

DATED

*23rd August 2018*

2018

**(1) ALEXANDER LEWIS CLIFFORD WILLS**

and

**(2) BARCLAYS BANK UK PLC**

and

**(3) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

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

**46 Holmdale Road, London NW6 1BL**

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; and  
S278 of the Highways Act 1980**

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

Tel: 020 7974 1478

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CLS/COM/PM/1800.708

s106 FINAL 310718



*DO NOT DATE*

THIS AGREEMENT is made the *23rd* day of *August* 2018

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

- A. **ALEXANDER LEWIS CLIFFORD WILLS** of 46 Holmdale Road, London NW6 1BL (hereinafter called "the Owner") of the first part
- B. **BARCLAYS BANK UK PLC** (Company Registration Number 9740322) of P.O. Box 187, Leeds LS11 1AN (hereinafter called the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 372065 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 A Planning Application for the development of the Property was submitted to the Council and validated on 2<sup>nd</sup> February 2018 and the Council resolved to grant permission conditionally under reference number 2018/0599/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number 372065 and dated 6 June 2016 is willing to enter into this Agreement to give its consent to the same.

## 2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.4	"Basement Approval in Principle Contribution"	the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
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 structures and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor

		<p>Manual and in the form of the Council's Pro Forma Construction Management Plan as referred to in the 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):-</p> <ul style="list-style-type: none"> <li>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the structures on the Property and the building out of the Development;</li> <li>(ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</li> <li>(iii) 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);</li> <li>(iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and</li> <li>(v) 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</li> </ul>
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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"	Excavation of basement level with front lightwell. Erection of single storey side infill extension at rear as shown on A10, EX100, EX110, EX150, EX160, A100 B, A110 A, A150 B, A160 B, A300, Basement Impact Assessment (LBH4507 1.1 Jan 18), Flood Risk Assessment (LBH4507FRA 1.1 Jan 18), SUDS Strategy (LBH4507suds 1.0 May 18), Suggested method of works 1-5, Underpinning Design Notes, Basement Impact Assessment Audit (12727-60 Revision: F1 Jun 18), Arboricultural Report (ha/aiams1/46holmdalerd), Design & Access Statement (Jan 18).
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	"the Parties"	mean the Council the Mortgagee and the Owner
2.13	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 2 <sup>nd</sup> February 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0599/P subject to conclusion of this Agreement

2.14	"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
2.15	"the Planning Permission"	a planning permission granted by the Council for the Development in the draft form annexed hereto
2.16	"the Property"	the land at 46 Holmdale Road, London NW6 1BL as registered under HMLR title number 372065 and as shown outlined red on the plan annexed hereto
2.17	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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, 8 and 9 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 and issue the Planning Permission on the date hereof.

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

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **BASEMENT APPROVAL IN PRINCIPLE**

4.1.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Basement Approval in Principle Application (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

##### 4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 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.



- 4.2.2 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 (such approval not to be unreasonably withheld or delayed).
- 4.2.3 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.
- 4.2.4 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 reasonably required to remedy such non-compliance.

## **5. NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 The Owner and the Council shall act in good faith and shall co-operate with each other 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.

- 5.3 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.4 Should the Owner seek independent verification of its compliance in respect of any obligation in this Agreement then the Council shall (if requested to do so in writing by the Owner 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.
- 5.5 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 2018/0599/P.
- 5.6 Payment of the financial contributions 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 2018/0599/P. Electronic Transfer be made directly to 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.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement

upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 reference number 2018/0599/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

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

8. **MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees that its interest in the Property shall be bound by it and consents to this Agreement being registered at the Land Registry as provided in Clause 6.4 hereof.

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

9. **CANCELLATION OF ENTRIES**

10.1 Following receipt of the written request of the Owner to the Planning Obligations Monitoring Officer in the manner specified at clause 6.1 the Council shall issue written confirmation of discharge of the obligations in this Agreement having been taken place to the Council's satisfaction.

10.2 Following the discharge of the terms and obligations in the this Agreement (or if this Agreement is determined pursuant to clause 6.8) the Council will on the written request of the Owner cancel entries made in the local land charges register pertaining to this legal 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

EXECUTED AS A DEED BY  
ALEXANDER LEWIS CLIFFORD WILLS )

in the presence of: )

*Casimiro Perestrelo Alves*

Witness Signature

Witness Name: CASIMIRO PERESTRELO ALVES

Address: 75 CROXUS FIELD, BARNET, EN5 2UB

Occupation: PRINTER ASSISTANT

*witness  
to  
insert  
details*

SIGNED for and on behalf of  
BARCLAYS BANK UK PLC by  
its duly appointed Attorney )

Stephen Hall

under a Power of Attorney dated 06.04.2018

in the presence of:

Witness signature: *\* witness*

Witness Name: Yvonne McKue

Witness Address: Barclays Mortgage  
P.O. Box 8575  
Leicester LE18 9AV

*SONDOR AGENT*

*Attorney*  
*[Signature]*

*insert date  
of Power*

*[Signature]*

*witness to  
insert  
full  
details*

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

*[Signature]*

Authorised Signatory



**THE 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**







Date      rev      revisions

North point



Scale bar



Notes

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Location Plan  
 drawing title  
 drawing no. A10  
 scale @ A1  
 project 46 Holmdale Road  
 project no. 1720  
 client Alex Wills & Artemis Coups

revision  
 scale @ A3  
 1:1250  
 drawing title  
 JH | JAN 18



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2x2 Architects  
35 Endell Street  
London  
WC2H 9BA

Application Ref: **2018/0599/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:  
**46 Holmdale Road**  
**London**  
**NW6 1BL**

**DECISION**  
Proposal:  
Excavation of basement level with front lightwell. Erection of single storey side infill extension at rear.

Drawing Nos: A10, EX100, EX110, EX150, EX160, A100 B, A110 A, A150 B, A160 B, A300, Basement Impact Assessment (LBH4507 1.1 Jan 18), Flood Risk Assessment (LBH4507FRA 1.1 Jan 18), SUDS Strategy (LBH4507suds 1.0 May 18), Suggested method of works 1-5, Underpinning Design Notes, Basement Impact Assessment Audit (12727-60 Revision: F1 Jun 18), Arboricultural Report (ha/aiams1/46holmdalerd), Design & Access Statement (Jan 18).

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 The development hereby permitted shall be carried out in accordance with the following approved plans A10, EX100, EX110, EX150, EX160, A100 B, A110 A, A150 B, A160 B, A300, Basement Impact Assessment (LBH4507 1.1 Jan 18), Flood Risk Assessment (LBH4507FRA 1.1 Jan 18), SUDS Strategy (LBH4507suds 1.0 May 18), Suggested method of works 1-5, Underpinning Design Notes, Basement Impact Assessment Audit (12727-60 Revision: F1 Jun 18), Arboricultural Report (ha/aiams1/46holmdalard), Design & Access Statement (Jan 18).

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

- 3 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 of the London Borough of Camden Local Plan 2017.

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1 and A5 of the London Borough of Camden Local Plan 2017.

- 5 Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with approved arboricultural report dated 15th December 2017. The protection shall then remain in place for the duration of works on site, unless otherwise agreed in writing by the local authority.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 6 The basement as approved shall be carried out in accordance with the recommendations and methodologies of the Basement Impact Assessment (LBH4507 1.1 Jan 18), Flood Risk Assessment (LBH4507FRA 1.1 Jan 18), SUDS Strategy (LBH4507suds 1.0 May 18), Suggested method of works 1-5, Underpinning Design Notes and Basement Impact Assessment Audit (12727-60 Revision: F1 Jun 18).

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1 and A5 of the London Borough of Camden Local Plan 2017.

- 7 The roof of the extension hereby permitted shall not be used as a roof terrace without prior consent in writing from the Local Planning Authority.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission (Delegated).

The basement extension proposes to increase the height and depth of the existing basement and construct a front lightwell and a bay window at basement level to match the ground floor above. The siting, location, scale and design of the basement extension would have minimal impact on, and be subordinate to, the host building and property. The basement would not cause harm to neighbouring properties; the structural, ground, or water conditions of the area; the character and amenity of the area or the architectural character of the building. The new basement front elevation and front lightwell extension would harmonise with the character of the existing building and the streetscene.

The boundary treatment comprising metal railings and a low level wall and hedge between piers would be in keeping with the character of front boundaries along the street.

The rear extension would infill the area to the side of the existing rear outrigger at ground floor level and wrap around this below the first floor bay window. The height and scale and layout of this extension would be subordinate to the subject property. The extension would be constructed from brick with a large aluminium framed window and projecting oriel window to the rear and a glazed box rooflight adjoining the main house. This contemporary extension would complement the design and appearance of the existing building and would not harm the character of the area.

The basement extension would be subject to a construction management plan and basement approval in principle secured by s.106 legal agreement, which would protect residential amenity during the construction process and would prevent any highway impacts.

The proposed rear extension would be single storey only with a height of 3 m and would not impact on the amenity of neighbouring residents. The rear windows in this extension would not result in any overlooking of neighbouring properties and the box rooflight would be sited behind the existing parapet and would not result in any amenity impact.

Tree protection measures would be installed in accordance with approved arboricultural report.

No objections have been received and the planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1 (Managing the impact of development), A2 (Open Space), A3 (Biodiversity), A4 (Noise and vibration), A5 (Basements), D1 (Design) and T4 (Sustainable movement of goods and materials) of the London Borough of Camden Local Plan (2017). The proposed development also accords with Camden Planning Guidance 1 (Design), Camden Planning Guidance (Amenity), Camden Planning Guidance (Basements), The Fortune Green and West Hampstead Neighbourhood Plan (2015), the London Plan (2016); and the National Planning Policy Framework (2012).

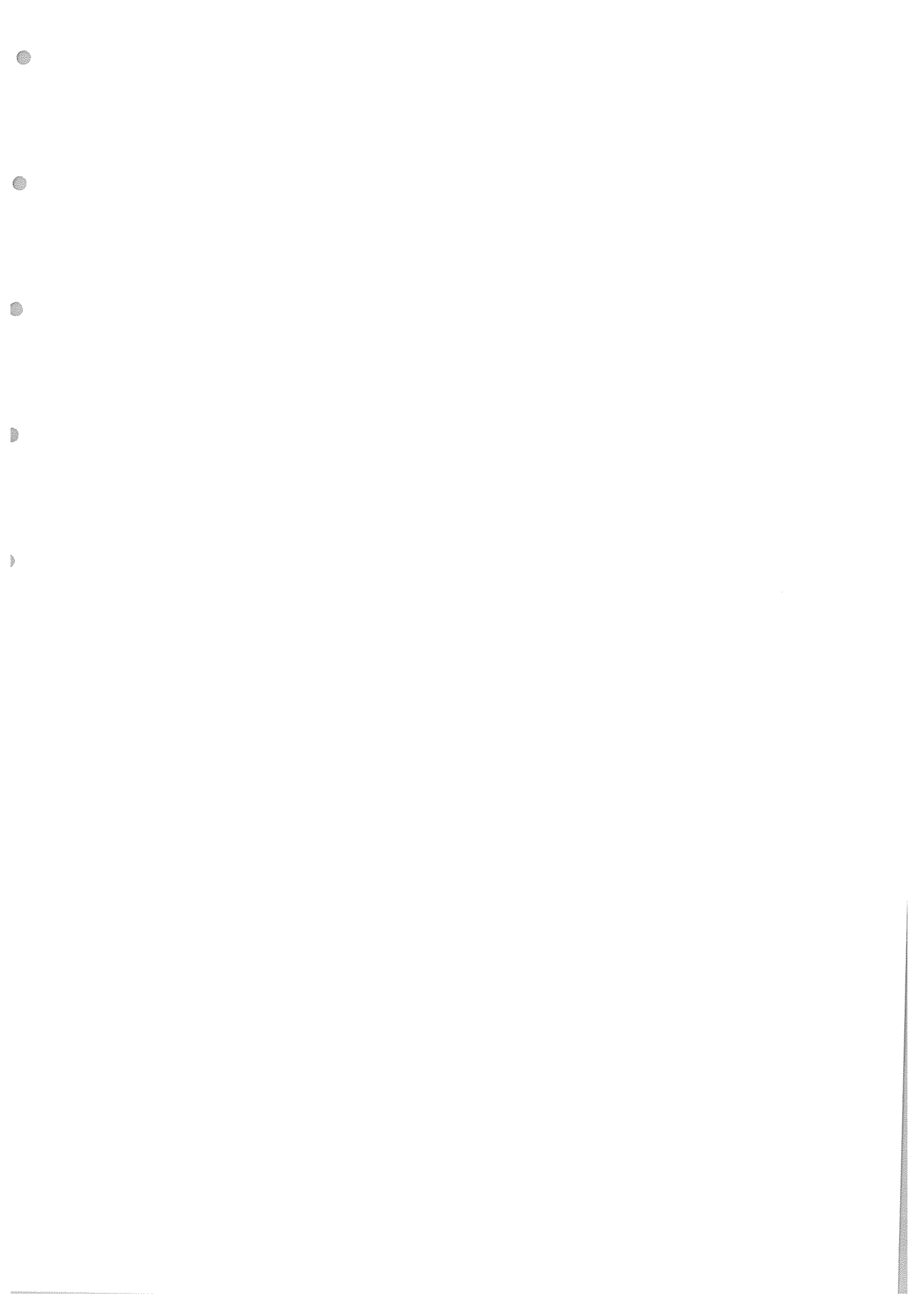
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

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

Yours faithfully

Supporting Communities Directorate

Executive Director Supporting Communities



DATED

*23rd August.*

2018

**(1) ALEXANDER LEWIS CLIFFORD WILLS**

and

**(2) BARCLAYS BANK UK PLC**

and

**(3) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

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

**46 Holmdale Road, London NW6 1BL**

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; and  
S278 of the Highways Act 1980**

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Head of Legal Services  
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Tel: 020 7974 1478