

DATED 16<sup>th</sup> October 2018

(1) BARHOS DEVELOPMENTS LIMITED

and

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

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

10-11 King's Mews, London, WC1N 2HZ

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; and  
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 1478

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CLS/COM/PM/1800.451  
s106 Final 021018



THIS AGREEMENT is made the 16<sup>th</sup> day of October 2018

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

A. **BARHOS DEVELOPMENTS LIMITED** (Company Registration Number 04487042) of James Taylor House, St. Albans Road East, Hatfield AL10 0HE (hereinafter called "the Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers LN195831 and NGL969009

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 7<sup>th</sup> September 2017 and the Council resolved to grant permission conditionally under reference number 2017/4543/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost housing including social rented housing, affordable 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	"the Affordable Housing Payment in Lieu"	the sum of £153,435.00 (one hundred and fifty three thousand four hundred and thirty five pounds) to be paid by 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 and or maintenance of Affordable Housing in the Borough as the Council considers appropriate
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"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the Council's Pro Forma Construction Management Plan as set out 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> <p>(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</p>

		<p>Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of structures on the Property and the building out of the Development;</p> <p>(ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(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);</p> <p>(iv) proposals to ensure there are no adverse effects on the Conservation Area features;</p> <p>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(vi) 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</p>
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"	Erection of three storey plus basement building to provide 1 x1 bed, 2 x 2 bed and 2 x 3 bed flats as shown on: Drawing Numbers: Site Location P001 Rev P02; P002 Rev P02; P010 Rev P02; P021 Rev P01; P031 Rev P02; P099 Rev P08; P100 Rev P09; P101 Rev P09; P102 Rev P06; P103 Rev P04; P121 Rev P04; P131 Rev P07; P132 Rev P03; Supporting documents: Proposed Elevation and Materials 26/02/18; Design and Access Statement by WAA Architects dated June 2018; Planning Statement by Indigo dated July 2017; Basement Impact Assessment by GEA dated September 2017; Campbell Reith BIA Audit dated D1 January 2018; Air Quality Assessment by WSP Parsons Brinckerhoff dated June 2017; Daylight Sunlight Report by WSP dated 14th November 2017, Daylight Sunlight Addendum by WSP dated April 2018; Amptec Boiler User Guide; Hot Water Cylinder User Manual; Energy Statement by Blew Burton dated April 2018; Energy Statement Addendum by Blew Burton dated 10th November 2017; Energy Efficiency and Renewable Energy and Sustainability Plan a Construction Management Plan Rev E.
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	"Occupation Date"	the date when any part of the Development is occupied (save for the purposes of this Agreement excluding occupation for the purposes of carrying out works or security or marketing) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.13	"the Parties"	mean the Council and the Owner
2.14	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 7 <sup>th</sup> September 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4543/P subject to conclusion of this Agreement
2.15	"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
2.16	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.17	"the Property"	the land at 10-11 King's Mews, London, WC1N 2HZ the same as shown shaded grey on the plan annexed hereto
2.18	"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
2.19	"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
2.20	"Single Family Dwellinghouse Permission"	means the planning permission granted pursuant to the planning application with reference 2012/6315/P on 17 June 2014 for development at the Property comprising partial demolition of rear office extension at lower ground and ground floors and the erection of a new single family dwelling house (Class C3) fronting King's Mews pursuant to the completion of the Single Family Dwellinghouse Section 106 Agreement
2.21	"Single Family Dwellinghouse Section 106 Agreement"	the section 106 agreement dated 17 June 2014 between the (1) Philip Paul Laniado (2) Barclays Bank PLC and (3) the Council

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.



3.9 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Agreement.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

**4.1 AFFORDABLE HOUSING PAYMENT IN LIEU**

4.1.1 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Payment In Lieu.

4.1.2 The Owner hereby covenants with the Council to pay to the Council the Affordable Housing Payment In Lieu upon completion of this Agreement.

**4.2 CAR FREE - RESIDENTIAL**

4.2.1 No to dispose of or grant a lease or tenancy of or allow any person to Occupy any residential unit which is part of the Development prior to each new Occupier of such residential unit being informed 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 for so long as the Development remains on the Property.

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 completion of this Agreement the Owner shall pay to the Council the Construction Management Plan Implementation Support Contribution in full.

4.3.2 The Owner agrees to submit within the draft Construction Management Plan to the Council for approval within six weeks of the date of this Agreement.

4.3.3 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.

4.3.4 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.

4.3.5 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.

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 shall also confirm in the written notice required under clause 5.1 that in the carrying out of any material operation as defined in Section 56 of the Act pursuant to the Planning Permission that it has or is about to Implement the Development AND the Owner covenants that (subject to clause 5.3 below) it will not take any further steps to implement the Single Family Dwellinghouse Permission approved under planning reference 2012/6315/P AND subject to the Owner's compliance with Clause 5.1 the parties agree that from the date of notification under Clause 5.1 the Single Family Dwellinghouse Section 106 Agreement will have no further effect.
- 5.3 In the event that following service of a notice under clause 5.1 above the Owner decides to revert to the Single Family Dwellinghouse Planning Permission then the Owner shall give an appropriate written notice to the Council under clause 5.1 of the Single Family Dwellinghouse Section 106 Agreement and agrees to discharge all outstanding obligations and payments (as appropriate) under the Single Family Dwellinghouse Section 106 Agreement to be confirmed in writing by the Council's Planning Obligations Monitoring Officer.
- 5.4 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 planning reference 2017/4543/P the date upon which the Development will be ready for Occupation.
- 5.5 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.

- 5.6 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.
- 5.7 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.
- 5.8 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/4543/P.
- 5.9 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 2017/4543/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.

5.10 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.

5.11 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

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

5.12 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 quoting the planning reference number

2017/4543/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.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.
- 6.9 No mortgagee shall have any liability under this Agreement unless it becomes a successor in title or takes possession of the interest in the part of the Property over which it has a charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

7. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY  
BARHOS DEVELOPMENTS LIMITED  
in the presence of:

)  
)  
)

*E. Bennett*

.....  
Witness Signature

*S. Thakkar*

Witness Name: S. THAKKAR

Address: SAMB TAYLOR HOUSE, ST ALBANS ROAD EAST

HATALEBIS ALIO ONE

Occupation:

CHARTERED SURVEYOR

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



.....  
Authorised Signatory

*ja*





**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**



**APPENDICES**

Draft Planning Permission  
Plan



SM Planning  
SM Planning  
80-83 Long Lane  
London  
EC1A 9ET

Application Ref: **2017/4543/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:  
**10-11 King's Mews  
LONDON  
WC1N 2HZ**

Proposal:  
Erection of three storey plus basement building to provide 1 x 1 bed, 2 x 2 bed and 2 x 3 bed flats

**DECISION**  
Drawing Nos: Drawing Numbers: Site Location Plan P001 Rev P02; P002 Rev P02; P010 Rev P02; P021 Rev P01; P031 Rev P02; P099 Rev P08; P100 Rev P09; P101 Rev P09; P102 Rev P06; P103 Rev P04; P121 Rev P04; P131 Rev P07; P132 Rev P03;

Supporting documents: Proposed Elevation and Materials 26/02/18; Design and Access Statement by WAA Architects dated June 2018; Planning Statement by Indigo dated July 2017; Basement Impact Assessment by GEA dated September 2017; Campbell Reith BIA Audit dated D1 January 2018; Air Quality Assessment by WSP Parsons Brinckerhoff dated June 2017; Daylight Sunlight Report by WSP dated 14th November 2017, Daylight Sunlight Addendum by WSP dated April 2018; Amptec Boiler User Guide; Hot Water Cylinder User Manual; Energy Statement by Blew Burton dated April 2018; Energy Statement Addendum by Blew Burton dated 10th November 2017; Energy Efficiency and Renewable Energy and Sustainability Plan a Construction Management Plan Rev E.

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:

Drawing Numbers: Site Location Plan P001 Rev P02; P002 Rev P02; P010 Rev P02; P021 Rev P01; P031 Rev P02; P099 Rev P08; P100 Rev P09; P101 Rev P09; P102 Rev P06; P103 Rev P04; P121 Rev P04; P131 Rev P07; P132 Rev P03;

Supporting documents: Proposed Elevation and Materials 26/02/18; Design and Access Statement by WAA Architects dated June 2018; Planning Statement by Indigo dated July 2017; Basement Impact Assessment by GEA dated September 2017; Campbell Reith BIA Audit dated D1 January 2018; Air Quality Assessment by WSP Parsons Brinckerhoff dated June 2017; Daylight Sunlight Report by WSP dated 14th November 2017, Daylight Sunlight Addendum by WSP dated April 2018; Amptec Boiler User Guide; Hot Water Cylinder User Manual; Energy Statement by Blew Burton dated April 2018; Energy Statement Addendum by Blew Burton dated 10th November 2017; Energy Efficiency and Renewable Energy and Sustainability Plan a Construction Management Plan Rev E.

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

- 3 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, balustrades, railings and external doors;

b) Full sample panel of brickwork showing bond and pointing, along with studies to indicate position of brick movement joints

c) Detailed section drawings showing junction of façade brickwork with recessed balcony soffits

d) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the surrounding area in accordance with policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 Prior to commencement of development (excluding demolition and site preparation works), full details of the mechanical ventilation system including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler flues and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy 7.14.

- 6 Prior to occupation evidence that an appropriate NO<sub>2</sub> scrubbing system on the mechanical ventilation intake has been installed and a detailed mechanism to secure maintenance of this system should be submitted to the Local Planning Authority and approved in writing.

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy 7.14.

- 7 The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise and vibration in accordance with policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 8 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value  $D_{nT,w}$  and  $L'_{nT,w}$  of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 9 Cycle storage for 7x cycles, as shown on the plans hereby approved, shall be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 10 Prior to occupation, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1, and A4 of the London Borough of Camden Local Plan 2017.

- 11 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

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

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



- 13 Prior to commencement of development , full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
  - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used [for large areas of green roof add in : and showing a variation of substrate depth with peaks and troughs]
  - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 14 Prior to occupation of any relevant part of the development, the applicant will have constructed and implemented all the measures contained in the Energy Efficiency and Renewable Energy and Sustainability Plan, and Energy Statement Addendum by Blew Burton dated 10th November 2017, and such measures shall be permanently retained and maintained thereafter. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with Policies G1, C1, CC1, CC2 and CC4 of the London Borough of Camden Local Plan 2017.

- 15 All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2). Evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy C6 of the London Borough of Camden Local Plan.

Informative(s):

- 1 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).

- 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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £23,950 (479sqm x £50 per sqm) for the Mayor's CIL and £239,500 (479sqm x £500 per sqm) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

**DRAFT**

**DECISION**



10-11 King's Mews, London WC1N 2HZ - 2017/4543/P



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DATED

*16<sup>th</sup> October*

2018

**(1) BARHOS DEVELOPMENTS LIMITED**

and

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

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

**10-11 King's Mews, London, WC1N 2HZ**

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; and  
Section 1(1) of the Localism Act 2011**

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

Tel: 020 7974 1478

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