefit from excellent public transport and lies within the Central London Area, the units would have to be car free and exempt from applying for a parking permit. This would be secured via a Section 106 Legal Agreement.

The pedestrian footway directly adjacent to the rear of the site could be damaged as a direct result of the proposed works and would be required to be reinstated and the redundant crossover removed. The Council would therefore need to secure a financial contribution for these highway works as a Section 106 planning obligation. This would ensure that the proposal complies with DP21.

- 3 Due to the loss of an existing garage that could previously have been used by a disabled user the applicant would be required to provide at least 1 accessible cycle parking space (Sheffield Stand). The proposed 2 residential units would require 3 cycle spaces in total to conform to the requirements of the London Plan. The proposal would include 7 cycle stands. However the design of the cycle area

would not comply with the guidance in CPG7. With some reconfiguration there is sufficient space to provide 4 Sheffield cycle stands. Therefore a condition would be attached requiring details of the cycle stands to be submitted.

The site is very confined in nature and the proposed construction is likely to lead to considerable disruption in the surrounding narrow streets and so the works will require very careful management and implementation. Due to the nature and scale of the development a construction management plan (CMP) would be required. This would be secured by s106 agreement. It would also be necessary to secure a one off financial contribution of £1,140 to support the implementation of Construction Management Plan as part of Section 106 agreements

Transport for London (Crossrail 2) were consulted on the application and raised no comments to the application.

The site's planning and appeal history has been taken into account when coming to this decision. Two objections were received from a resident at 2 Hanway Place (one to the original scheme and one to the revised scheme) based on the principle of the development and precedent this will set, loss of light, overlooking, disturbance and noise. These objections are addressed above and subject to appropriate conditions the impacts are not considered to be material.

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 Planning (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, CS6, CS11, CS13, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP17, DP18, DP19, DP22, DP23, DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies G1, H1 Maximising housing supply, H6, H7, A1, A3, A4, D1, D2, CC1, CC2, CC3, T1, T2, T4 of the Camden Local Plan Submission Draft 2016 and policies in the London Plan March 2016, and relevant paragraphs of the National Planning Policy Framework

- 4 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).
- 5 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.

- 6 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)

- 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 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

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

Yours faithfully

# **DRAFT**

# **DECISION**

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY

LECTURE NOTES

BY

PROFESSOR J. K. STILLE

AND

ASSISTANT PROFESSOR

DR. R. M. MAYER

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DATED

23 June

2017

**(1) TOR HOLDINGS INVESTMENTS LIMITED**

and

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

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

relating to land known as  
24-26 Hanway Street, London W1T 1UH  
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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