

DATED 22 September 2017

**(1) GFZ PROPERTIES LIMITED**

and

**(2) EFG PRIVATE BANK LIMITED**

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

**6 JOHN STREET, HOLBORN, LONDON WC1N 2ES**

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; and**

**Section 1(1) of the Localism Act 2011**

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

Tel: 020 7974 4125  
CLS/COM/OO.1800.382  
Final

# CONSTITUTION

OF THE

UNITED STATES OF AMERICA

ADOPTED

SEPTEMBER 17, 1787

AT PHILADELPHIA

IN CONGRESS ASSEMBLED

THE SENATE AND HOUSE OF REPRESENTATIVES

DO HEREBY CERTIFY

TO ALL WHOM THESE PRESENTS SHALL COME

THIS AGREEMENT is made the 22<sup>nd</sup> day of September 2017

**BETWEEN:**

- A. **GFZ PROPERTIES LIMITED** (Co. Regn. No. 08364698) whose registered office is at 2 St. Andrews Place, Southover Road, Lewes BN7 1UP (hereinafter called "the Owner") of the first part
- B. **EFG PRIVATE BANK LIMITED** (Co. Regn. No. 2321802) of Leconfield House, Curzon Street, London W1J 5JB (hereinafter called "the Mortgagee") of the second part
- C. **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 NGL969010 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 8 June 2017 and the Council resolved to grant permission conditionally under reference number 2017/2434/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL969010 and dated 2 May 2017 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 "Affordable Housing" low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents

2.3 "Affordable Housing Contribution" the sum of £58,353 (fifty eight thousand three hundred and fifty three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden

2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.5 "the Development" Creation of three self-contained residential units (C3) (3 x 2 bed) on the ground and lower ground floor floors. Works include a proposed infill

extension to the rear elevation, reconfiguration of cycle stores and reduction in height of rear boundary wall as shown on drawing numbers:- (P\_)00 and 01-03 Rev A; 04 Rev B and 05 Rev A, (24936-)P090 and P100 Rev P1, Heritage Statement dated June 2017, Daylight and Sunlight Assessment dated 24/05/2017, Design & Access Statement Rev A dated 26/05/2017 and Lyfthaus Quotation dated 07/04/2015

2.6 "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

2.7 "Occupation Date"

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

2.8 "the Parties"

mean the Council, the Owner and the Mortgagee

2.9 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 8 June 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2434/P subject to conclusion of this Agreement

2.10 "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

- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 6 John Street, Holborn, London WC1N 2ES the same as shown shaded grey on the plan annexed hereto
- 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, 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 AFFORDABLE HOUSING CONTRIBUTION**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

## **4.2 CAR FREE**

4.2.1 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.

4.2.2 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 of this Agreement.

## **4.3 SUBSEQUENT AFFORDABLE HOUSING**

4.3.1 If at any time after the date of this Agreement any planning permission is granted for the further development of the Property which gives consent to the development of



additional floorspace for residential purposes and/ or additional residential units are created within the Property ("the Subsequent Development") such that the aggregate total of the existing residential units and floor space on the Property at the time and the Subsequent Development exceeds the Council's policies on contributions to the supply of Affordable Housing the Owner agrees to enter into an agreement with the Council ("the Subsequent Agreement") to secure the following:-

- (i) A contribution by the Owner towards the provision of Affordable Housing in the London Borough of Camden such contribution to be based on the aggregate total of the existing residential units and floor space on the Property at the time and the Subsequent Development.

4.3.2 Not to Implement or allow Implementation of the Subsequent Development until such time as the Owner has entered into the Subsequent Agreement as referred to in clause 4.3.1.

## 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 2017/2434/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 Borough Solicitor 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 2017/2434/P.
- 5.7 Payment of the Affordable Housing Contribution pursuant to Clause 4.1 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 2017/2434/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

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

- 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 and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2017/2434/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 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. JOINT AND SEVERAL LIABILITY

8.1 All Covenants made by the Owner and the Mortgagee 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

**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

EXECUTED AS A DEED BY  
GFZ PROPERTIES LIMITED  
in the presence of:-  
acting by a Director ~~and its Secretary~~  
~~or by two Directors~~

in the presence of

Director

FAYRER CASTLE  
44 Southampton Buildings  
London WC2A 7AP

Director/Secretary

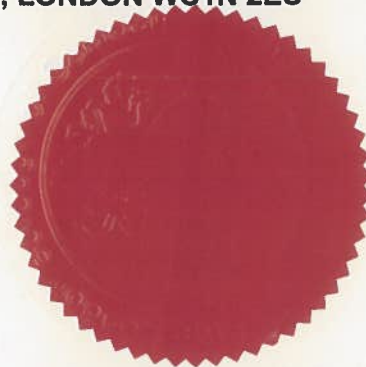
EXECUTED AS A DEED BY  
EFG PRIVATE BANK LIMITED  
By *CHRIS FLEMING-BROWN*  
in the presence of:-

*PETER CURTIS*  
c/o EFG Private Bank  
Leconfield House  
Curzon Street  
W1J 8TB

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 6 JOHN  
STREET, HOLBORN, LONDON WC1N 2ES**

**THE COMMON SEAL OF THE MAYOR  
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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# STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument,

and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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Marek Wojciechowski Architects  
66-68 Margaret Street  
London  
W1W 8SR

Application Ref: **2017/2434/P**

25 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:  
**6 John Street  
London  
WC1N 2ES**

**Proposal:**

Creation of three self-contained residential units (C3) (3 x 2 bed) on the ground and lower ground floor floors. Works include a proposed infill extension to the rear elevation, reconfiguration of cycle stores and reduction in height of rear boundary wall.

Drawing Nos: (P\_)00 and 01-03 Rev A; 04 Rev B and 05 Rev A, (24936-)P090 and P100 Rev P1, Heritage Statement dated June 2017, Daylight and Sunlight Assessment dated 24/05/2017, Design & Access Statement Rev A dated 26/05/2017 and Lyfthaus Quotation dated 07/04/2015.

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 (P\_00 and 01-03 Rev A; 04 Rev B and 05 Rev A, (24936-)P090 and P100 Rev P1, Heritage Statement dated June 2017, Daylight and Sunlight Assessment dated 24/05/2017, Design & Access Statement Rev A dated 26/05/2017 and Lyfthaus Quotation dated 07/04/2015.

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

- 3 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 D1 and D2 of the London Borough of Camden Local Plan.

- 4 Prior to the occupation of the development, details of secure and covered cycle storage area for 16 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 T1 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 6 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 7 The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan June 2017.

Informative(s):

1 Site analysis

This application relates to the lower ground and ground floors of 6 John Street, which is a 6 storey grade II listed building that was rebuilt in Neo-Georgian style and restored in 1989. The building is currently vacant and has been the subject of development commenced under 2014/6795/P and 2014/7045/L, which gave permission to convert the former construction training centre (D1) into 7 residential flats (C3). The development has not been substantially completed and none of the units are ready for occupation.

Land use

While the residential use on the lower floors has not been fully implemented, the works have commenced under 2014/6795/P making it a material consideration. Given the fallback position there is no objection to change of use to residential.

Affordable housing

Local Plan policy H4 requires a contribution to affordable housing from all developments providing one or more additional residential units with an increase in floorspace of 100m<sup>2</sup> (GIA) or more. The sliding scale target, starting at 2% for one home and increasing by 2% for each home added to capacity, is applied to the additional floorspace proposed. The affordable percentage is calculated on the basis that 100m<sup>2</sup> (GIA) is sufficient 'capacity' for a single home. Schemes providing between 1-9 units will be expected to make a payment in lieu (PIL) of affordable housing, subject to viability. The proposed GIA of the development would be 336m<sup>2</sup>, with the GEA being 367m<sup>2</sup>. On this basis a PIL of £58,353 would be required and secured via a Section 106 legal agreement. The calculation for the PIL is below:

- Based on a GIA of 336m<sup>2</sup> the percentage target would be 6%
- The existing PIL figure is £2,650 per m<sup>2</sup>, based on GEA
- The proposed increase of floorspace in GEA is 367m<sup>2</sup>
- GEA floorspace target is 6% x 367m<sup>2</sup> = 22.02m<sup>2</sup>
- Financial contribution calculated as 22.02m<sup>2</sup> x £2,650 per m<sup>2</sup> = £58,353

Residential accommodation

The proposal provides 3 x 2 bed units, which are a high priority as per policy H7. The units all have large sizes, exceeding the technical space standards, are dual aspect and provide an adequate provision of light and outlook.

#### Design and heritage

The main external alteration proposed is a ground floor level rear infill extension. The proposal would result in a uniform rear wall and given its height, which sits slightly above the boundary treatment either side, would be subordinate to the host building and not visually dominant from views to the rear.

The host building contains no historic fabric and is listed as grade II to control its contribution to the Georgian terrace and the Bloomsbury Conservation Area in which it sits. There are no objections to the internal works, which are subject to listed building consent application 2017/3331/L.

#### Residential amenity

Due to the height and depth of the rear extension it would not materially harm the neighbouring amenity of any of the adjoining occupiers by way of a loss of light, outlook or overbearing impact.

#### Transport

The scheme would be car-free which would be secured via S106. This is due to the site having excellent transport links, being located within the Central London Area with a PTAL of 6B.

In line with Policy T1 of the Local Plan, cycle parking at new developments must be provided in accordance with the standards set out in the London Plan. For 2 bedroom flats this gives a requirement for 2 spaces per unit, which gives a requirement for 6 spaces. For the whole property (i.e. including the upper floors of the building) the requirement is 6 spaces. The submitted plans show 16 Justa two tier spaces at ground and lower ground floor. The lower ground floor spaces are accessible from the ground floor of the property by means of a lift. It is considered that the proposed cycle parking arrangements are acceptable and their provision should be secured by means of a planning condition.

- 2 The proposed development is relatively minor in nature and a Construction Management Plan (CMP) is unnecessary in this instance. A CMP was previously secured against the development in respect of extant permission 2014/6795/P and it is expected that this will continue to apply as the rest of the building works at the site are carried out. Furthermore, a contribution towards repaving the footway adjacent to the site is unnecessary in this instance. A contribution was previously secured against this site in respect of the extant permission 2014/6795/P and this can be used to repair any damage that may be caused to the footway as a result of this application.

#### CIL

The proposal by its size and land use type is liable for the London Borough of Camden's Community Infrastructure Levy (CIL) introduced on the 1st April 2015 to help pay for local infrastructure and the Mayoral CIL which helps fund Crossrail introduced on 1st April 2012.



### Objections

No written representations have been received from third parties. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

### Policies

Special regard has been attached to the desirability of preserving the listed building, and its features of special architectural or historic interest, and the character and appearance of the conservation area 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.

On the above basis, the proposed development is in general accordance with policies G1, H1, H4, H6, H7, C2, A1, D1, D2, T1, T2, T3, T4 and DM1 of the Camden Local Plan June 2017. The proposed development also accords the London Plan 2016 and the National Planning Policy Framework 2012.

- 3 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).
- 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 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.
- 5 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

We will then issue a CIL demand notice setting out what monies needs to 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)

- 6 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.

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

# COLLAGEN

Hydrolyzed Collagen

TO PREPARE A 1% SOLUTION OF COLLAGEN IN WATER, ADD 1 GRAM OF COLLAGEN TO 100 ML OF WATER.

COLLAGEN IS A NUTRIENT  
AND IS FOUND IN ALL  
ANIMAL TISSUES.

COLLAGEN IS A NUTRIENT  
AND IS FOUND IN ALL  
ANIMAL TISSUES.

DATED 22 September 2017

**(1) GFZ PROPERTIES LIMITED**

and

**(2) EFG PRIVATE BANK LIMITED**

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

**6 JOHN STREET, HOLBORN, LONDON WC1N 2ES**

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; and**

**Section 1(1) of the Localism Act 2011**

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

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