

DATED 11 December 2017

(1) BIDCREST LIMITED

and

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

A G R E E M E N T
relating to land known as
22 THEOBALD'S ROAD, LONDON WC1X 8PF
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/OO.1800.279



THIS AGREEMENT is made the 11th day of December 2017

B E T W E E N:

1. **BIDCREST LIMITED** (Co. Regn. No. 02431087) whose registered office is at 16 Great Queen Street, Covent Garden, London, WC2B 5AH (hereinafter called "the Owenr") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL300977.
- 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 01 June 2016 and the Council resolved to grant permission conditionally under reference number 2016/2284/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.8 "the Development" subdivide building forming 2 x studios and 1 x 3 bedroom maisonette as shown on drawing numbers:- (Prefix: 8392.) 0, 2, 3, 4, 5, 7, 8, 9A, 10; (Prefix: 1701-) 000, 001, 002, 003, 010, 011, 012, 013, 014, 020, 021, 022, 023, 024, 030, 031, 032, 033, 100, 101, 102, 103, 110, 111, 112, 113, 114, 120, 121, 122, 123, 124, 130, 131, 132, 133 (all dated 06.03.17). Supporting documents: Methods Statement for removal of internal partitions (1632.602); Heritage Impact Schedule (1632 601); Photographic Schedule (1632.603); Heritage Statement (dated June 2016); Design and Access Statement (dated April 2016)
- 2.9 "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

- 2.10 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council and the Owner
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 01 June 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/2284/P subject to conclusion of this Agreement
- 2.8 "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
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 22 Theobald's Road, London WC1X 8PF the same as shown shaded grey on the plan annexed hereto
- 2.11 "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

- 2.12 "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 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 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

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

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

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

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

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

opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

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 2016/2284/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

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 4AG quoting the planning reference number 2016/2284/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 nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during

which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

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

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

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

.....
Director

In the presence of:

.....
Director/Secretary

Witness name

STEPHAN KAY

Witness signature:



Witness Address:

APT 46 2b RUSCINO
14 QUAI ANTOINE 1er
MONACO MC 98008

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 22 THEOBALD'S ROAD, LONDON
WC1X 8PF

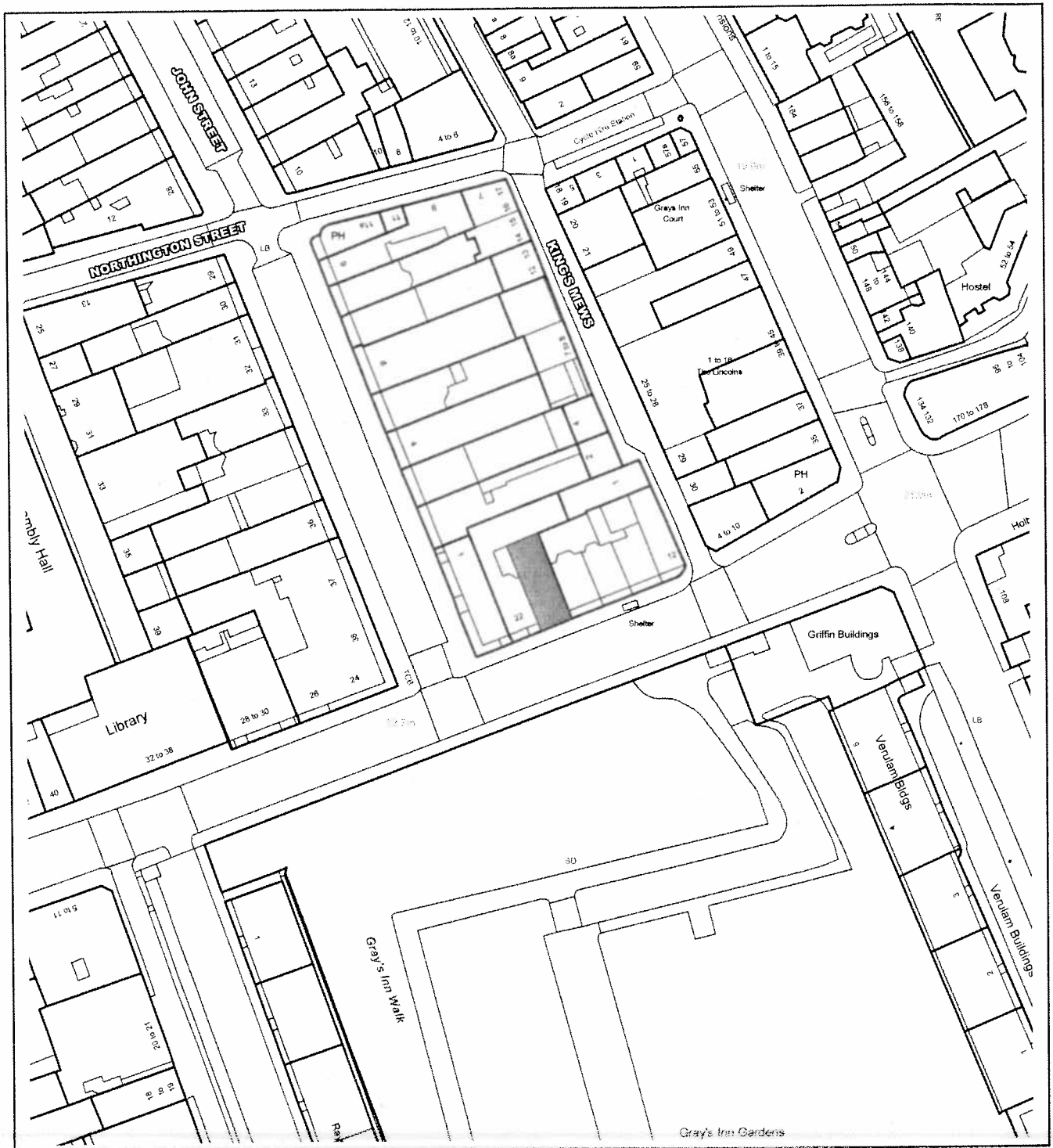
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

..... *R Alexander*
Authorised Signatory





NORTHGATE SE GIS Print Template



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Triplos Architects
Latymer
The Dell
Kingsclere
Newbury
RG20 5NL

Application Ref: **2016/2284/P**

07 November 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:
22 Theobald's Road
London
WC1X 8PF

Proposal:
Subdivision of existing building (C3) to form 3x self-contained flats (2 x studio and 1 x 3b6p maisonette). No external alterations.

Drawing Nos: (Prefix: 8392.) 0, 2, 3, 4, 5, 7, 8, 9A, 10; (Prefix: 1701-) 000, 001, 002, 003, 010, 011, 012, 013, 014, 020, 021, 022, 023, 024, 030, 031, 032, 033, 100, 101, 102, 103, 110, 111, 112, 113, 114, 120, 121, 122, 123, 124, 130, 131, 132, 133 (all dated 06.03.17).

Supporting documents: Methods Statement for removal of internal partitions (1632.602); Heritage Impact Schedule (1632 601); Photographic Schedule (1632.603); Heritage Statement (dated June 2016); Design and Access Statement (dated April 2016).

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

(Prefix: 8392.) 0, 2, 3, 4, 5, 7, 8, 9A, 10; (Prefix: 1701-) 000, 001, 002, 003, 010, 011, 012, 013, 014, 020, 021, 022, 023, 024, 030, 031, 032, 033, 100, 101, 102, 103, 110, 111, 112, 113, 114, 120, 121, 122, 123, 124, 130, 131, 132, 133 (all dated 06.03.17).

Supporting documents: Methods Statement for removal of internal partitions (1632.602); Heritage Impact Schedule (1632 601); Photographic Schedule (1632.603); Heritage Statement (dated June 2016); Design and Access Statement (dated April 2016).

Reason:

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

- 3 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwellings 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.

Informative(s):

- 1 Reasons for granting permission.

In order to rectify the changes made following an unlawful conversion of the dwelling into a HMO and reverse the harm cause upon the listed building, Conservation officers have worked together with the applicant to form a scheme which would allow for the subdivision of the building whilst minimising intervention into historic fabric, features and plan form. As this HMO use was never permitted, it is substandard and without licence, its loss is not objectionable. The conversion of the single-family dwellinghouse into no.3 self-contained units is similarly not objectionable in accordance with policy H3 and is therefore considered acceptable in principle.

The conversion would result in the creation of no.3 self-contained units including 1bed/studio units at ground and 1st floors and a 3 bed maisonette unit at 2nd and 3rd floors. The scheme would provide one 'high' priority as well as two 'lower' priority units in accordance with the Council's Dwelling Size Priority Table. Considering the desire to minimise intervention into the listed building as well as the spatial limitations of the building, this proposed unit mix is in this instance considered to remain in accordance with policy H7 and is not objectionable. As the conversion would not result in the addition of any C3 floorspace, the scheme would not be expected to contribute towards to supply of affordable housing in accordance with policy H4.

All of the units proposed would exceed the minimum floor areas set out by the DCLG National Housing Standards (2015). All units would be dual aspect, maintain good floor-to-ceiling heights and would feature a good level of fenestration, outlook and natural light. No cycle storage is proposed for the new units, however due to the spatial restriction, desire to avoid intervention into the historic property as well as the high level of public transport accessibility this is considered acceptable in this instance. In order to ensure that the creation of these new units does not result in increased pressure upon the local traffic and parking conditions, the decision would be subject to a s106 agreement to secure the new units as car-free. In order to ensure that the new units are installed with water saving equipment, a condition will be added. Due to the listed status of the building and the fact that its entrance features steps, it is not deemed appropriate to require the units to be wheelchair accessible in this instance.

The proposed conversion is not considered to result in any harm to neighbouring residents in terms of light, outlook or privacy. The use of the building as self-contained flats is not considered to result in any noise or disturbance issues. Due to the limited scope of the operational development, the completion of works is not considered to result in any detrimental impact upon neighbouring residents.

The proposed development would not include any external alterations and therefore the works would persevere the character and appearance of the host dwelling, streetscene and the Bloomsbury Conservation area.

No responses were received in response to the public consultation. The planning history of the site has been taken into account when coming to this decision. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the Conservation Area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

As such, the proposed development is in general accordance with the Camden Local Plan 2017 with particular regard for policies G1, H1, H3, H4, H7, H10, C5, A1, A4, D1, D2, CC2, T1 and T2. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2012.

2 PLANNING ENFORCEMENT:

Attention should be drawn to the fact that the property remains subject to

enforcement investigation following its unpermitted conversion. The applicant should be advised that the Council will be likely to take formal action against the unlawful works should the hereby approved development not commence or the property not be reverted to its lawful use within a reasonable timeframe (i.e. 6 months).

- 3 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 4 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 6 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.

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

Executive Director Supporting Communities

DATED 11 December 2017

(1) BIDCREST LIMITED

and

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

A G R E E M E N T
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