

DATED

18 May

2017

(1) A.L. DAVIES LIMITED

and

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

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

relating to land known as  
317-319 Kentish Town Road London NW5 2TJ  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
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CLS/COM/ESA/1781.849  
FINAL



THIS AGREEMENT is made the 18<sup>th</sup> day of May 2017

**BETWEEN:**

- i. **A.L. DAVIES LIMITED** (Co. Regn. No. 756459) whose registered office is at Suite 2 Fountain House 1a Elm Park Stanmore Middlesex HA7 4AU (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 274915.
- 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 1 June 2016 and the Council resolved to grant permission conditionally under reference number 2016/0843/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the

demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Management Plan Implementation Support Contribution"

the sum of £1,800 (eighteen hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.7 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 "the Development"

erection of mansard roof on frontage building (facing Kentish Town Road) and a 2 storey extension over part of the single storey rear building (facing York Mews) with associated external and internal alterations to provide 3 additional self-contained residential units (C3) (1x1 and 2x2 bed) with a rear terrace, a change of use from betting shop (Sui Generis) at rear ground floor to office use/financial and professional services (B1/A2) and retention of retail use (A1) on the ground floor (front) as

shown on drawing numbers:- Site location plan S-001/A, (as existing:) E-001/B, 002/B, E-003/B, E-004/B, E-005/B, E-006/B, E-007/B, E-008/B, (as proposed:) P-001/F, P-002/F, P-003/D, P-004/D, P-005/F, P-006/F, P-007/E, P-008/B, Planning, Design & Access Statement by Savills dated June 2016, Daylight & Sunlight Assessment by Right-of-Light Consulting dated 12th January 2016

2.9 "the Highways Contribution"

the sum of £13,692.65 (thirteen thousand six hundred and ninety two pounds and sixty five pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) replacement of 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

- 2.10 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.11 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.12 "the Nominated Units" <sup>2 x rear new units</sup> the ~~back~~ <sup>new</sup> first and second floor and the front third floor units forming part of the Development the same as edged in blue on the drawings annexed hereto
- 2.13 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.14 "the Parties" mean the Council and the Owner
- 2.15 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 1 June 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/0843/P subject to conclusion of this Agreement
- 2.16 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices,



correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.17 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.18 "the Property" the land known as 317-319 Kentish Town Road London NW5 2TJ the same as shown shaded grey on the plan annexed hereto
- 2.19 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.20 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.21 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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

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

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 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 capped" housing in accordance with Clause 4 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Car Capped**

- 4.1.1 To ensure that prior to Occupying the Nominated Units (being part of the Development) each new occupier of the Nominated Units is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to occupy or use (or permit the occupation or use of) the Nominated Units (being part of the Development) at any time during which the occupier of the Nominated Units holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 above will remain permanently.

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

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

4.2.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable

satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

#### 4.3 **Highways Contribution**

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

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

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

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

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

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

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

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/0843/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any

appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/0843/P.

- 5.7 Payment of the Highways 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 2016/0843/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/0843/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 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. **RIGHTS OF THIRD PARTIES**

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

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

*MFC*  
EXECUTED AS A DEED BY  
A.L. DAVIES LIMITED )  
acting by a Director ~~and its Secretary~~ )  
~~or by two Directors in the presence of:-~~ )

) x *J. Davies*  
DIRECTOR

witness name *Josie Thomas*  
Director 19 MARKET PLACE  
address - Stevenage  
occupations - Herts  
SG1 1DH  
Director/Secretary *LETTING MANAGER*

*[Signature]*

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

*R. Alexander*  
.....

Authorised Signatory







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

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

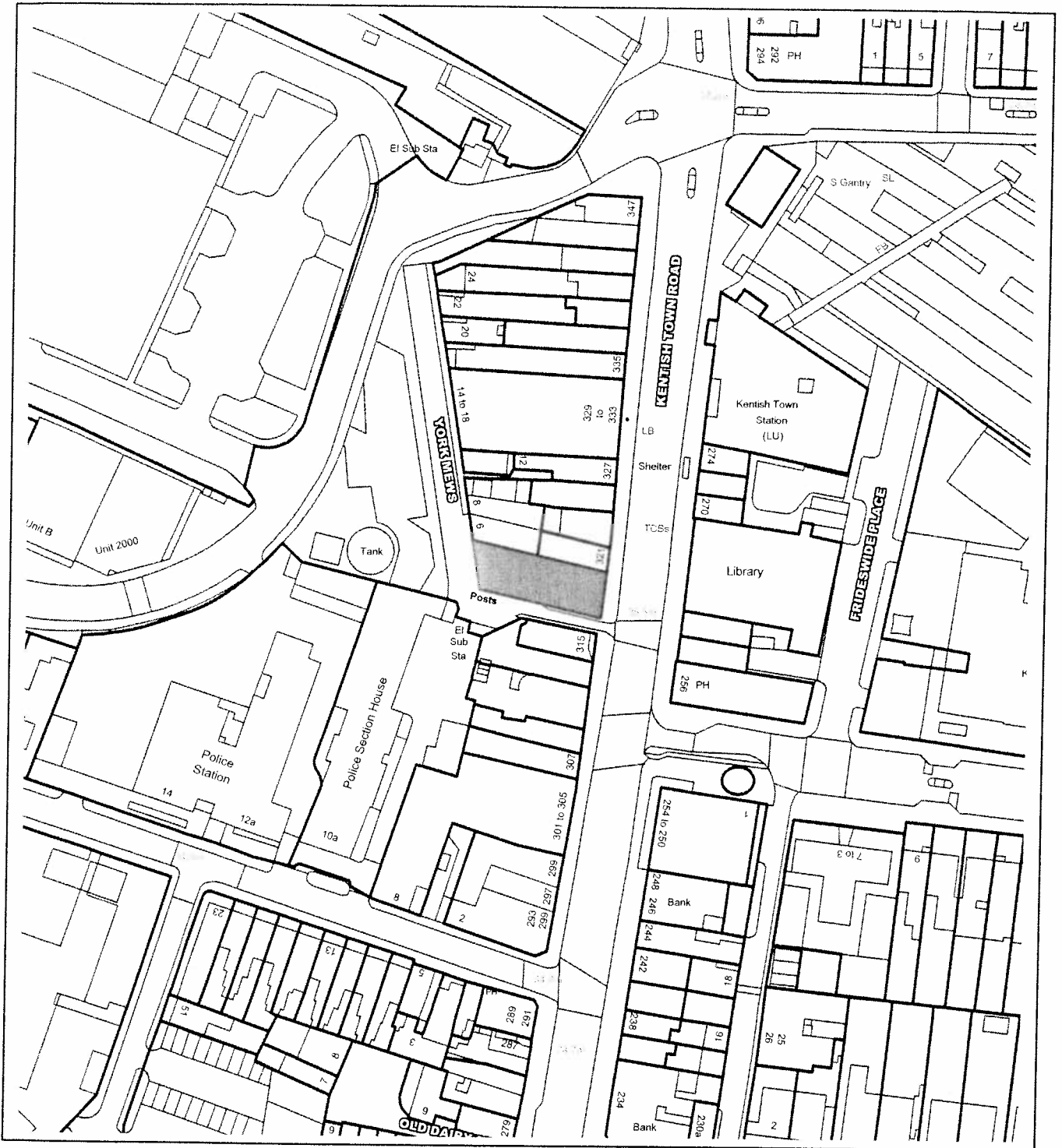
The pro-forma Construction Management Plan can be found on the Council's website at:-

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

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

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

# NORTHGATE SE GIS Print Template



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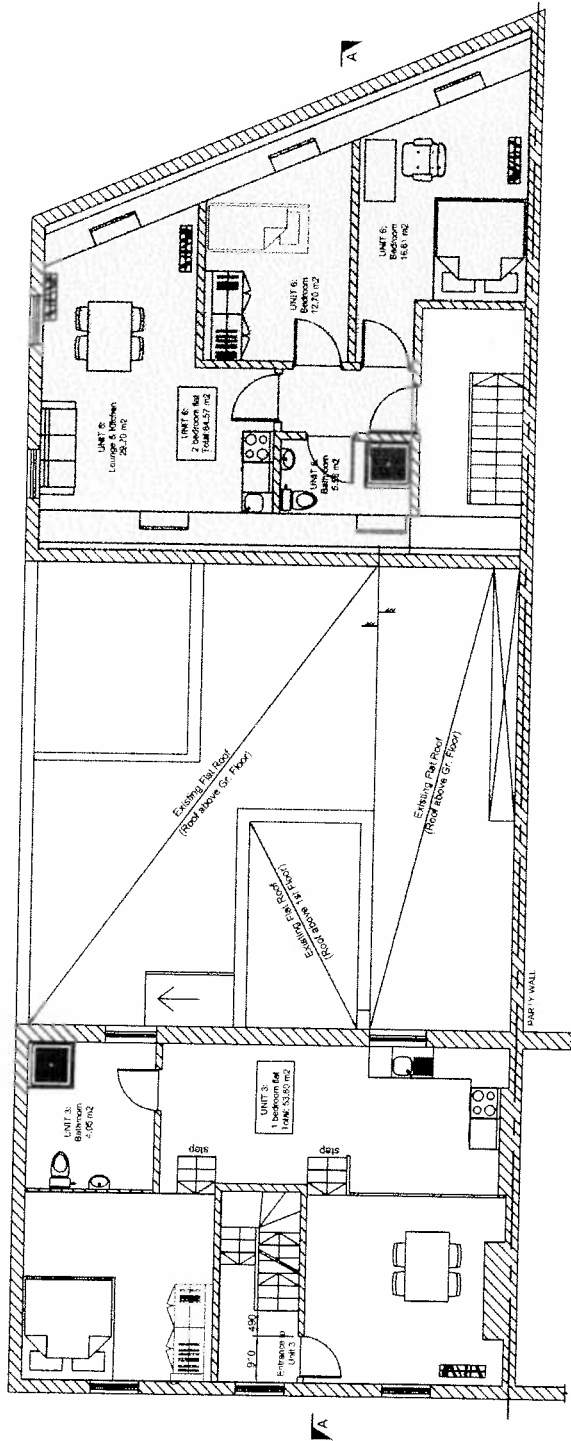






Part M Building Regulation notes:

- 1) All proposed lifts have no passenger lifts
- 2) Min clear opening width of all external and internal doors to be 775mm
- 3) Min proposed stair width to be 900mm
- 4) Min hall width to be 1050mm



PROPOSED SECOND FLOOR PLAN

SCALE: 1:100

NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.
2. ALL LEVELS ARE IN METERS UNLESS NOTED OTHERWISE.
3. ALL MATERIALS TO MATCH EXISTING UNLESS NOTED OTHERWISE.
4. ALL THE DIMENSIONS ON THE DRAWINGS SHOULD BE CHECKED ON SITE WITH AN ACCURATE SITE DIMENSIONS BY CLIENT AND ANY DISCREPANCIES SHOULD BE NOTIFIED BEFORE THE COMMENCEMENT OF WORKS INFORMATION:

The proposed layout shows one two bed room unit with total GFA 64.57 m<sup>2</sup>. The minimum requirement for 2 bedroom with 3 people is 61 m<sup>2</sup> as per London Housing Design Guide - Mayor of London, August 2010

For the kitchen and bathroom facilities we also refer to LHDG standard. Minimum combined floor area of living, dining and kitchen spaces is 26m<sup>2</sup> we provided 29.70m<sup>2</sup>

For bedroom The minimum area of a single bedroom should be 8m<sup>2</sup>. The minimum area of a double or twin bedroom should be 12m<sup>2</sup>

NO.	REVISION	DATE	BY	CHKD	APPD
1	Issue for client approval	11/01/2024	AC		
2	Issue for client approval	11/01/2024	AC		
3	Issue for client approval	11/01/2024	AC		
4	Issue for client approval	11/01/2024	AC		
5	Issue for client approval	11/01/2024	AC		
6	Issue for client approval	11/01/2024	AC		
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10	Issue for client approval	11/01/2024	AC		
11	Issue for client approval	11/01/2024	AC		
12	Issue for client approval	11/01/2024	AC		
13	Issue for client approval	11/01/2024	AC		
14	Issue for client approval	11/01/2024	AC		
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49	Issue for client approval	11/01/2024	AC		
50	Issue for client approval	11/01/2024	AC		

PLANNING

Project No: 317-319 Kenilworth Town

Client: KFC

Scale: 1:100

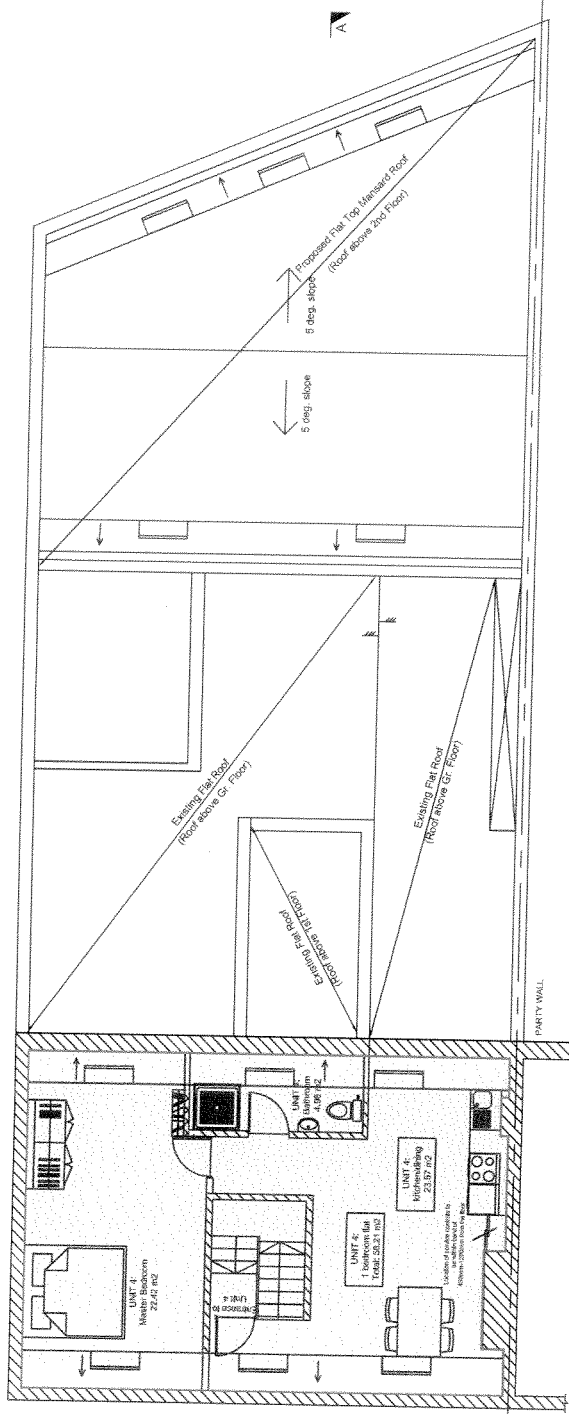
Project Name: P-005





Part M Building Regulation notes:

- 1) All proposed lifts have no passenger lifts
- 2) Min clear opening width of all external and internal doors to be 775mm
- 3) Min proposed stair width to be 900mm
- 4) Min hall width to be 1050mm



**PROPOSED THIRD FLOOR PLAN**  
SCALE 1:50

NOTES

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2. ALL LEVELS ARE IN METERS UNLESS NOTED OTHERWISE.
3. ALL MATERIALS TO MATCH EXISTING UNLESS NOTED OTHERWISE
4. ALL THE DIMENSIONS ON THE DRAWINGS SHOULD BE CHECKED ON SITE WITH A ACCURATE SITE DIMENSIONS BY CLIENT AND ANY DISCREPANCIES SHOULD BE NOTIFIED BEFORE THE COMMENCEMENT OF WORKS INFORMATION:

The proposed layout shows one bed room unit with total GIA 83.21 m<sup>2</sup>. The minimum requirement for 1 bedroom with 2 people is 50m<sup>2</sup> as per London Housing Design Guide - Mayor of London, August 2010

For the kitchen and bathroom facilities we also refer to LHDG standard. Minimum combined floor area of living, dining and kitchen spaces is 23m<sup>2</sup>, we provided 23.57m<sup>2</sup>

For bedroom: The minimum area of a single bedroom should be 12m<sup>2</sup>. The minimum area of a double or twin bedroom should be 12m<sup>2</sup>

Code	Description	Area (m <sup>2</sup> )	Volume (m <sup>3</sup> )	Notes
E	60.2017	11.2016	11.2016	11.2016
D	11.2016	11.2016	11.2016	11.2016
C	10.2015	10.2015	10.2015	10.2015
B	05.2018	05.2018	05.2018	05.2018
A	00.2018	00.2018	00.2018	00.2018
F	01.2019	01.2019	01.2019	01.2019
G	02.2019	02.2019	02.2019	02.2019
H	03.2019	03.2019	03.2019	03.2019
I	04.2019	04.2019	04.2019	04.2019
J	05.2019	05.2019	05.2019	05.2019
K	06.2019	06.2019	06.2019	06.2019
L	07.2019	07.2019	07.2019	07.2019
M	08.2019	08.2019	08.2019	08.2019
N	09.2019	09.2019	09.2019	09.2019
O	10.2019	10.2019	10.2019	10.2019
P	11.2019	11.2019	11.2019	11.2019
Q	12.2019	12.2019	12.2019	12.2019
R	13.2019	13.2019	13.2019	13.2019
S	14.2019	14.2019	14.2019	14.2019
T	15.2019	15.2019	15.2019	15.2019
U	16.2019	16.2019	16.2019	16.2019
V	17.2019	17.2019	17.2019	17.2019
W	18.2019	18.2019	18.2019	18.2019
X	19.2019	19.2019	19.2019	19.2019
Y	20.2019	20.2019	20.2019	20.2019
Z	21.2019	21.2019	21.2019	21.2019
AA	22.2019	22.2019	22.2019	22.2019
AB	23.2019	23.2019	23.2019	23.2019
AC	24.2019	24.2019	24.2019	24.2019
AD	25.2019	25.2019	25.2019	25.2019
AE	26.2019	26.2019	26.2019	26.2019
AF	27.2019	27.2019	27.2019	27.2019
AG	28.2019	28.2019	28.2019	28.2019
AH	29.2019	29.2019	29.2019	29.2019
AI	30.2019	30.2019	30.2019	30.2019
AJ	31.2019	31.2019	31.2019	31.2019
AK	32.2019	32.2019	32.2019	32.2019
AL	33.2019	33.2019	33.2019	33.2019
AM	34.2019	34.2019	34.2019	34.2019
AN	35.2019	35.2019	35.2019	35.2019
AO	36.2019	36.2019	36.2019	36.2019
AP	37.2019	37.2019	37.2019	37.2019
AQ	38.2019	38.2019	38.2019	38.2019
AR	39.2019	39.2019	39.2019	39.2019
AS	40.2019	40.2019	40.2019	40.2019
AT	41.2019	41.2019	41.2019	41.2019
AU	42.2019	42.2019	42.2019	42.2019
AV	43.2019	43.2019	43.2019	43.2019
AW	44.2019	44.2019	44.2019	44.2019
AX	45.2019	45.2019	45.2019	45.2019
AY	46.2019	46.2019	46.2019	46.2019
AZ	47.2019	47.2019	47.2019	47.2019
BA	48.2019	48.2019	48.2019	48.2019
BB	49.2019	49.2019	49.2019	49.2019
BC	50.2019	50.2019	50.2019	50.2019
BD	51.2019	51.2019	51.2019	51.2019
BE	52.2019	52.2019	52.2019	52.2019
BF	53.2019	53.2019	53.2019	53.2019
BG	54.2019	54.2019	54.2019	54.2019
BH	55.2019	55.2019	55.2019	55.2019
BI	56.2019	56.2019	56.2019	56.2019
BJ	57.2019	57.2019	57.2019	57.2019
BK	58.2019	58.2019	58.2019	58.2019
BL	59.2019	59.2019	59.2019	59.2019
BM	60.2019	60.2019	60.2019	60.2019
BN	61.2019	61.2019	61.2019	61.2019
BO	62.2019	62.2019	62.2019	62.2019
BP	63.2019	63.2019	63.2019	63.2019
BQ	64.2019	64.2019	64.2019	64.2019
BR	65.2019	65.2019	65.2019	65.2019
BS	66.2019	66.2019	66.2019	66.2019
BT	67.2019	67.2019	67.2019	67.2019
BU	68.2019	68.2019	68.2019	68.2019
BV	69.2019	69.2019	69.2019	69.2019
BW	70.2019	70.2019	70.2019	70.2019
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CB	75.2019	75.2019	75.2019	75.2019
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CD	77.2019	77.2019	77.2019	77.2019
CE	78.2019	78.2019	78.2019	78.2019
CF	79.2019	79.2019	79.2019	79.2019
CG	80.2019	80.2019	80.2019	80.2019
CH	81.2019	81.2019	81.2019	81.2019
CI	82.2019	82.2019	82.2019	82.2019
CJ	83.2019	83.2019	83.2019	83.2019
CK	84.2019	84.2019	84.2019	84.2019
CL	85.2019	85.2019	85.2019	85.2019
CM	86.2019	86.2019	86.2019	86.2019
CN	87.2019	87.2019	87.2019	87.2019
CO	88.2019	88.2019	88.2019	88.2019
CP	89.2019	89.2019	89.2019	89.2019
CQ	90.2019	90.2019	90.2019	90.2019
CR	91.2019	91.2019	91.2019	91.2019
CS	92.2019	92.2019	92.2019	92.2019
CT	93.2019	93.2019	93.2019	93.2019
CU	94.2019	94.2019	94.2019	94.2019
CV	95.2019	95.2019	95.2019	95.2019
CU	96.2019	96.2019	96.2019	96.2019
CV	97.2019	97.2019	97.2019	97.2019
CW	98.2019	98.2019	98.2019	98.2019
CX	99.2019	99.2019	99.2019	99.2019
CY	100.2019	100.2019	100.2019	100.2019
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DF	108.2019	108.2019	108.2019	108.2019
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DF	111.2019	111.2019	111.2019	111.2019
DF	112.2019	112.2019	112.2019	112.2019
DF	113.2019	113.2019	113.2019	113.2019
DF	114.2019	114.2019	114.2019	114.2019
DF	115.2019	115.2019	115.2019	115.2019
DF	116.2019	116.2019	116.2019	116.2019
DF	117.2019	117.2019	117.2019	117.2019
DF	118.2019	118.2019	118.2019	118.2019
DF	119.2019	119.2019	119.2019	119.2019
DF	120.2019	120.2019	120.2019	120.2019
DF	121.2019	121.2019	121.2019	121.2019
DF	122.2019	122.2019	122.2019	122.2019
DF	123.2019	123.2019	123.2019	123.2019
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DF	125.2019	125.2019	125.2019	125.2019
DF	126.2019	126.2019	126.2019	126.2019
DF	127.2019	127.2019	127.2019	127.2019
DF	128.2019	128.2019	128.2019	128.2019
DF	129.2019	129.2019	129.2019	129.2019
DF	130.2019	130.2019	130.2019	130.2019
DF	131.2019	131.2019	131.2019	131.2019
DF	132.2019	132.2019	132.2019	132.2019
DF	133.2019	133.2019	133.2019	133.2019
DF	134.2019	134.2019	134.2019	134.2019
DF	135.2019	135.2019	135.2019	135.2019
DF	136.2019	136.2019	136.2019	136.2019
DF	137.2019	137.2019	137.2019	137.2019
DF	138.2019	138.2019	138.2019	138.2019
DF	139.2019	139.2019	139.2019	139.2019
DF	140.2019	140.2019	140.2019	140.2019
DF	141.2019	141.2019	141.2019	141.2019
DF	142.2019	142.2019	142.2019	142.2019
DF	143.2019	143.2019	143.2019	143.2019
DF	144.2019	144.2019	144.2019	144.2019
DF	145.2019	145.2019	145.2019	145.2019
DF	146.2019	146.2019	146.2019	146.2019
DF	147.2019	147.2019	147.2019	147.2019
DF	148.2019	148.2019	148.2019	148.2019
DF	149.2019	149.2019	149.2019	149.2019
DF	150.2019	150.2019	150.2019	150.2019

PLANNING

Project Name	317-319 Kenilworth Tower
Proposed Use	PROPOSED 3RD FLOOR PLAN
Property	KC
Planning Number	A3
Scale	1:100
Drawing Number	P-007
Sheet	E

SCALE 1:100



Savills UK  
33 Margaret St  
London  
W1G 0JDApplication Ref: **2016/0843/P**

11 May 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:  
**317-319 Kentish Town Road**  
**London**  
**NW5 2TJ**

**DECISION**

Proposal:  
Erection of mansard roof on frontage building (facing Kentish Town Road) and a 2 storey extension over part of the single storey rear building (facing York Mews) with associated external and internal alterations to provide 3 additional self-contained residential units (C3) (1x1 and 2x2 bed) with a rear terrace, a change of use from betting shop (Sui Generis) at rear ground floor to office use/financial and professional services (B1/A2) and retention of retail use (A1) on the ground floor (front).

Drawing Nos: Site location plan S-001/A, (as existing:) E-001/B, 002/B, E-003/B, E-004/B, E-005/B, E-006/B, E-007/B, E-008/B, (as proposed:) P-001/F, P-002/F, P-003/D, P-004/D, P-005/F, P-006/F, P-007/E, P-008/B, Planning, Design & Access Statement by Savills dated June 2016, Daylight & Sunlight Assessment by Right-of-Light Consulting dated 12th January 2016.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan S-001/A, (as existing:) E-001/B, 002/B, E-003/B, E-004/B, E-005/B, E-006/B, E-007/B, E-008/B, (as proposed:) P-001/F, P-002/F, P-003/D, P-004/D, P-005/F, P-006/F, P-007/E, P-008/B.

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, external doors and gates;

b) 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. All other external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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

- 4 Notwithstanding the privacy screen hereby approved, on drawing no. 001/F, details of a minimum 1.2 metre high screen, complemented with landscaping to its sides, shall be submitted prior to commencement of use of the roof terrace. The details approved shall thereafter be permanently retained and maintained.

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

- 5 Before the development commences, details of secure and covered cycle storage area for 6 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 7 Units 4, 5 and 6, as indicated on plan numbers 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 and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to the commencement of development, details of measures to be incorporated with regards to Designing-out-Crime shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thus approved.

Reason: In order to prevent opportunities for crime in accordance with the requirements of policy CS14 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Prior to the commencement of any part of the development, a comprehensive energy strategy for the development including

- (a) energy efficiency measures
- (b) the feasibility for appropriate renewable or low carbon sustainable energy sources with the aim of reducing the development's carbon emission by at least 19%

shall have been submitted to and approved by the local planning authority. The development shall thereafter not proceed other than in complete accordance with all the measures as recommended in the approved strategy, which shall be permanently retained and utilised as the main power sources for the development. The measures shall include the installation of a meter to monitor the energy output from the approved systems.

Reason: In order to secure the optimum energy and resource efficiency measures and on-site renewable energy generation in accordance policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

Reason: In order to secure the optimum energy and resource efficiency measures and on-site renewable energy generation in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP26, DP28 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to commencement of use, the rear bathroom windows to units 3, 4, 5 and 6 shall be installed as obscure glazed and non-openable to a height of 1.7m, and retained and maintained as such.

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

Informative(s):

- 1 Reasons for granting permission: Part 1/2

The proposed mansard roof extension and rear 2 storey extension would provide 3 new residential units in addition to the 2 existing residential units on-site (existing units are located within the front building). The proposal includes the loss of a Betting Shop (Sui generis) at ground floor (129sqm) and retention of a retail unit at the front with a small reduction of 5sqm which is considered de minimis. The Betting Shop would be changed to a flexible office/financial and professional services (B1/A2) use.

The loss of the Betting Shop is considered acceptable as there is no protection for this type of use and the Council considers other uses in a retail area to be more beneficial. Its change to a flexible B1/A2 use is considered to be compatible with the residential uses above and would not be detrimental to the functionality of the retail unit to the front or surrounding area. The proposed residential accommodation is welcomed in accordance with policy DP2.

The overall mix of residential units on-site would comprise of 2x1 bed and 3x2 bed units which is considered acceptable and complies with policy DP5 (which requires at least 40% to be 2 bed). The proposed units and room sizes exceed the National Housing Standards and one of the flats provides external amenity space. A new side access point is proposed as the main entrance to the residential element. This is considered safe due to its proximity and visibility from the high street and subject further to design-out-crime details which would be secured via planning condition.

The proposal has been assessed against the BRE guidelines with regards to daylight and sunlight implications and found to comply. Due to its size, location and similar layout to the adjoining building, the development would not significantly harm the amenity of any adjoining residential occupiers in terms of loss of light, outlook, enclosure or privacy. All residential units would receive good level of daylight including the front rooms of the rear extension, which benefits from dual and triple aspects. Conditions would be attached relating to the rear terrace and obscuring of rear windows to prevent overlooking/loss of privacy. This is required due to their direct facing relationship and proximity.

The proposal includes a mansard roof extension to the front building which has been designed as a true flat mansard compliant with design guidance (CPG1). The rear extension is 2 storeys high with the top storey designed as a similar mansard to that at the front. The remainder of the frontage to the rear is designed to align and be in keeping with the mews context and is considered acceptable.

Whilst the development would have some impact in terms of additional massing to the rear, such an extension in this location is not considered harmful to the character or appearance of the host building and street scene as the rear area of the site has been infilled in the past and the extension will sit well within the context of its surroundings.

The development would provide secure cycle storage, subject to condition, the new residential units would be secured as car-free and highway contributions are to be secured via a legal agreement.

One comment has been received and duly taken into account prior to making this decision. The site's planning history were taken into account when coming to this decision.

## 2 Reasons for granting permission: Part 1/2

As such, the proposed development is in general accordance with policies CS5, CS7, CS13, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP12, DP17, DP18, DP21, DP22, DP23, DP24, and DP26 of the London Borough of Camden Local Development Framework Development Policies and Policies D3 and SW2 of the Kentish Town Neighbourhood Plan 2016. The proposed development also accords with policies the London Plan 2016 and the National Planning Policy Framework 2012.

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

- 3 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).
- 4 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.
- 5 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 £9,550 (191sqm x £50) for the Mayor's CIL and £95,500 (191sqm 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.

- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.



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

**DRAFT**

**DECISION**





DATED

18 May

2017

(1) A.L. DAVIES LIMITED

and

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

**AGREEMENT**  
relating to land known as  
317-319 Kentish Town Road London NW5 2TJ  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

CLS/COM/ESA/1781.849  
FINAL