

DATED 15 December 2017

(1) FITZJOHNS AVENUE LTD

and

(2) COMMERCIAL ACCEPTANCES LTD

and

(3) IRON BRIDGE FINANCE 1 LLP

and

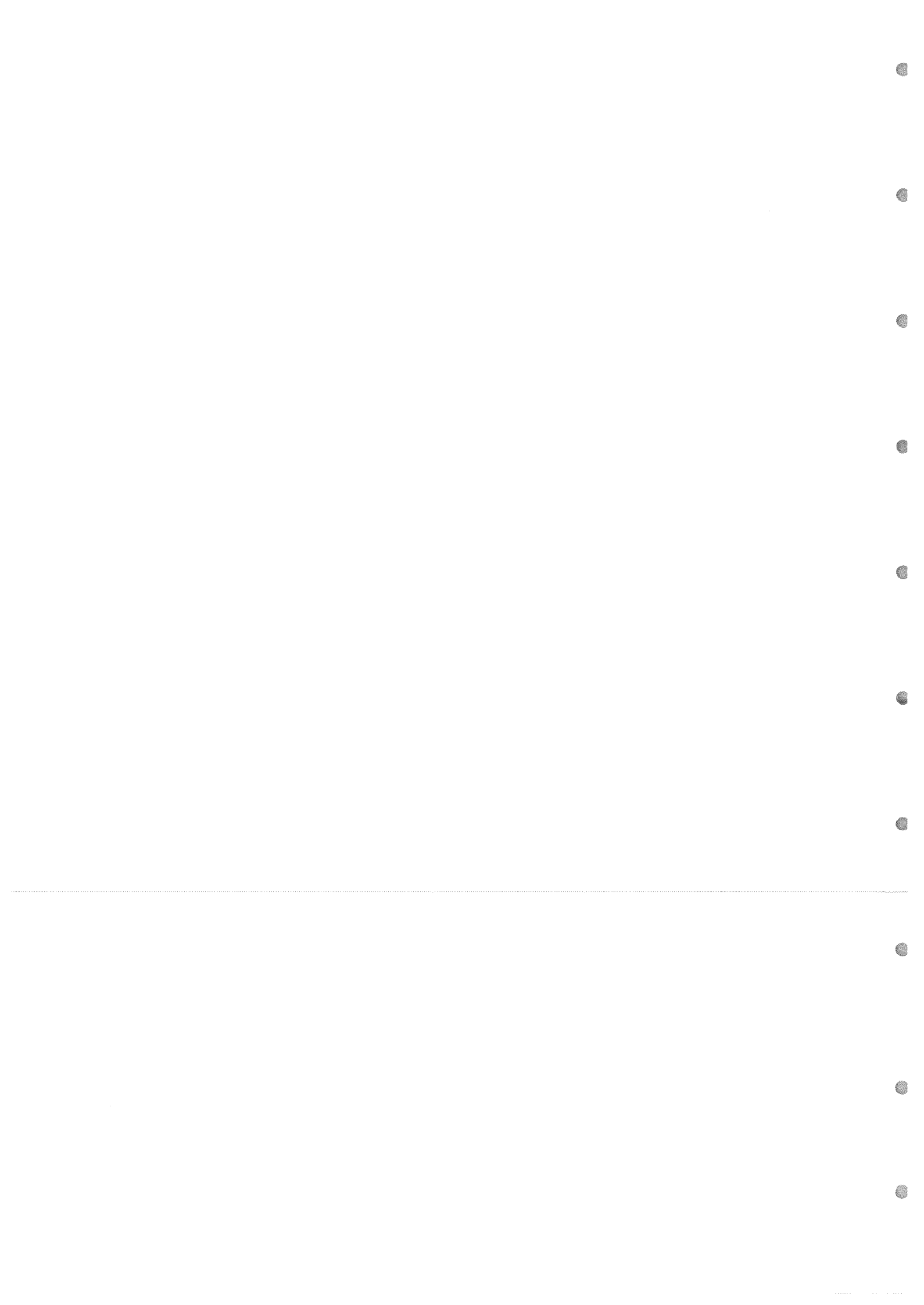
(4) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**

relating to land known as  
11 Fitzjohn's Avenue, London, NW3 5JY  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125  
CLS/COM/OO.1800.414



THIS AGREEMENT is made the 15<sup>th</sup> day of December 2017

**BETWEEN:**

- i. **FITZJOHNS AVENUE LIMITED** (Co. Regn. No. 10144850) whose registered office is at Suite 2 Fountain House, 1a Elm Park, Stanmore, United Kingdom, HA7 4AU (hereinafter called "the Owner") of the first part
- ii. **COMMERCIAL ACCEPTANCES LIMITED** (Co. Regn. No. 1715185) of 100 George Street, London, W1U 8NU (hereinafter called "the First Mortgagee") of the second part
- iii. **IRON BRIDGE FINANCE 1 LLP** (Co Regn No. OC404681) of 2<sup>nd</sup> Floor, Gadd House, Arcadia Avenue, London N3 2JU (hereinafter called "the Second Mortgagee") of the third 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 fourth 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 149612 subject to charges to the First Mortgagee and the Second 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 18 July 2017 and the Council resolved to grant permission conditionally under reference number 2017/4027/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.
- 1.6 The First Mortgagee as mortgagee under a legal charge registered under Title Number 149612 and dated 29 March 2017 is willing to enter into this Agreement to give its consent to the same.
- 1.7 The Second Mortgagee as mortgagee under a legal charge registered under Title Number 149612 and dated 17 October 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 part of the 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 there are no adverse effects on the conservation area features;
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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 (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 the Existing Building
- 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” alterations and rearrangement of layout related to rear building and 2 x flats (C3) associated to granted works ref: 2017/1263/P dated 06/07/2017 (Construction of basement floor level beneath rear building to provide additional floorspace) as shown on drawing numbers:- Plans: 230/B; 211/L; 212/M; 213/F; 217/G; 218/G; 219/G; 220/G; 221/G; 232/C; 237/C; 256/A; 251/-; 252/-; 253/-; 254/-; 255/-.  
 Supporting Documents: BIA letter prepared by Cranston Consulting dated 17th July 2017; Geotechnical, Ground movement and Basement Impact Assessment, Prepared by LBH Wembley dated March 2017, Flood Risk Assessment, Prepared by LBH Wembley dated September 2016, 11 Fitzjohns Avenue Monitoring to Prevent Damage to Existing Structure and Adjoining Neighbours

2.9	"Existing Building"	single storey link building existing at the Property
2.10	"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
2.11	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.12	"the Parties"	mean the Council the Owner and the Mortgagees
2.13	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 18 July 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4027/P subject to conclusion of this Agreement
2.14	"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
2.15	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.16	"the Property"	the land known as 11 Fitzjohn's Avenue, London, NW3 5JY the same as shown shaded grey on the plan annexed hereto

**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, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/4027/P the date upon which the Development will be ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/4027/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference

2017/4027/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras

Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/4027/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagees, 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 Each Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. JOINT AND SEVERAL LIABILITY

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

9. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY  
FITZJOHNS AVENUE LIMITED  
was hereunto affixed  
in the presence of:-  
acting by a Director and its Secretary  
or by two Directors in the presence of:



.....  
Paul Gooker

Director

.....  
Director/Secretary

W  
N  
G  
J  
J

JAMES FRENER  
66 HARROWES MEADE, EDGWARE HMB 8RP

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 11 FITZJOHNS AVENUE

EXECUTED as a Deed  
By **COMMERCIAL ACCEPTANCES LIMITED**  
By **NIC POTTER**  
in the presence of:

)  
) *Nic Potter*  
)  
)

.....  
*Daniel Hertz*  
.....  
*DANIEL HERTZ*  
*100 GEORGE STREET*  
*LONDON W1U 8NU*

*[Handwritten scribble]*

EXECUTED as a Deed  
By **IRON BRIDGE FINANCE 1 LLP**  
By a Member  
in the presence of:-

)  
) *[Signature]*  
)

.....  
*[Signature]*  
.....  
*D FIREMAN*  
*1 London BRIDGE London*  
*SE1 9BG*

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

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



**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

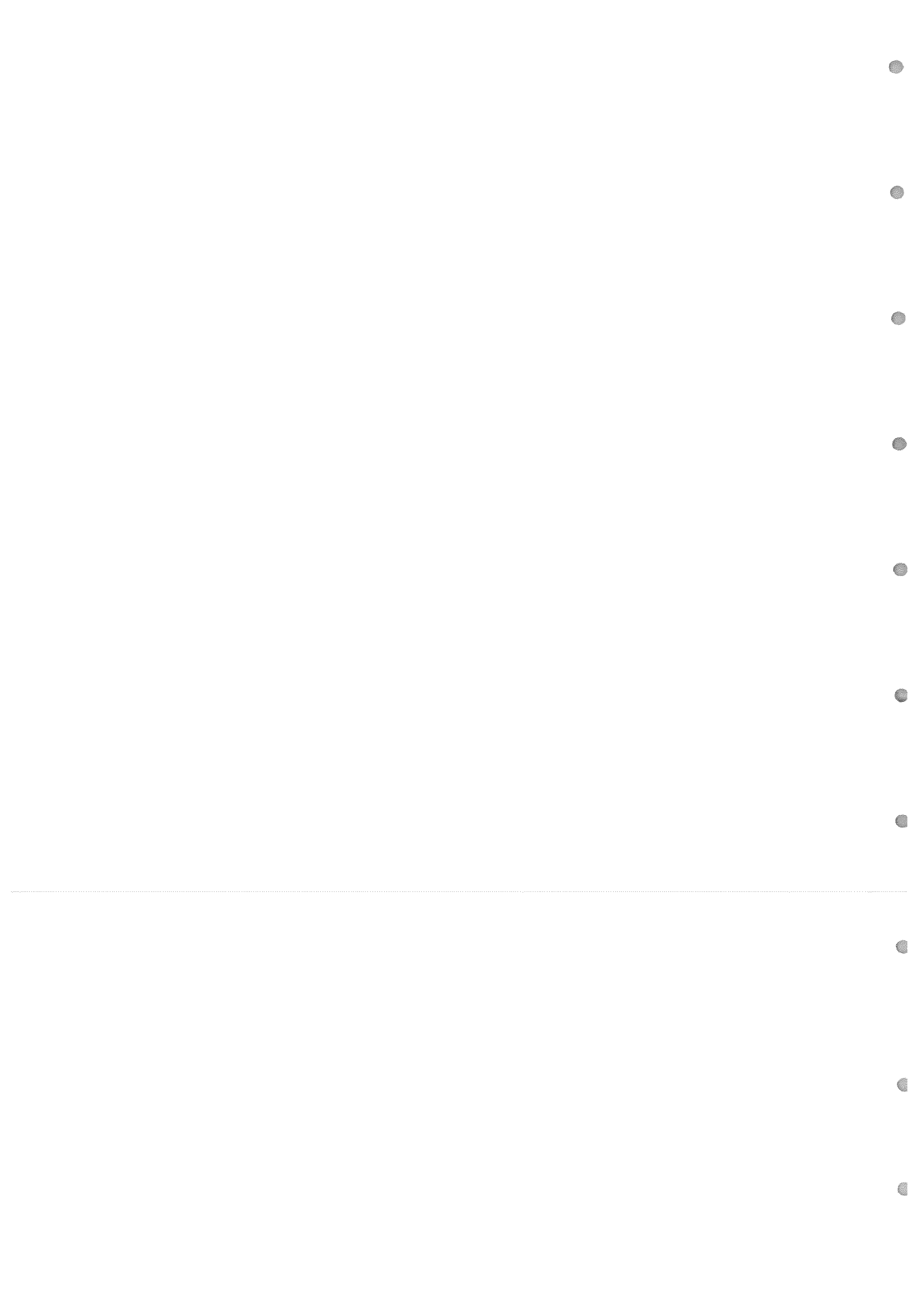
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of 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

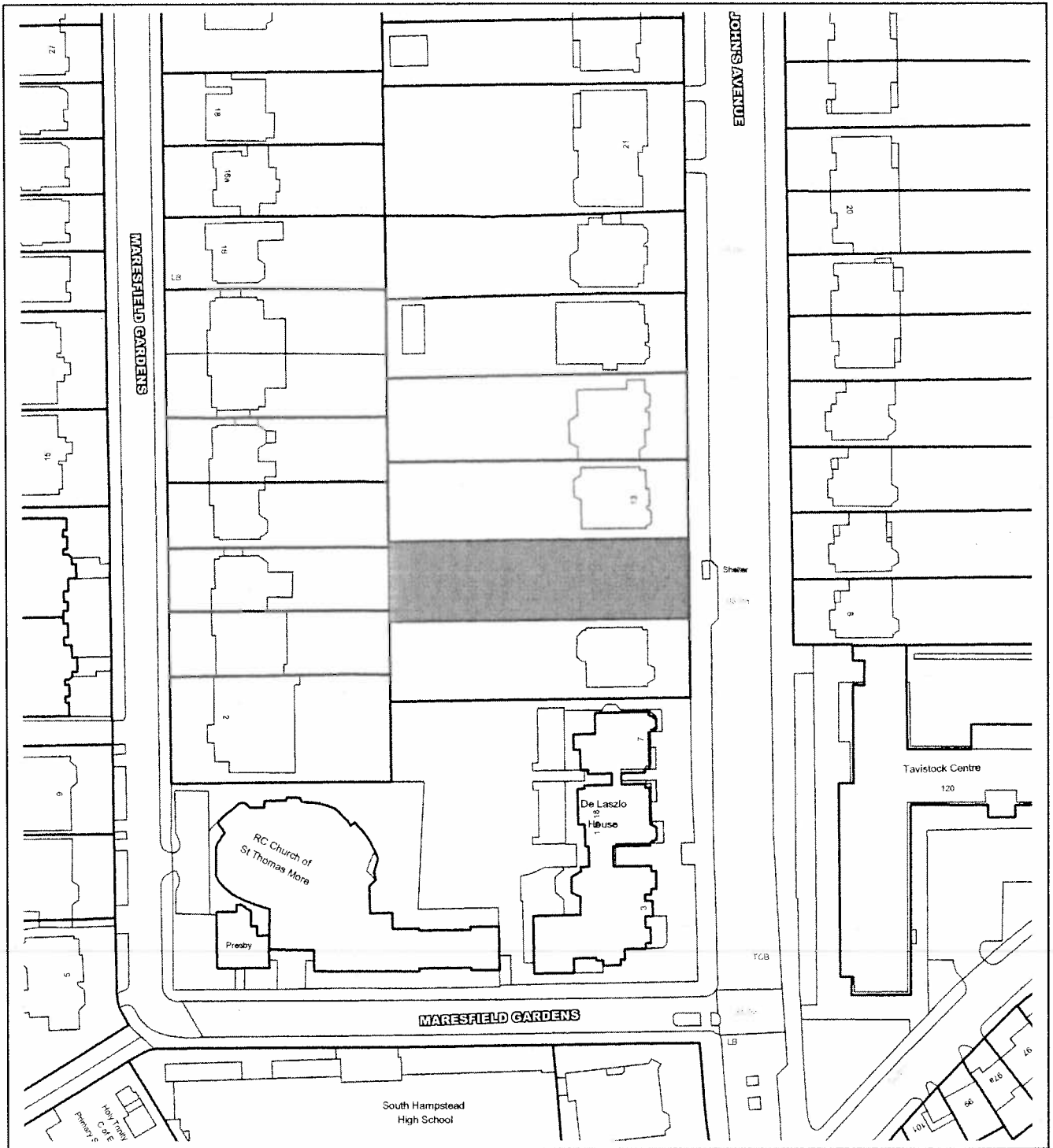
**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**



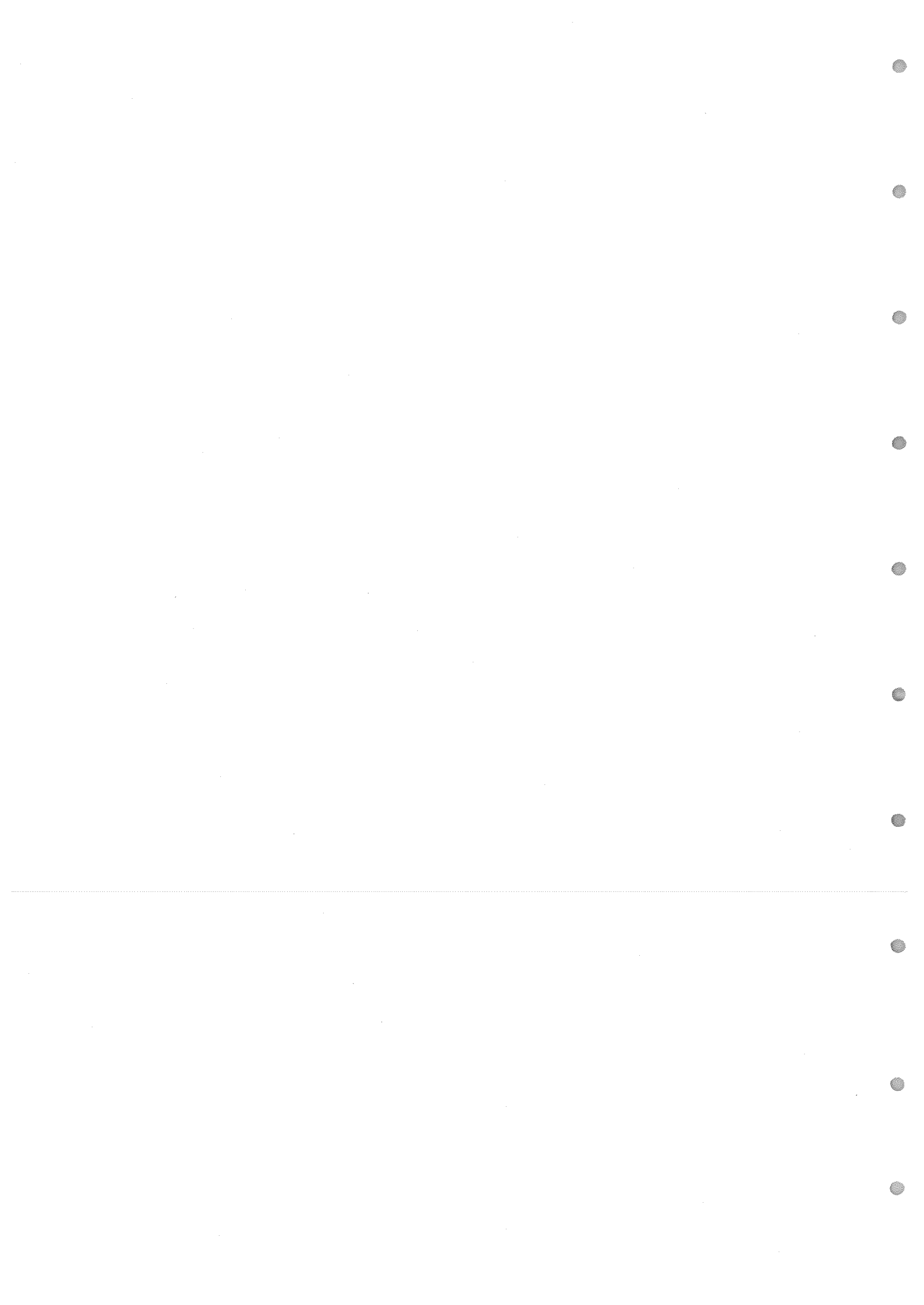


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# NORTHGATE SE GIS Print Template



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Sam Shah  
Argyle House  
First Floor (South)  
Northwood Hills  
Middlesex  
HA6 1NW

Application Ref: **2017/4027/P**

6 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:  
**11 Fitzjohn's Avenue**  
**London**  
**NW3 5JY**

**DECISION**  
Proposal:

Alterations and rearrangement of layout related to rear building and 2 x flats (C3) associated to granted works ref: 2017/1263/P dated 06/07/2017 (Construction of basement floor level beneath rear building to provide additional floorspace)

Drawing Nos: Plans: 230/B; 211/L; 212/M; 213/F; 217/G; 218/G; 219/G; 220/G; 221/G; 232/C; 237/C; 256/A; 251/-; 252/-; 253/-; 254/-; 255/-.

Supporting Documents: BIA letter prepared by Cranston Consulting dated 17th July 2017; Geotechnical, Ground movement and Basement Impact Assessment, Prepared by LBH Wembley dated March 2017, Flood Risk Assessment, Prepared by LBH Wembley dated September 2016, 11 Fitzjohns Avenue Monitoring to Prevent Damage to Existing Structure and Adjoining Neighbours.

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 D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans [Plans: 230/B; 211/L; 212/M; 213/F; 217/G; 218/G; 219/G; 220/G; 221/G; 232/C; 237/C; 256/A; 251/-; 252/-; 253/-; 254/-; 255/-.

Supporting Documents: BIA letter prepared by Cranston Consulting dated 17th July 2017; Geotechnical, Ground movement and Basement Impact Assessment, Prepared by LBH Wembley dated March 2017, Flood Risk Assessment, Prepared by LBH Wembley dated September 2016, 11 Fitzjohns Avenue Monitoring to Prevent Damage to Existing Structure and Adjoining Neighbours]

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

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details of new railings at a scale of 1:10 with finials at 1:1, including materials, finish and method of fixing into the plinth.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy A2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission

The application proposes the alteration of the basement floor layout and structure above within the rear garden, essentially amending a previous consent ref: 2017/1263/P.

With regard to the basement, the Basement Impact Assessment (BIA), Ground Movement Assessment (GMA), Construction Management Statement (CMS) and the Flood Risk Assessment (FRA) submitted as part of ref: 2017/1263/P was assessed by officers and independently audited in mind of LBC's policies and technical procedures and deemed in accordance.

This scheme seeks to undertake similar works insofar as it will be the same depth, almost the same footprint and utilise the same construction methods within the footprint of the approved scheme. On this basis and in review of the details provided by Cranston Consulting and again independently audited, the assessment as per ref: 2017/1263/P remains valid and this scheme is considered in accordance.

The alteration of the structure above (at garden floor level) would introduce more sympathetic materials to the existing and dated structure, bringing a much needed improvement to its appearance and form.

The enlarged flats would again provide a good standard of residential accommodation in terms of layout, room sizes, sunlight, daylight, ventilation and outlook.

The nature of the proposal would not result in an alteration rising significantly above the adjacent neighbouring boundary walls. The proposed lightwells would set away from adjacent neighbouring windows and would again be set behind boundary walls. The area proposed for the amended lightwells would not allow new or greater views or activities externally which could not take place within the existing arrangement.

Within this context, the proposal would not result in materially detrimental harm to the amenity levels (sunlight/daylight, outlook and privacy) enjoyed by the neighbouring occupiers.

As a result of the cumulative works needed to implement this scheme, 2016/4057/P and 2016/5782/P, the proposal would likely involve a significant amount of construction works. A Construction Management Plan (CMP) and implementation fee (£1,140) must therefore be secured as a Section 106 planning obligation. Any agreed CMP would also include a requirement to consult locally.

No objections have been received prior to making this decision. The planning history of the site has been taken into account when coming to this decision.

Considerable importance and weight has been attached to the desirability of preserving or enhancing the character or appearance of the conservation area, under section 72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies A1, A5, D1 and D2 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

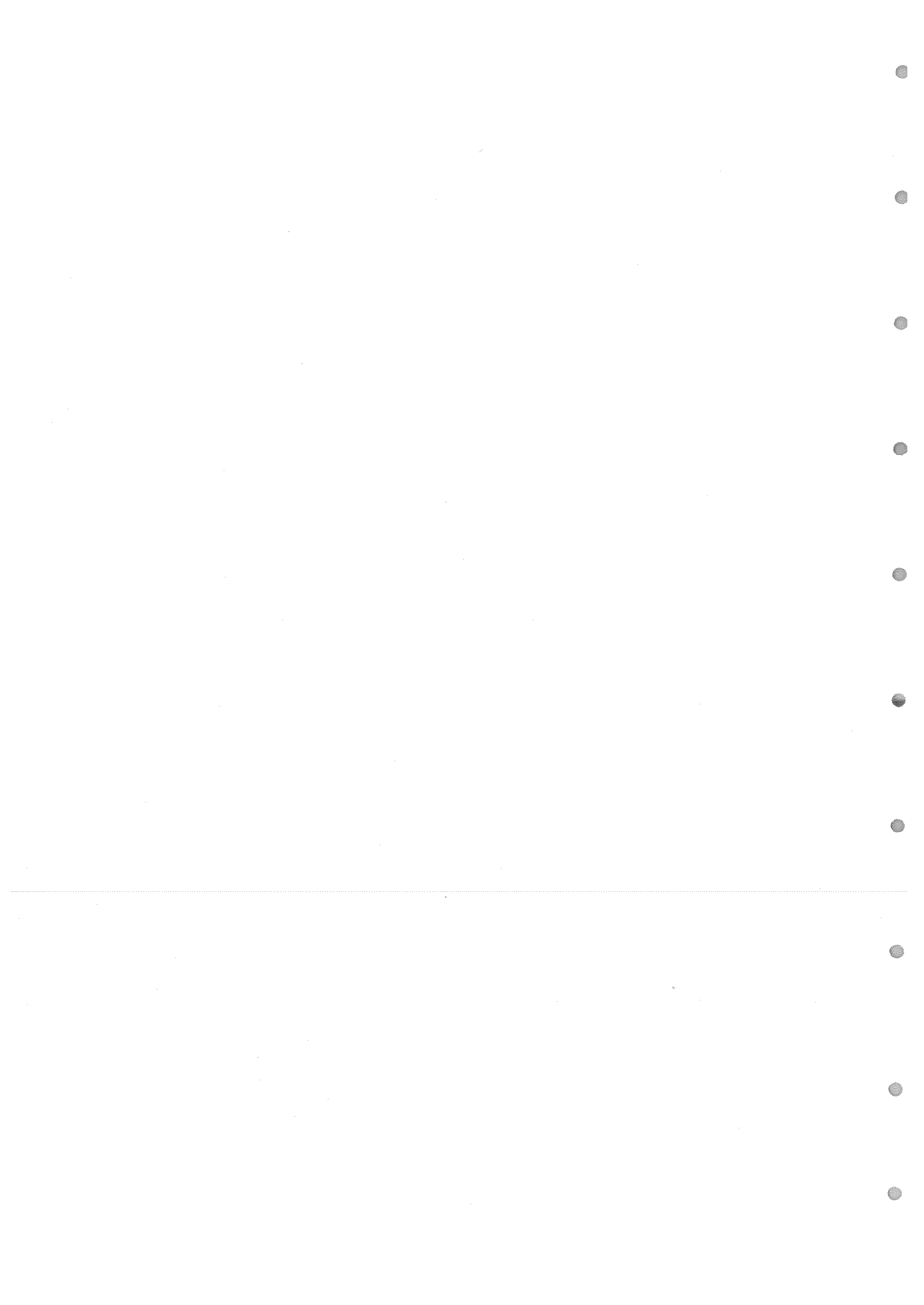
Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 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 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

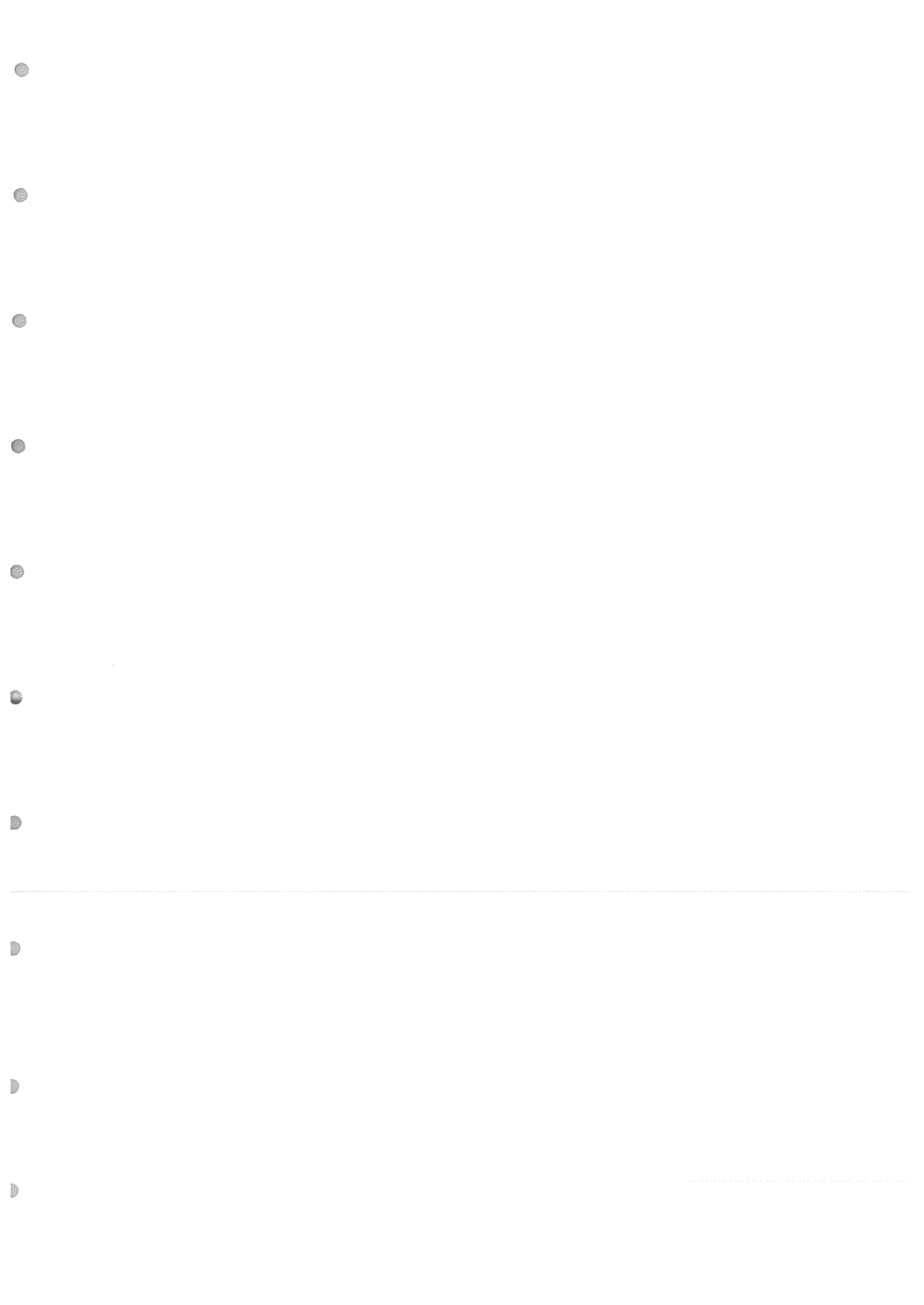
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate







DATED

15 December

2017

(1) FITZJOHNS AVENUE LTD

and

(2) COMMERCIAL ACCEPTANCES LTD

and

(3) IRON BRIDGE FINANCE 1 LLP

and

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

**A G R E E M E N T**

relating to land known as  
11 Fitzjohn's Avenue, London, NW3 5JY  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

Andrew Maughan  
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London Borough of Camden  
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Judd Street  
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