DATED 27 NOVEMBER **2017**

(1) NYRAFF 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
OMEGA HOUSE, 67 - 74 SAFFRON HILL LONDON EC1N 8QX
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
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

G:case files/culture & env/planning/lmm/s106 Agreements (2016/3018/P)
CLS/COM/LMM/1800.221

THIS AGREEMENT is made the 27th day of November 2017

B E T W E E N:

i. **NYRAFF LIMITED** (Co. Regn. No. 02006187) whose registered office is at 2 Madrid Road, London SW13 9PD (hereinafter called "the Freeholder") of the first part

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

1. **WHEREAS**

1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL332887.

1.2 The Freeholder is the freehold owner of the Property and are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to as "the Owner".

1.3 Planning Applications for the development of the Property were submitted to the Council and validated on 4 July 2016 and the Council resolved to grant permission conditionally under reference numbers 2016/4143/P and 2016/3018/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.

2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition and construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely

effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

(ii) proposals to ensure there are no adverse effects on the Conservation Area features;

(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Management Plan Implementation Support

	Contribution"	the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.6	"the Construction Phase"	the whole period between (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion
2.7	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.8	"Development"	means the Saffron Hill Development and/or the Onslow Street Development
2.9	"the Highways Contribution"	the sum of £8,496.33 (eight thousand four hundred and ninety six pounds thirty three pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for carrying out works to the public highway and associated measures in the vicinity of the Property required as a direct result of the

carrying out of the Development such works to include the following ("the Highways Works"):-

(a) repaving the footway and vehicle crossover adjacent to the Property;

(b) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u>

2.10 "the Implementation Date" — the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.11 "Jewellery Floorspace" — the floorspace at the Property identified outlined in red on Plan 2 annexed hereto and to be retained throughout the life of the Development as jewellery manufacturing/jewellery workshop space in accordance with the provisions of clause 4.3 of this Agreement

2.12 "Jewellery Floorspace Marketing Plan" — a detailed marketing plan to be prepared by the Owner and implemented following approval by the Council, setting out proposals for ensuring

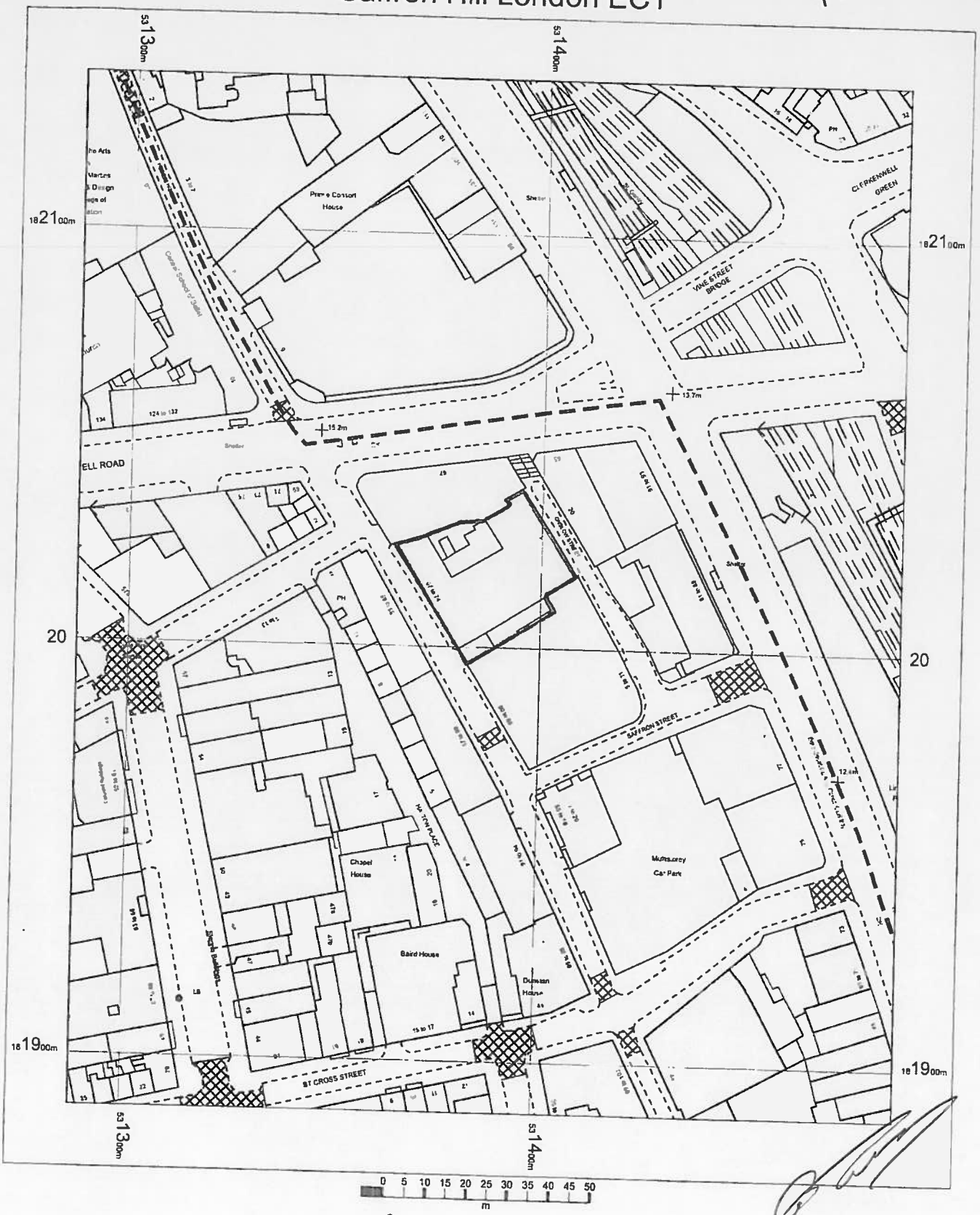
that the Jewellery Floorspace is occupied as jewellery manufacturing/jewellery workshop space, including marketing particulars, details of how and where the Jewellery Floorspace will be marketed, the rents at which it is to be marketed (which shall be no more than 70% of the open market rent for the unit were it not restricted to jewellery manufacturing/jewellery workshop use), measures to ensure that the Jewellery Workspace is properly marketed to jewellery businesses in the local area and a specific strategy to promote the Jewellery Workspace through local business channels

2.13	"the Level Plans	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.14	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"the Onslow Street Development"	Erection of first floor extension to side/rear of building (Onslow Street side) (Class B1(c) as shown on the site location plan, Design & Access Statement and drawing numbers 1500/000, 1500/100, 1500/101, 1500/102, 1500/103, 1500/110, 1500/111, 1500/112, 1500/113, 1500/199, 1500/251, 1500/252, 1500/253 and 1500/240.;
2.16	"the Onslow Street Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 4 July 2016 for which a resolution to grant permission has been passed

		conditionally under reference number 2016/4143/P subject to conclusion of this Agreement
2.17	"the Onslow Street Planning Permission"	a planning permission granted for the Onslow Street Development pursuant to the Onslow Street Planning Application substantially in the draft form annexed hereto
2.18	"the Parties"	mean the Council and the Owner
2.19	"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
2.20	"the Planning Permissions"	mean the Saffron Hill Planning Permission and the Onslow Street Planning Permission
2.21	"the Property"	the land known as Omega House, 67-74 Saffron Hill the same as shown edged red on the Plan 1 annexed hereto
2.22	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.23	"the Saffron Hill Development"	erection of two storey extension at front elevation at second floor. Alterations and refurbishment throughout building including revised fenestration details (Class B1(a)) as

Saffron Hill London EC1

8A



PLAN 1

N

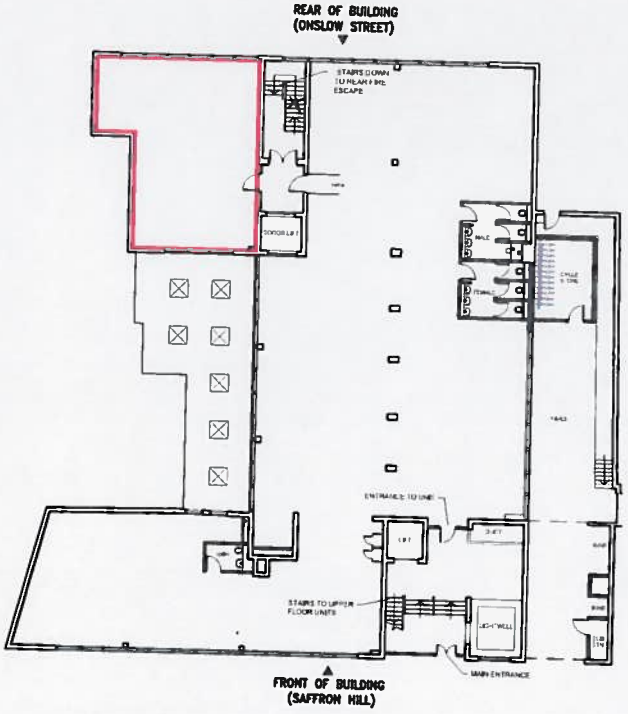
OS MasterMap 1250/2500/10000 scale
26 April 2016, ID: CM-00523228
www.centremapslive.co.uk

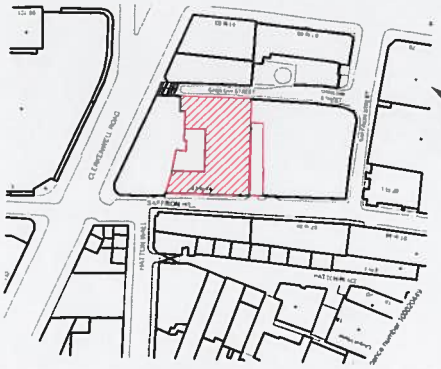
1:1250 scale print at A4, Centre: 531388 E, 182013 N

Data

CENTRE MAPS LIVE.
FOR A BETTER POINT OF VIEW

RA





LOCATION PLAN 1:1250

SCALE (METRES) FOR MAIN PLAN
1:200 (at A3 size)

67 - 75
SAFFRON HILL
EC1

GROUND FLOOR
PLAN

L/02B

PLAN 2

shown on the site location plan and Design & Access Statement and drawing numbers 1500/000, 1500/100, 1500/101, 1500/102, 1500/103, 1500/110, 1500/111, 1500/112, 1500/113, 1500/199 A, 1500/220 A, 1500/221, 1500/230, 1500/231, 1500/232, 1500/233 and 1500/400

2.24	"the Saffron Hill Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 4 July 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3018/P subject to conclusion of this Agreement
2.25	"the Saffron Hill Planning Permission"	a planning permission granted for the Saffron Hill Development pursuant to the Saffron Hill Planning Application substantially in the draft form annexed hereto

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 of 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 Permissions on the date hereof.

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

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CONSTRUCTION MANAGEMENT PLAN

4.1.1 On or prior to the Implementation Date to:

(i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and

(ii) submit to the Council for approval a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

(i) received the Construction Management Plan Implementation Support Contribution in full; and

(ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.2 HIGHWAYS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to:-

(i) pay to the Council the Highways Contribution in full; and

(ii) submit to the Council the Level Plans for approval.

4.2.2 Not to Implement or to allow Implementation until such time as the Council has:-

(i) received the Highways Contribution in full; and

(ii) approved the Level Plans as demonstrated by written notice to that effect.

4.2.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.2.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.2.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of

the excess.

4.3 JEWELLERY FLOORSPACE

4.3.1 Prior to marketing the Jewellery Floorspace to submit to the Council for approval the Jewellery Floorspace Marketing Plan. The Council covenants that it will not unreasonably withhold or delay such approval.

4.3.2 Following the approval of the Jewellery Floorspace Marketing Plan the Owner shall at all times that the Jewellery Floorspace remains unoccupied actively market the Jewellery Floorpsace in accordance with the Jewellery Floorspace Marketing Plan.

4.3.3 Not to Occupy or permit Occupation of the Development until the Jewellery Floorspace has been made available as jewellery manufacturing and/or jewellery workshop space to the satisfaction of the Council (as confirmed by notice in writing, such confirmation not to be unreasonably withheld or delayed)

4.3.4 Subject to clause 4.3.7 to retain the Jewellery Floorspace for jewellery manufacturing and/or jewellery workshop space throughout the life of the Development and not to Occupy the Development at any time when the Jewellery Floorspace is not available as jewellery manufacturing and/or jewellery workshop space

4.3.5 Subject to clause 4.3.7 not to use the Jewellery Floorspace for any other purpose than jewellery manufacturing and/or jewellery workshop space

4.3.6 The Owner may substitute alternative floorspace within the Property and /or the Development with the Council's prior written consent, not to be unreasonably withheld or delayed. Such alternative space shall be demonstrated to the Council's satisfaction (acting reasonably) to have an area equal to or greater than the Jewellery Floorspace and to be of no less practical amenity than the current Jewellery Floorspace .

4.3.7 In the event that the Jewellery Floorspace:

(i) has been made available in accordance with clauses 4.3.3 and 4.3.4;

(ii) has remained available on the terms of the Jewellery Floorspace Marketing Plan but has not been occupied for a period of 12 months;

(iii) has been actively marketed throughout that 12 month period in accordance with the Jewellery Floorspace Marketing Plan; and

(iv) the Owner provides evidence to the Council of (i), (ii) and (iii)

then the Council following review shall confirm in writing that the Jewellery Floorspace may revert to B1 use under the Town and Country Planning (Use Classes) Order 1987 (as amended) and all obligations and restrictions stated under clause 4.3 shall cease to have effect

4.3.8 The Council will not collect , or will reimburse the Owner for, business rates payable in respect of the Jewellery Floorspace whilst it is unoccupied and being marketed

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 2016/3018/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 The Council shall promptly issue the Owner a written receipt for any sum paid to the Council hereunder and 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) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/3018/P.

5.7 Payment of the Highways Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/3018/P. Electronic Transfer be made 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

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

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

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 2016/3018/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 Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. JOINT AND SEVERAL LIABILITY

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

8. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY)
NYRAFF LIMITED) R.B. TANIELIAN
acting by a Director
who signed in the presence of:-)

.....

Director

Witness signature.....Julia Gavin.....
Witness name JULIA GAVIN
Address 19a Myddelton Sq
EC1R 1YE
Occupation office Manager

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

.....R. Alexander.....

Authorised Signatory

THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

The pro-forma Construction Management Plan can be found on the Council's website at:-

https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

Camden

Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Tel 020 7974 4444

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

Cunnane Town Planning
Churchward House
4 Foundry Court
Gogmore Lane
CHERTSEY
KT16 9AP

Application Ref: **2016/4143/P**

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:
67-74 Saffron Hill
London
EC1N 8QX

Proposal:
Erection of first floor extension to side/rear of building (Onslow Street side) (Class B1(c)).
Drawing Nos: Design & Access Statement, OS map, 1500/000, 1500/100, 1500/101, 1500/102, 1500/103, 1500/110, 1500/111, 1500/112, 1500/113, 1500/199, 1500/251, 1500/252, 1500/253 and 1500/240.

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:

Design & Access Statement, OS map, 1500/000, 1500/100, 1500/101, 1500/102, 1500/103, 1500/110, 1500/111, 1500/112, 1500/113, 1500/199, 1500/251, 1500/252, 1500/253 and 1500/240.

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

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

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy 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.

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 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

Executive Director Supporting Communities

DRAFT

DECISION

Camden

Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Tel 020 7974 4444

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

Cunnane Town Planning
Churchward House
4 Foundry Court
Gogmore Lane
CHERTSEY
KT16 9AP

Application Ref: **2016/3018/P**

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:
67-74 Saffron Hill
London
EC1N 8QX

Proposal:
Erection of two storey extension at front elevation at second floor. Alterations and refurbishment throughout building including revised fenestration details (Class B1(a)).
Drawing Nos: Design & Access Statement, OS map, 1500/000, 1500/100, 1500/101, 1500/102, 1500/103, 1500/110, 1500/111, 1500/112, 1500/113, 1500/199 A, 1500/220 A, 1500/221, 1500/230, 1500/231, 1500/232, 1500/233 and 1500/400.

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 policies 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:

OS map, 1500/000, 1500/100, 1500/101, 1500/102, 1500/103, 1500/110, 1500/111, 1500/112, 1500/113, 1500/199 A, 1500/220 A, 1500/221, 1500/230, 1500/231, 1500/232, 1500/233 and 1500/400.

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

4 Before the development commences, details of secure and covered cycle storage area for 4 long term and 1 short term cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter 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.

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

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy 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.

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 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

Supporting Communities Directorate

Executive Director Supporting Communities