

These are the notes referred to on the following official copy

Title Number 45785

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED

4th July

2014

(1) 1-2 LINCOLN'S INN FIELDS

and

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

AGREEMENT

relating to land known as

1-2 Lincoln's Inn Fields, London, WC2A 3AA

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

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

Tel: 020 7974 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\PM\s106 Agreements\1-2Lincoln's Inn Fields
CLS/COM/LMM/1685.2621

FINAL 200614

I hereby certify that this is a true and complete
copy of the original

Collyer Bristow LLP
Collyer Bristow LLP Solicitors

4 Bedford Row London WC1R 4TF

11/7/14

THIS AGREEMENT is made the 4th day of July 2014

BETWEEN:

- i. **1-2 LINCOLN'S INN FIELDS** (Co. Regn. No.6891347) (an unlimited company) of 230 Farmers Road, London SE5 0TW (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 45785.
- 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 8 October 2013 and the Council resolved to grant permission conditionally under reference number 2013/6109/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 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 affordable 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 £608,572.50 (six hundred and eight thousand five hundred and seventy two pounds and fifty 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 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" Change of use from offices (Class B1) to a single family dwelling house (Class C3). Erection of 4 storey lift shaft and rear roof extension with new terrace at 3rd floor level as shown on drawing numbers (1026_) 00_00_P01, 01_00_P04, 01_01_P04, 01_02_P04,

01_03_P03, 01_04_P03, 01_-1_P03,
06_00_P02, 06_01_P03, 06_02_P02,
06_03_P02, 07_00_P01, 07_01_P01,
07_02_P01, 08_001_P01, 08_002_P01,
08_003_P01, 08_004_P01, 08_005_P02,
08_006_P01, 08_009_P01, 08_010_P01,
08_101_P01, 08_102_P01, 08_103_P02,
08_104_P01, 08_105_P02, 08_106_P01,
08_201_P01, 08_202_P01, 08_203_P01,
08_204_P01, 08_205_P02, 8_206_P01,
10_10_P01, 11_00_P04, 11_01_P04,
11_02_P04, 11_03_P04, 11_04_P04, 11_-
1_P04, 16_00_P02, 16_01_P03, 16_02_P02,
16_03_P02, 17_00_P01, 17_01_P01,
17_02_P02, 18_001_P01, 18_002_P01,
18_003_P01, 18_004_P01, 18_005_P02,
18_006_P01, 18_009_P01, 18_010_P01,
18_101_P01, 18_102_P01, 18_103_P02,
18_104_P01, 18_105_P02, 18_106_P01,
18_201_P01, 18_202_P01, 18_203_P01,
18_204_P01, 18_205_P02 and 18_206_P01.

Supporting Documents: David Chipperfield Architects Listed building, Design and access statement dated January 2014; Julian Harrap Historic Building Impact Assessment Revision D (January 2014); Planning Statement dated September 2013; Davies Maguire and Whitby - Structural Statement (Projection 12-40) dated September 2013; Julian Harrap Architects - Statement of Significance dated June 2012; Environmental Impact and Sustainability Report (ref L3179Rpt080114); Proposed Building Services Strategy Report (ref L3179RptB230913); The Ecology Consultancy Preliminary Roost Assessment (ref 121211); Deloitte Daylight and Sunlight Report (ref

130128); Farebrother Market Assessment Report for Offices dated April 2013.

- 2.6 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.7 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" mean the Council 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 8th October 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/6109/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 1-2 Lincoln's Inn Fields, London, WC2A 3AA 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
- 2.15 "the Sustainability Plan" a plan securing the incorporation of sustainability measures relating to BREEAM domestic refurbishment pre-assessment in carrying out the Development in its fabric and in its subsequent management and occupation which shall include:-
- (a) an assessment under the BREEAM domestic refurbishment pre-assessment achieving at least a rating 'Very Good' and attaining at least 58.84% of the credits overall
 - (b) a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic

policies on sustainability contained within its Development Plan; and

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

2.16 "the Training and Employment Support Contribution"

the sum of £41,250 (forty one thousand two hundred and fifty 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 to provide training and/or employment opportunities within the London Borough of Camden

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 Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4 OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE DEVELOPMENT

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

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

4.2 AFFORDABLE HOUSING CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.3 SUSTAINABILITY PLAN

4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.3.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

4.3.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

4.3.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.4 TRAINING AND EMPLOYMENT SUPPORT CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Training and Employment Support Contribution in full.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Training and Employment Support Contribution in full.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2013/6109/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 reasonable and proper 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 to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2013/6109/P.
- 5.7 As soon as reasonably possible after each of the obligations in this Agreement have been discharged the Council will provide written confirmation of this to the Owner at no cost.
- 5.8 Payment of the financial contribution pursuant to Clause 4.2 and 4.4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Planning Reference 2013/6109/P or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.9 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.
- 5.10 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER

WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2013/6109/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 of £3,250 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 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. **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 have executed this instrument as their Deed the day and year first before written

~~THE COMMON SEAL OF~~
EXECUTED AS A DEED BY
1-2 LINCOLN'S INN FIELDS
~~was hereunto affixed~~
~~in the presence of~~
acting by a Director ~~and its Secretary~~
~~or by two Directors~~ in the presence of a
witness

Anish Kapoor
Lucy Adams

.....
Director

ANISH KAPOOR
.....

~~Director/Secretary~~ Witness

Name : *LUCY ADAMS*

Address : *FLAT 2, 194 PECKHAM RYE, LONDON, SE22 9QA*

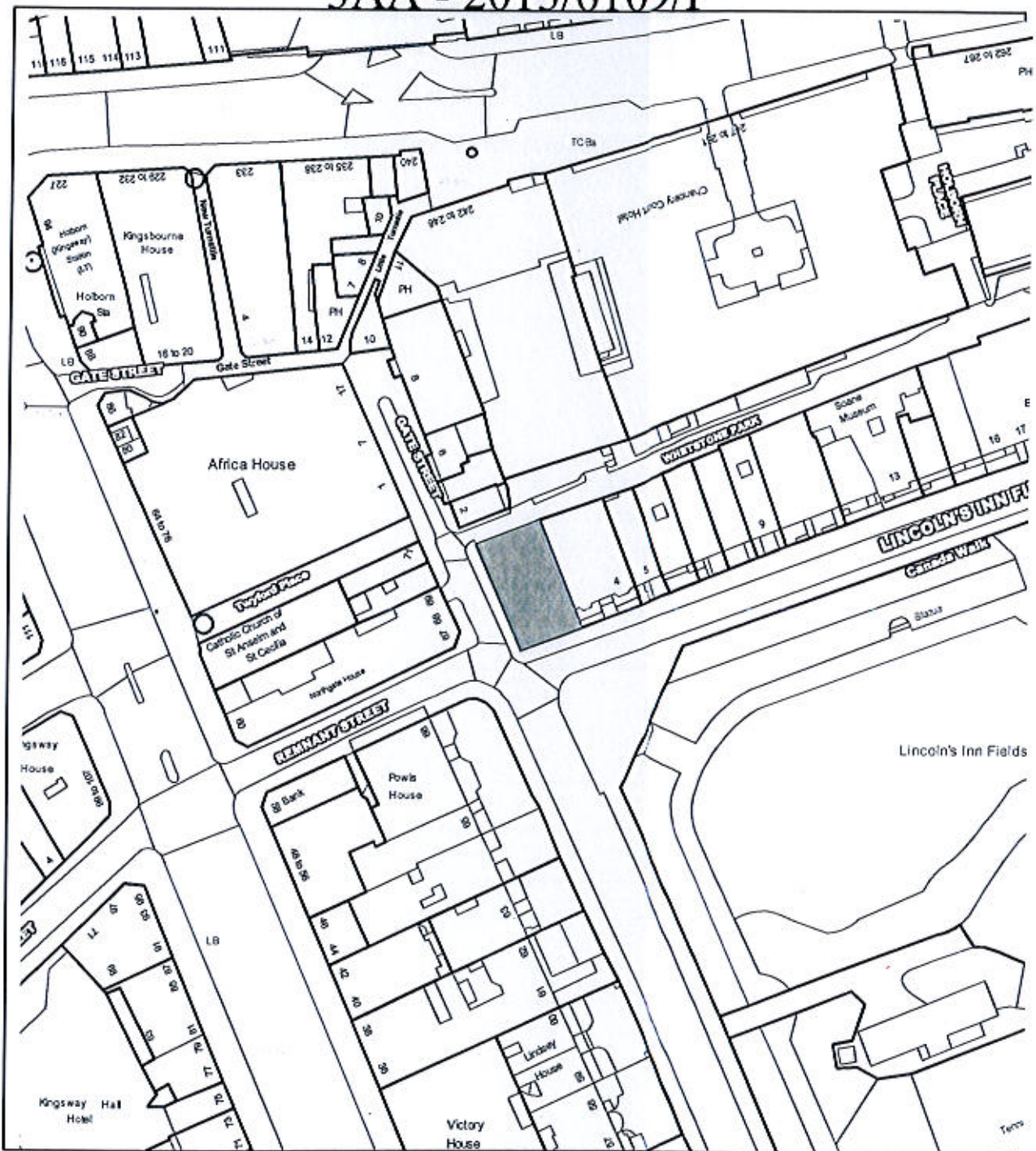
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

T. M. Knowles
.....

Authorised Signatory



1-2 Lincoln's Inn Fields, London, WC2A
3AA - 2013/6109/P



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

DP9
100 Pall Mall
London
SW1Y 5NQ

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

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

Application Ref: 2013/6109/P

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
1-2 Lincoln's Inn Fields
London
WC2A 3AA

DECISION
Proposal:

Change of use from offices (Class B1) to a single family dwelling house (Class C3).
Erection of 4 storey lift shaft and rear roof extension with new terrace at 3rd floor level.

Drawing Nos: (1026_) 00_00_P01, 01_00_P04, 01_01_P04, 01_02_P04, 01_03_P03,
01_04_P03, 01_-1_P03, 06_00_P02, 06_01_P03, 06_02_P02, 06_03_P02, 07_00_P01,
07_01_P01, 07_02_P01, 08_001_P01, 08_002_P01, 08_003_P01, 08_004_P01,
08_005_P02, 08_006_P01, 08_009_P01, 08_010_P01, 08_101_P01, 08_102_P01,
08_103_P02, 08_104_P01, 08_105_P02, 08_106_P01, 08_201_P01, 08_202_P01,
08_203_P01, 08_204_P01, 08_205_P02, 8_206_P01, 10_10_P01, 11_00_P04,
11_01_P04, 11_02_P04, 11_03_P04, 11_04_P04, 11_-1_P04, 16_00_P02, 16_01_P03,
16_02_P02, 16_03_P02, 17_00_P01, 17_01_P01, 17_02_P02, 18_001_P01,
18_002_P01, 18_003_P01, 18_004_P01, 18_005_P02, 18_006_P01, 18_009_P01,
18_010_P01, 18_101_P01, 18_102_P01, 18_103_P02, 18_104_P01, 18_105_P02,
18_106_P01, 18_201_P01, 18_202_P01, 18_203_P01, 18_204_P01, 18_205_P02 and
18_206_P01.

Supporting Documents

David Chipperfield Architects Listed building, Design and access statement dated January 2014

Julian Harrap Historic Building Impact Assessment Revision D (January 2014)

Planning Statement dated September 2013

Davies Maguire and Whitby - Structural Statement (Projection 12-40) dated September 2013

Julian Harrap Architects - Statement of Significance dated June 2012

Environmental Impact and Sustainability Report (ref L3179Rpt080114)

Proposed Building Services Strategy Report (ref L3179RptB230913)

The Ecology Consultancy Preliminary Roost Assessment (ref 121211)

Deloitte Daylight and Sunlight Report (ref 130128)

Farebrother Market Assessment Report for Offices dated April 2013

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: (1026_) 00_00_P01, 01_00_P04, 01_01_P04, 01_02_P04, 01_03_P03, 01_04_P03, 01_-1_P03, 06_00_P02, 06_01_P03, 06_02_P02, 06_03_P02, 07_00_P01, 07_01_P01, 07_02_P01, 08_001_P01, 08_002_P01, 08_003_P01, 08_004_P01, 08_005_P02, 08_006_P01, 08_009_P01, 08_010_P01, 08_101_P01, 08_102_P01, 08_103_P02, 08_104_P01, 08_105_P02, 08_106_P01, 08_201_P01, 08_202_P01, 08_203_P01, 08_204_P01, 08_205_P02, 8_206_P01, 10_10_P01, 11_00_P04, 11_01_P04, 11_02_P04, 11_03_P04, 11_04_P04, 11_-1_P04, 16_00_P02, 16_01_P03, 16_02_P02, 16_03_P02, 17_00_P01, 17_01_P01, 17_02_P02, 18_001_P01, 18_002_P01, 18_003_P01, 18_004_P01, 18_005_P02,

18_006_P01, 18_009_P01, 18_010_P01, 18_101_P01, 18_102_P01, 18_103_P02, 18_104_P01, 18_105_P02, 18_106_P01, 18_201_P01, 18_202_P01, 18_203_P01, 18_204_P01, 18_205_P02 and 18_206_P01.

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

- 4 The use of the roof as a terrace shall not commence until the screen, as shown on the approved drawings, has been constructed. The screen shall be permanently retained thereafter.

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.

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

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 A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given. The panel must include facing brickwork demonstrating the proposed colour, texture, face-bond and pointing.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 No repointing of brickwork is authorised by this consent without prior approval of details. Proposals shall be submitted to and approved by the Council as local planning authority before the work is begun, and the work shall be carried out in accordance with such approved proposals.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 8 All new external rainwater goods and soil pipes on the visible elevations shall be of cast iron and painted black.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 9 The window at rear second floor level hereby approved shall be obscurely glazed and fixed shut and shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring properties 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.

- 10 A Construction Management Statement (CMS) outlining how construction work will be carried out and how this work will be serviced shall be submitted to and approved in writing by the Council before development commences. The development shall be carried out in accordance with the approved CMS unless otherwise agreed by the Council.

Reason: To protect the local transport network and the amenity and safety of pedestrians and other road users in accordance with the requirements of policy CS5 (Managing the impact of growth) of the London Borough of Camden Local Development Framework Core Strategy, and policies DP20 (Movement of goods and materials) and DP21 (Development connecting to the highway network) 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

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

DATED

4th July

2014

(1) 1-2 LINCOLN'S INN FIELDS

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
1-2 Lincoln's Inn Fields, London, WC2A 3AA
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918
Fax: 020 7974 2962