

DATED 30 October 2017

(1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE  
CITY OF LONDON

and

(2) PLATINE HOLDINGS 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  
Showroom and Premises at Ground Floor Whittington House  
19-30 Alfred Place London WC1E 7EA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

CLS/COM/ESA/1800.259  
FINAL



THIS AGREEMENT is made the 30<sup>th</sup> day of October 2017

**BETWEEN:**

- i. **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** of PO Box 270 Guildhall London EC2P 2EJ and of DX121783 Guildhall (hereinafter called "the Freeholder") of the first part
- ii. **PLATINE HOLDINGS LIMITED** (incorporated in British Virgin Islands) of 263 Main Street Road Town Tortola British Virgin Islands and whose address for service in the United Kingdom is 5th Floor, Whittington House, 19-30 Alfred Place London WC1E 7EA c/o Gareth Wilcox (hereinafter called "the Leaseholder") of the second part
- iv. **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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL892671.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL873130.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act under a headlease dated 23<sup>rd</sup> December 2004 made between the Freeholder, Cockspur Property (General Partner) Limited and Cockspur Property (Nominee No. 1) Limited ("the Headlease").
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 17 January 2017 and the Council resolved to grant permission conditionally under reference number 2017/0258/P subject to conclusion of this legal Agreement.
- 1.7 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The Freeholder enters into this Agreement without prejudice to the provisions of the Headlease and its rights thereunder

## 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 | "Business 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 businesses of the locality in which the Development is situated |
| 2.4 | "Business 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 a Business Parking Bay

- 2.5 "the Development" change of use at ground floor (currently furniture display and sales - Sui Generis) to B1 office use as shown on drawing numbers:- Design & Access Statement, EX(03)010, PL(03)001 and PL(03)010 (as described under the Planning Application)
- 2.6 "the Environmental Contribution" the sum of £15,000 (fifteen 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 provision of various pedestrian cycle and public realm improvements in the vicinity of the Development
- 2.7 "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
- 2.8 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.9 "the Parties" mean the Council the Freeholder and the Leaseholder
- 2.10 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 17 January 2017 for which a resolution to grant permission has been

passed conditionally under reference number 2017/0258/P subject to conclusion of this Agreement

2.11 "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

2.12 "the Planning Permission"

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

2.13 "the Property"

the land known as Showroom and Premises at Ground Floor Whittington House 19-30 Alfred Place London WC1E 7EA the same as shown shaded grey on the plan annexed hereto

2.14 "the Travel Plan Statement Monitoring 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 review and approve the Owner's Travel Plan Statement over a six year period from the date of first Occupation of the Development

2.15 "the Travel Plan Statement Co-ordinator"

~~an appropriately qualified and/or experienced~~ person appointed by the Owner to deliver the objectives of the Travel Plan Statement and be responsible for the coordination, implementation, reporting and review of the Travel Plan Statement

with a view to securing an ongoing process of continuous improvement

#### 2.16 "The Travel Plan Statement"

- (a) the elements set out in the First Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (e) provision for the appointment of a Travel Plan Statement Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision

of a mechanism for review and update as required from time to time

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or 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" 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 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 Business Parking Permit to park a vehicle in a Business 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 unit (being part of the Development) at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those 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 **Environmental Contribution**

4.2.1 On or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.

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

#### 4.3 **Travel Plan Statement**

4.3.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan Statement for approval; and
- (b) pay to the Council the Travel Plan Statement Monitoring Contribution

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

- (a) the Council has approved the Travel Plan Statement as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Statement Monitoring Contribution in full.

4.3.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan Statement as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan Statement unless otherwise agreed with the Council.

#### 4.4 **Occupational Tenant**

4.4.1 Not to Implement or permit Implementation or otherwise take any steps to carry out the Development until such time as the Owner has demonstrated to the Council's satisfaction that Ergonom Limited (or anyone deriving Title from NGL829687) has either:

- (a) ceased to have any legal or equitable interest in the Property and has permanently vacated the Property; or
- (b) entered into a Section 106 Agreement with the Council covenanting in identical terms to this Agreement.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2017/0258/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/0258/P.

5.7 Payment of the contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/0258/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

5.11 The Leaseholder covenants with the Freeholder that it will observe and perform to the satisfaction of the Council the Owner's obligations in this Deed and will indemnify the Freeholder against any breach or non-observance thereof (save for any breach arising as a result of any act or omission by the Freeholder).

5.12 The Freeholder enters into this Agreement at the request of the Leaseholder and nothing in this Agreement shall be construed as either binding the Freeholder as to the construction of the terms of the Headlease or operating so as to limit the rights of the Freeholder thereunder.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2017/0258/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 Leaseholder agrees to pay the Freeholder its reasonable legal and administrative costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.5 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.6 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.

- 6.7 Neither the Owner 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.
- 6.8 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.
- 6.9 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.
- 6.10 No mortgagee or chargee of the Property shall have any liability under this Agreement unless and until it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

7. **JOINT AND SEVERAL LIABILITY**

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

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 Freeholder and the Leaseholder have executed this instrument as their Deed the day and year first before written

THE COMMON SEAL OF THE MAYOR )  
AND COMMONALTY AND CITIZENS )  
OF THE CITY OF LONDON was hereunto )  
Affixed in the presence of:- )

..... *Deborah Cault* .....  
Authorised Signatory



EXECUTED as a Deed on behalf of )  
PLATINE HOLDINGS LIMITED )  
a company incorporated in )  
the British Virgin Islands by )

being a person who in accordance )  
with the laws of that territory are )  
acting under the authority of )  
the company )

..... *[Signature]* .....  
Authorised Signatory

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

..... *R. Alexander* .....  
Authorised Signatory



## THE FIRST SCHEDULE THE TRAVEL PLAN STATEMENT

### **PART I: Components of the Travel Plan Statement**

**The Travel Plan Statement will be a basis for promoting sustainable travel to and from the Property.**

The National Planning Policy Framework states that... *“All developments which generate significant amounts of movement should be required to provide a Travel Plan.”*

For further advice on developing a Travel Plan Statement see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan Statement where appropriate in partnership with the Council and/or with public transport operators.

**In drawing up the Travel Plan Statement the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-**

#### **1. Public Transport and walking**

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://www.nationalrail.co.uk))
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors.

#### **2. Taxis and Minicabs**



Consideration must be given to the provision and management of Taxi access to the Property.

**3. Traffic Restraint**

The Plan must seek to reduce the volume and impact of vehicles generated by the Development.

**4. On-Street Parking Controls**

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

**5. Parking and Travel**

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

**6. Cycling**

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities

- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

## **PART II: Review and Monitoring of the Travel Plan Statement**

The Owner shall ensure that the Travel Plan Statement contains arrangements for the review and monitoring of the Travel Plan Statement and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan Statement by agreement in the light of developing circumstances.

### **1. Review the Property's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

### **2. Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan Statement. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

### **3. User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Travel Plan Statement is to succeed. This stage will include occupier and user travel surveys

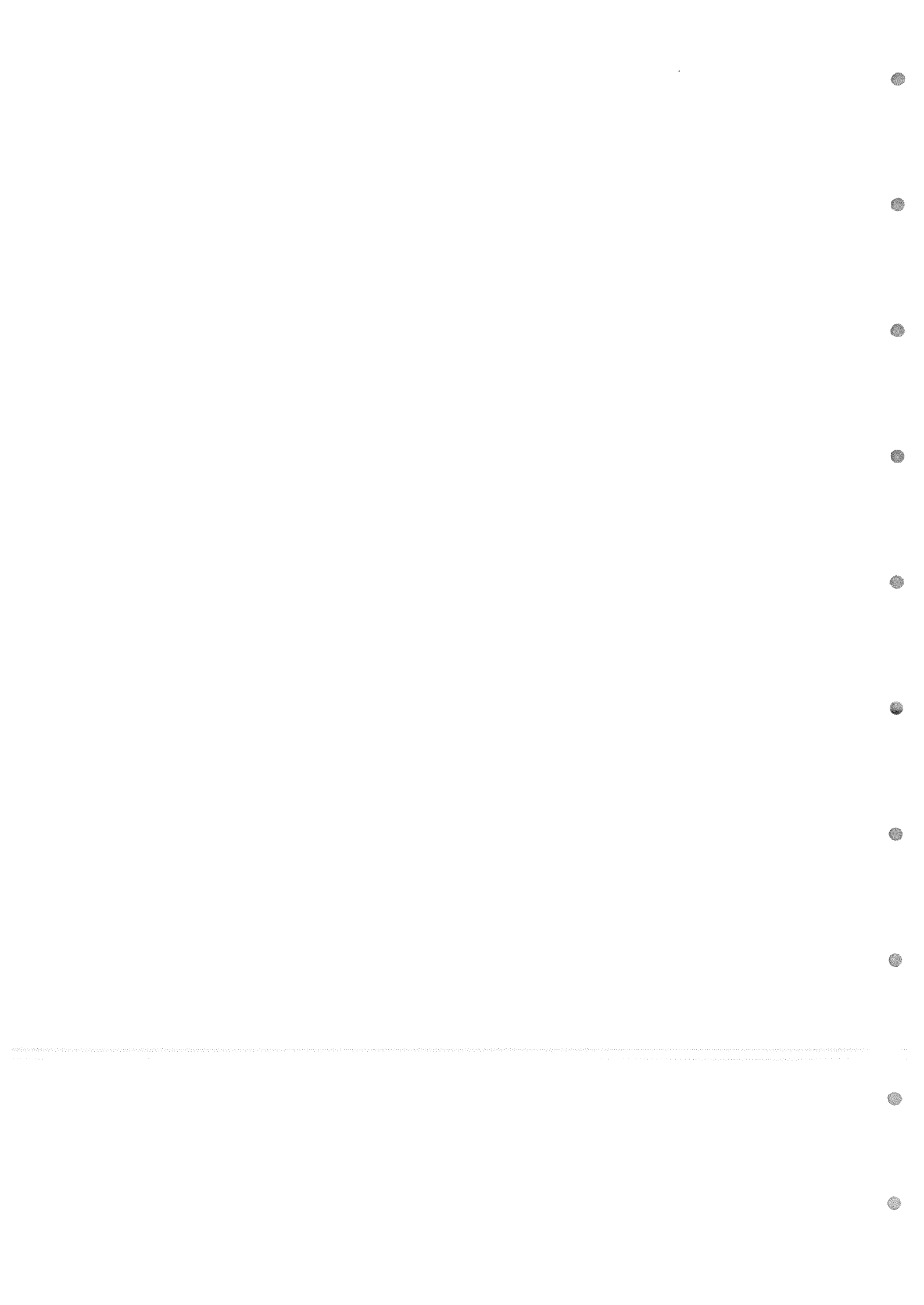
to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan Statement.

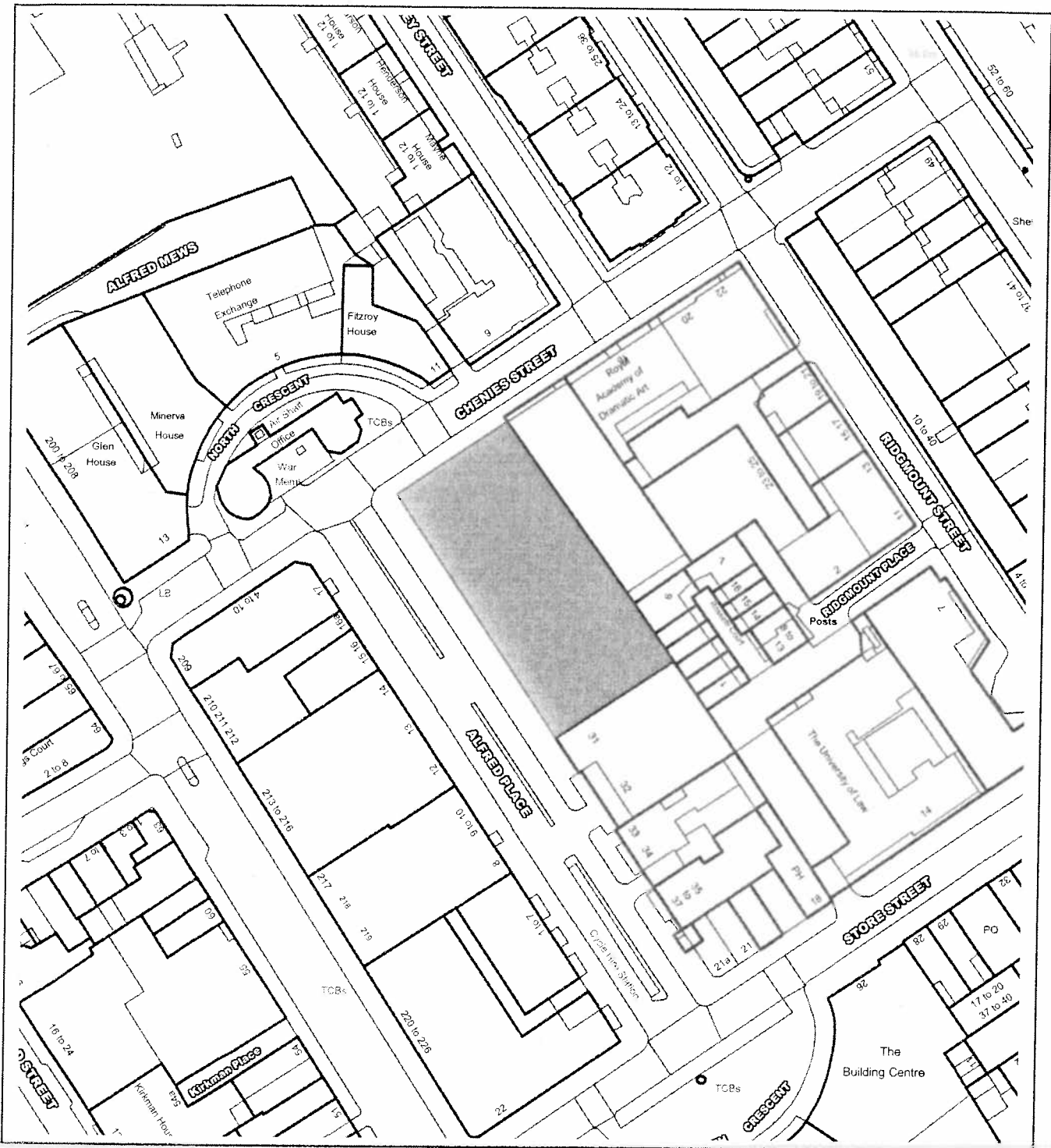
5. **Monitor and Review**

The Travel Plan Statement will secure an ongoing process of continuous improvement. Each version of the Travel Plan Statement shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan Statement is being in maximising the use of sustainable transport.

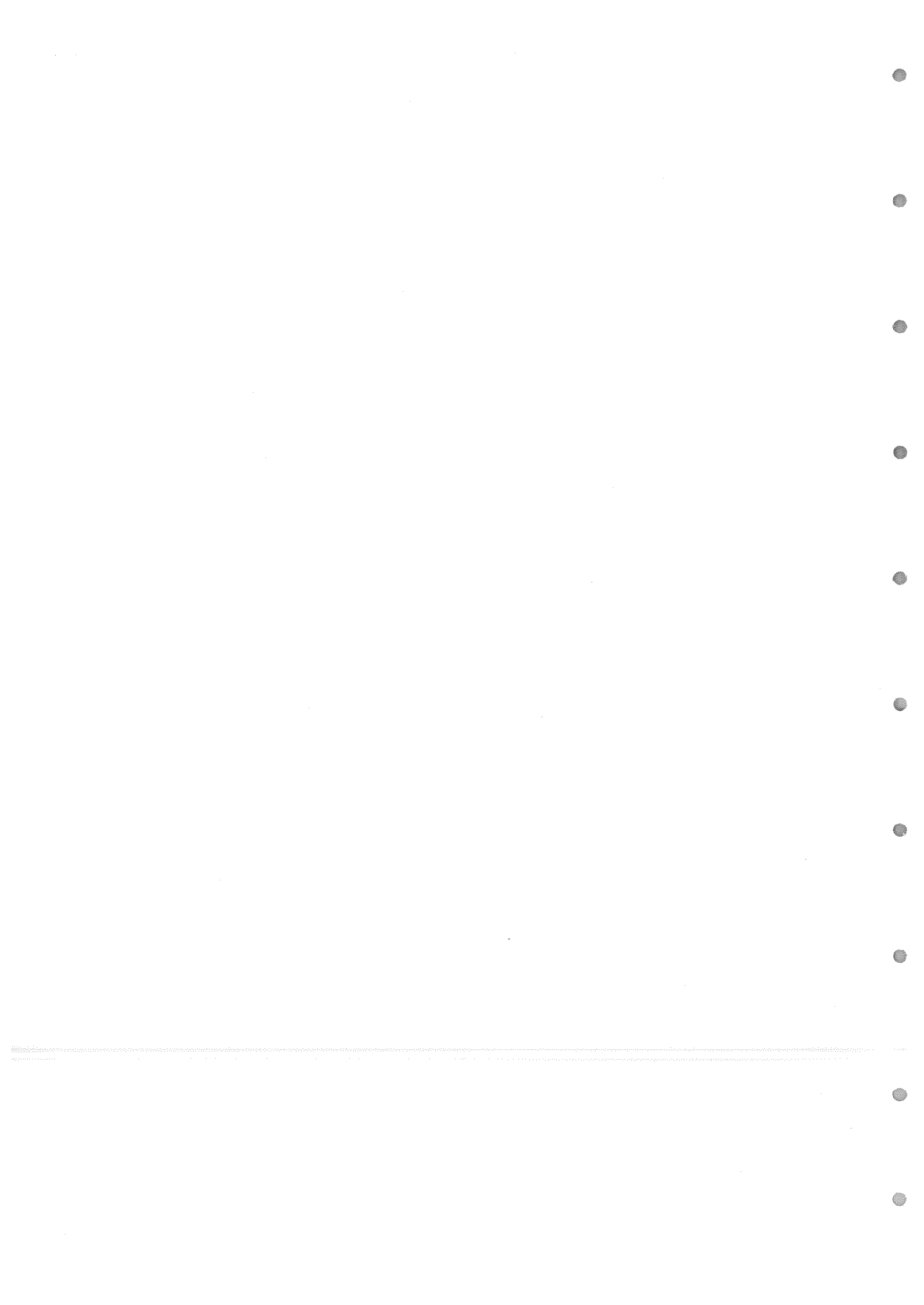


Handwritten scribbles and initials: "DC" and "FH".

# NORTHGATE SE GIS Print Template



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TateHindle  
TateHindle  
1 Lindsey Street  
London  
EC1A 9HP

Application Ref: **2017/0258/P**

17 October 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:

**Showroom and Premises at Ground Floor**  
**Whittington House**  
**19-30 Alfred Place**  
**London**  
**WC1E 7EA**

Proposal:

**DECISION**  
Change of use at ground floor (currently furniture display and sales - Sui Generis) to B1 office use.

Drawing Nos: Design & Access Statement, EX(03)010, PL(03)001 and PL(03)010.

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:

Design & Access Statement, EX(03)010, PL(03)001 and PL(03)010.

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

- 3 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) or any Order revoking and re-enacting that Order, no development within Part 3 of Schedule 2 in Class O of that Order allowing the change of use of offices to dwellinghouses shall be carried out without the grant of planning permission having first been obtained from the Local Planning Authority.

Reason: To protect the commercial floorspace hereby approved and to safeguard the residential amenities of neighbouring occupiers in accordance with the requirements of policies CS5 and CS10 of the London Borough of Camden Local Development Framework Core Strategy and policies DP13 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Before the development commences, details of secure and covered cycle storage for 14 long term and 7 short term cycles shall be submitted to and approved by the local planning authority in compliance with CPG7 Transport. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the use hereby approved and permanently retained thereafter.

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

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).



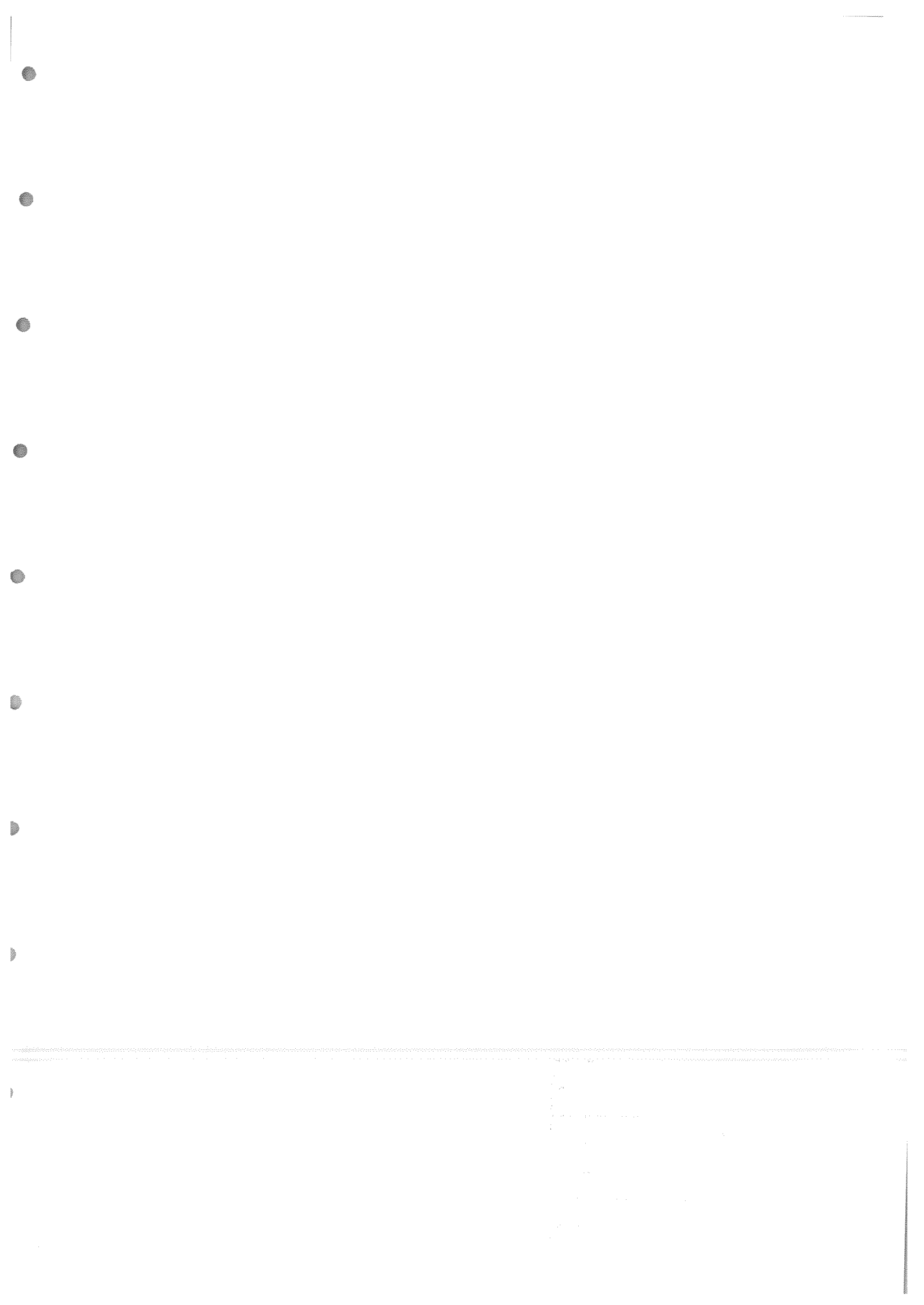
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays 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 The Mayor of London intends to introduce a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time will need to pay a CIL including those submitted before April. This CIL will be collected by Camden on behalf of the Mayor of London. From April 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 m2 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 and we will issue a CIL demand notice setting out what monies needs to paid when and how to pay The CIL will be collected from Camden on behalf of the Mayor.
- 4 The emerging Local Plan is reaching the final stages of its public examination. Consultation on proposed modifications to the Submission Draft Local Plan began on 30 January and ends on 13 March 2017. The modifications have been proposed in response to Inspector's comments during the examination and seek to ensure that the Inspector can find the plan 'sound' subject to the modifications being made to the Plan. The Local Plan at this stage is a material consideration in decision making, but pending publication of the Inspector's report into the examination only has limited weight.

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

|                    |                |
|--------------------|----------------|
| Examined           | LG             |
| Ctee/Couri         | DEL AUTHORITY  |
| Date               | 12-10-17       |
| Passed for Sealing | LG             |
| Fund               | CITY FUND      |
| Power              | §106 TCPA 1990 |
| Seal Folio No.     | 2017/1007      |



DATED 30 October 2017

**(1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE  
CITY OF LONDON**

and

**(2) PLATINE HOLDINGS 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

Showroom and Premises at Ground Floor Whittington House  
19-30 Alfred Place London WC1E 7EA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

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