

DATED 25 JANUARY 2018 ~~2017~~ PE

(1) PARKER STREET NO. 1 LIMITED

and

(2) SILOSSO CO. LTD

and

(3) LONDON & NEWCASTLE CAPITAL LIMITED

and

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 9 October 2015 between
(1) Parker Street No. 1 Limited and (2) Silosso Co. Ltd and (3) the Mayor and the
Burgesses of the London Borough of Camden as varied by the First Deed of Variation dated
10 August 2016

under section 106 and 106A of the Town and
Country Planning Act 1990 (as amended)

Relating to development at premises known as

**Parker House
25 Parker Street
London
WC2B 5PA**

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.272 (final)

THIS DEED is made the 25th day of January 2018 ~~2017~~

BETWEEN:

1. **PARKER STREET NO. 1 LIMITED** (a company incorporated in Guernsey under company number 59921) whose registered office is at Francis House, Sir William House Place, Peter Port, Guernsey GY1 4HQ (hereinafter called "the Owner") of the first part
2. **SILOSSO CO. LTD** (a company incorporated in the British Virgin Islands under company registration number 1713593) and whose registered office is at Aleman, Cordero, Galindo & Lee Trust (BVI) Limited, P.O. Box 3175, Road Town, Tortola, British Virgin Islands (hereinafter called "the First Mortgagee") of the second part
3. **LONDON & NEWCASTLE CAPITAL LIMITED** (a company registered under company number 05808612) whose registered office is at 55 Loudoun Road, St John's Wood, London, NW8 0DL (hereinafter called the "the Second Mortgagee") of the third part
4. **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 proprietor of a leasehold interest in the Property with title absolute for a term of 999 years under title number NGL956495 and the Owner is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.2 The Council, the Owner and the First Mortgagee entered into the Original Agreement and subsequently entered into the First Deed of Variation.

- 1.3 The Council granted non-material amendments to the Original Planning Permission pursuant to section 96A of the Act on 21 November 2013 (reference 2013/5872/P) and on 5 May 2016 (reference number 2016/2476/P) and on 12 August 2016 (reference number 2016/3246/P) and on 26 May 2017 (reference number 2017/2109/P) and a minor-material amendment to the Original Planning Permission pursuant to section 73 of the Act on 10 August 2016 (reference number 2016/2601/P).
- 1.4 The Owner submitted the Second Section 73 Application for development at the Property to amend the Existing Planning Permission.
- 1.5 The Owner has entered into a construction contract with Keltbray Limited for the demolition of the Existing Buildings on the Property to the satisfaction of the Council.
- 1.6 The Owner has entered in to the Contract with the Contractor.
- 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 the Existing Agreement as modified by this Deed.
- 1.8 The First Mortgagee as mortgagee under a legal charge registered against title number NGL956495 and dated 9 October 2015 is willing to enter into this Deed for the purpose of recording its consent to this Deed becoming binding upon the Property on the terms hereinafter appearing.
- 1.9 The Second Mortgagee as mortgagee under a legal charge registered against title number NGL956495 and dated 16 December 2016 is willing to enter into this Deed for the purpose of recording its consent to this Deed becoming binding upon the Property on the terms hereinafter appearing.
- 1.10 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

NOW IT IS HEREBY AGREED and WITNESSED as follows:

2. **LEGAL EFFECT AND INTERPRETATION**

2.1 This Deed is made in pursuance of Sections 106 and 106A of the Act.

2.2 The planning obligations in the Existing Agreement as modified by this Deed shall be enforceable by the Council against the Owner as provided therein 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.

2.3 Save as expressly stated otherwise all words and expressions used in this Deed shall have the same meaning as in the Existing Agreement.

2.4 For the purposes of this Deed the following words and expressions shall have the meanings assigned unless the context states otherwise:

Annex 1 the annex numbered "Annex 1" attached to this Deed

this Deed this second deed of variation to the Existing Agreement made pursuant to Sections 106 and 106A of the Act

Contract the contract dated 14 August 2017 entered into by the Owner and the Contractor for the construction and completion of the Construction Works containing amongst other terms an obligation on the part of the Contractor to complete the Development within thirty-three (33) months (or other such timeframe agreed in writing with the Council and the Contractor) from Commencement of the Demolition Works or any part of the Development

Contractor

Ardmore Construction Limited (registered under company number 01185592 whose registered office is 6 Wharf Studios, 28 Wharf Road, London, N1 7GR

Existing Agreement

the Original Agreement as varied by the First Deed of Variation

Existing Planning Permission

the Original Planning Permission as modified under non-material amendments and minor-material amendments pursuant to sections 96A and 73 of the Act respectively

First Deed of Variation

the deed dated 10 August 2016 between the Council, Parker Street No. 1 Limited and Silosso Co. Ltd pursuant to Section 106 of the Act to vary the Original Agreement

Original Agreement

the agreement dated 9 October 2015 between the Council, Parker Street No. 1 Limited and Silosso Co. Ltd entered into pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980 and other relevant powers

Original Planning Permission

the planning permission granted by the Council for development at the Property by a notice dated 30 August 2013 and having the reference number 2012/6132/P


Parties

the Owner, the First Mortgagee, the Second Mortgagee and the Council being the parties to this Deed and shall include their successors in title, transferees and assigns

Second Section 73 Application

an application under section 73 of the Act having reference number 2016/7052/P to vary condition 2 (approved plans) of the Existing Planning Permission for alterations to the fenestration of the retained front façade including elongation of ground floor lobby windows and revised balustrade design of roof extension as shown on drawing numbers A_10_301 02, A_PL_201 02, A_PL_202 02, A_PL_203 02, A_PL_204 02, A_PL_205 02, A_SK_170202, A_PL_110 02, A_PL_206 02, DP9 cover letter dated 22/12/2016, Heritage Statement dated 21/12/2016, Parker House Design Development dated December 2016

Second Section 73 Approval

the decision of the Council pursuant to the Second Section 73 Application substantially in the form attached to this Deed at Annex ~~2~~ 1 

- 2.5 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 2.6 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not affect the construction of this Deed.
- 2.7 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.8 References in this Deed to the Parties shall include their successors in title.

3. **VARIATION OF THE EXISTING AGREEMENT FROM THE DATE OF THIS DEED**

With effect from the date of this Deed, the Existing Agreement shall be varied as follows:

- 3.1 the definition at **2.7 Commencement of the Demolition Works** shall be varied to the following:

“2.7 “Commencement of the Demolition Works” means 10 August 2016 being the date on which works forming part of the Demolition Works (such works being part of the Development) began at the Property and references to “Commencement” and “Commence” shall be construed accordingly”

- 3.2 the definition at **2.12 Contract** shall be varied to the following:

“2.12 “Contract” the contract dated 14 August 2017 entered into by the Owner and the Contractor for the construction and completion of the Construction Works containing amongst other terms an

obligation on the part of the Contractor to complete the Development within thirty-three (33) months (or other such timeframe agreed in writing with the Council and the Contractor) from Commencement of the Demolition Works or any part of the Development

3.3 the definition at **2.13 Contractor** shall be varied to the following:

"2.13 "Contractor" Ardmore Construction Limited (registered under company number 01185592 whose registered office is 6 Wharf Studios, 28 Wharf Road, London, N1 7GR

3.4 a new clause **2.48 Second Section 73 Application** is inserted as follows:

"2.48 "Second Section 73 Application" an application under section 73 of the Act having reference number 2016/7052/P to vary condition 2 (approved plans) of the Existing Planning Permission for alterations to the fenestration of the retained front façade including elongation of ground floor lobby windows and revised balustrade design of roof extension as shown on drawing numbers A_10_301 02, A_PL_201 02, A_PL_202 02, A_PL_203 02, A_PL_204 02, A_PL_205 02, A_SK_170202, A_PL_110 02, A_PL_206 02, DP9 cover letter dated 22/12/2016, Heritage Statement dated 21/12/2016, Parker House Design Development dated December 2016"

3.5 a new clause **2.49 Second Section 73 Approval** is inserted as follows:

"2.49 "Second Section 73
Approval"

the decision of the Council pursuant to the
Second Section 73 Application substantially in
the form attached to this Deed at Annex 1"

3.6 the definition at clause **2.17 Development** shall be varied to the following:

"the Development"

means (i) in respect of the Planning
Permission redevelopment of the site to provide
43 residential units (40 x private and 3 x
affordable) within a six storey plus basement
building and retention of the existing façade to
Parker Street, following demolition of the
existing hostel accommodation and former
Aldwych Workshops on Parker Mews and
associated storage, cycle parking, refuse and
landscape works (Class C3) as shown on
drawing numbers 1588(PL) 101 P1; 102 P1; -
111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -
116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -
131 P1; -132 P1; -200 P2; -201 P2; -202; P1 -
203 P2; -204 P2; -205 P3; -206 P2; -207 P1; -
208 P3; -211 P2; -212 P1; -213 P1; -214 P3; -
215 P3; -216 P1; -217 P1; -218 P1; -221 P1; -
222 P1; -223 P1; -224 P1; Planning, Design
and Access Statement prepared by Paul Davis
& Partners and Tibbalds Planning & Urban
Design; Archaeological Desk Based
Assessment prepared by CGMS; Draft
Construction Management Plan prepared by EC
Harris; Daylight & Sunlight Report prepared by
GVA; Energy/ Renewable Statement prepared
by Sustain Ltd; Sustainability Statement,
prepared by EC Harris; Historic Building Report
prepared by Donald Insall Associates Ltd;

Transport Statement prepared by Peter Brett Associates; Tree Survey/ Arboricultural Statement prepared by CBA Trees; Noise Assessment prepared by Peter Brett Associates; Basement Impact Assessment prepared by Rolton Group Ltd; Flood Risk Assessment (BREEAM) prepared by Rolton Group Ltd; Ecology Assessment (CfSH) prepared by the Ecology Consultancy; Statement of Community involvement prepared by E C Harris; Parker House - offsite affordable housing offer Tybalds Estate prepared by Tibbalds January 2013; Lifetime Homes Compliance Checklist 4th January 2013; Demolition and Construction Noise Assessment prepared by Peter Brett Architects 7th February 2013; Site Waste Management Plan prepared by Keltbray 22nd January 2013; Outline Demolition Method Statement prepared by Keltbray 24 January 2013; Demolition noise level plans prepared by Peter Brett Architects February 2013; Tibbalds email 7th February 2013 entitled Cycle stores: Parker; Tibbalds letter 9th January 2013 entitled Additional Information to support Parker House Application; Tibbalds letter 1st February 2013 entitled Parker Street- Additional Information; Tibbalds letter 7th February entitled Response to St Joseph's RC Primary Schools letter of 9th January 2013; GVA Grimley letter 23 January 2013 and associated appendices entitled Parker House, Parker St & St. Joseph's School - Daylight & Sunlight; Amended Schedule of accommodation entitled 5357 Master Schedule_all units 080213 Final3(3); Technical Note, Sub-station noise prepared by Peter Brett

Architects, dated 26 February 2013; Preliminary Ecological Appraisal prepared by the Ecology Consultancy, dated 29 January 2013 as varied by non-material amendments and minor material amendments pursuant to sections 96A and 73 of the Act respectively, and as further varied by the **Second Section 73 Approval**; and

(ii) in respect of the Conservation Area Consent demolition of all parts of the building behind the existing retained façade on Parker Street and the demolition of the former Aldwych Workshops on Parker Mews as shown on drawing numbers 1588(PL) 101 P1; 102 P1; -111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -131 P1; -132 P1; Planning, Design and Access Statement prepared by Paul Davis & Partners and Tibbalds Planning & Urban Design; Building Report prepared by Donald Insall Associates Ltd

3.7 clause **4.1 Construction Contract** of the Existing Agreement shall be **varied** as follows:

“4.1 CONSTRUCTION CONTRACT

- 4.1.1 To give the Contractor possession of the Property and permission to carry out the Construction Works and the Owner shall not unreasonably to hinder or prevent the Contractor from completing the Construction Works in accordance with terms of the Contract.
- 4.1.2 To complete the Development within thirty-three (33) months from the date of Commencement of the Demolition Works or such other time period agreed to in writing by the Council.

4.1.3 To use reasonable endeavours to enforce the provisions of the Contract and to ensure that the Development is carried out expeditiously and diligently.

4.1.4 The Owner shall notify the Council in writing of the date of Commencement of the Construction Works and in the event of the Owner failing to notify the Council the Owner agrees that the Council may (at its sole discretion) determine the date."

3.8 a new clause is inserted at **Clause 7 It Is Hereby Agreed By The Parties** as follows:

"7.13 For the purposes of Clause 4.1.1 of the Original Agreement, the Owner entered in to the Contract with the Contractor and within five (5) working days of the date of the Contract the Owner provided to the Council a certified copy of the Contract and for the avoidance of doubt the Parties agree that the timescales herein remain binding on the Owner unless expressly varied in writing by the Council."

3.9 Annex 1 to this Deed shall be treated as annexed to the Existing Agreement.

3.10 In all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

4. MISCELLANEOUS PROVISIONS

4.1 This Deed shall be registered as a Local Land Charge.

4.2 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 Deed 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 Deed in the Charges Register of the title to the Property.

4.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Deed on or prior to the date of completion of this Deed.

4.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply this Deed.

4.5 This Deed is governed by and shall be interpreted in accordance with the laws of England.

5. **MORTGAGEE EXEMPTION**

5.1 The First Mortgagee hereby consents to the completion of this Deed and agrees to be bound by it and to the same being registered at the Land Registry as provided in sub-clause 4.2 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.

5.2 The Second Mortgagee hereby consents to the completion of this Deed and agrees to be bound by it and to the same being registered at the Land Registry as provided in sub-clause 4.2 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.

IN WITNESS WHEREOF the Council has caused its Common Seal to be affixed and the Owner and the First Mortgagee and the Second Mortgagee have caused this Deed to be executed as a Deed the day and year first above written.

**EXECUTED AS A DEED BY
PARKER STREET NO. 1 LIMITED a
company incorporated in Guernsey**

**By persons who in accordance with
the laws of that territory are acting
under the authority of that company**

**ADL ONE LIMITED
Corporate Director**

.....
Authorised Signatory
Director **ADL TWO LIMITED**
Corporate Director

.....
Director / Secretary **Authorised Signatory**

EXECUTED AS A DEED BY)
SILOSSO CO. LTD a company)
incorporated in the British Virgin Islands)
By GEORGIOS KYROU
being person(s) who in accordance with)
the laws of that territory are acting)
under the authority of that company)

Georgios Kyrou
.....
Authorised Signatory / Signatories

EXECUTED AS A DEED BY)
LONDON & NEWCASTLE CAPITAL)
LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))
Director Signature:)

BARBARA KHUFTI
.....

Director/~~Secretary~~ Name (CAPITALS))
Director/~~Secretary~~ Signature:)

D. BORNETT
.....

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

Ap Bunker
.....
Authorised Signatory



ANNEX 1

draft decision notice ref. 2016/7052/P



DP9 Ltd
100 Pall Mall
London
SW1Y 5NQ

Application Ref: **2016/7052/P**

08 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:

Parker House
25 Parker Street
London
WC2B 5PJ

Proposal:

DECISION

Variation of condition 2 (approved plans) of planning permission 2012/6132/P dated 30/08/2013 as amended by permission reference 2016/2601/P dated 10/08/2016 (Redevelopment of the site to provide 43 residential units within a six storey plus basement building and retention of the existing façade to Parker Street, following demolition of the existing hostel accommodation and former Aldwych Workshops on Parker Mews and associated storage, cycle parking, refuse and landscape works (Class C3), namely for alterations to the fenestration of the retained front façade including elongation of ground floor lobby windows and revised balustrade design of roof extension.

Drawing Nos: Superseded plans

1588 (PL)211 rev.P1, 1588 (PL)212 rev.P1, 1588 (PL)213rev.P1, 1588 (PL)214 rev.P1,
1588 (PL)208 rev.P1, 1588 (PL)216 rev.P1

Plans for approval

A_10_301 02, A_PL_201 02, A_PL_202 02, A_PL_203 02, A_PL_204 02, A_PL_205 02,
A_SK_170202, A_PL_110 02, A_PL_206 02, DP9 cover letter dated 22/12/2016, Heritage
Statement dated 21/12/2016, Parker House Design Development dated 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 the original permission, reference 2012/6132/P dated 30/08/2013.

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

DRAFT

DECISION

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 1588(PL) 101 P1; 102 P1; -111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -131 P1; -132 P1; -200 P2; -201 P2; -202; P1 -203 P2; -204 P2; -205 P3; -206 P2; -207 P1; -208 P3; -215 P3; -217 P1; -218 P1; -221 P1; -222 P1; -223 P1; -224 P1; A_10_301 02, A_PL_201 02, A_PL_202 02, A_PL_203 02, A_PL_204 02, A_PL_205 02, A_SK_170202, A_PL_110 02, A_PL_206 02, DP9 cover letter dated 22/12/2016, Heritage Statement dated 21/12/2016, Parker House Design Development dated December 2016.Planning, Design and Access Statement prepared by Paul Davis & Partners and Tibbalds Planning & Urban Design; Archaeological Desk Based Assessment prepared by CGMS; Draft Construction Management Plan prepared by EC Harris; Daylight & Sunlight Report prepared by GVA; Energy/ Renewable Statement prepared by Sustain Ltd; Sustainability Statement, prepared by EC Harris; Historic Building Report prepared by Donald Insall Associates Ltd; Transport Statement prepared by Peter Brett Associates; Tree Survey/ Arboricultural Statement prepared by CBA Trees; Noise Assessment prepared by Peter Brett Associates; Basement Impact Assessment prepared by Rolton Group Ltd; Flood Risk Assessment (BREEAM) prepared by Rolton Group Ltd; Ecology Assessment (CfSH) prepared by the Ecology Consultancy; Statement of Community involvement prepared by E C Harris; Parker House - offsite affordable housing offer Tybalds Estate prepared by Tibbalds January 2013; Lifetime Homes Compliance Checklist 4th January 2013; Demolition and Construction Noise Assessment prepared by Peter Brett Architects 7th February 2013; Site Waste Management Plan prepared by Keltbray 22nd January 2013; Outline Demolition Method Statement prepared by Keltbray 24 January 2013; Demolition noise level plans prepared by Peter Brett Architects February 2013; Tibbalds email 7th February 2013 entitled Cycle stores: Parker; Tibbalds letter 9th January 2013 entitled Additional Information to support Parker House Application; Tibbalds letter 1st February 2013 entitled Parker Street-Additional Information; Tibbalds letter 7th February entitled Response to St Joseph's RC Primary Schools letter of 9th January 2013; GVA Grimley letter 23 January 2013 and associated appendices entitled Parker House, Parker St & St. Joseph's School - Daylight & Sunlight; Amended Schedule of accommodation entitled 5357 Master Schedule_all units 080213 Final3(3); Preliminary Ecological Appraisal prepared by the Ecology Consultancy dated 29.01.2013.

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

- 3 The following samples and/or details of materials shall be submitted to and approved by the Local Planning Authority in writing before the relevant parts of the work are begun
- a) Plan, elevation and section drawings, including jambs, head and cill, of all new external windows and doors at a scale of 1:10 with typical glazing bar details at 1:1.
 - b) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.
 - c) Samples and manufacturer's details of new facing materials including windows and door frames, glazing, balconies, metal cladding with a full scale sample panel of all facing brickwork of no less than 1m by 1m including junction with window opening demonstrating the proposed colour, texture, face-bond and pointing.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The method statement of all materials to be salvaged and reused on the Aldwych Workshops shall be implemented strictly in accordance with the details approved in connection with application 2016/1120/P dated 30/03/2016.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 A) All matters relating to archaeological mitigation at the site shall be implemented strictly in accordance with the details approved in connection with application 2016/1678/P dated 19/04/2016.

B) No development (including demolition) shall take place other than in accordance with the Written Scheme of Investigation approved under Part (A).

C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 No impact piling shall take place at the site other than in accordance with the details approved in connection with application reference 2016/4925/P dated 01/12/2016. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water and sewerage utility infrastructure. Piling has the potential to impact on local underground water and sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

- 7 The monitoring of the critical basement construction works by a suitably qualified engineer shall be implemented strictly in accordance with the details approved in connection with application 2016/1119/P dated 08/04/2016.

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

- 8 All tree protection measures shall be implemented strictly in accordance with the details approved in connection with application 2016/1754/P dated 19/04/2016.

Reason: In order to conserve and enhance the biodiversity of the site in accordance with Policy CS15 of the London Borough of Camden Local Development Framework Core Strategy

- 9 Details of hard and soft landscaping including tree/plant species and sizes, all hard landscape materials, play structures, and means of enclosure of all unbuilt, open areas shall be submitted to and approved in writing by the local planning authority before the relevant parts of work are begun. Such details shall include a summary of consultation with residents of Aldwych Buildings and whether the scheme has changed as a result, details on how the spaces are accessible by all including details on level access, ramp gradients, landings, handrails, step dimensions, colour contrast nosings etc. Implementation of the hard and soft landscaping and the boundary treatment shall be carried out in accordance with the approved details.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 10 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the relevant part of the development. Any newly planted trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14, and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The construction and maintenance of the biodiverse, substrate based living roof shall be implemented strictly in accordance with the details approved in connection with application 2016/1122/P dated 08/04/2016.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies

- 12 The bird and bat nesting boxes / bricks shall be installed in strict accordance with the details approved in connection with application 2017/2908/P dated 08/08/2017.

Reason: In order to conserve and enhance the biodiversity of the site in accordance with Policy CS15 of the London Borough of Camden Local Development Framework Core Strategy

- 13 All of the following windows, as denoted on approved plans 1588(PL) 208 P2 and 216 P1 shall be permanently obscure glazed and fixed shut up to a height of 1.7m above the floor of the room in which the windows are installed before occupation of the extensions hereby permitted and shall be permanently retained and maintained thereafter:

- Ground floor hallway window to unit S2 at Aldwych Workshops
- All panes adjacent to entrance doorways to units S1 and S2 at Aldwych Workshops;
- The north eastern most first floor window to unit S2 at Aldwych Workshops;

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies CS1 (Distribution of growth) and CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 14 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 15 No plant or machinery shall be installed on the external parts of the building other than in the areas indicated as basement HRV plant area, Boiler & CHP area, water tank and booster area, electricity meters in the main building and the ground floor substation in Aldwych Workshops, on the approved plans.

Reason: To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 16 At 1 metre outside the windows of any neighbouring habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels, expressed in dB(A) at such locations. Where the noise from the plant and machinery is tonal in character the differences in these levels shall be at least 10 dB(A).

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

- 17 The construction management plan shall be implemented strictly in accordance with the details approved in connection with application 2016/2154/P dated 06/07/2016.

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

- 18 Glazing to the residential units and the proposed whole house ventilation system shall achieve "good" internal noise levels as per BS 8233 and the WHO internal noise levels guides and these levels shall be permanently retained and maintained thereafter.

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies

- 19 The refuse/recycling storage areas shown on the approved drawings in the basement of the main building and the ground floor of Aldwych Workshops shall be provided prior to occupation of the development and shall thereafter be permanently retained and used for no purpose other refuse/recycling storage areas, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The 75 spaces (70 basement spaces and 5 at Aldwych workshops) shown on the approved drawings in the basement of the main building and the courtyard to the rear of Aldwych Buildings shall be provided prior to occupation of the development and shall thereafter be permanently retained and used for no purpose other than for the parking of bicycles for users and occupiers of the development, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 21 The planters, storage boxes and cycle storage boxes shown on the approved drawings in courtyard to the rear of Aldwych Buildings shall be provided prior to occupation of the development and shall thereafter be permanently retained and used for no purpose other than for planting, storage and cycle parking, unless otherwise agreed in writing by the local planning authority.

Reason: In order to prevent unreasonable overlooking of neighbouring premises and to ensure that sufficient provision for storage and cycle users in accordance with Policies CS5, CS11 and CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP18, DP19, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 22 The details of the solar panels to be used on the buildings shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. Such details shall include a scale roof plan, elevation, section and manufacturers details. The relevant part of the development shall thenceforth not be occupied without the installation of such technologies. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises, the setting of the neighbouring listed buildings and the character of the conservation area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 23 Within 11 months of the commencement of demolition works at the site the applicant shall have entered into a contract with a contractor for the construction of the development securing completion of the development within a fixed timescale to be agreed by the Council.

Reason: To protect the visual amenity of the area in accordance with requirements of Policy CS14 of the Camden Local Development Framework Core Strategy and Policy DP25 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 2363).
- 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 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

- 5 With regard to condition 9 you are advised to use native species of UK origin and to have diversity tree planting.
- 6 With regard to condition 11 you are advised that Sedum blankets on this site are not considered sufficient to provide the level of biodiversity required. Green/brown roofs should provide a high level of biodiversity and should have a substrate depth of at least 100mm into which vegetation can be planted or meadows sown.
- 7 With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combine public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of ground water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.
- 8 Thames Water requests that the applicant should incorporate within their proposal protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.
- 9 Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.
- 10 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

- 11 Bats and their roosts are protected under the Wildlife and Countryside Act 1981 (as amended), and the Conservation (Natural Habitats) Regulations 1994 which protect bats from intentional or deliberate actions which may kill, injure capture a bat and from actions that intentionally or recklessly damage, destroy or obstruct access to a bat roost (whether bats are present or not) or disturb a bat when occupying a roost. Actions such as demolition and renovation works to a building, and tree felling or significant tree surgery are likely to result in a breach of the above legislation if bats or bat roosts are present. For further information contact Natural England on 0845 600 3078.
- 12 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

DECISION





DATED 25 JANUARY 2018 ~~2017~~ PK

(1) PARKER STREET NO. 1 LIMITED

and

(2) SILOSSO CO. LTD

and

(3) LONDON & NEWCASTLE CAPITAL LIMITED

and

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 9 October 2015 between
(1) Parker Street No. 1 Limited and (2) Silosso Co. Ltd and (3) the Mayor and the
Burgesses of the London Borough of Camden as varied by the First Deed of Variation dated
10 August 2016

under section 106 and 106A of the Town and
Country Planning Act 1990 (as amended)

Relating to development at premises known as

**Parker House
25 Parker Street
London
WC2B 5PA**

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.272 (final)