

DATED *15 January* 201~~8~~

(1) WOBURN ESTATE COMPANY LIMITED and BEDFORD ESTATES NOMINEES LIMITED

and

(2) BEDFORD ESTATES BLOOMSBURY 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

23-24 Montague Street, London WC1B 5BH

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

Andrew Maughan
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/OO. 1800.110



THIS AGREEMENT is made the 15th day of January 2018

BETWEEN:

1. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 1608381) and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 3743508) whose registered offices are at The Bedford Office, Woburn, Milton Keynes, Buckinghamshire, MK17 9PQ (hereinafter called "the Freeholder") of the first part;
2. **BEDFORD ESTATES BLOOMSBURY LIMITED** (Co. Regn. No. 10250020) whose registered office is at 29a Montague Street, London, WC1B 5BL (hereinafter called "the Leaseholder") of the second part;
3. **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 NGL919203.
- 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 NGL937907.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 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 22 December 2016 and the Council resolved to grant permission conditionally under reference number 2016/7061/P subject to the conclusion of this legal Agreement.
- 1.7 The Council is the local planning authority for the purposes of the Act for the area and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 Property is subject to an Occupational Lease which contains restrictions on the Occupational Tenant's use of the Property. The Owner accepts an obligation that it will not alter any lease or tenancy of the Property existing at the date hereof so as to permit the lessee or tenant to Implement the Planning Permission and will not permit any alterations to the Occupational Lease which will allow the Occupational Tenant to Implement the Planning Permission or dispose of its interest in the Property to the Occupational Tenant without in each case first requiring the lessee, tenant or Occupational Tenant concerned to enter into an agreement with the Council covenanting in identical terms to this Agreement.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

- 2.2 "Affordable Housing" low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Contribution" the sum of £400,150 (four hundred thousand one hundred fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Development" change of use from hotel (Class C1) to 6x flats (Class C3) and replacement windows to front elevation as shown on drawing numbers:- Site Location Plan 333_00_00 Rev P1; 00_01 Rev P1; 00_02 Rev P1; 00_03 Rev P1; 00_04 Rev P1; 00_05 Rev P1; 00_10 Rev P1; 01_01 Rev P1; 01_02 Rev P1; 01_03 Rev P1; 05_01 Rev P1; 05_02 rev P1; 05_03 Rev P1; 05_04 Rev P1; 05_05 Rev P1; 05_06 Rev P1; 05_07 Rev P1; 30_01 Rev P1; 30_02 rev P1; 30_03 Rev P1; 30_04 Rev P1; 30_05 Rev P1; 50_01 Rev P1; Design and Access Statement by FT Architects dated December 2016; Heritage Assessment by DLG Architects dated 21/12/2016; Market Review by Gerald Eve dated 22/12/2016; BREEAM Report by Abba Energy dated 10/02/2016; BREEAM Report Rev A by Abba Energy dated 23/02/2017; Energy

- Statement by Abba Energy Rev A dated 23/02/2017; Energy Statement by Abba Energy dated 10/02/2017; Sustainability Statement by FT Architects dated December 2016
- 2.6 "the Implementation Date" the date of implementation of the Development as defined in Section 56(1)(c) of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.7 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "Occupational Lease" the lease of the Property dated 7 October 1998 for a term of 20 years from and including 29 September 1997 between (1) The Trustees of the Bedford Estates (2) The Ruskin Hotel Limited and (3) Aurelio Barranco and Edna Joan Barranco
- 2.9 "Occupational Tenant" the current tenant under the Occupational Lease being Salero Limited (trading as Ruskin Hotel Limited) (Co. Regn. No. 03188198) of 23/24 Montague Street, London WC1B 5BH and its successors and assigns and sub-lessees
- 2.10 "the Parties" mean the Council and the Owner
- 2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 22 December 2016 for which a resolution to grant permission has been passed conditionally under reference number

2016/7061/P subject to conclusion of this Agreement

- 2.12 "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
- 2.13 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property" the land known as 23-24 Montague Street, London WC1B 5BH the same as shown shaded grey on the plan annexed hereto
- 2.15 "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
- 2.16 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in

pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute as at the date hereof.
- 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" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **CAR FREE**

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

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

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

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

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name

and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 **OCCUPATIONAL TENANCIES**

4.3.1 Not to Implement or permit the Implementation of the Planning Permission until the Occupational Lease has been terminated or otherwise come to an end.

4.3.2 Not to consent to any works pursuant to the Occupational Lease or vary or allow any variation to the Occupational Lease which would allow the Occupational Tenant to Implement the Planning Permission without such Occupational Tenant entering into a Section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.3.3 Not to vary or allow any variation to any occupational lease or tenancy of the Property existing at the date hereof so as to grant rights to implement the Planning Permission without such lessee or tenant first entering into a section 106 agreement with the Council covenanting in identical terms to the terms 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 2016/7061/P the date upon which the Development will be ready for Occupation.

5.3 The Owner and the Council shall each act in good faith and shall co-operate with the other 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 Development 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.
- 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 2016/7061/P.
- 5.7 Payment of the Affordable Housing Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/7061/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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP 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 quoting the planning reference number 2016/7061/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 its 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 and the Council shall on the written

request of the Owner cancel all entries made in the Local Land Charges register in respect of this Agreement.

7. **JOINT AND SEVERAL LIABILITY**

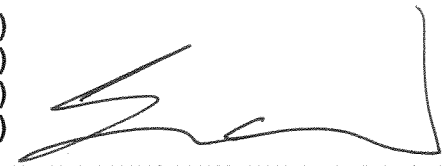
7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

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 Owner has executed this instrument as a Deed the day and year first before written

**EXECUTED AS A DEED BY
WOBURN ESTATE COMPANY LIMITED
by the signature of a director in the
presence of the undersigned witness:**

)
)
)
)
)
.....


Director

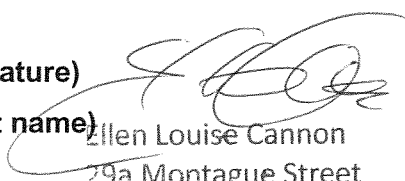
Simon Elmer

Witness: (Signature)

Witness: (Print name)

Address:

Occupation:


Ellen Louise Cannon
29a Montague Street
London WC1B 5BL

Personal Assistant

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 23-24 MONTAGUE STREET, LONDON
WC1B 5BH

EXECUTED AS A DEED BY)
BEDFORD ESTATES NOMINEES LIMITED))
by the signature of a director in the)
presence of the undersigned witness:)



Director
Simon Elmer

Witness: (Signature)

Witness: (Print name)

Address: Ellen Louise Cannon

Occupation: 29a Montague Street
London WC1B 5BL

Personal Assistant

EXECUTED AS A DEED BY)
BEDFORD ESTATES BLOOMSBURY LIMITED))
by the signature of a director in the)
presence of the undersigned witness:)



Director
Simon Elmer

Witness: (Signature)

Witness: (Print name)

Address: Ellen Louise Cannon

Occupation: 29a Montague Street
London WC1B 5BL

Personal Assistant

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



Authorised Signatory



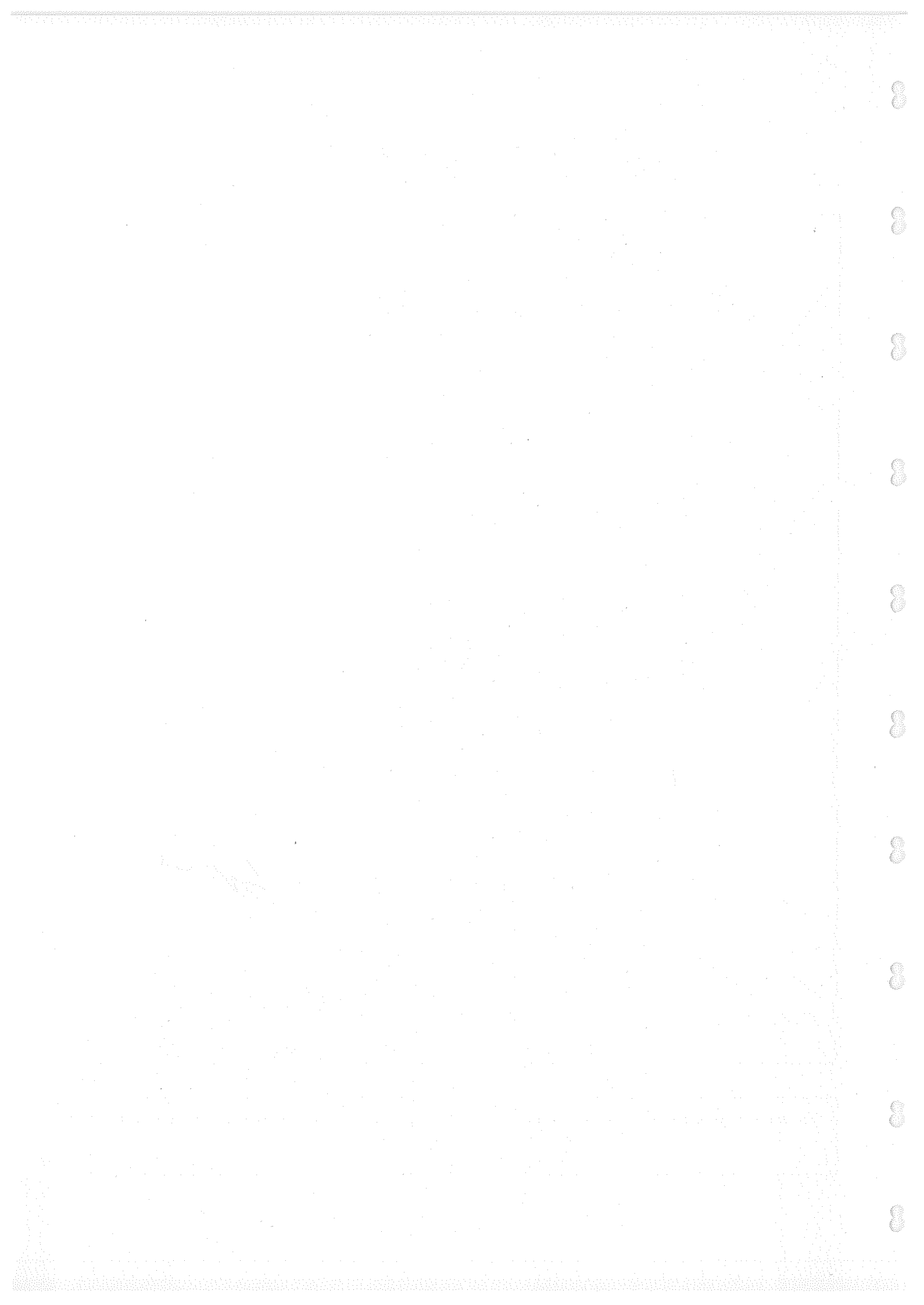


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NORTHGATE SE GIS Print Template



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Gerald Eve LLP
72 Welbeck Street
London
W1G 0AYApplication Ref: **2016/7061/P**

13 December 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:

**23-24 Montague Street
London
WC1B 5BH**

Proposal:

Change of use from hotel (Class C1) to 6x flats (Class C3) and replacement windows to front elevation

DECISION
Drawing Nos: Site Location Plan 333_00_00 Rev P1; 00_10 Rev P1; 00_01 Rev P1; 00_02 Rev P1; 00_03 Rev P1; 00_04 Rev P1; 00_05 Rev P1; 01_01 Rev P1; 01_02 Rev P1; 01_03 Rev P1; 05_01 Rev P1; 05_02 Rev P1; 05_03 Rev P1; 05_04 Rev P1; 05_05 Rev P1; 05_06 Rev P1; 05_07 Rev P1; 30_01 Rev P1; 30_02 Rev P1; 30_03 Rev P1; 30_04 Rev P1; 30_05 Rev P1; 50_01 Rev P1;

Design and Access Statement by FT Architects dated December 2016; Heritage Assessment by Anthony Walker dated 21st December 2016; Energy Statement Rev A by Abba Energy dated 23rd February 2017; BREEAM Preliminary Assessment by Abba Energy Rev A dated 23rd February 2017; Sustainability Statement Dated December 2016; Market Review by Gerald Eve dated 22nd December 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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan 333_00_00 Rev P1; 00_10 Rev P1; 00_01 Rev P1; 00_02 Rev P1; 00_03 Rev P1; 00_04 Rev P1; 00_05 Rev P1; 01_01 Rev P1; 01_02 Rev P1; 01_03 Rev P1; 05_01 Rev P1; 05_02 Rev P1; 05_03 Rev P1; 05_04 Rev P1; 05_05 Rev P1; 05_06 Rev P1; 05_07 Rev P1; 30_01 Rev P1; 30_02 Rev P1; 30_03 Rev P1; 30_04 Rev P1; 30_05 Rev P1; 50_01 Rev P1;

Design and Access Statement by FT Architects dated December 2016; Heritage Assessment by Anthony Walker dated 21st December 2016; Energy Statement Rev A by Abba Energy dated 23rd February 2017; BREEAM Preliminary Assessment by Abba Energy Rev A dated 23rd February 2017; Sustainability Statement Dated December 2016; Market Review by Gerald Eve dated 22nd December 2016

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

- 4 Before the development commences, details of secure and covered cycle storage area for 6x cycles shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the Camden Local Plan 2017.

- 5 The units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2) as far as practical, evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the buildings provide flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the Camden Local Plan 2017.

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 Most permissions which add more than 100sqm of new floorspace or a new dwelling will be liable for the Mayoral and Camden Community Infrastructure Levies. These 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 Mayoral charge in Camden is £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. The Camden charge is £500 per sqm for new residential floorspace. 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

- 4 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.
- 5 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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

DECISION

DATED

15 January

2018

(1) WOBURN ESTATE COMPANY LIMITED and BEDFORD ESTATES NOMINEES LIMITED

and

(2) BEDFORD ESTATES BLOOMSBURY LIMITED

and

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

A G R E E M E N T

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23-24 Montague Street, London WC1B 5BH

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