DATED 21 March **2013**

(1) PHILIP COLLETT

and

(2) MOTIVATIONAL SYSTEMS LIMITED and EMMA LAURA COLLETT

and

(3) NATIONAL WESTMINSTER BANK

and

(4) GOALS UK COMMUNITY INTEREST COMPANY

and

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

AGREEMENT

relating to land known as
357 EUSTON ROAD AND 44 WARREN STREET
LONDON NW1 3AL
pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

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

Tel: 020 7974 1478
Fax: 020 7974 2962

G:case files/culture & env/planning/SW/s106 Agreements/
CLS/COM/FP/1685.1722
S106 v FINAL

THIS AGREEMENT is made the 21 day of March 2013

B E T W E E N:

1. **PHILIP COLLETT** care of Howard Kennedy 19 Cavendish Square London W1A 2AW (hereinafter called "the Freeholder") of the first part

2. **MOTIVATIONAL SYSTEMS LIMITED** (Co. Regn. No.2925065) whose registered office is at 357 Euston Road London NW1 3AL and of 19 Cavendish Square London W1A 2AW and **EMMA LAURA COLLETT** of 19 Cavendish Square London W1A 2AW (hereinafter called "the First Leaseholder") of the second part

3. **NATIONAL WESTMINSTER BANK PLC** (Co. Regn. No. 929027) whose registered office is at 135 Bishopsgate London EC2M 3UR and whose address for service is ~~of 8th Floor 1 Hardman Boulevard Manchester M3 3AQ~~ credit documentation PO BOX 339 Manchester M60 2AH (hereinafter called "the Mortgagee") of the third part

4. **GOALS UK COMMUNITY INTEREST COMPANY** (Co. Regn. No. 4854121) whose registered office is at 357 Euston Road London NW1 3AL and of 29 Warren Street London W1T 5NE (hereinafter called the "Second Leaseholder") of the fourth part

5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth 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 266674.

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 First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number NGL910731 subject to a subject to a charge to the Mortgagee.

1.4 The First Leaseholder is the leasehold owner of part of the Property and is interested in the Property for the purposes of Section 106 of the Act.

1.5 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number NGL910729.

1.6 The Second Leaseholder is the leaseholder owner of part of the Property and is interested in the Property for the purposes of Section 106 of the Act.

1.7 The Freeholder, the First Leaseholder and the Second Leaseholder shall hereinafter be collectively referred to as "the Owner".

1.8 A Planning Application for the development of the Property was submitted to the Council and validated on 29 August 2012 and the Council resolved to grant permission conditionally under reference number 2012/4512/P subject to the conclusion of this legal Agreement.

1.9 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.

1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.11 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL910731 and dated 13 August 2010 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"	erection of single-storey extension to create fourth floor and external alterations to the Euston Road and Warren Street elevations to provide 1 x 2 bed residential unit with terrace (Class C3), including change of use at basement and ground floor levels from storage use (Class B8) to offices (Class B1), and change of use of 1st, 2nd and 3rd floors from office use (Class B1) to residential use (Class C3) to provide 3 x 2 bed units as shown on drawing numbers;- (Prefix PL) 001-D, 100-D, 101-D, 102-C, 103-C, 104-C, 106-C, 150-D, 151-D, 152-D, 160-D, 161-D, 099-D, 170-D, 200; (Prefix 1186/JW/) 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 8-A, 9-A, 10-A, 11-A; Design and Access Statement by buj architects dated June2012; Sustainability Statement by buj architects dated 27 August 2012; Noise Assessment by Sharp Redmore Partnership dated 30 August 2012; Energy Statement Rev 2 by M&E Consultant Engineers; Marketing Statement by Mann Smith dated 31 July 2012; BREEAM 2011 New Construction Pre-Assessment Estimator; EcoHomes Pre-assessment by Mendick Waring Ltd dated 24 August 2012
2.4	"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
2.5	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council the Freeholder the First Leaseholder the Second Leaseholder and the Mortgagee
2.7	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 29 August 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/4512/P subject to conclusion of this Agreement
2.8	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.9	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.10	"the Property"	the land known as 357 Euston Road and 44 Warren Street London NW1 3AL the same as shown edged red on the plan annexed hereto

2.11	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.12	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words donating 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 of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

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

4.1 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.

4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.3 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 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 fourteen days following completion of the Development the Owner shall notify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2012/4512/P the date upon which the Development will be ready for Occupation.

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

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

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 reference number 2012/4512/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 within 10 working days of completion of such registration 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 Freeholder the First Leaseholder the Second Leaseholder nor the Mortgagee 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 the Development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation

of all entries made in the Register of Local Land Charges in respect of this Agreement.

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. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Freeholder the First Leaseholder and the Second Leaseholder in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
PHILIP COLLETT)
in the presence of:)

.....

Witness Signature

Witness Name: LINDA ANNE WRIGHT

Address: 70 WEALD BRIDGE ROAD, NORTH WEALD, EPPING CM16 6ES

Occupation: FINANCE MANAGER

CONTINUATION OF S106 AGREEMENT IN RELATION TO 357 EUSTON ROAD LONDON NW1 3AL – 2012/4512/P

EXECUTED AS A DEED BY)
EMMA LAURA COLLETT)
in the presence of:)

.....

Witness Signature

Witness Name: LINDA ANNE WRIGHT

Address: 70 WEALD BRIDGE ROAD, NORTH WEALD, EPPING, ESSEX CM16 6ES

Occupation: FINANCE MANAGER.

EXECUTED AS A DEED BY)
MOTIVATIONAL SYSTEMS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....

Director

.....

Director/Secretary

~~**SIGNED AND DELIVERED AS A DEED**~~)
)
)
)
~~**as the attorney and on behalf of**~~)
~~**NATIONAL WESTMINSTER BANK plc**~~)
~~**In the presence of:**~~)

_____

~~**Witness' Signature – Bank Employee**~~

CONTINUATION OF S106 AGREEMENT IN RELATION TO 357 EUSTON ROAD LONDON NW1 3AL – 2012/4512/P]

EXECUTED AS A DEED BY)
GOALS UK COMMUNITY INTEREST)
COMPANY)
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:-)

T M Knowles

.....

Authorised Signatory

Signed and Delivered as a deed
For and on behalf of
National Westminster Bank Plc
By a duly authorised Attorney

Philip Marc Birchall

in the presence of Gillian Woods

Witness' Signature-Bank employee

DOCUMENTOR
CREDIT DOCUMENTATION
REF 2049162 /MDG

Camden

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

BUJ Architects LLP
35 Millharbour
London
E14 9TX

Application Ref: **2012/4512/P**

24 October 2013

Dear Sir/Madam

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:
357 Euston Road
London
NW1 3AL

Proposal:
Erection of single-storey extension to create fourth floor and external alterations to the Euston Road and Warren Street elevations to provide 1 x 2 bed residential unit with terrace (Class C3), including change of use at basement and ground floor levels from storage use (Class B8) to offices (Class B1), and change of use of 1st, 2nd and 3rd floors from office use (Class B1) to residential use (Class C3) to provide 3 x 2 bed units.
Drawing Nos: (Prefix PL) 001-D, 100-D, 101-D, 102-C, 103-C, 104-C, 106-C, 150-D, 151-D, 152-D, 160-D, 161-D, 099-D, 170-D, 200; (Prefix 1186/JW/) 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 8-A, 9-A, 10-A, 11-A; Design and Access Statement by buj architects dated June2012; Sustainability Statement by buj architects dated 27 August 2012; Noise Assessment by Sharp Redmore Partnership dated 29 March 2012; Energy Statement Rev 2 by M&E Consultant Engineers; Marketing Statement by Mann Smith dated 31 July 2012; BREEAM 2011 New Construction Pre-Assessment Estimator; EcoHomes Pre-assessment by Mendick Waring Ltd dated 24 August 2012.

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

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

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

Condition(s) and Reason(s):

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

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

2 The development hereby permitted shall be carried out in accordance with the following approved plans: (Prefix PL) 001-D, 100-D, 101-D, 102-C, 103-C, 104-C, 106-C, 150-D, 151-D, 152-D, 160-D, 161-D, 099-D, 170-D, 200; (Prefix 1186/JW/) 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 8-A, 9-A, 10-A, 11-A; Design and Access Statement by buj architects dated June2012; Sustainability Statement by buj architects dated 27 August 2012; Noise Assessment by Sharp Redmore Partnership dated 29 March 2012; Energy Statement Rev 2 by M&E Consultant Engineers; Marketing Statement by Mann Smith dated 31 July 2012; BREEAM 2011 New Construction Pre-Assessment Estimator; EcoHomes Pre-assessment by Mendick Waring Ltd dated 24 August 2012.

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

3 Full details in respect of the brown roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

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.

4 Prior to commencement on the relevant part of the development full details of the proposed plant shall be provided, including any acoustic isolation and sound attenuation as necessary to demonstrate compliance with Camden's noise criteria to be approved in writing the local planning authority. The plant and acoustic isolation shall be installed in accordance with the details thus approved and thereafter be maintained in effective order to the reasonable satisfaction of the local planning authority.

Reason: To safeguard the amenities of the 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.

5 Noise levels at a point 1 metre external to sensitive facades 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 neighbouring 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.

6 Prior to occupation of the development all sound attenuation measures to ensure reasonable sound level within the residential units as specified in the Noise Assessment by Sharps Redmore Partnership dated 29 March 2012 shall be carried in full and retained an maintained thereafter unless otherwise agreed in writing by the local planning authority.
Reason: To safeguard the amenities of the future occupiers of the resident units in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

7 No servicing vehicles shall access the building from Euston Road.

Reason: To avoid impacting on traffic on Euston Road in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP20 of the London Borough of Camden Local Development Framework Development Policies.

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

a) Elevation and section drawings of all new doors and windows including jambs and head of all openings at a scale of 1:10;
b) Elevation and section drawings of the roof terrace balustrade and Juliette balconies at a scale of 1:20;
c) Elevation and section drawings of glazed rooflight over the lightwell at a scale of 1:20.

The relevant part of the works shall then be carried in accordance with the approved details.

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 of the London Borough of Camden Local Development Framework Development Policies.

9 Before the relevant parts of the works are commenced full scale sample panels of the materials to be used in the construction of the external surfaces of the development hereby permitted shall be erected on-site for approval by the local planning authority.

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 of the London Borough of Camden Local Development Framework Development Policies.

10 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 and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by 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.

11 Prior to the commencement of the relevant part of the development details of the proposed solar panels on the roof including elevations and sections, shall be submitted to, and approved by the Council. The solar panels shall be erected in accordance with the approved details.

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 of the London Borough of Camden Local Development Framework Development Policies.

12 Notwithstanding the drawings hereby approved the entrance doors on the Warren Street elevation shall be inward opening only.

Reason: To ensure the proposal does not hinder pedestrian movement or impact on pedestrian safety along Warren Street in accordance with the requirements of polices CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

13 The cycle storage at ground floor level hereby approved shall be provided in its 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 CS11of the London Borough of Camden Local Development Framework Core Strategy and policy DP17of the London Borough of Camden Local Development Framework Development Policies.

14 The refuse and recycling storage hereby approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

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, 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 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 - Distribution of growth, CS3 - Other highly accessible areas, CS5 - Managing the impact of growth and development, CS6 - Providing quality homes, CS8 - Promoting a successful and inclusive economy, CS11 - Promoting sustainable and efficient travel, CS13 - Tackling climate change through promoting higher environmental standards, CS14 - Promoting high quality places and conserving our heritage, CS15 - Protecting and improving our parks and open spaces and encouraging biodiversity, CS18 - Dealing with our waste and

encouraging recycling, CS19 - Delivering and monitoring the Core Strategy and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 - Making full use of Camden's capacity for housing, DP5 - Homes of different sizes, DP6 - Lifetime homes and wheelchair homes, DP13 - Employment premises and sites, DP16 - The transport implications of development, DP17 - Walking, cycling and public transport, DP18 - Parking standards and limiting the availability of car parking, DP20 - Movement of goods and materials, DP22 - Promoting sustainable design and construction, DP23 - Water, DP24 - Securing high quality design, DP26 - Managing the impact of development on occupiers and neighbours, DP29 - Improving access. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer report.

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.

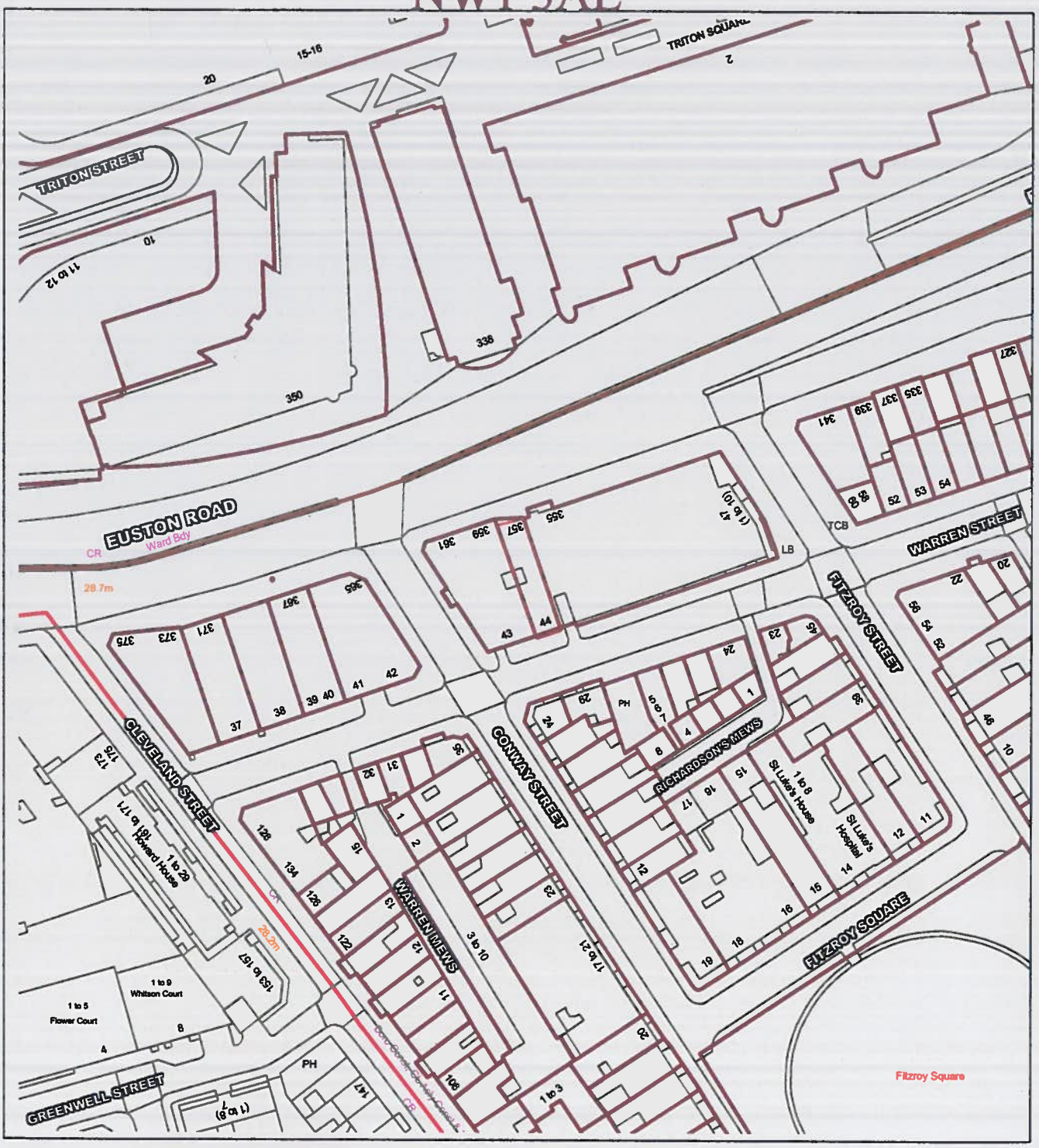
Please send CIL related documents or correspondence to CIL@Camden.gov.uk

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

357 Euston Road and 44 Warren Street NW1 3AL



DATED 21 March 2013

(1) PHILIP COLLETT

and

(2) MOTIVATIONAL SYSTEMS LIMITED
and EMMA LAURA COLLETT

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(3) NATIONAL WESTMINSTER BANK

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(4) GOALS UK COMMUNITY INTEREST COMPANY

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

AGREEMENT

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pursuant to Section 106 of the Town and Country Planning
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Head of Legal Services
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S106 v FINAL