

DATED

2 August

2017

(1) RE-CREO (GRAYS INN ROAD) LTD

and

(2) B.M. SAMUELS FINANCE GROUP PLC

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

195-199 Gray's Inn Road London WC1X 8UL

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)  
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism  
Act 2011 and

Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

CLS/COM/ESA/1800.351  
s106 FINAL



THIS AGREEMENT is made the 2nd day of August 2017

**BETWEEN:**

- i. **RE-CREO (GRAYS INN ROAD) LTD** (Co. Regn. No. 08792948) whose registered office is at 195-199 Gray's Inn Road, London, WC1X 8UL (hereinafter called "the Owner") of the first part
- ii. **B.M. SAMUELS FINANCE GROUP PLC** of (Co. Regn. No. 08792948) of 314 Regents Park Road, London N3 2JX (hereinafter called "the Mortgagee") of the second part
- 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 NGL710343 and Title Number NGL714206 both subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 24 May 2017 and the Council resolved to grant permission conditionally under reference number 2017/2931/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

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

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

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL714206 and Title Number NGL710343 both dated 23 September 2014 is willing to enter into this Agreement to give its consent to the same.

## 2. DEFINITIONS

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

- |     |   |  |
|-----|---|--|
| 2.1 | "the Act"                                     | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "the Agreement"                               | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3 | "Basement Approval in Principle Application"  | an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter |
| 2.4 | "Basement Approval in Principle Contribution" | the sum of £1,800.00 (eighteen hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council's  |

Highways Structural team of the Basement Approval in Principle Application

2.5 “the Certificate of Practical Completion”

the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed

2.6 “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 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 required from time to time

2.7 "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

2.8 "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
  
- 2.9 "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
  
- 2.10 "the Development" substantial demolition of existing single storey structure (in retail (A1) use) and construction of a two storey office building (B1a) with 178sqm of floorspace. Excavation of lower ground floor level to 850mm below street level as shown on drawing numbers:- (AL(00))02 and 03-10 Rev C, (AP.04.)04, (AP.06.)02 Rev A and 04 Rev E, (AP.07.)02 Rev B; 03; 03 Rev A and 04, (AP.08.)01 Rev C and 02-03 Rev A, (AP.09.)01 Rev A and 02, Email from Rebecca Mair dated 11/07/2017 17:12, Design Access and Heritage Statement dated May 2017 and Letter on behalf of Cundall Johnston & Partners LLP dated 22/05/2017
  
- 2.11 "the Existing Building" the current single storey structure located on the property at the date of this Agreement
  
- 2.12 "the Highways Contribution" the sum of £10,622.22 (ten thousand six hundred and twenty two pounds and twenty-two pence pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works

to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

(a) for repaving the footway adjacent to the site and

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

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

- 2.13 "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
- 2.14 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.15 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.16 "the Parties" mean the Council the Owner and the Mortgagee



- 2.17 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 24 May 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2931/P subject to conclusion of this Agreement
- 2.18 "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
- 2.19 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.20 "the Property" the land known as 195-199 Gray's Inn Road London WC1X 8UL the same as shown shaded grey on the plan annexed hereto
- 2.21 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011. This Agreement shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Basement Approval in Principle**

4.1.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (c) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (d) the Council has received the Basement Approval in Principle Application Contribution in full.

#### 4.2 **Construction Management Plan**

##### 4.3.1 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.

##### 4.3.2 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.

##### 4.3.3 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.

##### 4.3.4 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.

#### 4.4 **Highways Contribution**

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

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

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

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

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

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

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

4.4.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

## 5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the planning reference 2017/2931/P the date upon which the Development will be ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/2931/P.
- 5.7 Payment of the Highways Contribution, Construction Management Plan Implementation Support Contribution and the Basement Approval in Principle Contribution 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 2017/2931/P. Electronic Transfer is to 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 Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras

Square, London N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the Planning Permission reference number 2017/2931/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

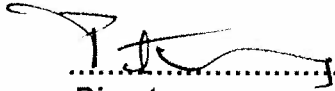


CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 195-199 GRAY'S INN ROAD LONDON WC1X 8UL


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

EXECUTED AS A DEED BY  
RE-CREO (GRAYS INN ROAD) LTD  
acting by a Director

)  
)  
)

  
.....  
Director

in the presence of:

  
.....  
Witness Signature

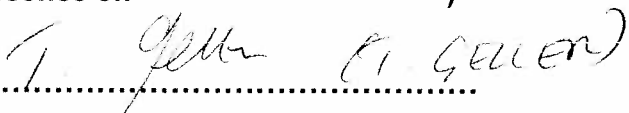
Witness Name VALERIE M'LAUCHLAN

Address 39 CONSTANTINE ROAD  
LONDON NW3 2LN

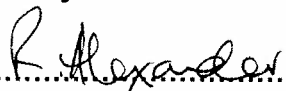
Occupation ARCHITECT

EXECUTED as a Deed )  
By B.M. SAMUELS FINANCE GROUP PLC )  
by )  
in the presence of: )

A.O. Samuel

  
.....

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

  
.....  
Authorised Signatory





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

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

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

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

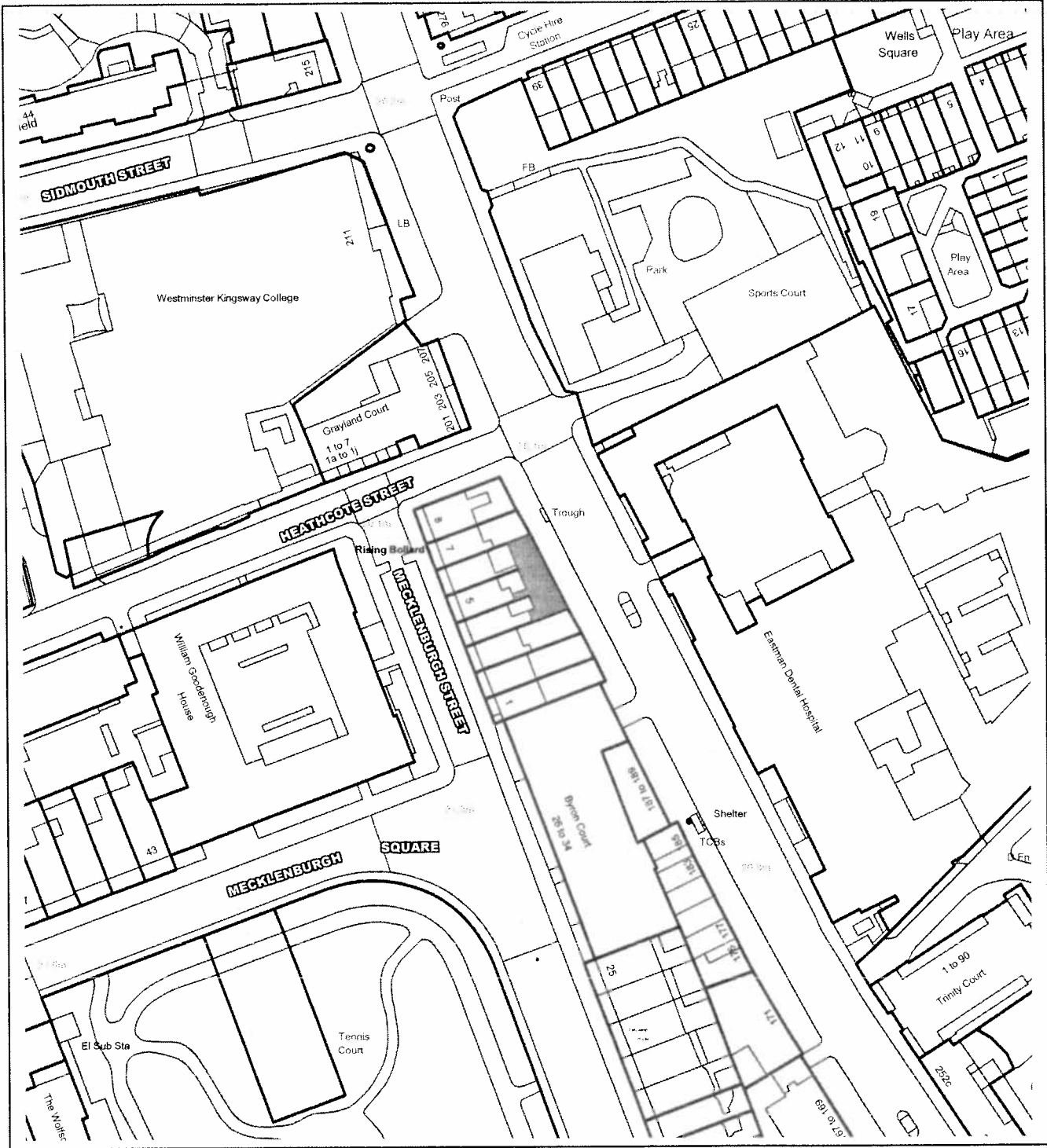
Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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



A.D. Samuel  
Pete

# NORTHGATE SE GIS Print Template



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



Re-creo Architecture Ltd  
195-199 Grays Inn Road London  
WC1X 8UL

Application Ref: **2017/2931/P**

26 July 2017

Dear Sir/Madam

**DRAFT**

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

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

Address:  
**195-199 Gray's Inn Road**  
**London**  
**WC1X 8UL**

**Proposal:**

**DECISION**

Substantial demolition of existing single storey structure (in retail (A1) use) and construction of a two storey office building (B1a) with 178sqm of floorspace. Excavation of lower ground floor level to 850mm below street level

Drawing Nos: (AL(00))02 and 03-10 Rev C, (AP.04.)04, (AP.06.)02 Rev A and 04 Rev E, (AP.07.)02 Rev B; 03; 03 Rev A and 04, (AP.08.)01 Rev C and 02-03 Rev A, (AP.09.)01 Rev A and 02, Email from Rebecca Mair dated 11/07/2017 17:12, Design Access and Heritage Statement dated May 2017 and Letter on behalf of Cundall Johnston & Partners LLP dated 22/05/2017.

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 (AL(00))02 and 03-10 Rev C, (AP.04.)04, (AP.06.)02 Rev A and 04 Rev E, (AP.07.)02 Rev B; 03; 03 Rev A and 04, (AP.08.)01 Rev C and 02-03 Rev A, (AP.09.)01 Rev A and 02, Email from Rebecca Mair dated 11/07/2017 17:12, Design Access and Heritage Statement dated May 2017 and Letter on behalf of Cundall Johnston & Partners LLP dated 22/05/2017.

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

- 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 including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills and external doors;

b) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new facade at a scale of 1:10;

c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies G1, D1 and D2 of the London Borough of Camden Local Plan June 2017.

- 4 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of 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 policies G1, D1 and of the London Borough of Camden Local Plan June 2017.



- 5 Prior to the first use of the premises for the B1 use hereby permitted, full details of a scheme for ventilation, including manufacturers specifications, noise levels and attenuation, shall be submitted to and approved by the Local Planning Authority in writing. The use shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, A1, A4, D1, CC1, TC1, TC3, TC4 of the London Borough of Camden Local Plan June 2017.

- 6 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan June 2017.

- 7 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary lower ground floor construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan June 2017.

- 8 Prior to the occupation of the development, the 2 x cycle parking spaces shall be implemented as per drawing no. AP.06.04. The approved facility shall be permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan June 2017.

- 9 The proposed rooflights hereby approved, both at lower ground and first floor level, shall not be open outside the hours of 08:00 and 20:00 Monday-Friday.

Reason: In order to prevent noise and general disturbance of neighbouring premises in accordance with the requirements of policies G1, A1 and A4 of the Camden Local Plan June 2017.

- 10 Prior to the first occupation of the building, the approved rooflights should be obscurely glazed to prevent overlooking and light spillage. The obscure glazing shall be retained permanently thereafter.

Reason: In order to reduce light spillage from the proposed extension into neighbouring premises and to protect those resident's amenities in accordance with the requirements of policies G1, D1, D2 and A1 of the Camden Local Plan June 2017.

Informative(s):

- 1 Reasons for granting permission.

Site and proposal

This application relates to a single storey retail showroom (Class A1) located on the western side of Gray's Inn Road. The rear of the site directly abuts the rear of residential properties Nos. 4, 5 and 6 Mecklenburgh Street, which are grade II listed buildings as part of a Georgian terrace at 1-8. The host building is a late 20th Century metal framed building. Officers have previously considered that it is a neutral contributor within the Bloomsbury Conservation Area.

The proposal is for substantial demolition of the single storey structure and construction of a two-storey office building (Class B1), including excavation of the lower ground floor level to 850mm below street level. Two previous proposals have been refused for a similar sized building, to include residential units, under 2014/5154/P and 2015/2228/P. The 2015/2228/P proposal was subsequently dismissed at appeal (ref: APP/X5210/W/15/3138686) as the Inspector considered that the residential proposal would not provide a good standard of amenity for its future occupiers. These applications are a material consideration as the principle of the demolition of the existing building, the footprint and height (which was similar to the proposal) of the replacement building, loss of the retail unit along with the impact on neighbouring amenity have been considered acceptable. The main issues to assess are the appropriateness of the land use and detailed design of the proposal.

Land use

The application site lies outside of a designated centre but within the Central London Area. Marketing evidence was submitted as part of applications 2014/5154/P and 2015/2228/P, to demonstrate that there is no market demand for the retail units and that their commercially isolated location makes it inappropriate for such a use. Given that the principle of their loss has already been accepted, there is no objection to the loss of retail floor space.

The proposal includes two floors of office (B1) space with a floor area of 178m<sup>2</sup>. The applicant's intention is to occupy the building themselves, with space let to other small firms if available. The applicant's firm currently contains eight people, which is a small and medium-sized enterprise (SME). Local Plan policy E1 supports businesses of all sizes, in particular SMEs, and seeks to maintain a stock of premises that are suitable for a variety of business activities and sizes. Policy E2 encourages the provision of employment premises and sites in the borough, in particular small business and those within the Central Activities Zone (CAZ), which the site is within. The introduction of an employment use of a type and in a location the Council encourages is therefore welcomed. It is considered that the business use would positively contribute to the character, function, viability and amenity of the Central London Area.

## 2 Design, Impact on the Bloomsbury Conservation Area and Listed Buildings

The existing building on-site is of no special architectural or historic interest and is not a heritage asset in its own right (aside from a rear listed element at 199 which would not be altered as part of the development). The building is a late 20th Century construction with metal framed shopfronts. The Bloomsbury Conservation Area Appraisal and Management Strategy does not make any specific reference to the application site; however, it states that there are unlisted buildings within the Conservation Area that have suffered from a lack of investment and maintenance, most notably in the upper levels of a number of mentioned streets including Gray's Inn Road (page 120). The demolition of the building is supported as per 2014/5154/P and 2015/2228/P.

The proposed development maintains the historic plot width and provides three repeating bays. The tripartite arrangement is a reference to the three Victorian shops that historically occupied the site. The proposal has been designed to give the appearance from street level of a full height ground floor and subsidiary storey above. It results in a mews-like development in the context of the listed houses behind which it sits, while being honest in terms of its design. The smaller, punched upper windows, the wide lower aperture and the bressumer-like horizontal members all contribute to this, while details (including subdivided panels) add interest to the ground-floor windows. The materials complement the surroundings, especially the use of brickwork. All facing materials would be reserved for planning condition.

In listed building terms, the proposal is not likely to harm the setting of the grade II listed dental hospital (opposite) or the grade II listed stone cattle trough. As for the listed houses on Mecklenburgh Street, all of the shop's existing rear brickwork and the small rear extensions linking the houses to the shops would be retained.

Overall, the proposal is considered to enhance the character and appearance of the Bloomsbury Conservation Area and to not harm the setting or character or any of the adjoining listed structures.

Neighbouring Amenity

The proposed building would lie in close proximity to the rear of the adjacent terrace at 1-8 Mecklenburgh Street, which all have shallow rear gardens. To mitigate the potential harm to the occupiers of those residential properties, the proposed building would be sunken lower into the ground. The footprint and rear parapet wall of the proposal would be the same as existing and the building would slope away from the adjacent terrace on Mecklenburgh Street. Therefore, the difference in terms of outlook and sense of enclosure would be minimal. A Daylight and Sunlight Memo has been submitted to support the application. It assesses the impact on the ground level windows of Mecklenburgh Street using the BRE 25° obstruction angle criterion with the existing and proposed roofline. The letter confirms that the windows are compliant with the first stage of the BRE tests and that no further tests are required. The proposal is not materially larger than the applications refused under 2015/2228/P and 2014/5154/P, which were considered to be acceptable on amenity grounds by the Council.

The proposed use and scale of the office accommodation is not considered to lead to harm to the neighbouring occupiers by way of noise or general disturbance. The use would be complementary to the surrounding residential properties with peak occupancy during daytime hours on weekdays. Planning conditions are attached to ensure the rooflights are shut outside of office hours and obscurely glazed to prevent light spillage and overlooking.

### 3 Transportation matters

For B1 offices in Central London the requirement is for one cycle parking space per 90m<sup>2</sup> for long stay and one space per 500m<sup>2</sup> for short stay use. With an office floor space of 178m<sup>2</sup>, this gives a requirement for two spaces. Two cycle parking spaces are provided within the lower ground floor level. While the spaces are not ideal as they do not have level access, there is limited space given there is no external area and the building is small. Due to these circumstances, the cycle parking is considered acceptable on balance.

No off-street parking is provided and none is proposed. The Council often insists on car-free agreements for office uses; however, given the nature and location of the proposal Highways Officers do not consider it mandatory for this development as it is very difficult to obtain permits in this area.

Although the scale of demolition/construction is relatively modest, given the location of the site on the busy Gray's Inn Road, a Construction Management Plan (CMP) shall be secured via Section 106, including a CMP Implementation Support Contribution of £1,140.

The proposal involves excavations within close proximity to the footway directly adjacent to the site. The Council needs to ensure that the stability of the public highway adjacent to the site is not compromised by the proposed basement excavations. The applicant would be required to submit an 'Approval In Principle' (AIP) report to the Council's Highways Structures & Bridges Team within Engineering Services as a pre-commencement obligation. The AIP and an associated assessment fee of £1,800 is secured via Section 106.

A financial contribution for highway works (repaving the footway) directly adjacent to the site on Gray's Inn Road is secured as a Section 106 planning obligation. This would allow for any damage caused during construction of the proposed development to be repaired.

#### Sustainability

The proposal has a gross internal area (GIA) of less than 500m<sup>2</sup>, meaning there are no policy triggers for BREEAM or carbon reductions.

#### Objections

Written submissions were received from two households on Mecklenburgh Street on the basis of harm to the conservation area, design, scale of the development, loss of daylight and sunlight, noise and light pollution, the land use, drainage and other issues. The matters raised by third parties have been considered in detail and are addressed within a separate consultation summary document that has been uploaded to the Council's website.

#### Policies

Special regard has been attached to the desirability of preserving or enhancing the character or appearance of the conservation area and preserving the setting of adjacent listed structures and their features of special architectural or historic interest, under s.66 and s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

The proposed development is in general accordance with policies G1, C5, C6, E1, E2, A1, A4, D1, D2, TC1, TC3, T1, T2, T3, T4 and DM1 of the London Borough of Camden Local Plan June 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2012.

- 4 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 5 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 6 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 7 The approved plans have been taken in good faith to be accurate; however, any inaccuracies shown do not override any legal property ownership rights or supersede other statutory requirements including requiring listed building consent for works to listed structures.
- 8 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.
- 9 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

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

Yours faithfully

**DRAFT**

**DECISION**







DATED

2 August

2017

**(1) RE-CREO (GRAYS INN ROAD) LTD**

and

**(2) B.M. SAMUELS FINANCE GROUP PLC**

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

195-199 Gray's Inn Road London WC1X 8UL

pursuant to Section 106 of the Town and Country Planning

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

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

CLS/COM/ESA/1800.351  
s106 FINAL