DATED 23 August 2017

(1) SARAH LOUISE CURL

and

(2) NATIONAL WESTMINSTER BANK 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
80 Lamble Street, London NW5 4AB
pursuant to
Section 106 of the Town and Country PlanningAct 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
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 4125

CLS/COM/OO.1800.238

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THIS AGREEMENT is made the 23rd day of August

2017

BETWEEN:

- SARAH LOUISE CURL of 80 Lamble Street, London NW5 4AB (hereinafter called 1. "the Owner") of the first part
- NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 00929027) whose 2. registered office is at 135 Bishopsgate, London, EC2M 3UR (hereinafter called "the Mortgagee") of the second part and whose addrew for service to Geolit Documentation Po Box 339, Marchester Mbo DAM
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of 3. 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 NGL366304 subject to a charge to the Mortgagee.
- The Owner is the freehold owner of and is interested in the Property for the purposes 1.2 of Section 106 of the Act.
- A Planning Application for the development of the Property was submitted to the 1.3 Council and validated on 27 January 2017 and the Council resolved to grant permission conditionally under reference number 2017/0563/P subject to the conclusion of this legal Agreement.
- The Council is the local planning authority for the purposes of the Act and is the local 1.4 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 NGL366304 and dated 28 August 2003 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 "the Development" change of use from office (B1a) to single-

window to street elevation and 3 x rooflights, with part demolition of single-storey front extension to form garden amenity space as shown on drawing numbers:- Location Plan; SC01-R2; SC/ 02 -30/03/2017; Planning Statement, SC/ 02 R1; Change of use

residential unit (C3); and installation of 1 x

Supporting Statement

2.4 "the Highways
Contribution" the sum of £3,000 (three thousand 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) repairing the pavement near the Property; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

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

2.5 "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

2.6 "Occupation Date"

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

2.7 "the Parties"

mean the Council the Owner and the Mortgagee

2.0 the Harming Application	2.8	"the	Planning	Application"
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a planning application in respect of the development of the Property submitted to the Council and validated on 27 January 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/0563/P subject to conclusion of this Agreement

2.9 "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

2.10 "the Planning Permission"

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

2.11 "the Property"

the land known as 80 Lamble Street, London NW5 4AB the same as shown shaded grey on the plan annexed hereto

2.12 "the Public Highway"

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

2.13 "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

2.14 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
 - (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.
- 4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name

and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 HIGHWAYS CONTRIBUTION

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.3 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.4 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.
- 4.2.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause

- 6.1 hereof quoting planning reference 2017/0563/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 2017/0563/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.2 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 2017/0563/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times (Y-X)$$

- 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 and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/0563/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.

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- 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.
- 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 chargee 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. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY SARAH LOUISE CURL in the presence of:

Sarah Cul

Witness Signature

Witness Name (LATRE BRENER

Address 188 WAXLAM, MANSPELL RD, NW3 25L

Occupation ADMIN SUPPORT

EXECUTED AS A DEED BY

NATIONAL WESTMINSTER BANK PLC

By

in the presence of signed and Delivered as a Deed

For and on behalf of

·National·Westminster Bank Plc By a duly authorised Attorney

In the presence of SHAUN KITRICK

Martyn Freeman

DOCUMENTOR CREDIT DOCUMENTATION

REF 4304265 MOS

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

R. Alexander

Authorised Signatory

NORTHGATE SE GIS Print Template



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Regeneration and Planning Development Management

London Borough of Camden Town Hall Judd Street London WC1H 9JE

Tel 020 7974 4444

planning@camden.gov.uk www.camden.gov.uk/planning

Mr Dean La Tourelle 21 A Upper Park Road London NW3 2UN

Application Ref: 2017/0563/P

18 July 2017

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION

Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

80 Lamble Street London NW5 4AB

Proposal:

Change of use from office (B1a) to single-residential unit (C3); and installation of 1 x window to street elevation and 3 x rooflights, with part demolition of single-storey front extension to form garden amenity space.

Drawing Nos: Location Plan; SC01-R2; SC/ 02 -30/03/2017; Planning Statement, SC/ 02 R1; Change of use Supporting Statement.

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

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

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

Condition(s) and Reason(s):

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).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies A1 and D1 of the Camden Local Plan 2017.

The development hereby permitted shall be carried out in accordance with the following approved plans [Location Plan; SC01-R2; SC/ 02 -30/03/2017; Planning Statement, SC/ 02 R1; Change of use Supporting Statement.]

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

The two cycle spaces herby approved and shown on the ground floor plan shall be provided in their entirety prior to the first occupation of the new unit, and permanently retained thereafter.

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

Informative(s):

1 Reasons for granting permission:

Policies E2 of the Local Plan seeks to protect employment space in the borough by retaining land and buildings that are suitable for continued business; and resisting the loss of office space, unless it can be demonstrated to the Council's satisfaction that a building is no longer suitable for its existing business use and there is evidence that the possibility of retaining, reusing or redeveloping the site or building for similar or alternative business use has been fully explored over an appropriate period of time. When it can be demonstrated that a site is not suitable for any business use other than B1(a) offices, the Council may allow a change to permanent residential use.

The office building was built approximately 65 years ago as an Express Dairy depot for electric milk delivery vehicles. In the 1980's the building was converted into office (144sqm) however it was of poor quality with no draft exclusion fitted, the walls were not lined and insulated, and adequate light and ventilation was not considered. The building comprises concrete and steel frame with solid brickwork infill walls, concrete beam flat roof structure, a steel truss gable roof structure and corrugated asbestoscement gable roof covering with large skylights. Presently, the office accommodation is outdated and in a poor condition. It would require significant investment to refurbish the finishes, electrical systems and sanitary accommodation in order to bring it up to standard for a modern office use. The building layout is also not well suited for modern office accommodation. For structural reasons, the spine wall on all floors, which cannot be removed due to the building's historic status and structural considerations.

Given that there is residential accommodation adjacent to the office unit, it is considered that there are no other B class uses that would be appropriate, as light industrial works would detract from the quality of life of the neighbouring residential occupiers. As it has been demonstrated that the site is not suitable for any alternative business use, a permanent residential use is considered appropriate due to the nature of the surrounding historic residential uses and it would revert the building back to residential use in keeping with the residential character of Lambel Street.

The new 3 bedroom flat would meet the minimum internal floorspace requirements of the London Plan and have acceptable layout, room sizes, sunlight, daylight, ventilation and outlook.

The application site has a Public Transport Accessibility Level (PTAL) 4 and is within a Controlled Parking Zone (CA-D). Policy DP18 expects development to be car free in the Central London Area. This permission is therefore subject to a legal agreement to ensure the dwelling will be car free. A condition is added to secure 2 cycle parking spaces, which would be provided internally within the host building.

The host building would retain as much of the industrial character and appearance; and incorporate some fenestration alterations such as new roof plus rooflights and new replacement windows. Amenity garden space would replace part of the single-storey extension enhancing the proposed residential use. No extension is proposed and the shared boundary wall at 2m height plus high-level windows would ensure no impact on neighbouring amenity with respect to loss of daylight and sunlight; privacy or sense of enclosure or light pollution; all in accordance with policy A1.

1 objection was received prior to making this decision. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1; D1; E2; H1, H6, H7; T1 and T2 of the Camden Local Plan 2017. The proposed development also accords with policies of the London Plan 2016 and the National Planning Policy Framework 2012.

- 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).
- Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 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.
- The Inspector's report on the Local Plan was published on 15 May 2017 and concludes that the plan is 'sound' subject to modifications being made to the Plan. While the determination of planning applications should continue to be made in accordance with the existing development plan until formal adoption, substantial weight may now be attached to the relevant policies of the emerging plan as a material consideration following publication of the Inspector's report, subject to any relevant recommended modifications in the Inspector's report.

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

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DATED 23 August 2017

(1) SARAH LOUISE CURL

and

(2) NATIONAL WESTMINSTER BANK 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
80 Lamble Street, London NW5 4AB
pursuant to
Section 106 of the Town and Country PlanningAct 1990 (as amended);
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Section 111 of the Local Government Act 1972;
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