

DATED

11th July

2017

(1) SARAH ELIZABETH ATKINSON

and

(2) SAMUEL SMITH (SOUTHERN)

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

Swiss Cottage Public House, 98 Finchley Road, London NW3 5EL

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 1478
Fax: 020 7974 1920

CLS/COM/PM/1798.31

2016/3113/P
FINAL 12.05.17

THIS AGREEMENT is made the 11th day of July 2017

BETWEEN:

i. **SARAH ELIZABETH ATKINSON** of Kilmochan Barm Kilmelford, Oban Argyll PO34 4XD (hereinafter called "the Freeholder") of the first part

ii. **SAMUEL SMITH (SOUTHERN)** (Company Number 01345661) whose registered office is at The Old Brewery, Tadcaster, North Yorkshire LS24 9SB (hereinafter called "the Occupier") of the second part

And for the purposes of this Agreement to be collectively termed as "the Owner"

iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 329977.

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 The Occupier is presently in occupation and possession of the Property.

1.4 The Occupier is the occupier of and is interested in the Property for the purposes of Section 106 of the Act.

1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 5th July 2016 and the Council resolved to grant permission conditionally under reference number 2016/3113/P subject to conclusion of this legal Agreement.

1.6 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.

1.7 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.

1.8 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" 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):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from any demolition of the existing structures on the Property and the building out of the Development;
- (ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) 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);
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) 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 solely towards 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 two storey extension fronting Avenue Road to replace existing single storey outbuildings and associated landscaping; Change of use of part ground floor and first floor from disused public house areas (A4 Use Class) to 21 guest rooms (C1 Use Class) and ancillary staff accommodation. Main pub trading area to remain

2.9 "the Highways Contribution"

the sum of £41,436.78 (forty one thousand four hundred and thirty six pounds and seventy eight pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement on account of and to be applied by the Council solely towards the carrying out of works to the public

highway and associated measures in the vicinity of the Property where damage has been caused to the Public Highway by the Development such works to include the following ("the Highways Works"):-

- (a) for the installation of a footway and footway surfaces adjacent to the Property and reinstatement of any damage to the Public Highway caused by the works to the Development during the Construction Phase;
- (b) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required 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

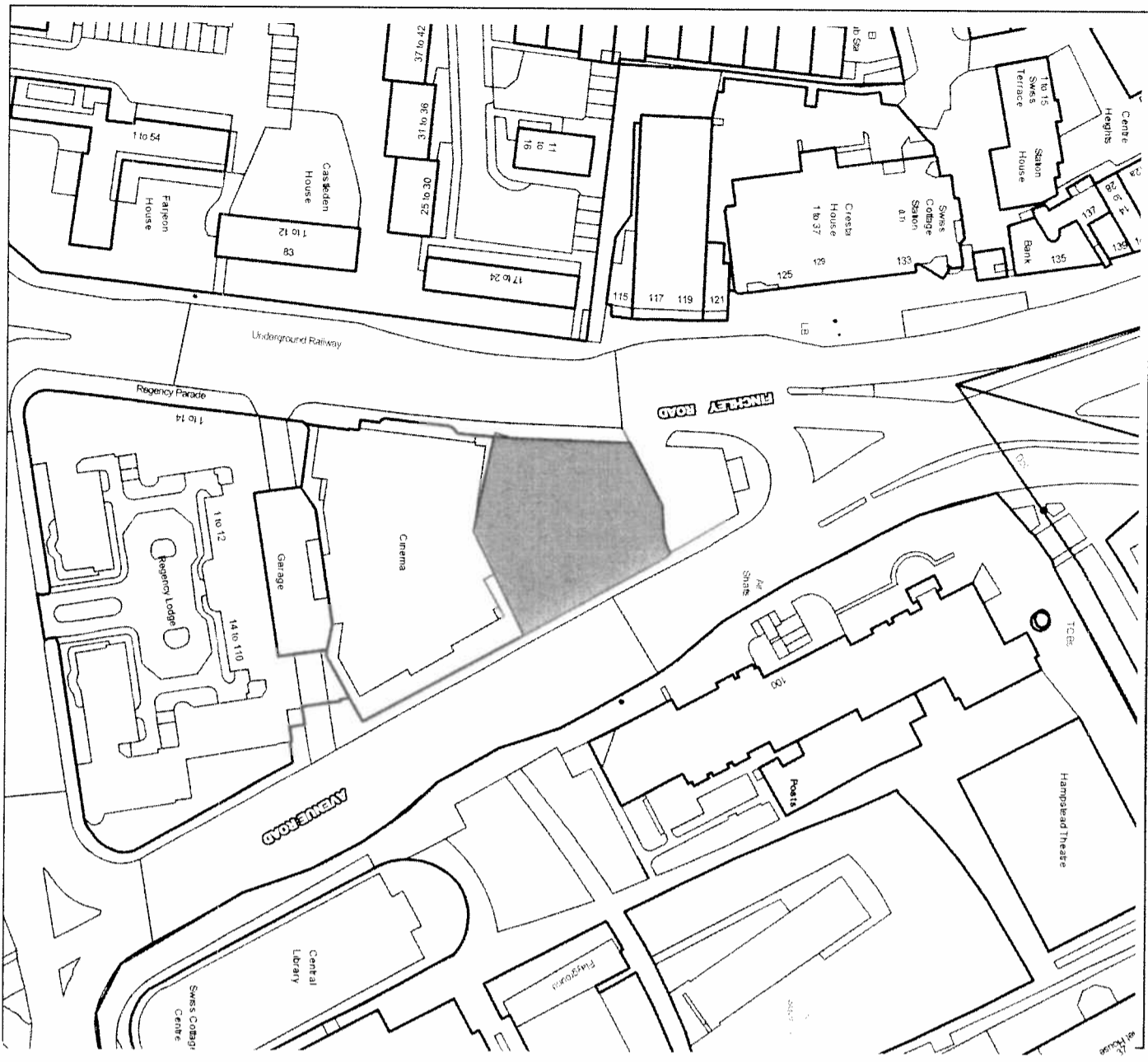
2.12 "the Nominated Units"

the staff accommodation consisting of 6 (six) bedrooms and 1 x two-bedroom apartment

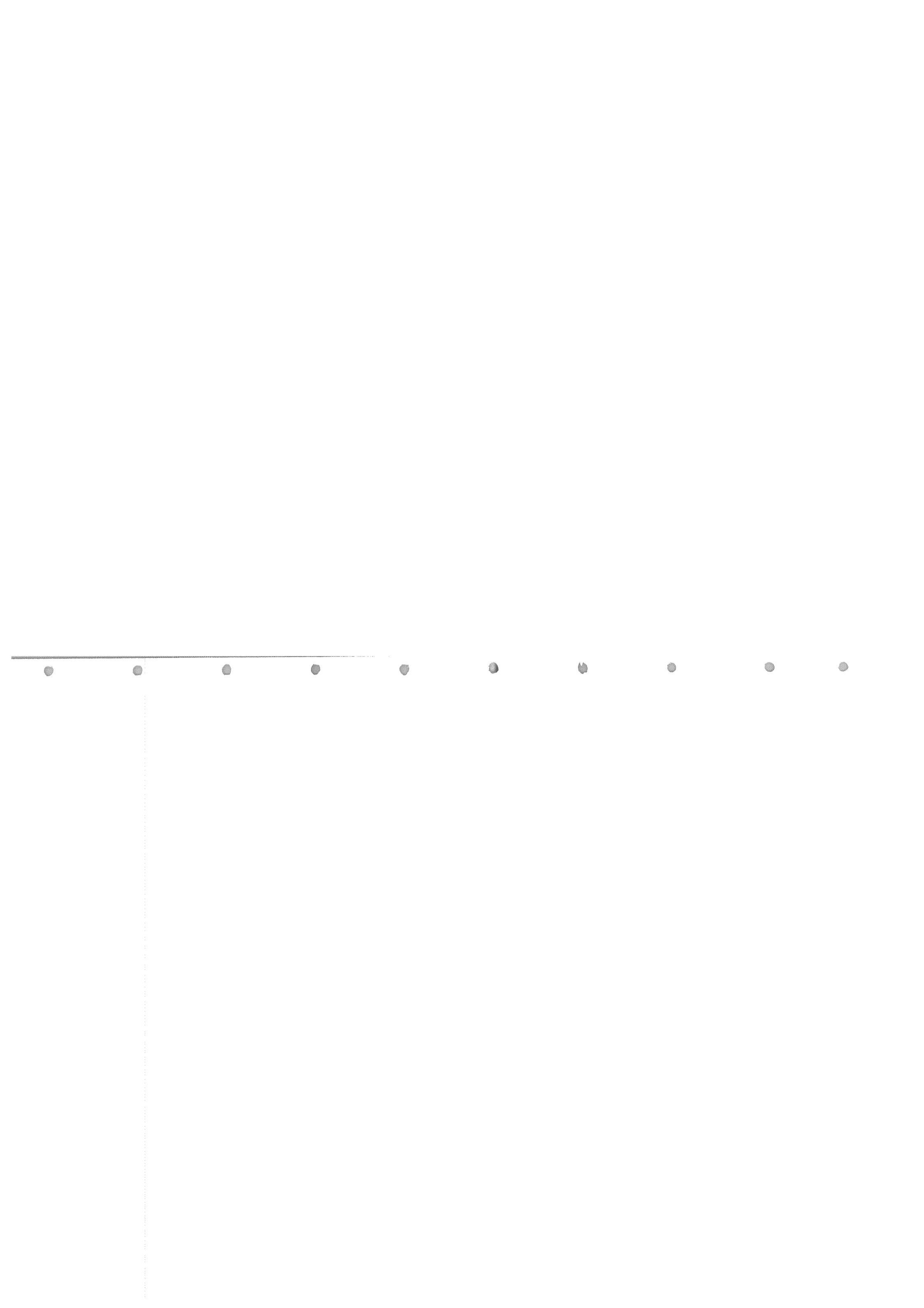
forming part of the Development the same as edged in blue on the drawing annexed hereto

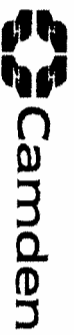
- 2.13 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.14 "the Parties" mean the Council, the Freeholder and the Occupier
- 2.15 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 31st March 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3113/P subject to conclusion of this Agreement
- 2.16 "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
- 2.17 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.18 "the Property" the land known as 98 Finchley Road, London NW3 5EL (known as The Swiss Cottage Public House) the same as shown shaded grey on the plan annexed hereto

Swiss Cottage Public House, 98 Finchley Road, London,
NW3 5EL - 2016/3113/P



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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
www.camden.gov.uk/planning

Andrews + Boyd
Andrews + Boyd
24 Old Burlington Street
Mayfair
W1S 3AW

Application Ref: **2016/3113/P**

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:
Swiss Cottage Public House
98 Finchley Road
London
NW3 5EL

Proposal:

Erection of two storey extension fronting Avenue Road to replace existing single storey outbuildings and associated landscaping; Change of use of part ground floor and first floor from disused public house areas (A4 Use Class) to 21 guest rooms (C1 Use Class) and ancillary staff accommodation. Main pub trading area to remain
Drawing Nos: E001 B; E002 B; E003 B; E004 B; E005 B; E006 B; E007 B; E008 B; E009 B; E010 B; E011 B; E014 A; P001 D; P002 G; P003 D; P004 C; P005 B; P006 C; P007 A; P008 A; P009 B; P010 A; P011 A; P012 A; and Transport Statement (June 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 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details and samples including sections at 1:10 and elevations as appropriate of all windows (including jambs, head and cill) ventilation grills, external doors and gates;

b) Manufacturer's specification details and samples of all facing materials and architectural detailing including timber cladding, roof tiles and 'Fleurs De Lys' decoration.

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 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Before the development commences, details of secure and covered cycle storage area for 5x short stay and 5x long stay 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 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.

5 Prior to occupation details of directional signage for customers, CCTV and appropriate lighting relating to the short stay cycle parking shall be submitted and approved to the Council.

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.

6 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 policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

7 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the commercial part(s) of the premises from noise sensitive premises. Details shall demonstrate that the sound insulation value DnT,w and especially L'nT,w is enhanced by at least 20dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ adjacent dwellings/ noise sensitive premises is not adversely affected by noise in accordance with the requirements of policies CS5 and CS7 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.

8 The manager's apartment and 6x staff accommodation rooms hereby approved shall only be used for purposes incidental to the Public House, and shall not be used as separate or independent residential accommodation for the public.

Reason: To ensure that the development does not provide substandard permanent residential accommodation and is not used for unauthorised purposes, in accordance with policies CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes) and DP26 (Managing the impact of development on occupiers and

neighbours) of the London Borough of Camden Local Development Framework Core Strategy.

9 The development hereby permitted shall be carried out in accordance with the following approved plans: E001 B; E002 B; E003 B; E004 B; E005 B; E006 B; E007 B; E008 B; E009 B; E010 B; E011 B; E014 A; P001 D; P002 G; P003 D; P004 C; P005 B; P006 C; P007 A; P008 A; P009 B; P010 A; P011 A; P012 A; Transport Statement (June 2016);

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

Informative(s):

1 Reasons for granting permission.

The proposed development involves the refurbishment of the existing building and demolition of the existing extensions/outbuildings fronting Avenue Road with the erection of a new two storey extension to accommodate 15 guest rooms; and the creation of a Manager's apartment at ground floor level. The proposed development will involve the loss of a pool/snooker room at ground floor level and first floor public house trading space. The external terrace area would also be refurbished to provide updated seating and landscape arrangements.

The pool/snooker room at ground floor level measures approximately 182sqm and the applicant indicates that trading ceased circa 2013. At first floor level the bar area measures approximately 158sqm and the applicants have stated that trading in this area ceased in 2004.

The public house is not identified as being an Asset of Community Value (ACV) nor does it have any Article 4 directions which would restrict its permitted development rights to retain it as a public house. There are currently no adopted policies aimed at protecting public houses unless they are noted as being an ACV or provide a wider community benefit and this is not considered to be the case with the Swiss Cottage Public House. Therefore the change of use of various parts of the building to a new use is acceptable if fully policy compliant. It should be noted that approximately 174sqm of existing trading space and 63sqm of currently disused bar space will be refurbished and retained/brought back into use as a public house.

At ground floor level to the rear of the site a 2-bedroom managers' apartment would be created. The apartment would measure approximately 66.7sqm which is marginally under the Nationally Described Space Standards for residential units of this nature (70sqm for 2bed 4person units). It would be well laid out with a small private yard/garden and outlook into a central courtyard. It is considered to be acceptable ancillary accommodation space. The ancillary staff bedrooms would be individual double rooms with shared kitchen and bathroom facilities. Each room would have a window and be adequately sized as ancillary staff space.

The retention of ancillary staff accommodation and the creation of an additional Manager's apartment are considered to be acceptable and would be ancillary to the main use and would not provide independent units of accommodation. Traditionally pub managers/landlords have inhabited ancillary accommodation on site to allow for better running of the pub and it is considered acceptable in this instance. Nonetheless a condition will be added to ensure that the accommodation is only used for staff and is ancillary.

The new extension would be located on the eastern side of the site fronting Avenue Road, where existing single storey extensions and outbuildings are located. The existing structures are of no architectural value and present blank facades to the street, creating an unattractive setting and their loss is acceptable. The proposed extension would be a two storey pitched roof design, inset with dormers and clad in timber with slate tiles. It would relate well to the historic public house, being of similar materials and of an appropriate design. When looking south at the main historic public house building, the new extension would not appear overbearing or overly visible and would not harm its character or setting.

- 2 The pitched roof would contain six first floor/dormer windows including 'Fleurs De Lys' ridge tiles matching the design details of the primary façade along Finchley Road. It is considered that the proposed design would complement that of the host building and would improve the relationship with Avenue Road. In order to ensure a high quality finish, a condition will be added requiring samples of all facing materials, windows, roof slates and architectural detailing be submitted and approved by the Council.

The private forecourt at the front of the pub would be repaved with York Stone and purpose built seating. This is considered to be an improvement on the existing situation and is acceptable.

Policy DP14 supports smaller scale visitor accommodation in the town centres of Finchley Road/Swiss Cottage. The application site is designated as a secondary frontage within CPG5. The provision of overnight guest accommodation is considered to be acceptable in this location given the nature of the existing use and the character of the surrounding area. Finchley Road and Avenue Road are busy traffic routes with the Underground access near the entrance of the site. Due to the scale (15 beds) of the proposal, it would be assessed against policy DP14 points a) - be easily reached by public transport; b) - provide any necessary off-highway pickup and set down points for taxis and coaches and c) - not harm the balance and mix of uses in the area, residential amenity or the surrounding highways. The proposal would accord with this policy.

The host property has a Public Transport Accessibility Level (PTAL) rating of 6b (excellent) with an entrance to Swiss Cottage underground station bordering the site and access to a number of bus routes in close proximity.

Based on the site's accessibility to public transport services, its proximity to local amenities and the absence of any on-site parking for customers, it is reasonable to assume that the majority of trips will be by non-car modes. Furthermore, the on-site accommodation for staff and the Manager are also likely to encourage trips by

sustainable modes. As such, the proposals are not expected to have a detrimental impact on the operation of the surrounding road network.

The proposed development will not provide any on-site coach parking facilities. This is considered appropriate given the number of rooms proposed. This is also in line with London Plan policy which only requires coach parking provision for hotels of more than 50 rooms.

At present, the site has 1x off street car parking space for the manager; this will be secured as a car-capped development. Provision has been made for 6x visitor cycle parking spaces on Sheffield type stands and 6x long stay cycle spaces most likely within lockable purpose built units. The Council's transport team have reviewed the proposals and not raised any concerns, however it has been requested that further details of cycle parking are conditioned in, together with conditions for appropriate lighting, CCTV and signage to the short stay cycle parking area.

TFL have been consulted on the scheme given its location between two TFL managed roads. They have raised no concerns; however they query one of the crossovers to the site. The site is accessed by two vehicle crossovers from Finchley Road; the southern crossover allows for access to the off-street car parking space. The northern crossover allows for deliveries of beer from the brewery into a hatch to the cellar. As this arrangement is existing and it is considered impractical for the business to require heavy barrels be offloaded from an off-site loading bay this current arrangement is considered to be acceptable.

3

Given the sites' location surrounded by busy main roads and red routes it is considered necessary to secure a Construction Management Plan by way of s106 legal agreement to ensure any impact on the highway or pedestrian network is managed accordingly.

The site is effectively an island site with the public house to the north and the Odeon cinema to the south. There are no residents in close proximity and as the use will remain as a public house with the introduction of guest rooms it is not considered that there would be any harmful amenity impacts. However, given the proximity of the public house to the hotel use and in order to ensure a good quality of amenity for guests, it is considered necessary to secure enhanced sound insulation between the two elements and a condition will be added to secure this.

No objections have been received to the proposal. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS1, CS5, CS6, CS7, CS10, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP2, DP5, DP6, DP10, DP12, DP14, DP15, DP16, DP17, DP18, DP19, DP22, DP24, DP25, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework.

4 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.

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 be 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

6 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 the website <http://www.camden.gov.uk/cem/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.

7 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).

8 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.

9 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

DRAFT

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

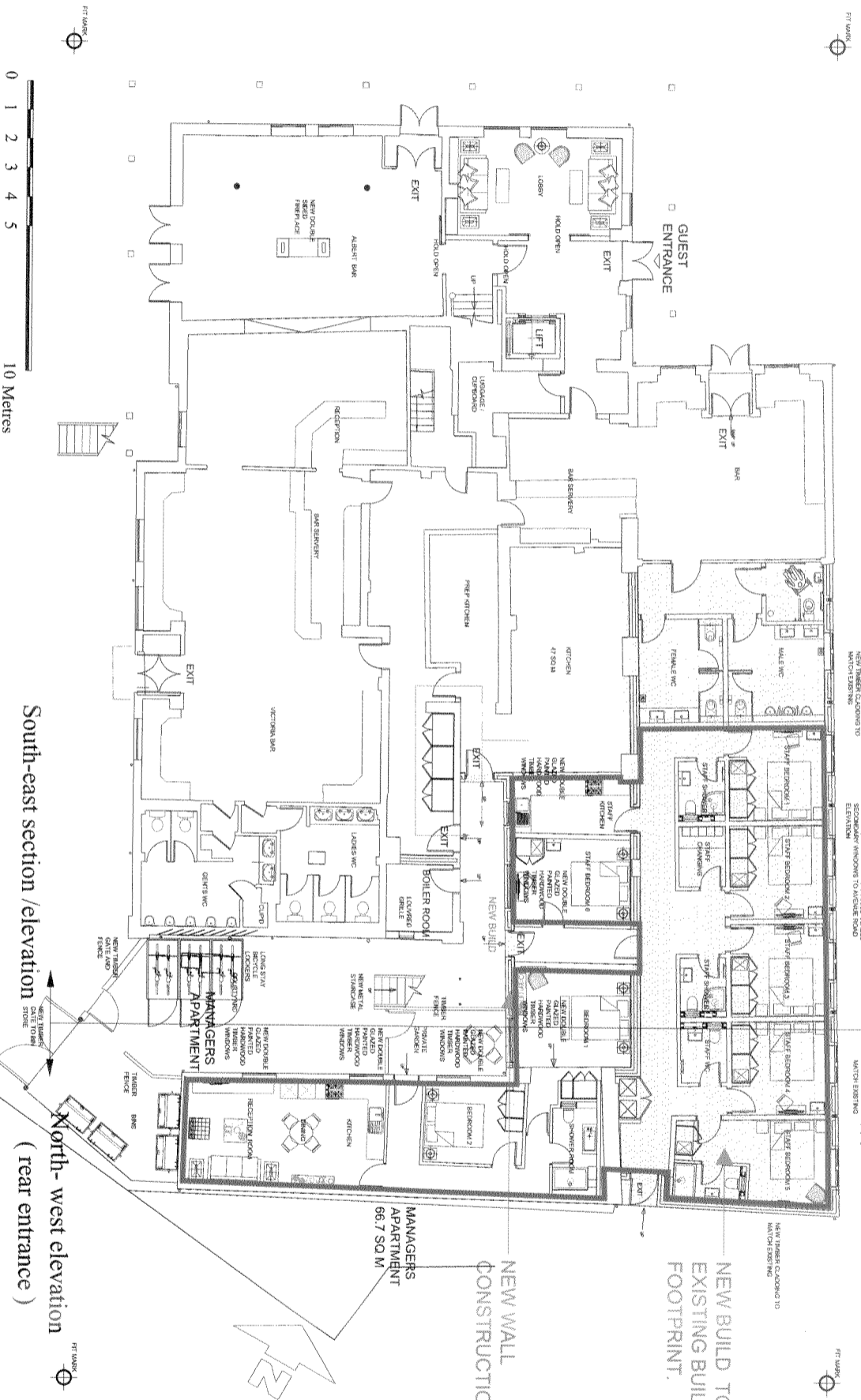
DECISION

PROPOSED

Avenue Road

South-east section /elevation

North-west elevation
(rear entrance)



South-east section /elevation
(rear entrance)

Finchley Road

REVISION G :- 05.09.2016 ADDITION OF DOOR EXIT FROM STAFF ACCOMODATION.
 REVISION F :- 30.08.2016 LONG STAY BICYCLE SPACES UPDATED IN ACCORDANCE WITH LB CAMDEN REQUIREMENTS.
 REVISION E :- 15.08.2016 ENCLOSED BICYCLE STORAGE SHOWN WITH 5 BICYCLES IN ACCORDANCE WITH LB CAMDEN REQUIREMENTS.
 REVISION D :- 01.06.2016 PLANNING APPLICATION SUBMISSION
 REVISION C:-11.11.2015 PRE APP SUBMISSION
 REVISION B 22.09.2015 AMMENDMENTS TO STAFF ACCOMMODATION AND KITCHEN.
 REVISION A 04.09.2015 AMMENDMENTS TO STAFF ACCOMMODATION.

Notes:

- 1.1 GENERAL
 All work shall be in accordance with the Contract and Part 4 of the Building Regulations 1991 and all work shall be in accordance with the Building Regulations 1991 and Part 4 of the Building Regulations 1991.
- 1.2 CONCRETE WORKS
 All work to comply with BS 5328 & BS 8110
- 1.3 BRICKWORK AND BLOCKWORK
 All work to comply with BS 5628
- 1.4 ROOFING
 All work to comply with BS 5592
- 1.5 GLAZING
 All work to comply with BS 1122
- 1.6 PLASTERING
 All work to comply with BS 8201
- 1.7 PAINTING
 All work to comply with BS 6841
- 1.8 JOINERY
 All work to comply with BS 6841
- 1.9 ELECTRICAL INSTALLATION
 All work to comply with BS 7671 & BS 5853
- 1.10 GAS INSTALLATION
 All work to comply with BS 5442 & BS 5443
- 1.11 MECHANICAL & PLUMBING
 All work to comply with BS 5546 & BS 5547
- 1.12 SANITARY & HEATING
 All work to comply with BS 6841 & BS 6842
- 1.13 FLOORING
 All work to comply with BS 8201
- 1.14 ARCHITECTURAL FINISHES
 All work to comply with BS 6841
- 1.15 EXTERIOR WORK
 All work to comply with BS 5393 & BS 5394
- 1.16 SECURITY
 All work to comply with BS 7000
- 1.17 SOUNDTREATMENT
 All work to comply with BS 5229
- 1.18 ENVIRONMENTAL
 All work to comply with BS 5229
- 1.19 HEALTH AND SAFETY
 All work to comply with BS 5305 & BS 5306
- 1.20 ACCESSIBILITY
 All work to comply with BS 8300
- 1.21 SIGNAGE
 All work to comply with BS 5499
- 1.22 LIGHTING
 All work to comply with BS 5499
- 1.23 FURNITURE
 All work to comply with BS 6841
- 1.24 GENERAL
 All work to comply with BS 6841

| | | | | | |
|--|----------|------------------|------------|----------|---|
| North | Client | ANDREWS AND BOYD | | Project | THE OLDE SWISS COTTAGE, 98 FINCHLEY ROAD, ST JOHNS WOOD, LONDON, NW3 5EL. |
| | Scale | 1:100 @ A1 | | | |
| Project No. | Date | Drawn by | Checked by | Revision | Drawing No. |
| | MAY 2015 | G | P002 | | |
| Andrews + Boyd Consultants Limited 24 Old Burlington Street, London, W1S 3AW | | | | | |



2.19 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

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

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the respective 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 capped" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner covenants with the Council as follows:

4.1 CAR CAPPED

4.1.1 To ensure that prior to Occupying the Nominated Units (being part of the Development) each new occupier of the Nominated Units 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) the Nominated Units (being part of the Development) at any time during which the occupier of the Nominated Units 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 above will remain permanently.

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:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.3.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.3.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the proper and reasonable sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works.

4.3.5 If the Certified Sum exceeds the Highway Contribution, then the Owner shall within twenty-eight days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.6 If no Highway Works are necessary or if the amount needed to pay for the Highway Works is less than the Highways Contribution then the Council shall repay the whole or remainder of (as the case may be) of the Highways Contribution to the Occupier within twenty-eight days of the Certificate of Practical Completion being issued (where no Highway Works are required) or within twenty-eight days of completion of the Highway Works (where some such works were required).

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 2016/3113/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 2016/3113/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 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 2016/3113/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the 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.

5.11 The Council agrees not to unreasonably withhold or delay approval of any submitted plans in relation to this Agreement.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2016/3113/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 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 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. RIGHTS OF THIRD PARTIES

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

8. JOINT AND SEVERAL LIABILITY

8.1 All Covenants made by SARAH ELIZABETH ATKINSON and SAMUEL SMITH (SOUTHERN) in this Agreement are made jointly and severally and shall be enforceable as such.

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

EXECUTED AS A DEED BY
SARAH ELIZABETH ATKINSON
in the presence of:

) Sarah Atkinson.

.....NEIL MCCALLUM.....
Director WITNESS NAME
6 GLENVIEW
DAGMALLY
PASS. I.BE.
.....
Director ~~Secretary~~ WITNESS ADDRESS

Neil McCallum
WITNESS SIGNATURE

.....ROOPER.....
WITNESS OCCUPATION

EXECUTED AS A DEED BY
SAMUEL SMITH (SOUTHERN)
in the presence of:)
)

Y
.....
Director

.....
Director / Secretary

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 to be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements under this Agreement. This document should be prepared, submitted and receive approval from the Council well in advance of any works being started.

The pro-forma construction management plan, alongside other guidance, can be downloaded from 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/>

The website also sets out detailed guidance on the 'Minimum Requirements' that the Council seeks in a draft CMP being submitted to the Council for approval.

It should be noted that any agreed Construction Management Plan does not prejudice the requirement for further applications or agreement relating to other matters such as road closures or hoarding licences.



DATED

11th July

2017

(1) SARAH ELIZABETH ATKINSON

and

(2) SAMUEL SMITH (SOUTHERN)

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

Swiss Cottage Public House, 98 Finchley Road, London NW3 5EL

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

Section 278 of the Highways Act 1980