

DATED

5 October

2017

(1) RIVENDALE PROPERTIES LIMITED

and

(2) MOUNT STREET MORTGAGE SERVICING 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

32 Percy Street London W1T 2DE

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)

Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism
Act 2011

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

CLS/COM/ESA/1800.304

v 3

THIS AGREEMENT is made the 5th day of October 2017

BETWEEN:

- i. **RIVENDALE PROPERTIES LIMITED** (incorporated in British Virgin Islands) and whose address for service in the United Kingdom is Trophaeum Asset Management Limited, 2nd Floor Birkett House, 27 Albemarle Street, London W1S 4HZ (hereinafter called "the Owner") of the first part
- ii. **MOUNT STREET MORTGAGE SERVICING LIMITED** (Company No: 03411668) whose registered address is 26 Red Lion Square, London, WC1R 4AGS (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 314028 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 30 November 2015 and the Council resolved to grant permission conditionally under reference number 2015/6537/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 dated 4 August 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 | "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 demolition of any existing building and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway |

network including (but not limited to):

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure 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 £1,140.00 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
- 2.6 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- and for the avoidance of doubt includes the demolition of any existing buildings
- 2.7 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.8 "the Development" erection of 2 storey rear extension with copper

roof and rooflights (including basement excavation) following demolition of existing extension, replacement front windows at 2nd floor level, replacement rear windows, alteration to rear dormer, insertion of rooflight, 4 condensers at roof level and 1 condenser to front vault, all to existing offices (Class B1) as shown on drawing numbers:- 806(01)001_revA; 806(PL)100 Rev-; 806(PL)101 Rev-; 806(PL)102 Rev-; 806(PL)103 Rev-; 806(PL)104 Rev-; 806(PL)105 Rev-; 806(PL)200 Rev A; 806(PL)201 Rev-; 806(PL)300 Rev A; 806(PL)301 Rev-; 806(PL)600 Rev-; 806(PL)601 Rev-; 806(PL)602 Rev-; 806(PL)603 Rev-; 806(PL)604 Rev-; 806(PL)605 Rev-; 806(PL)700 Rev A; 806(PL)701 Rev-; 806(PL)800 Rev B; 806(PL)801 Rev A

Supporting documents: Heritage Assessment prepared by Anthony Walker dated November 2015; Design & Access Statement prepared by Garnett and Partners dated November 2015; Method Statement prepared by TPS dated 19.11.15; M&E Drawings - Planning Issue - Rev A - November 2015; Noise Impact Assessment prepared by Clark Saunders Acoustics dated 26 October 2015; Basic Ground Investigation Report prepared by Jomas dated 13 November 2015; Geotechnical Desk Study, Ground Investigation & Basement Impact Assessment prepared by Jomas dated August 2016; Indicative Programme dated 14/09/16; Method Statement for Carrying out Internal Alterations and Extensions prepared by ESD dated January 2017; ESD Structural Engineers response dated 23rd December 2016;

Retaining walls design parameters prepared by A-Squared dated 12/12/16; GMA prepared by A-Squared dated 26/02/17; Basement structure sequence drawings prepared by GSS dated 9/12/16; Underpinning design prepared by GSS dated 17/01/2017; Groundwater monitoring results prepared by Jomas dated 2nd March 2017

- 2.9 "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
- 2.10 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.11 "the Parties" mean the Council the Owner and the Mortgagee
- 2.12 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 November 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/6537/P subject to conclusion of this Agreement
- 2.13 "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

2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto at Annexure B

2.15 "the Property" the land known as 32 Percy Street London W1T 2DE the same as shown shaded grey on the plan annexed hereto at Annexure A

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011. This Agreement shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development, the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the planning reference 2015/6537/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 (and vice versa) 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 reasonable requests to provide documentation within the Owner's possession which is directly related to the obligations in this Agreement (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 as a direct result of a 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, following the issue by the Council of the original discharge notice 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 2015/6537/P.
- 5.7 Payment of the Construction Management Plan Implementation Support 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 2015/6537/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road, Middlesex, EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such

payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that:-

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Cultural and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/6537/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.
- 6.5 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.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED as a Deed on behalf of)
RIVENDALE PROPERTIES LIMITED)
a company incorporated in)
the British Virgin Islands by)
JOHN KORE MCHUSKIE)
and)
ALEXANDRA MCHUSKIE)
being persons who in accordance)
with the laws of that territory are)
acting under the authority of)
the company)

[Handwritten Signature]
.....
Authorised Signatory

[Handwritten Signature]
.....
Authorised Signatory

EXECUTED as a Deed by
Common Security Agent

MOUNT STREET MORTGAGE
SERVICING LIMITED

[Handwritten Signature]

Serenity Morley
Authorised Signatory

Signature of Witness: *[Handwritten Signature]*

Name of Witness: *Ulton Bruton*

Address of Witness:
Third Floor, New City Court
20 St Thomas Street
London SE1 9RS

Occupation of Witness: *Asset Manager*

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

[Handwritten Signature]
.....
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

Annexure A
Plan of Property

NORTHGATE SE GIS Print Template



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Annexure B

Draft planning Permission

Garnett + Partners LLP
Holborn Hall
195 High Holborn
London WC1V 7BD

Application Ref: **2015/6537/P**

15 September 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:
32 Percy Street
London
W1T 2DE

Proposal:

DECISION
Erection of 2 storey rear extension with copper roof and rooflights (including basement excavation) following demolition of existing extension, replacement front windows at 2nd floor level, replacement rear windows, alteration to rear dormer, insertion of rooflight, 4 condensers at roof level and 1 condenser to front vault, all to existing offices (Class B1).

Drawing Nos: 806(01)001_revA; 806(PL)100 Rev-; 806(PL)101 Rev-; 806(PL)102 Rev-; 806(PL)103 Rev-; 806(PL)104 Rev-; 806(PL)105 Rev-; 806(PL)200 Rev A; 806(PL)201 Rev-; 806(PL)300 Rev A; 806(PL)301 Rev-; 806(PL)600 Rev-; 806(PL)601 Rev-; 806(PL)602 Rev-; 806(PL)603 Rev-; 806(PL)604 Rev-; 806(PL)605 Rev-; 806(PL)700 Rev A; 806(PL)701 Rev-; 806(PL)800 Rev B; 806(PL)801 Rev A

Supporting documents: Heritage Assessment prepared by Anthony Walker dated November 2015; Design & Access Statement prepared by Garnett and Partners dated November 2015; Method Statement prepared by TPS dated 19.11.15; M&E Drawings - Planning Issue - Rev A - November 2015; Noise Impact Assessment prepared by Clark Saunders Acoustics dated 26 October 2015; Basic Ground Investigation Report prepared by Jomas dated 13 November 2015; Geotechnical Desk Study, Ground Investigation & Basement Impact Assessment prepared by Jomas dated August 2016; Indicative Programme dated 14/09/16; Method Statement for Carrying out Internal Alterations and Extensions prepared by ESD dated January 2017; ESD Structural Engineers response dated 23rd December 2016; Retaining walls design parameters prepared by A-Squared dated 12/12/16; GMA prepared by A-Squared dated 26/02/17; Basement structure

sequence drawings prepared by GSS dated 9/12/16; Underpinning design prepared by GSS dated 17/01/2017; Groundwater monitoring results prepared by Jomas dated 2nd March 2017

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

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

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

Condition(s) and Reason(s):

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

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

- 2 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: 806(01)001_revA; 806(PL)100 Rev-; 806(PL)101 Rev-; 806(PL)102 Rev-; 806(PL)103 Rev-; 806(PL)104 Rev-; 806(PL)105 Rev-; 806(PL)200 Rev A; 806(PL)201 Rev-; 806(PL)300 Rev A; 806(PL)301 Rev-; 806(PL)600 Rev-; 806(PL)601 Rev-; 806(PL)602 Rev-; 806(PL)603 Rev-; 806(PL)604 Rev-; 806(PL)605 Rev-; 806(PL)700 Rev A; 806(PL)701 Rev-; 806(PL)800 Rev B; 806(PL)801 Rev A

Supporting documents: Heritage Assessment prepared by Anthony Walker dated November 2015; Design & Access Statement prepared by Garnett and Partners dated November 2015; Method Statement prepared by TPS dated 19.11.15; M&E Drawings - Planning Issue - Rev A - November 2015; Noise Impact Assessment prepared by Clark Saunders Acoustics dated 26 October 2015; Basic Ground Investigation Report prepared by Jomas dated 13 November 2015; Geotechnical Desk Study, Ground Investigation & Basement Impact Assessment prepared by

Jomas dated August 2016; Indicative Programme dated 14/09/16; Method Statement for Carrying out Internal Alterations and Extensions prepared by ESD dated January 2017; ESD Structural Engineers response dated 23rd December 2016; Retaining walls design parameters prepared by A-Squared dated 12/12/16; GMA prepared by A-Squared dated 26/02/17; Basement structure sequence drawings prepared by GSS dated 9/12/16; Underpinning design prepared by GSS dated 17/01/2017; Groundwater monitoring results prepared by Jomas dated 2nd March 2017

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

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The development shall not be carried out other than in accordance with the methodologies, recommendations and requirements of the BIA prepared by Jomas Associates dated August 2016 hereby approved, including structural monitoring plan in accordance with paragraph 5.7 of ESD Structural Engineers response dated 23rd December 2016 and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 0.

Reason: To safeguard the appearance and structural stability of neighbouring buildings 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 DP27 of the London Borough of Camden Local

Development Framework Development Policies.

Informative(s):

- 1 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).
- 2 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.
- 3 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.
- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

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

Yours faithfully

Supporting Communities Directorate