

Application ref: 2015/6668/P  
Contact: Kate Henry  
Tel: 020 7974 2521  
Date: 24 July 2018



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

Phone: 020 7974 4444

[camden.gov.uk](http://camden.gov.uk)

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk](http://www.camden.gov.uk)

Heritage Surveys Ltd  
Unit 11H  
22 Carlton Road  
Croydon  
Surrey  
CR2 0BS

Dear Sir/Madam

### **DECISION**

Town and Country Planning Act 1990 (as amended)

#### **Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:

**Flat 2**  
**Great Russell Mansions**  
**59-61 Great Russell Street**  
**London**  
**WC1B 3BE**

Proposal:

Change of use of Flat 2 (basement) from office/storage area (Class B1a) to create 1 no. self-contained 3-bed flat (Class C3); alterations to openings; and associated works

Drawing Nos: Site Location Plan at 1:1250; Block Plan at 1:200; 5922-E(0)001; 5922-E(0)002; 5922-E(0)003; 5922-E(0)004; 5922-E(0)005; 5922-S(0)001; 5922-S(0)002; 5922-S(0)003; 5922-S(0)004; 5922-S(0)005.

The Council has considered your application and decided to grant permission subject to the following condition(s):

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: Site Location Plan at 1:1250; Block Plan at 1:200; 5922-E(0)001; 5922-E(0)002; 5922-E(0)003; 5922-E(0)004; 5922-E(0)005; 5922-S(0)001; 5922-S(0)002; 5922-S(0)003; 5922-S(0)004; 5922-S(0)005.

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

- 3 Prior to the first occupation of the residential unit hereby approved, details of the privacy screen in the courtyard shall be submitted to and agreed in writing with the Local Planning Authority and the development shall then accord with the approved details. The screen shall be retained in perpetuity.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 4 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.

- 5 The residential unit hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2).

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

- 6 The noise level in rooms at the development hereby approved shall meet the 'Good' noise standard specified in BS8233:1999 for internal rooms and external amenity areas.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted

to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

8 \*Car-free

Prior to first occupation of any of the residential units, the owner would ensure through agreement with each occupier of the residential units is informed of the Local Planning Authority's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 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, shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Local Planning Authority and shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that there is no additional parking pressure within the vicinity, in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP18 and DP19 of the London Borough of Camden Local Development Framework Development Policies.

9 \*Highway works contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure the necessary highway works for the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development has an acceptable impact on the adjacent highway and provides an attractive safe and secure environment in accordance with the requirements of policies CS5, CS11, CS17, CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP20 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

10 \*Need for a legal agreement

No works shall be commenced on site until such time as any owners of the land with the legal locus to enter into a Section 106 Agreement have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions 8 and 9 (and marked \*).

Reason: In order to define the permission and to secure development in accordance with policy C19 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

## 1 Reasons for granting permission

The basement was previously used for residential purposes; however, the use has changed to an office over time. Housing is a key priority of the LDF and therefore the principle of reinstating the residential unit is acceptable. The proposal involves the creation of a 3-bed unit, owing to the size and layout of the building, this is considered to be acceptable.

The new residential unit would exceed the Nationally Described Space Standards (2015) for a 3-bed-6-person dwelling and it would provide an acceptable standard of residential accommodation in terms of layout and room sizes; and storage and utility spaces. A screen would be provided in the rear courtyard to ensure privacy and demarcate the private space to serve the new flat. Whilst the outdoor space may be overlooked from the upper floors, this is unavoidable and the provision of outdoor space is nevertheless welcomed. A daylight/sunlight study has been submitted, which confirms that the proposal complies with the BRE recommendations. All rooms meet or surpass the BRE Average Daylight Factor targets and all rooms pass the room depth test.

The only physical changes to the external appearance of the building would be at the rear, out of public view. The proposed changes to the openings are considered to be in keeping with the character and appearance of the host building and it is not considered that the proposal would detract from the character and appearance of the Bloomsbury Conservation Area.

The application site has a Public Transport Accessibility Level (PTAL) of 6b and is within a Controlled Parking Zone. Policy DP18 expects development to be car free in the Central London Area a clause within the shadow section 106 agreement will secure the proposed unit is car-free. No provision for cycle parking provision has been made, the constraints of the application site do not easily allow for this and so the proposal is considered to be acceptable in this regard.

It is not considered that the proposal would cause undue harm to the visual and residential amenities of neighbouring residential properties. Whilst the use of the courtyard area may give rise to noise transfer, the level of activity and noise is not likely to be sufficiently high to warrant a refusal of the application on this basis.

Neighbouring occupiers were consulted on the application. One objection has been received prior to making this decision which has been duly taken into account prior to making this decision. The application site's planning history and relevant appeal decisions were taken into account when coming to 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 conservation area, under and s.72 of The Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

The proposed development is in general accordance with Policies CS1, CS5, CS6, CS11, CS13, CS14 and CS18 of the London Borough of Camden Local Development Framework Core Strategy, and Policies DP2, DP5, DP16, DP17, DP18, DP21, DP22, DP23, DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development

also accords with Policies 3.3, 3.4, 3.5, 5.1, 5.2, 6.9, 6.10, 6.13, 7.4, 7.6, 7.8 and 7.15 of the London Plan 2015; and the provisions of paragraphs 14, 17, 47-66 and 126-141 of the National Planning Policy Framework 2012.

- 2 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).
- 3 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.
- 4 In the absence of a Section 106 agreement securing the matters covered by conditions marked with \* above, the Department of Planning and Public Protection requires an unequivocal written statement from the Assistant Director for Housing and Adult Social Care confirming that it will comply with the matters set out in conditions \* (as provided in the form of the Council's standard s106 obligations on these matters) and that it will not dispose of any of its interest in the land (not including disposals to individual tenants and occupiers) without first ensuring that any new owner simultaneously executes a Section 106 agreement securing any relevant matters covered by conditions \* which are outstanding or ongoing.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



David Joyce  
Director of Regeneration and Planning



Date: 23 July 2018  
Our Reference: 2015/6668/P (1781.602)  
Enquiries to: Laura Neale

David Joyce  
Director of Regeneration & Planning  
London Borough of Camden

Dear David

Flat 2 Great Russell Mansions 59-61 Great Russell Street London WC1B 3BE  
(SHADOW) SECTION 106 AGREEMENT

I refer to the above matter.

Condition 10 (Need for a Legal Agreement) of the above-referenced planning permission states that:

*No works shall be commenced on site until such time as any owners of the land with the legal locus to enter into a Section 106 Agreement have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions 9-11 (and marked \*).*

Informative 4 states that:

*In the absence of a Section 106 agreement securing the matters covered by conditions marked with \* above, the Department of Planning and Public Protection requires an unequivocal written statement from the Executive Director – supporting people confirming that it will comply with the matters set out in conditions \* (as provided in the form of the Council's standard s106 obligations on these matters) and that it will not dispose of any of its interest in the land (not including disposals to individual tenants and occupiers) without first ensuring that any new owner simultaneously executes a Section 106 agreement securing any relevant matters covered by conditions \* which are outstanding or ongoing.*

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Director of Transition in the construction and operation of the proposed development at Flat 2 Great Russell Mansions 59-61 Great Russell Street London WC1B 3BE, will comply with the conditions marked with an asterisk in the planning permission referenced 2015/6668/P in the manner set out in the obligations contained within the attached Section 106 agreement.

Yours sincerely



Gavin Haynes  
Director of Property Management  
London Borough of Camden

DATED

2018

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

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

**A G R E E M E N T**  
relating to land known as

Flat 2, Great Russell Mansions  
59-61 Great Russell Street  
London WC1B 3BE

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 5647  
Fax: 020 7974 2962

CLS/ESA/1781.602  
v3



THIS AGREEMENT is made the

day of

2018

**BETWEEN:**

1. **APPLICANT LIMITED** (Co. Regn. No. ) whose registered office is at (hereinafter called "the Owner") of the first part
2. **MORTGAGEE** of (hereinafter called " ") of the second part
3. **[INTERESTED PARTY/LEASEHOLDER]** of [ ] (hereinafter called the " " of the third part]
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL348055 [subject to a charge to the Mortgagee].
- 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 The Planning Application for the Development of the Property was submitted to the Council and validated on 15 February 2016 and the Council resolved to grant permission conditionally under reference number 2015/6668/P subject to conclusion of this legal Agreement.
- 1.4 At a meeting of the Cabinet of the Council of the London Borough Camden on TBA a report proposing the Development was approved.
- 1.5 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.

- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 [The Mortgagee as mortgagee under a legal charge registered under Title Number \_\_\_\_\_ and dated \_\_\_\_\_ is willing to enter into this Agreement to give its consent to the same.]

## 2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" change of use of Flat 2 (basement) from office/storage area (Class B1a) to create 1 no. self-contained 3-bed flat (Class C3); alterations to openings; and associated works as shown on drawing numbers:- Site Location Plan at 1:1250; Block Plan at 1:200; 5922-E(0)001; 5922-E(0)002; 5922-E(0)003; 5922-E(0)004; 5922-E(0)005; 5922-S(0)001; 5922-S(0)002; 5922-S(0)003; 5922-S(0)004; 5922-S(0)005
- 2.4 "the Highways Contribution" the sum of £18,071.99 (eighteen thousand and seventy one pounds and ninety nine 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 the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

(a) repave the footway directly adjacent the site;  
and

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

all works will be subject to final measure 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 excludes any statutory undertakers costs

2.5 "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

2.6 "the Level  
Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

- 2.7 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" the Council the Owner [and the Mortgagee]
- 2.9 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 15 February 2016 for which a resolution to grant permission has been passed conditionally under reference number 2015/6668/P subject to conclusion of this Agreement
- 2.10 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as Flat 2, Great Russell Mansions 59-61 Great Russell Street London WC1B 3BE the same as shown shaded grey on the plan annexed hereto.
- 2.13 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.14 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984

or other relevant legislation for use by residents of the locality in which the Development is situated

- 2.15 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 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 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

#### 4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Car Free**

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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.
- 4.1.2 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).

- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.
- 4.1.4 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 4.1 and 4.2 of this Agreement.
- 4.2 **Highways Contribution**
- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.6 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.
- 4.2.7 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.

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 2015/6668/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/6668/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 2015/6668/P Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village 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 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

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

- 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 quoting the Planning Permission reference number 2015/6668/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner [and the ] 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 Owner [and the Mortgagee] have executed this instrument as their Deed the day and year first before written

**OR**

**IN WITNESS** whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/ )  
EXECUTED AS A DEED BY )  
LIMITED )  
was hereunto affixed )  
in the presence of:-/ )  
acting by a Director and its Secretary )  
or by two Directors )

.....

Director

.....

Director/Secretary

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

.....  
Witness Signature

Witness Name

Address

Occupation

EXECUTED as a Deed )  
By Mortgagee )  
by )  
in the presence of:- )

.....

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

.....  
Authorised Signatory

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