

Date: 1 August 2018  
Your Reference: David Tullis  
Our Reference: 2016/3446/P (1800.574)  
Enquiries to: Louise McLaughlan

**David Joyce**  
**Director of Culture & Environment**  
**5 Pancras Square**  
**LONDON**  
**WC1H 8EQ**

Dear David,

**Maisonette 1st 2nd and 3rd Floor Fitzrovia Neighbourhood Centre 39 Tottenham Street 2016/3446/P (SHADOW) SECTION 106 AGREEMENT**

I refer to the above matter.

Condition 28 (Need for a Legal Agreement) of the above-referenced planning permission states that:

*"In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with \* in this notice of planning permission."*

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

I hereby confirm that the Finance Department, in the construction and operation of the proposed development at Maisonette 1st 2nd and 3rd Floor Fitzrovia Neighbourhood Centre 39 Tottenham Street will comply with the conditions marked with an asterisk in the planning permission referenced 2016/3446/P in the manner set out in the obligations contained within the attached Section 106 agreement.

Yours sincerely



**Gavin Haynes**  
**Acting Director of Property Management**  
**London Borough of Camden**



Application ref: 2016/3446/P  
Contact: Patrick Marfleet  
Tel: 020 7974 1222  
Date: 1 August 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 Limited  
Unit 11H  
Capital Business Centre  
22 Carlton Road  
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:

**Maisonette 1st 2nd and 3rd Floor  
Fitzrovia Neighbourhood Centre  
39 Tottenham Street  
London  
W1T 4RX**

Proposal:

Change of use of neighbourhood advice centre (Class D1) at ground floor level to a commercial unit (Class A1/A2) and conversion of remaining floors (Class C3) to provide three flats at basement, first, second, third and fourth floor level (1 x 1 bed and 2 x 2 bed) together with a mansard roof addition, demolition and rebuild of infill extension between 39 Tottenham Street and 14 Goodge Place, opening up of lightwells, refurbishment of shop frontage and replacement windows to upper levels.

Drawing Nos: 5563-E(I)004 F, 5563-S(0)005 H, 5563-S(0)001, 5563-S(0)003 G, 5563-S(0)004 I, 5563-S(0)002 E, 5563-E(I) 005 F, 5563-E(I)003 F, 5563-E(0)001 B, 5563-E(0)002 B, 5563-S(0)006 F, 5563-E(0) 002 C, GEA Basement Impact Assessment Report dated October 2016, Jmarchitects Design and Access Statement, Schedule of photographs dated 20/10/2015, Heritage Significance Report dated June 2016, Daylight and Sunlight Study dated 23/06/2015.

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 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: 5563-E(I)004 F, 5563-S(0)005 H, 5563-S(0)001, 5563-S(0)003 G, 5563-S(0)004 I, 5563-S(0)002 E, 5563-E(I) 005 F, 5563-E(I)003 F, 5563-E(0)001 B, 5563-E(0)002 B, 5563-S(0)006 F, 5563-E(0) 002 C, GEA Basement Impact Assessment Report dated October 2016, Jmarchitects Design and Access Statement, Schedule of photographs dated 20/10/2015, Heritage Significance Report dated June 2016, Daylight and Sunlight Study dated 23/06/2015.

Reason:

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

- 4 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be commenced on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with \* in the planning permission granted on 0/0/2018 (Camden reference 2016/3446/P and 2016/3790/L) and those obligations shall apply to all conditions above marked with \*.

Reason: In order to define the permission and to secure development in accordance with policy DM1 of the Camden Local Plan (2017).

- 5 \* Car free

The proposal will be car free. Occupants of the proposal will not be eligible for parking permits.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies A1 and T1 of the Camden Local Plan.

- 6 \* CMP

Prior to commencement of development, a Construction Management Plan (CMP) including an Air Quality Assessment) shall be submitted to and approved by the local planning authority.

The CMP shall set out all measures that the Owner will adopt in undertaking the demolition of the construction of the Development and refurbishment works using good site practices in accordance with the Council's Considerate Contractor Manual.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the construction period and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents, businesses and local councillors, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies G1, A1, DM1, CC1 and T1 of the Camden Local Plan.

7 \* CMP implementation support contribution

On or prior to implementation, confirmation that the necessary measures to secure the CMP Implementation Support Contribution shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies G1, A1, DM1, CC1 and T1 of the Camden Local Plan.

8 \* Affordable housing

Affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented housing in accordance with the targets set by the Regulator; not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council. The total cost of rent and service and management charges for the affordable housing shall meet targets for Social Rented Housing set by the Regulator.

Reason: To secure sufficient provision of affordable housing in the development in accordance with the requirements of policies H1, H4 and H6 of the Camden Local Plan.

9 \* Pedestrian and Environmental Improvements contribution

On or prior to Implementation, confirmation that the necessary measures for the

provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies A1 and T1 of the Camden Local Plan.

Informative(s):

1 Conditions marked with \*

The matters covered by conditions marked with an \* are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to the relevant requirements which are then outstanding or ongoing which will then become a legally binding document. This reflects the terms of condition on the planning permission.

- 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 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.
- 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).

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 T. Joyce*

David Joyce  
Director of Regeneration and Planning





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

Maisonette 1st 2nd and 3rd Floor  
Fitzrovia Neighbourhood Centre  
39 Tottenham Street  
London  
W1T 4RX

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

CLS/ESA/1800.574 (final)

THIS AGREEMENT is made the                      day of                      2018

**B E T W E E N:**

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 LN177149 [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 18 August 2016 and the Council resolved to grant permission  
conditionally under reference number 2016/3446/P subject to 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 [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 "Affordable Housing" low-cost housing including Social Rented 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 Units" the two Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing

- 2.4 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.6 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of any existing buildings or structures on the Property and the building out of the Development;
  - (ii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;

(iii) [proposals to ensure there are no adverse effects on the Conservation Area features]

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

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

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

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

2.7 “the Construction Management Plan Implementation Support Contribution”

the sum of £3,136 (three thousand one hundred and thirty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

- 2.8 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion
- 2.9 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.10 "the Development" change of use of neighbourhood advice centre (Class D1) at ground floor level to a commercial unit (Class A1/A2) and conversion of remaining floors (Class C3) to provide three flats at basement, first, second, third and fourth floor level (1 x 1 bed and 2 x 2 bed) together with a mansard roof addition, demolition and rebuild of infill extension between 39 Tottenham Street and 14 Goodge Place, opening up of lightwells, refurbishment of shop frontage and replacement windows to upper levels as shown on drawing numbers:- 5563-E(I)004 F, 5563-S(0)005 H, 5563-S(0)001, 5563-S(0)003 G, 5563-S(0)004 I, 5563-S(0)002 E, 5563-E(I) 005 F, 5563-E(I)003 F, 5563-E(0)001 B, 5563-E(0)002 B, 5563-S(0)006 F, 5563-E(0) 002 C, GEA Basement Impact Assessment Report dated October 2016, Jmarchitects Design and Access Statement, Schedule of photographs dated 20/10/2015, Heritage Significance Report dated June 2016, Daylight and Sunlight Study dated 23/06/2015.

- 2.11 "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
- 2.12 "Intermediate Housing Scheme" the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Social Rented Housing Units are occupied on the following basis:-
- (a) Affordable Rented Housing;
  - (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in writing in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)
- 2.13 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.14 "the Parties" the Council the Owner [and the Mortgagee]
- 2.15 "the Pedestrian Cycling and Environmental Contribution" the sum of £6,000 (six thousand pounds) to be paid by the Owner to the Council in accordance

with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development

2.16 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 18 August 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3446/P subject to conclusion of this Agreement

2.17 "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

2.18 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.19 "the Property"

the land known as Maisonette 1st 2nd and 3rd Floor Fitzrovia Neighbourhood Centre 39 Tottenham Street London W1T 4RX

2.20 "the Public Highway"

any carriageway footway and or verge adjoining the Property maintainable at public expense

2.21 "Registered Provider"

a registered provider of Affordable Housing registered as such by the Regulator



- 2.22 "Regulator" the Home and Communities Agency and any successor organisation
- 2.23 "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
- 2.24 "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
- 2.25 "Social Rented Housing" Affordable Housing units available for rent in perpetuity such that:-
- (i) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
  - (ii) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Greater London Authority's Housing Covenant 2015-18 Programme, where grant is being provided, the relevant affordable housing programme framework
  - (iii) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);

(iv) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.26 Social Rented Housing Units” the two units of Social Rented Housing forming part of the Affordable Housing Units comprising two two-bedroom units the same as shown on drawing no. 5563-S(O)004 and 5563-S(O)005 attached

**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 of 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 and 4.2 for all relevant purposes.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Affordable Housing**

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator (ii) for the provision of Intermediate Housing in accordance with the Intermediate Housing Scheme; and (iii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.

4.1.5 Not to occupy or allow occupation of any part of the Development until such time as:

(i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;

(ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.

4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.1.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

## 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 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.

#### 4.3 **Construction Management Plan**

4.3.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

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

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

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

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

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

#### 4.4 **Pedestrian Cycling and Environmental Contribution**

4.4.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.

#### 5. **OBLIGATIONS OF THE COUNCIL**

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 2016/3446/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 2016/3446/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/3446/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

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

- 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, 2<sup>nd</sup> Floor, 5 Pancras Square, London N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the Planning Permission reference number 2016/3446/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.

- 6.1 This Agreement shall be registered as a Local Land Charge.
- 6.2 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.
- 6.3 The Owner hereby covenants with the Council that it will within twenty-eight (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.
- 6.4 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.
- 6.5 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.
- 6.6 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.

- 6.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 The Director of Property Management agrees to be bound by the commitments given to the Council in respect of the covenants, terms and obligations in this Agreement in the letter attached hereto.

#### **MORTGAGEE EXEMPTION**

- 6.10 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.13 (Affordable Housing) hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Social Rented Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:
- (i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
  - (ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Social Rented Housing Units.
  - (iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Social Rented Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Social Rented Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Social Rented

Housing Units and shall cease to bind the Social Rented Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Social Rented Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.13 hereof as will any person deriving title therefrom.

6.11 For the purposes of Clause 7.10(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2016/3446/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Borough Solicitor

6.12 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.13.

6.13 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale to such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

[8. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.]

[9. **JOINT AND SEVERAL LIABILITY**

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

10. **RIGHTS OF THIRD PARTIES**

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: )



**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

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

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

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

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

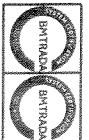
**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**

## SOCIAL RENTED HOUSING UNITS





DO NOT SCALE. ONLY USE FIGURED DIMENSIONS. SHOULD ANY DISCREPANCIES BE FOUND WITH THIS DRAWING, PLEASE INFORM THIS OFFICE. COPYRIGHT OF THIS DRAWING IS OWNED BY JMARCHITECTS. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH THE PROJECT HEALTH & SAFETY FILE AND ANY TASKED BASED METHOD STATEMENTS



NOTE:  
WIDE FLOOR BOARDS GENERALLY  
REMOVED WHEN POSSIBLE  
TO BE RETAINED USED IN ONE ROOM  
AND SANDED

DOOR ARCHITRAVE RETAINED  
AND MADE GOOD. NEW DOOR  
RUNS TO MATCH HISTORIC PATTERN

PARTITION AROUND  
STAIR STRENGTHENED  
AND UPGRADDED  
TO 30min FIRE RESISTANCE

EXISTING STAIR OVERHAULED  
AND REFURBISHED BETWEEN  
GROUND AND SECOND FLOOR

EXISTING WALL REPAIRED  
WINDOWS REPLACED TO  
MATCH EXISTING WITH  
TIMBER DOUBLE GLAZED UNITS

NEW STAIR TO THIRD  
FLOOR FORMED IN  
INFILL EXTENSION

WASTE FROM BATHROOM  
RUNS AT LOW LEVEL IN  
BOXING TO SVP  
CONCEALED IN STORAGE  
UNIT

OPENING WIDENED  
AND PARTITION  
STRENGTHENED  
AND UPGRADDED TO  
30min FIRE RESISTANCE

EXISTING STAIR OVERHAULED  
AND REFURBISHED BETWEEN  
GROUND AND SECOND FLOOR.  
FLIGHT FROM SECOND TO  
THIRD FLOOR REMOVED.

NEW STAIR TO THIRD  
FLOOR FORMED IN  
INFILL EXTENSION

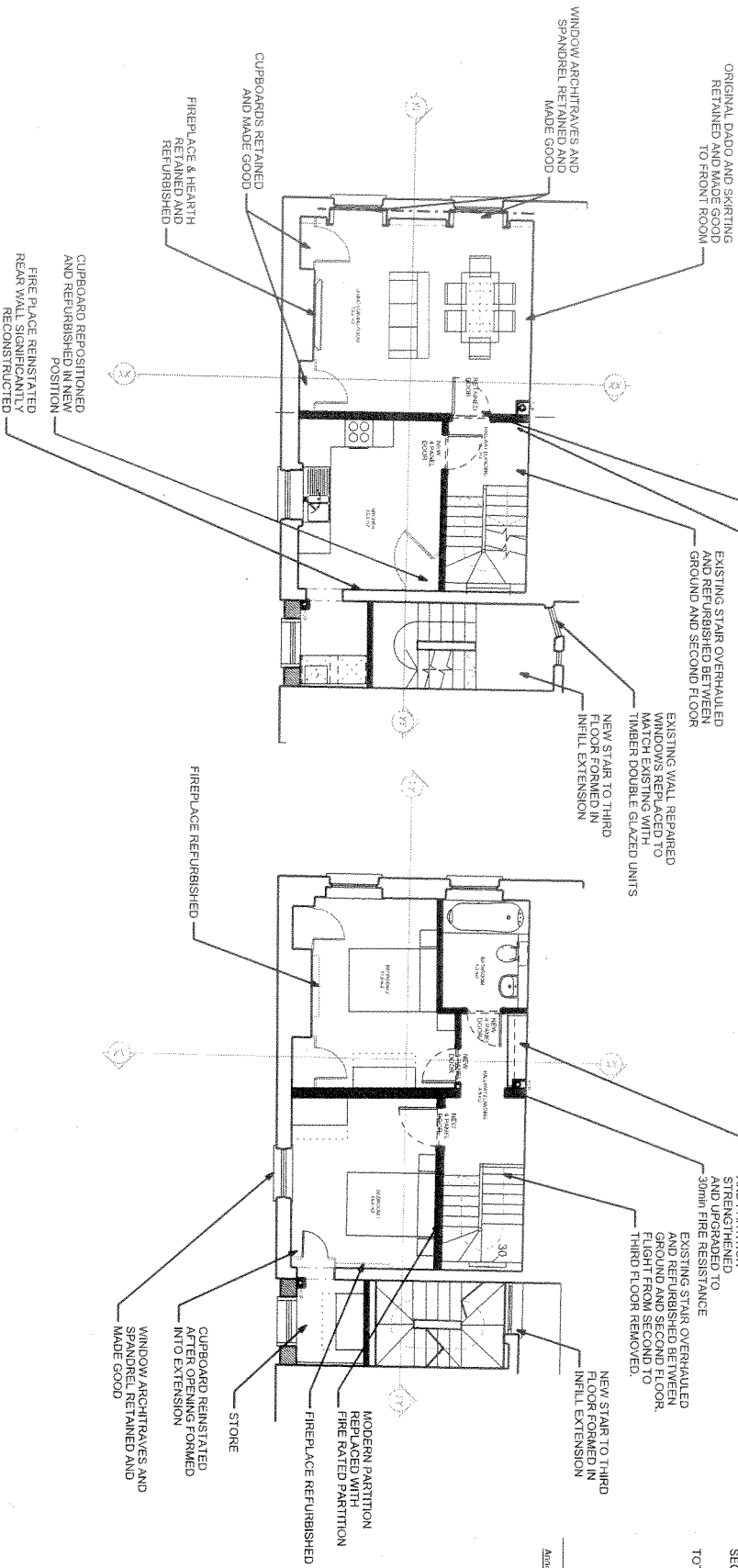
Annotations:

PROPOSED FIRST / SECOND FLOOR PLAN

TWO BED APARTMENT  
FIRST / SECOND FLOOR

FIRST FLOOR: 38.6m<sup>2</sup>  
SECOND FLOOR: 37.1m<sup>2</sup>

TOTAL: 75.7m<sup>2</sup>



FIRST FLOOR

SECOND FLOOR

1	REVISED PLANNING ISSUE - NOTES EXTENSIVELY REVISED	04/04/17	GS	DL
H	PLANNING ISSUE ANNOTATIONS ADDED	13/03/17	GS	DL
G	PLANNING ISSUE	14/02/16	GS	DL
NO.	DESCRIPTION	DATE	DESIGN	CHECKED

Project Manager  
**Heritage Surveys Ltd.**

Heritage Surveys Limited  
Unit 11K, Carlton Road  
South Croydon  
CR2 1BS  
www.heritagesurveys.com

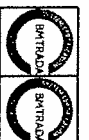
PROJECT  
39 Tottenham Street  
TOTTENHAM  
PROPOSED FIRST / SECOND FLOOR PLAN  
The London Borough of Camden

PROJECT NO.	5563	DRAWING NO.	5563-50904	VERSION	1
DATE	11/09/13	ISSUED FOR	PLANNING	DATE	11/11/2015
DESIGNER	GS	CHECKED	DL		

**jmarchitects**

1st Floor  
12 Great Portland Street  
London  
W1W 6BN  
T: 0207 486 5200  
F: 0207 438 5348  
info@jmarchitects.net  
www.jmarchitects.net



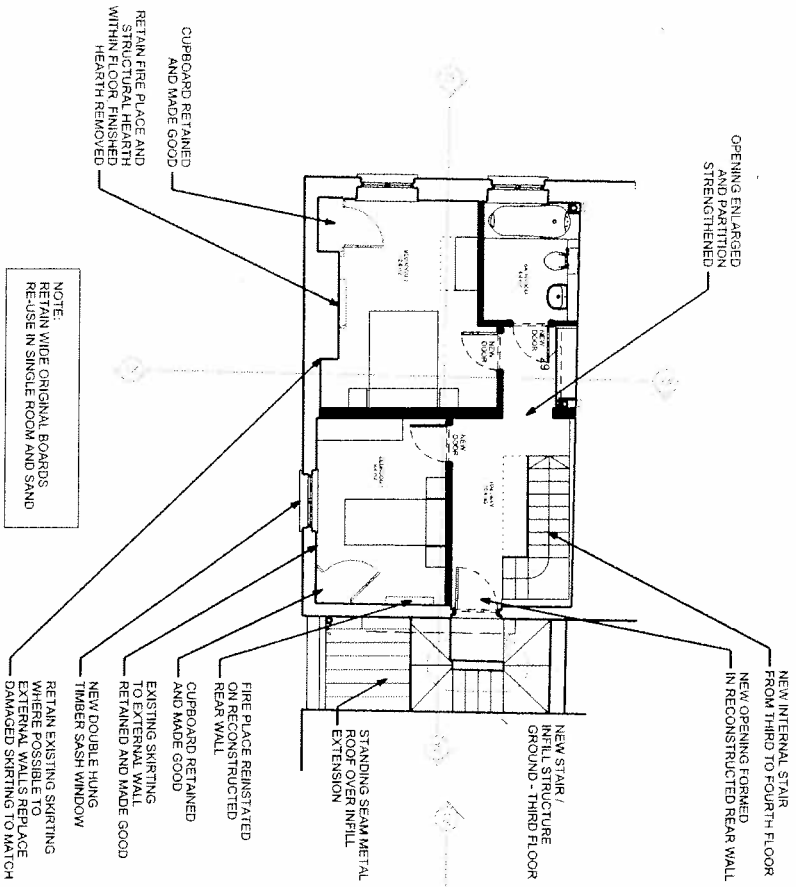


PROPOSED THIRD / FOURTH FLOOR PLAN

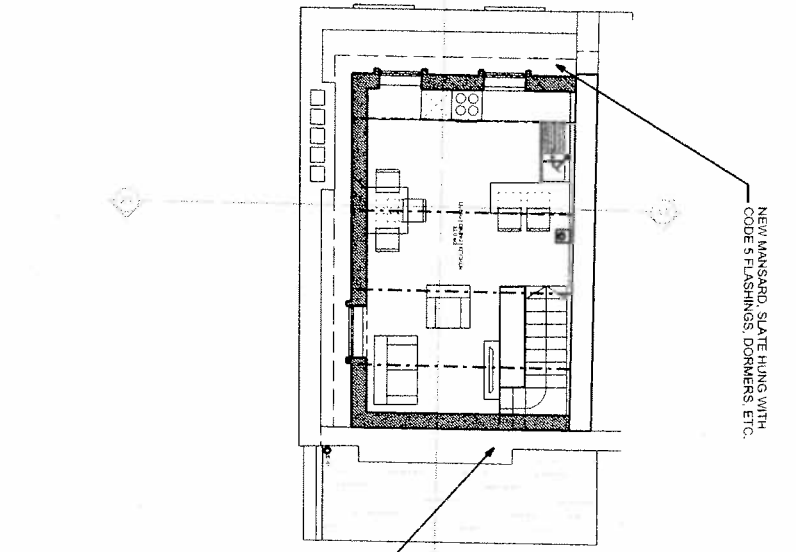
TWO BED APARTMENT:  
THIRD / FOURTH FLOOR

THIRD FLOOR: 40m<sup>2</sup>  
FOURTH FLOOR: 21.9m<sup>2</sup>  
GROUND ENTRANCE & STAIRCASE: 22m<sup>2</sup>

TOTAL: 83.9m<sup>2</sup>



THIRD FLOOR



FOURTH FLOOR

Project Manager  
**Heritage Surveys Ltd.**

Heritage Surveys Limited  
South London  
www.heritage-surveys.com

REVISED PLANNING ISSUE. NOTES EXTENSIVELY REVISED  
PLANNING ISSUE. AMENDATIONS ADDED  
DATE: 13/03/17  
DRAWN BY: [signature]  
CHECKED BY: [signature]

DATE: 13/03/17  
DRAWN BY: [signature]  
CHECKED BY: [signature]

39 Tottenham Street  
PROPOSED THIRD / FOURTH FLOOR PLAN  
The London Borough of Camden

5563  
1:100@A3  
PLANNING

5563, S10905  
CS  
DL  
09/10/2015

1st Floor  
Architects  
100 Broad Street  
London  
W1W 6QN  
T: 0207 286 5338  
F: 0207 286 5339  
www.architects.net

**jmarchitects**



# NORTHGATE SE GIS Print Template



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Heritage Surveys Limited  
Unit 11H  
Capital Business Centre  
22 Carlton Road  
CR2 0BS

Application Ref: **2016/3446/P**

08 August 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:

**Maisonette 1st 2nd and 3rd Floor  
Fitzrovia Neighbourhood Centre  
39 Tottenham Street  
London  
W1T 4RX**

Proposal:

**DECISION**  
Change of use of neighbourhood advice centre (Class D1) at ground floor level to a commercial unit (Class A1/A2) and conversion of remaining floors (Class C3) to provide three flats at basement, first, second, third and fourth floor level (1 x 1 bed and 2 x 2 bed) together with a mansard roof addition, demolition and rebuild of infill extension between 39 Tottenham Street and 14 Goodge Place, opening up of lightwells, refurbishment of shop frontage and replacement windows to upper levels.

Drawing Nos: 5563-E(I)004 F, 5563-S(0)005 H, 5563-S(0)001, 5563-S(0)003 G, 5563-S(0)004 I, 5563-S(0)002 E, 5563-E(I) 005 F, 5563-E(I)003 F, 5563-E(0)001 B, 5563-E(0)002 B, 5563-S(0)006 F, 5563-E(0) 002 C, GEA Basement Impact Assessment Report dated October 2016, Jmarchitects Design and Access Statement, Schedule of photographs dated 20/10/2015, Heritage Significance Report dated June 2016, Daylight and Sunlight Study dated 23/06/2015.

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: 5563-E(I)004 F, 5563-S(0)005 H, 5563-S(0)001, 5563-S(0)003 G, 5563-S(0)004 I, 5563-S(0)002 E, 5563-E(I) 005 F, 5563-E(I)003 F, 5563-E(0)001 B, 5563-E(0)002 B, 5563-S(0)006 F, 5563-E(0) 002 C, GEA Basement Impact Assessment Report dated October 2016, Jmarchitects Design and Access Statement, Schedule of photographs dated 20/10/2015, Heritage Significance Report dated June 2016, Daylight and Sunlight Study dated 23/06/2015.

Reason:

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

- 4 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be commenced on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with \* in the planning permission granted on 0/0/2018 (Camden reference 2016/3446/P and 2016/3790/L) and those obligations shall apply to all conditions above marked with \*.

Reason: In order to define the permission and to secure development in accordance with policy DM1 of the Camden Local Plan (2017).

- 5 \* Car free

The proposal will be car free. Occupants of the proposal will not be eligible for parking permits.



Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies A1 and T1 of the Camden Local Plan.

6 \* CMP

Prior to commencement of development, a Construction Management Plan (CMP) including an Air Quality Assessment) shall be submitted to and approved by the local planning authority.

The CMP shall set out all measures that the Owner will adopt in undertaking the demolition of the construction of the Development and refurbishment works using good site practices in accordance with the Council's Considerate Contractor Manual.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the construction period and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents, businesses and local councillors, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies G1, A1, DM1, CC1 and T1 of the Camden Local Plan.

7 \* CMP implementation support contribution

On or prior to implementation, confirmation that the necessary measures to secure the CMP Implementation Support Contribution shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies G1, A1, DM1, CC1 and T1 of the Camden Local Plan.

8 \* Affordable housing

Affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented housing in accordance with the targets set by the Regulator; not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council. The total cost of rent and service and management charges for the affordable housing shall meet targets for Social Rented Housing set by the Regulator.

Reason: To secure sufficient provision of affordable housing in the development in accordance with the requirements of policies H1, H4 and H6 of the Camden Local Plan.

9 \* Pedestrian and Environmental Improvements contribution

On or prior to Implementation, confirmation that the necessary measures for the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policies A1 and T1 of the Camden Local Plan.

Informative(s):

1 Conditions marked with \*

The matters covered by conditions marked with an \* are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to the relevant requirements which are then outstanding or ongoing which will then become a legally binding document. This reflects the terms of condition on the planning permission.

- 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 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.
- 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).

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

**DECISION**

