

DATED

14 March

2018

(1) SHAFTESBURY CL LIMITED

and

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

A G R E E M E N T

relating to land known as

47 - 49 Goodge Street London W1T 1TD

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism
Act 2011

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

CLS/COM/ESA/1800.534
FINAL

THIS AGREEMENT is made the 14th day of March 2018

B E T W E E N:

- i. **SHAFTESBURY CL LIMITED** (Co. Regn. No. 05208365) whose registered office is at 22 Ganton Street, London W1F 7FD (hereinafter called "the Owner") 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 second 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 368061 and Title Number 367079.
- 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 11 October 2017 and the Council resolved to grant permission conditionally under reference number 2017/5691/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 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 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 | “Affordable Housing” | low cost housing including social rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | “Affordable Housing Contribution” | the sum of £20,829.00 (twenty thousand eight hundred and twenty-nine 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 towards the provision of Affordable Housing in the London Borough of Camden |
| 2.4 | "the Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.5 | "the Development" | lateral conversion to link both properties at first, second and third floor level to create office (Class B1) floorspace at first floor and residential (Class C3) use on the second and third floors. Infill of ground floor rear lightwell to provide retail (Class A1) floorspace. External alterations to both shopfronts, including awnings, and installation of timber sash windows at front and rear of both properties as shown on drawing numbers:- E01 revC, E02 revA, E03 revA, E04, E05; P01 revD, P02 revB, P03 revA, P04, P05 revB, P06, P07 revA. |

Supporting documents: P08, Covering letter (dated 11/10/2017), Marketing Letter produced by Farebrother (dated 30/09/2017), Daylight and Sunlight report produced by Schroeders Begg LLP (ref 200/T rev 01).

- 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", "Occupying" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" the Council and the Owner
- 2.9 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 11 October 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/5691/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 Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.11 "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 47 - 49 Goodge Street London W1T 1TD the same as shown shaded grey on the plan annexed hereto
- 2.13 "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
- 2.14 "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

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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011. This Agreement 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 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Affordable Housing Contribution**

- 4.1.1 The Owner hereby covenants with the Council on or prior to the date of this Agreement to pay to the Council the Affordable Housing Contribution in full.

4.2 **Car Free**

- 4.2.1 To ensure that prior to Occupying any residential unit (being part of the Development) each new occupier of any of the residential units being part of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless

they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

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

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

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

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the planning reference 2017/5691/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.
- 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 2017/5691/P.
- 5.7 Payment of the Affordable Housing Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/5691/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village, Enfield

Customer Service Centre, PO Box 145 Baird Road, Middlesex, EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics 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

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the Planning Permission reference

number 2017/5691/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor 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 and the Council upon written request of

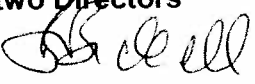
the Owner shall remove reference to this Agreement from the register of the Local Land Charges.

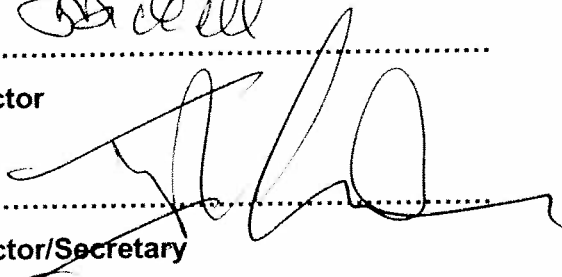
7. **RIGHTS OF THIRD PARTIES**

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


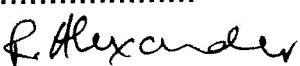
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
SHAFTESBURY CL 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 



PA 6/10/10

NORTHGATE SE GIS Print Template



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Rolfe Judd Planning
Old Church Court
Claylands Road
Oval London
SW8 1NZ

Application Ref: **2017/5691/P**

20 February 2018

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:
47 - 49 Goodge Street
London
W1T 1TD

DECISION
Proposal:

Lateral conversion to link both properties at first, second and third floor level to create office (Class B1) floorspace at first floor and residential (Class C3) use on the second and third floors. Infill of ground floor rear lightwell to provide retail (Class A1) floorspace. External alterations to both shopfronts, including awnings, and installation of timber sash windows at front and rear of both properties.

Drawing Nos: E01 revC, E02 revA, E03 revA, E04, E05; P01 revD, P02 revB, P03 revA, P04, P05 revB, P06, P07 revA.

Supporting documents: P08, Covering letter (dated 11/10/2017), Marketing Letter produced by Farebrother (dated 30/09/2017), Daylight and Sunlight report produced by Schroeders Begg LLP (ref 200/T rev 01).

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 D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: E01 revC, E02 revA, E03 revA, E04, E05; P01 revD, P02 revB, P03 revA, P04, P05 revB, P06, P07 revA.

Supporting documents: P08, Covering letter (dated 11/10/2017), Marketing Letter produced by Farebrother (dated 30/09/2017), Daylight and Sunlight report produced by Schroeders Begg LLP (ref 200/T rev 01).

Reason:

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

- 4 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the first floor commercial parts of the premises from noise sensitive premises. Details shall demonstrate that the sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ is enhanced by at least 10dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises and to achieve the criteria of BS8233:2014 within the dwellings/ noise sensitive premises.

The details as approved shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of the existing and future occupiers of adjoining premises and the area generally in accordance with the requirements of policies G1, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 5 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwellings shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission. [Delegated]

Planning permission was recently granted at no.47 for the conversion of the upper floors from storage to form no.2 residential flats (2014/0456/P dated 14/01/2015), as this decision remains extant it is considered to have established the change of use for upper floors of no.47.

The hereby proposed lateral conversion would involve the reprovision of office accommodation from the existing arrangement (basement-3rd floors within no.49 only) to a single floor of office space across the 1st floors of both units as well as the basement to no.49. Whilst this reprovision would result in a net loss of approximately 30sqm (GIA) of office floorspace, due to the low efficiency of the existing floorplates this would only result in a small loss of usable employment floorspace (approx. 10sqm NIA). Although the submitted marketing letter accepts that the existing office is lettable, it concludes that the reprovision would offer a much high quality of accommodation and would be better suited for flexible provision and SMEs. The Council's Economic Development team have reviewed the scheme and conclude that despite the slight reduction in B1a floorspace, the re-provided floorspace would be of a higher standard than existing and that, in light of the other benefits of the scheme no objection was raised. The increased GF area for A1 retail within the designated Neighbourhood Centre would be welcomed.

The proposed lateral conversion would also include the provision of an additional residential unit above the consented scheme at no.47 (3 in total) which would align with the Council's strategic housing aims and policies G1/H1. The mix proposed (1x 2bed and 2x studio) would remain in accordance with policy H7 considering the spatial limitations of the existing building. In line with policy H4 the residential uplift would trigger an affordable housing contribution which would be secured via legal agreement. All dwellings have been designed to meet DCLG/London Plan requirements in terms of internal areas and levels of outlook. One unit proposed would be single aspect and facing towards North, however, the submitted light report confirms that due to the level of fenestration this unit would receive adequate levels of natural light in line with BRE guidelines. Although the scheme would feature a communal core, separate independent access from the core would be afforded and as such the access arrangements accord with policies H1 and D1. Whilst the stacking between units would be appropriate, a condition is recommended for the submission of noise insulation details between 1st and 2nd floors to protect the amenities of future residents as well as the viability of the employment use. No cycle parking would be provided, however, considering the spatial limitations of the site as well as the high PTAL rating, this is not objectionable in this instance. As the development is the conversion of upper floors of an existing property, it is not considered appropriate to require that the unit is wheelchair accessible.

In terms of design, the replacement of the poor quality shopfront to no.49 with a timber shopfront of traditional proportions and detailing and extension to no.47s shopfront would be welcomed; as would the replacement of existing uPVC windows to the front and rear with timber framed sash windows and the rationalisations proposed to the rear (window levels and drainpipes). Overall these alterations would enhance the character of the host buildings, the designated Neighbourhood Centre and the Conservation Area. The infilling of the rear lightwell would match the others in the row, would not be visible in any public place and limited private views and would not cause any harm in terms of character.

- 2 Due to the scale of the change of use as well as the limited external changes proposed, the only element of the scheme with the potential to cause harm to the amenities of neighbouring occupiers would be the infilling to the rear lightwell. This element would not result in a loss of outlook or privacy and the submitted daylight report has confirmed that this extension would not result in any detrimental loss of light to any adjoining occupier.

All proposed units would be secured as car-free via a s106 legal agreement in line with policy T2. In line with adopted policy H4(d) the development is expected to contribute towards affordable housing. Following the criteria of H2 and CPGs 2 & 8; the development would be required to provide a payment-in-lieu of provision which would equate to £20,829. This decision would be subject to securing this contribution via s106 legal agreement.

The site's planning history has been taken into account when coming to this decision. Objections were received from one adjoining occupier and were duly taken in consideration when forming this decision. Considerable importance and weight has been attached to the harm and special attention has been paid to the desirability of preserving or enhancing the character or appearance of the Bloomsbury Conservation Area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies H1, H7, C5, C6, E1, E2, A1, A4, D1, D2, D3, CC1, TC2, T1 and T2 of the London Borough of Camden Local Plan 2017. The development also accords with the London Plan 2016 and the NPPF 2012

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

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

- 5 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.

- 6 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.
- 7 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 8 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973)] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 10 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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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.

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

DATED

14 March

2018

(1) SHAFTESBURY CL LIMITED

and

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

A G R E E M E N T

relating to land known as

47 - 49 Goodge Street London W1T 1TD

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism
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