

DATED

13 November

2013

(1) AJAM 4 LIMITED

and

**(2) MONTELLO PRIVATE FINANCE GENERAL PARTNERS LIMITED and MONTELLO
FINANCE NO.1 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
14 Roger Street, London WC1N 2JU
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

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G:\case files\culture & env\planning\lmm\s106 Agreements (2013/2798/P)
CLS/COM/LMM/1685.2286

THIS AGREEMENT is made the 13th day of November 2013

BETWEEN:

- i. **AJAM 4 LIMITED** (Co. Regn. No. 08184730) care of Healys LLP, Atrium Court, 15-17 Jockeys Fields, London WC1R 4QR (hereinafter called "the Owner") of the first part
- ii. **MONTELLO PRIVATE FINANCE GENERAL PARTNERS LIMITED** (Co. Regn. No. 0715408) and **MONTELLO FINANCE NO.1 LIMITED** (Co. Regn. No. 07826640) of Heron House, 4 Bentinck Street, London W1U 2EF (hereinafter called "the Mortgagees") of the second part
- iii. **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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL935881 subject to a charge to the Mortgagees.
- 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 29 April 2013 and the Council resolved to grant permission conditionally under reference number 2013/2798/P subject to 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagees as mortgagees under a legal charges registered under Title Number NGL935881 and dated 5 July 2013 (hereinafter called "the Legal Charges") 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 Development" | change of use from office (Class B1a) to residential (Class C3) from lower ground to third floor levels and the erection of a fourth floor level to provide 1 x 3 bedroom, 4 x 2 bedrooms and 1 x 1 bedroom flats (6 in total), alterations to existing openings and creation of a lightwell and 2 storey infill extension at lower ground floor as shown on drawing numbers P_00 Site REV A; P_01 REV A; P_02 REV A; P_03 REV A; P_04 REV A; P_05 REV A; P_06 REV A; P_07 REV B; P_08 REV A; P_09 REV B; P_10 REV A; P_11 REV B; P_12 REV B; P_13 REV B; P_14 |

REV A; P_15 REV B; P_16 REV B; P_17 REV B; P_18 REV A; P_19 REV A; Design and access statement - April 2013; Structural Methodology/Basement Impact Assessment - L12.735-RP-01; BREEAM Pre-Assessment - 26.06.2013 - E531-Summary -1306-26ckn; Archaeological Report – 11406 - April 2013; Sustainability Statement - April 2013; Planning Marketing Report December 2012; Internal daylight ADF analysis; letter dated 28/06/2013 prepared by Tori Evans.

2.4 "Education Contribution"

means the sum of fifteen thousand one hundred and seventy four pounds (£15,174) to be paid by the Phase Two Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards education needs arising in the London Borough of Camden

2.5 Environmental Pedestrian and Public Realm Improvements Contribution

means the sum of twelve thousand (£12,000) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards pedestrian and public realm improvement schemes in the vicinity of the Property

2.6 "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

- 2.7 "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 "the Parties" mean the Council the Owner and the Mortgagees
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 29 April 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/2798/P subject to conclusion of this Agreement
- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 14 Roger Street, London WC1N 2JU the same as shown edged red on the plan annexed hereto
- 2.13 "the Open Space Contribution" the sum of £8,350 (eight thousand three hundred and fifty pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by

the Council towards the provision within the London Borough of Camden of public open space

2.14 "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

2.15 "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

2.16 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-

- (a) contain an Eco Homes Assessment with a target of achieving a Very Good Excellent or Outstanding rating attaining at least 60% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying

that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 SUSTAINABILITY PLAN

- 4.2.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.2.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.2.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.2.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.3 EDUCATION CONTRIBUTION

- 4.3.1 Prior to the Implementation Date to pay to the Council the Education Contribution in full.
- 4.3.2 Not to Implement or allow Implementation until the Education Contribution has been paid in full as evidenced by written notice to that effect.

4.4 ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

4.4.1 Prior to the Implementation Date to pay to the Council the Environmental Improvements Contribution in full.

4.4.2 Not to Implement or allow Implementation until the Environmental Improvements Contribution has been paid in full as evidenced by written notice to that effect.

4.5 OPEN SPACE CONTRIBUTION

4.5.1 Prior to the Implementation Date to pay to the Council the Open Space Contribution in full.

4.5.2 Not to Implement or allow Implementation until the Open Space Contribution has been paid in full as evidenced by written notice to that effect.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2013/2798/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision

imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2013/2798/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code 2013/2798/P or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 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.

- 5.8 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2013/2798/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 on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 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 the nor 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 The 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.

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

EXECUTED AS A DEED BY
AJAM 4 LIMITED
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
~~Director/Secretary~~

WITNESS: NIALL BOLAND
ADDRESS: ATRIUM COURT
15-17 JOCKEYS FIELDS
LONDON, WC1R 4 QR

EXECUTED AS A DEED BY
MONTELLO FINANCE NO.1 LIMITED
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

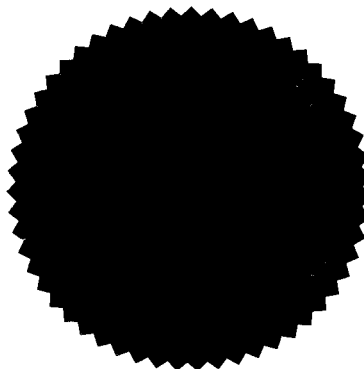
EXECUTED AS A DEED BY
MONTELLO PRIVATE FINANCE
GENERAL PARTNERS LIMITED
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

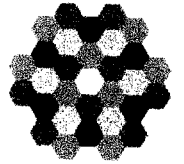
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

.....
Authorised Signatory

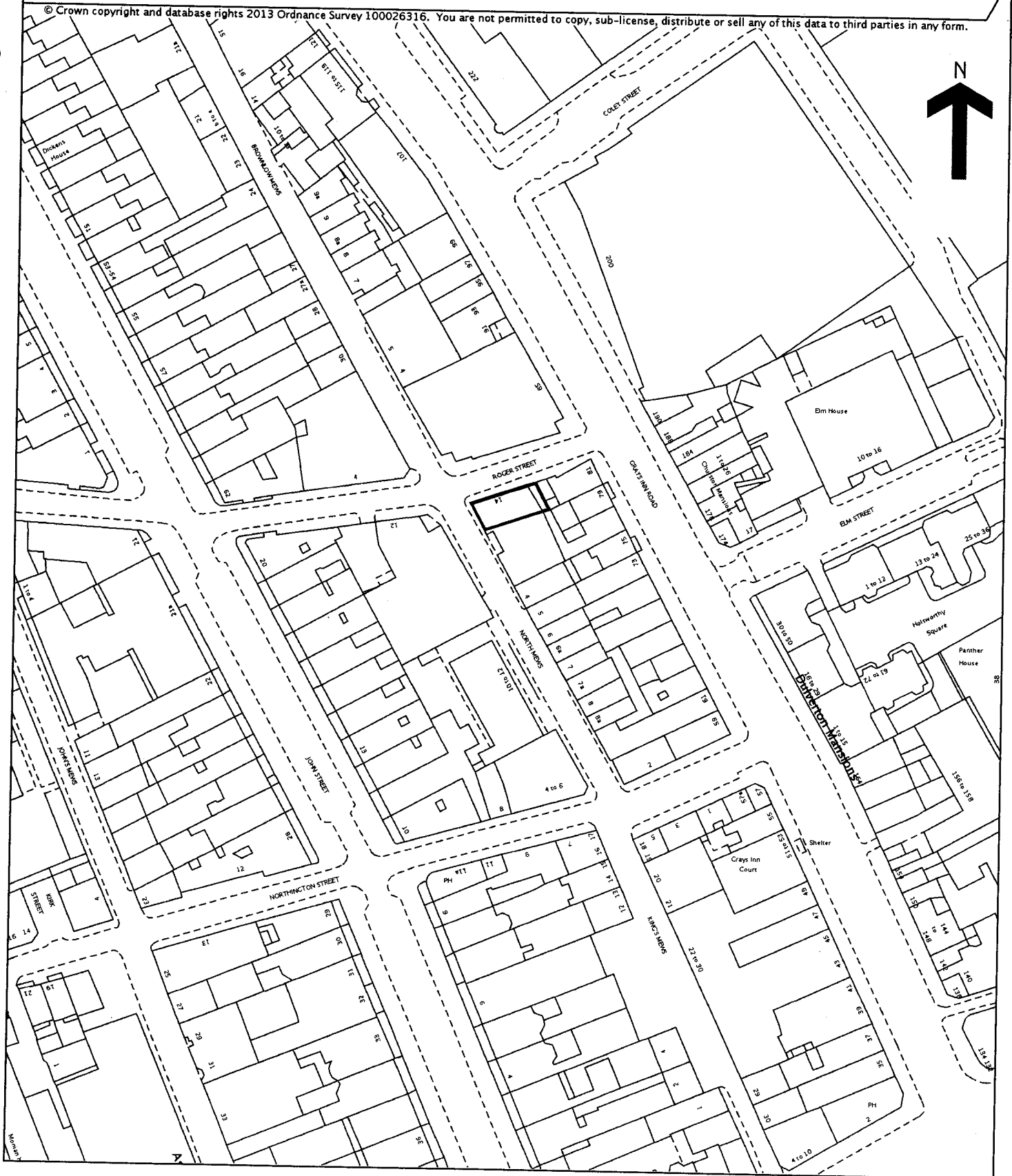


Land Registry Official copy of title plan

Title number **NGL935881**
Ordnance Survey map reference **TQ3082SE**
Scale **1:1250**
Administrative area **Camden**



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**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

MW-A
28 Margaret Street
London
W1W 8RZ

Application Ref: **2013/2798/P**

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:
**14 Roger Street
London
WC1N 2JU**

DECISION
Proposal:

Change of use from office (Class E1a) to residential (Class C3) from lower ground to third floor levels and the erection of a fourth floor level to provide 1 x 3 bedroom, 4 x 2 bedrooms and 1 x 1 bedroom flats (6 in total), alterations to existing openings and creation of a lightwell and 2 storey infill extension at lower ground floor.

Drawing Nos: P_00 Site REV A; P_01 REV A; P_02 REV A; P_03 REV A; P_04 REV A; P_05 REV A; P_06 REV A; P_07 REV B; P_08 REV A; P_09 REV B; P_10 REV A; P_11 REV B; P_12 REV B; P_13 REV B; P_14 REV A; P_15 REV B; P_16 REV B; P_17 REV B; P_18 REV A; P_19 REV A; Design and access statement - April 2013; Structural Methodology/Basement Impact Assessment - L12.735-RP-01; BREEAM Pre-Assessment - 26.06.2013 - E531-Summary -1306-26ckn; Archaeological Report - 11406 - April 2013; Sustainability Statement - April 2013; Planning Marketing Report December 2012; Internal daylight ADF analysis; letter dated 28/06/2013 prepared by Tori Evans.

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 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.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: P_00 Site REV A; P_01 REV A; P_02 REV A; P_03 REV A; P_04 REV A; P_05 REV A; P_06 REV A; P_07 REV B; P_08 REV A; P_09 REV B; P_10 REV A; P_11 REV B; P_12 REV B; P_13 REV B; P_14 REV A; P_15 REV B; P_16 REV B; P_17 REV B; P_18 REV A; P_19 REV A; Design and access statement - April 2013; Structural Methodology/Basement Impact Assessment - L12.735-RP-01; BREEAM Pre-Assessment - 26.06.2013 - E531-Summary -1306-26ckn; Archaeological Report - 11406 - April 2013; Sustainability Statement - April 2013; Planning Marketing Report December 2012; Internal daylight ADF analysis; letter dated 28/06/2013 prepared by Tori Evans.

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

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

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.

- 5 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 6 All louvered screening located along the east facing elevation windows shall be installed prior to the occupation of any of the residential units hereby permitted, and shall be permanently retained and maintained thereafter.

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.

- 7 No development shall take place until the applicant (or their heirs and successors in title) has secured the implementation of a programme of archaeological mitigation in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the local planning authority. The development shall then only take place in accordance with the Written Scheme as has been approved.

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.

- 8 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 Condition 7, 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.

- 9 The main roof of the building hereby permitted as shown on drawing number P_07 REV B shall not be used at any time as a terrace.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Noise levels at a point 1 metre external to sensitive façades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in 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.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The development of this site is likely to damage heritage assets of archaeological

interest. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The project design should be in accordance with English Heritage Greater London Archaeological Advisory Service guidelines.

- 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 advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be £4,700 (95sqm x £50). This amount is an estimate based on the information submitted in your planning application. The final amount may be revised on the receipt of the Additional Information Requirement Form or other changing circumstances.

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

Culture and Environment Directorate

DECISION