

DATED

17 July

2017

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

(2) THE LONDON IRISH CENTRE

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

13 Murray Mews, London NW1 9RJ

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918  
Fax: 020 7974 2962  
CLS/COM/OO.1800.177



THIS AGREEMENT is made the

17<sup>th</sup>

day of

July

2017

**BETWEEN:**

1. **NETWORK RAIL INFRASTRUCTURE LIMITED** (Co. Regn. No. 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN (hereinafter called "the Freeholder") of the first part
2. **THE LONDON IRISH CENTRE** (Co. Regn. No. 08221421) whose registered office is at 50-52 Camden Square, London, NW1 9XB (hereinafter called "the Leaseholder") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Freeholder is an unregistered freehold proprietor of the Property.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL239769.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 6 January 2017 and the Council resolved to grant permission conditionally under reference number 2016/6897/P subject to the conclusion of this legal Agreement.

1.7 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.8 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

## 2. **DEFINITIONS**

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

- |     |   |   |
|-----|---|---|
| 2.1 | "the Act"                                 | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | "the Agreement"                           | this agreement constituting a planning obligation and 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 demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management |

Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as reasonably required from time to time

2.5 "the Construction Management Plan Implementation Support Contribution"

the sum of £1,140.00 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.6 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

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"

the erection of a 3 storey mews house (Class C3) following demolition of the existing lock up garages as shown on drawing numbers:- MNJ100A, MNJ 101B, MNJ102B, MNJ103A, MNJ104B, MNJ105, MNJ106B, MNJ107B, MNJ108, MNJ109, MNJ110, MNJ111, MNJ113B, SK1, Energy & Sustainability Statements V1, Section EE (No Ref), Planning Statement, Lifetimes Homes & Wheelchair Housing Statement

2.9 "the Existing Buildings"

the existing lock up garages situated at the Property at the date of this Agreement

2.10 "the Highways Contribution"

the sum of £5,834.48 (five thousand eight hundred and thirty four pounds and forty eight 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 reasonably required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) repaving the footway and part of the carriageway immediately adjacent to the Property; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.11 "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

2.12 "Occupation Date"

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

2.13 "the Parties"

mean the Council and the Owner

2.14 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 6 January 2017 for which a resolution to grant permission has been passed conditionally under reference number 2016/6897/P subject to conclusion of this Agreement

2.15 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.16 "the Planning



|      |                            |  |
|------|----------------------------|--|
|      | Permission"                | a planning permission granted for the Development substantially in the draft form annexed hereto   |
| 2.17 | "the Property"             | the land known as 13 Murray Mews, London NW1 9RJ and the same as shown shaded green on the plan annexed hereto   |
| 2.18 | "the Public Highway"       | any carriageway footway and/or verge adjoining the Property maintainable at public expense   |
| 2.19 | "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 |
| 2.20 | "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 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 donating 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 covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 3.7 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.8 The Parties save where the context states otherwise shall include their successors in title.
- 3.9 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 Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

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

4.3.3 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.3.4 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.

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

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/6897/P the date upon which the Development will be ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/6897/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 2016/6897/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.
- 5.7 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.
- 5.8 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

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

- 5.9 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 2016/6897/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 leasehold 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 leasehold 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 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. **JOINT AND SEVERAL LIABILITY**

7.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

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

Executed as a Deed by affixing the  
Common Seal of Network Rail  
Infrastructure Limited in the  
presence of: )  
)  
)  
)

SEAL NO.  
39452

ASSISTANT COMPANY SECRETARY  
Authorised Signatory as approved  
by a resolution of the board of  
Network Rail Infrastructure Limited  
on 19 October 2015

*RS wain*

**ASSISTANT COMPANY SECRETARY**



CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 13 MURRAY MEWS,  
LONDON NW1 9RJ

EXECUTED AS A DEED BY  
THE LONDON IRISH CENTRE  
acting by a Director  
in the presence of:-/

)  
)  
)  
)

*IAN MGHM*

*IAN MGHM*

Director

*Thomas Nevin*  
Witness Signature

Witness Name: *Thomas Nevin*

Address: *Flat 11, 63 Dalston Lane E8 2AB*

Occupation: *Solicitor*

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

)  
)  
)  
)

*J. G.*  
Authorised Signatory



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

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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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APT Partnership  
7 Montagu Mews  
London  
W1H 2EE

Tel 020 7974 4444

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

Application Ref: **2016/6897/P**

27 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:  
**13 Murray Mews**  
**London**  
**NW1 9RJ**

Proposal:  
The erection of a 3 storey mews house (Class C3) following demolition of the existing lock up garages.

Drawing Nos: MNJ100A, MNJ 101B, MNJ102B, MNJ103A, MNJ104B, MNJ105, MNJ106B, MNJ107B, MNJ108, MNJ109, MNJ110, MNJ111, MNJ113B, SK1, Energy & Sustainability Statements V1, Section EE (No Ref), Planning Statement, Lifetimes Homes & Wheelchair Housing Statement

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: MNJ100A, MNJ 101B, MNJ102B, MNJ103A, MNJ104B, MNJ105, MNJ106B, MNJ107B, MNJ108, MNJ109, MNJ110, MNJ111, MNJ113B, SK1, Energy & Sustainability Statements V1, Section EE (No Ref), Planning Statement, Lifetimes Homes & Wheelchair Housing Statement

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

- 3 Details of all external materials (including samples to be provided on site) shall be submitted to and approved in writing by the local planning authority prior to the commencement of the development. The development shall be implemented only in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

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, policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies and policies D1 and D2 of the London Borough of Camden Local Plan Submission Draft.

- 4 The cycle storage indicated on the approved plans shall be provided at the site prior to the first occupation of the development and shall be 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, policy DP17 of the London Borough of Camden Local Development Framework Development Policies and policy T1 of the London Borough of Camden Local Plan Submission Draft

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

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy, policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies and policies CC2 and CC3 of the London Borough of Camden Local Plan Submission Draft

- 6 The dwelling hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy, policy DP6 of the London Borough of Camden Local Development Framework Development Policies and policy C6 of the London Borough of Camden Local Plan Submission Draft.

- 7 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement (Sustainability Statement, by J Simpson of AJ Energy Consultants Limited, and dated 27 February 2017). Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy, policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies and policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan Submission Draft

- 8 The development hereby approved shall be constructed in accordance with the approved energy statement [Energy Assessment, by J Simpson of AJ Energy Consultants Limited, and dated 27 February 2017] to achieve a 36.6% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a 25.5 % reduction in carbon dioxide emissions through renewable technologies.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy, policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies and policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan Submission Draft.

- 9 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. Details of the green roof provided shall include: species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, as well as details of the maintenance programme for green roof. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy, policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies and policies CC1, CC2 and CC4 of the London Borough of Camden Local Plan Submission Draft.

- 10 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy, policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies and policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan Submission Draft.

- 11 Notwithstanding the provisions of Article 3, Part 1 of the Town and Country Planning (General Permitted Development) Order 2015 no extensions or alterations, roof extensions or other alterations or outbuildings shall be carried out at the site without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy, policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies and policies A1, D1 and D2 of the London Borough of Camden Local Plan Submission Draft

- 12 The first floor windows on the rear (north-west) and side (south-west) elevation as shown on the approved drawings, shall be obscure glazed and fixed shut and shall be permanently retained and maintained as such thereafter.

Reason: In order to prevent overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy, policy DP26 of the London Borough of Camden Local Development Framework Development Policies and policy A1 of the London Borough of Camden Local Plan Submission Draft



- 13 Details of the terrace balustrading including measures to prevent overlooking of adjacent dwellings shall be submitted to and approved in writing by the local planning authority. The details as approved shall be implemented at the site prior to the first occupation of the dwelling hereby approved.

Reason: In order to prevent overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy, policy DP26 of the London Borough of Camden Local Development Framework Development Policies and policy A1 of the London Borough of Camden Local Plan Submission Draft

Informative(s):

- 1 Reasons for granting permission.

The application site is located at 13 Murray Mews and contains a single storey building containing 3 garages.

The development is for the erection of a 3 storey mews house (Class C3) following the demolition of the existing lock up garages. The loss of the garages has been accepted by the previous approvals for this site (ref: 2008/4698/P & 2011/6007/P) and would not have a harmful impact on parking conditions.

The development would provide a family sized dwelling and would contribute toward increasing housing supply in the borough. The principle of development is therefore accepted.

The proposed mews dwelling would have an L-shaped layout which would reflect the adjoining dwelling at no. 15 and would respect the established front and rear building lines on the mews. The dwelling would be a 3 storey building with a top floor set back which would integrate well with the scale and height of buildings on this mews which contains a mix of 2/3 storey buildings. The proposed dwelling would reflect the traditional character of a mews building including the retention of a blank façade and high wall/gate at ground floor level abutting the mews. The dwelling would be constructed from stock brick/ aluminium windows which would be commensurate with the design of existing dwellings on the mews.

The proposed mews dwelling would mirror the layout and form of the adjacent dwelling at no. 15, would be sited 19 m from the rear elevation of 44 Camden Square and would be sited to the north of the adjacent mews dwelling to the south at no. 8. It is part of the established pattern of development for dwellings to face each other across the mews. The first floor rear/side windows would be obscure glazed. The development would not result in a material amenity impact on residential amenity.

The proposed dwelling would be a 3 bed 5 person dwelling with an internal floor area of 135 sq.m which would comply with the national minimum floorspace standards. The development would provide good living conditions in other respects with good provision for natural daylight and outlook, adequate storage and internal circulation space and adequate refuse storage capacity. A roof terrace would also provide some outdoor amenity space.

The development would be acceptable on transport grounds. It would be car free and secured and covered cycle parking would be provided. A construction management plan and associated support contribution and a contribution towards highway works would all be secured by legal agreement (footway repaving adjacent to the site).

The development would be sustainable with energy efficient lighting a high efficiency gas boiler and solar photovoltaic panels, a green roof and water efficiency measures.

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 2013.

The planning history of the site was taken into account when coming to this decision. No objections were received.

As such, the proposed development is in general accordance with policies CS4, CS5, CS6, CS13, CS14, CS18 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, policies DP2, DP5, DP6, DP16, DP17, DP18, DP19, DP20, DP21, DP22, DP23, DP24, DP25, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies and policies H1, H6, H7, C6, A1, A4, D1, D2, CC1, CC2, CC3, CC5, T1, T2, T3, T4 and DM1 of the Camden Local Plan Submission Draft 2016. The proposed development also accords with the London Plan and the National Planning Policy Framework.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 5 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.
- 6 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £6,750 (135sqm x £50) for the Mayor's CIL and £67,500 (135sqm x £500) for the Camden CIL.

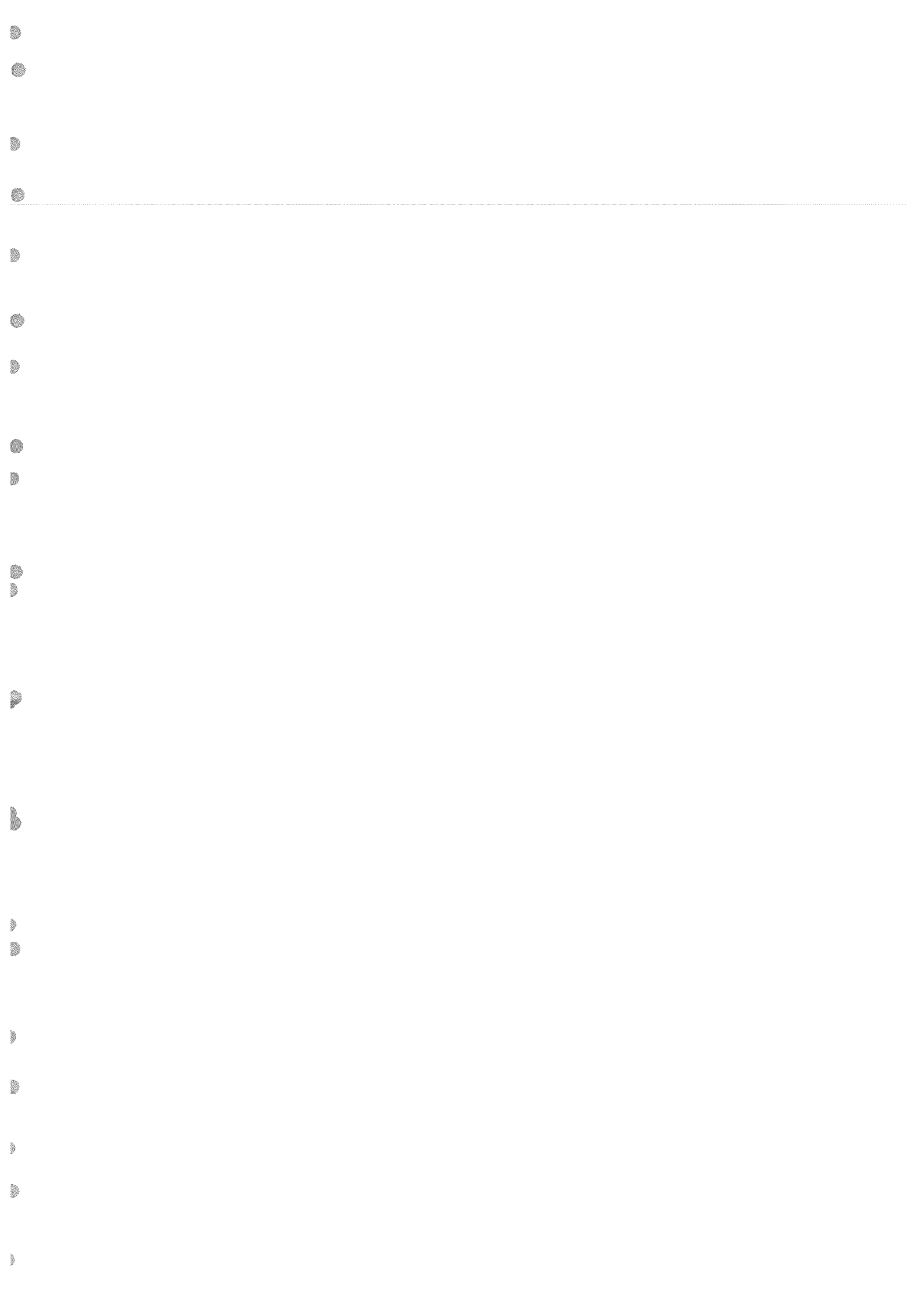
This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could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

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





DATED

17 July

2017

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

(2) THE LONDON IRISH CENTRE

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

13 Murray Mews, London NW1 9RJ

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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