

DATED 1 August

2018

(1) JEREMY SIMON TARN AND IRIS ESTELLE TARN

and

(2) NATIONAL WESTMINSTER BANK 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

**79 REDINGTON ROAD LONDON NW3 7RR**

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 5826

CLS/COM/LN/1800.766  
s106 FINAL



THIS AGREEMENT is made the 1<sup>st</sup> day of August 2018

**BETWEEN:**

- A. **JEREMY SIMON TARN and IRIS ESTELLE TARN** of 79 Redington Road, London NW3 7RR (hereinafter called "the Owner") of the first part
- B. **NATIONAL WESTMINSTER BANK PLC** (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF (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 NGL372264 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 9 April 2018 and the Council resolved to grant permission conditionally under reference number 2018/1697/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 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 NGL372264 and dated 28 July 2017 is willing to enter into this Agreement to give its consent to the same.

## 2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of any 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):-</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 Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on</p>

		<p>the Property and the building out of the Development;</p> <p>(ii) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(iv) 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>(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>
2.5	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,136 (three thousand and 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
2.6	"the Construction Phase"	<p>the whole period between</p> <p>(i) the Implementation Date and</p>

		<p>(ii) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of any Existing Buildings</p>
2.7	"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
2.8	"the Development"	<p>Extension of basement to include closed and open lightwells to front and rear, demolition of rear conservatory and erection of single storey rear extension, alterations to landscape to include repaving, gate on south and north sides, bins and cycling stores on north side, all in relation to Flat A (Class C3).as shown on drawing numbers:- LP-01 Rev. 01; EX-00 Rev 02; EX-01 Rev 02; EX-02 Rev 02; EX-03 Rev 02; EX-04 Rev 02; EX-05 Rev 02; EX-06 Rev 02; EX-07 Rev 02; PA-00 Rev. 06; PA-01 Rev. 07; PA-02 Rev. 06; PA-03 Rev. 05; PA-04 Rev. 05; PA-05 Rev. 05; PA-06 Rev. 04; PA-07 Rev. 05; PA-08.01 Rev. 01; PA-08.02 Rev. 01; PA-08.3 Rev. 01; PA-09.1 Rev. 01; PA-09.2 Rev. 01; Planning Statement dated April 2018; Design and access statement dated April 2018; Daylight and Sunlight dated March 2018; Arboricultural Assessment dated April 2018; Basement Impact Assessment Job No. 811365 dated April 2018 to include Appendixes A, B, C D, E, F, G; 811365-IW-XX-XX-DR-S-7030 Rev. P1; Supporting letter dated 5/06/2018; Preliminary Project Programme; Structural Design Calculations Job No. 811365; Flood Risk Assessment &amp; Drainage Strategy dated April 2018</p>
2.9	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.10	"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

2.11	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.12	"the Parties"	mean the Council the Owner and the Mortgagee
2.13	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 9 April 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/1697/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 for the Development substantially in the draft form annexed hereto
2.16	"the Property"	the land known as 79 Redington Road London NW3 7RR the same as shown shaded grey on the plan annexed hereto

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 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 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 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.

4.1.2 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.



- 4.1.3 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.
- 4.1.4 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.
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 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 2018/1697/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 2018/1697/P.
- 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

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

- 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 2018/1697/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 or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

## 7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the 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 6.4 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.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. JOINT AND SEVERAL LIABILITY

8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY  
JEREMY SIMON TARN  
in the presence of:

.....  
Witness Signature

Witness Name:

Address:

Occupation:

GARY NELSON  
Solicitor

FLETCHER DAY  
56 Conduit Street  
Mayfair  
London W1S 2YZ  
DX 37227 Piccadilly

EXECUTED AS A DEED BY  
IRIS ESTELLE TARN  
in the presence of:

.....  
Witness Signature

Witness Name:

Address:

Occupation:

GARY NELSON  
Solicitor

FLETCHER DAY  
56 Conduit Street  
Mayfair  
London W1S 2YZ  
DX 37227 Piccadilly

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT  
IN RELATION TO 79 REDINGTON ROAD LONDON NW3 7RR

EXECUTED AS A DEED BY  
NATIONAL WESTMINSTER BANK PLC )  
by \* Name )  
in the presence of: )

\* Signature of authorized  
signatory\*

Anita Chamba  
Clerical Level B

National Westminster  
Bank PLC  
PO BOX 123  
Greenock  
PA15 1EF

witness name  
witness occupation  
Nicky Bedford

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

F. Alexander  
Authorized Signatory



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

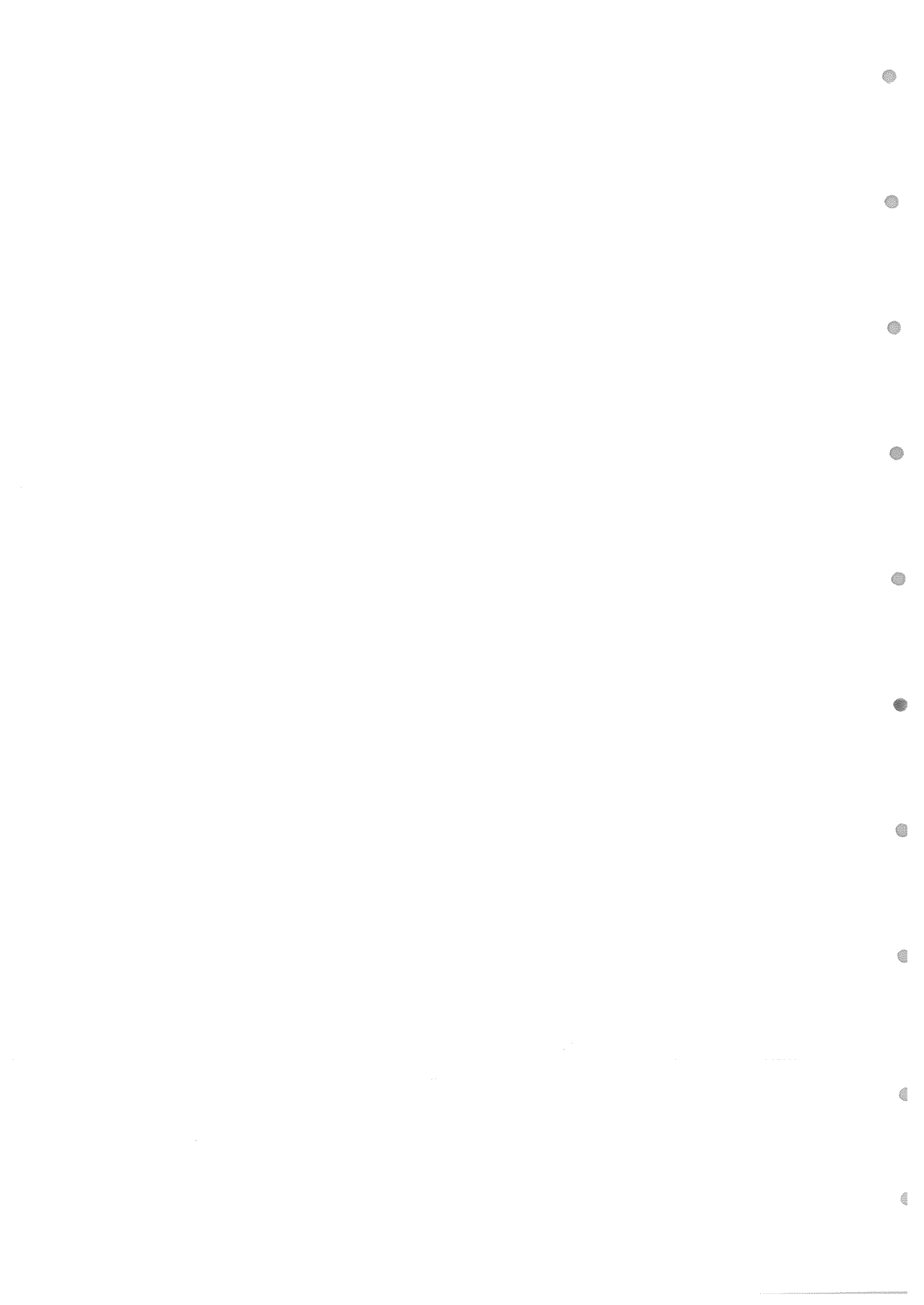
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of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





# NORTHGATE SE GIS Print Template



Per Pro  
National Westminster Bank plc  
Authorised Signature:

*[Handwritten Signature]*

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\* Symbols \*  
\* Symbols \*

\* Lines \*  
\* Lines \*

*[Handwritten Signature]*  
Alexander



Ingleton Wood LLP  
1 Alie Street  
London  
E1 8DE  
United KingdomApplication Ref: **2018/1697/P**

9 July 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:  
**79 Redington Road**  
**London**  
**NW3 7RR**

## Proposal:

**DECISION**  
Extension of basement to include closed and open lightwells to front and rear, demolition of rear conservatory and erection of single storey rear extension, alterations to landscape to include repaving, gates on south and north sides, bins and cycling stores on north side, all in relation to Flat A (Class C3).

Drawing Nos: LP-01 Rev. 01; EX-00 Rev 02; EX-01 Rev 02; EX-02 Rev 02; EX-03 Rev 02; EX-04 Rev 02; EX-05 Rev 02; EX-06 Rev 02; EX-07 Rev 02; PA-00 Rev. 06; PA-01 Rev. 07; PA-02 Rev. 06; PA-03 Rev. 05; PA-04 Rev. 05; PA-05 Rev. 05; PA-06 Rev. 04; PA-07 Rev. 05; PA-08.01 Rev. 01; PA-08.02 Rev. 01; PA-08.3 Rev. 01; PA-09.1 Rev. 01; PA-09.2 Rev. 01; Planning Statement dated April 2018; Design and access statement dated April 2018; Daylight and Sunlight dated March 2018; Arboricultural Assessment dated April 2018; Basement Impact Assessment Job No. 811365 dated April 2018 to include Appendixes A, B, C D, E, F, G; 811365-IW-XX-XX-DR-S-7030 Rev. P1; Supporting letter dated 5/06/2018; Preliminary Project Programme; Structural Design Calculations Job No. 811365; Flood Risk Assessment &amp; Drainage Strategy dated April 2018.

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:

LP-01 Rev. 01; EX-00 Rev 02; EX-01 Rev 02; EX-02 Rev 02; EX-03 Rev 02; EX-04 Rev 02; EX-05 Rev 02; EX-06 Rev 02; EX-07 Rev 02; PA-00 Rev. 06; PA-01 Rev. 07; PA-02 Rev. 06; PA-03 Rev. 05; PA-04 Rev. 05; PA-05 Rev. 05; PA-06 Rev. 04; PA-07 Rev. 05; PA-08.01 Rev. 01; PA-08.02 Rev. 01; PA-08.3 Rev. 01; PA-09.1 Rev. 01; PA-09.2 Rev. 01; Planning Statement dated April 2018; Design and access statement dated April 2018; Daylight and Sunlight dated March 2018; Arboricultural Assessment dated April 2018; Basement Impact Assessment Job No. 811365 dated April 2018 to include Appendixes A, B, C D, E, F, G; 811365-IW-XX-XX-DR-S-7030 Rev. P1; Supporting letter dated 5/06/2018; Preliminary Project Programme; Structural Design Calculations Job No. 811365; Flood Risk Assessment & Drainage Strategy dated April 2018.

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

- 4 Before the relevant part of development is begun, details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of the planting around the front lightwell and also to the rear lightwell. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, or prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 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, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 7 The basement hereby approved shall be carried out in accordance with the recommendations and methodologies of Basement Impact Assessment Job No. 811365 dated April 2018 to include Appendixes A, B, C D, E, F, G; 811365-IW-XX-XX-DR-S-7030 Rev. P1; Supporting letter dated 5/06/2018; Preliminary Project Programme; Structural Design Calculations Job No. 811365; Flood Risk Assessment & Drainage Strategy dated April 2018.

Reason: To safeguard the appearance and structural stability of neighbouring building, the character of the immediate area, and to minimise effects of the proposed works on parking pressure in surrounding streets, in accordance with the requirements of policies D1, A1 and A5 of the London Borough of Camden Local Plan 2017.

Informative(s):

1 Reasons for granting permission:

Flat A extends over the ground floor and has rooms at the existing basement level. The existing basement has an internal height of 2.14m and extends over an area of 68sqm. The proposed extension would deepen the existing internal height to 2.84m and extend it to 136sqm including lightwells. The proposed basement would extend mainly underneath the host building with an area of 25sqm projecting beyond the main rear elevation. The excavation has been assessed in line with policy A5 and it would meet all the policy points and CPG Basements guidance requirements.

Front lightwells are a common characteristic of properties along the southern side of Redington Road and numerous properties have been extended in a similar fashion. The proposed front lightwell has been designed to relate to the existing front bay in terms of shape and design, and be as discreet as possible, covered with a grill and retaining the existing front landscaping. This is considered to preserve the appearance of the host building, streetscene and wider conservation area. Furthermore, the proposal includes a lightwell extending from the master bedroom, with stepped planting into the rear garden. This would soften the views from the basement level bedroom and proposed extended patio. Details of the proposed planted areas would be secured by means of condition.

The proposed basement extension would be proportionate to the building being extended and it would preserve its character and appearance. The technicalities of the basement excavation have been audited by Campbell Reith and confirmed to be in line with Camden Local Plan policies and CPG Basements guidance. Trees officers have also reviewed the proposal and considered it acceptable in relation to its impact on the existing trees.

The proposal includes resurfacing the existing hard surface paving to the front garden with permeable resin surface, supported by SUDs proposal as part of the 'Flood Risk Assessment and Drainage Strategy'. This has been reviewed by the audit and considered acceptable. The proposed surface would match the colour of existing paving, preserving the appearance of the building and the streetscene. The proposed patio to the rear of the building would still be retaining a generous proportion of the rear garden and soft landscaping, and is therefore considered acceptable in this instance.

To the rear, the proposed extension would replace the existing conservatory and extend further towards the middle of the building, being designed in a similar style to the host building, with tile roofs and large windows to open into the rear garden. Due to the proposed detailed design and projection, the extension would be subordinate to the main building, and would preserve its character and appearance. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the Conservation Area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

The proposed extensions would provide a high quality of accommodation with appropriate bedroom sizes and living spaces to enlarge the existing unit to a three bedroom flat. A daylight and sunlight assessment was submitted which confirms that all rooms would receive an adequate level of light, which is acceptable.

The proposed bin store would be located on the northern side boundary of the application site and would be formed by a timber structure, with proportionate dimensions and projection to accommodate bins for all 4 flats within the building. The bin storage would be significantly set back from the street, and due to its design it is considered to preserve the appearance and character of the host building from the street.

- 2 The proposed cycle storage would also be located to the northern side boundary, but towards the rear of the building. The structure would be made of timber with appropriate dimensions to provide cycle parking for all 4 flats within the building. Due to the scale of the proposed development there is no requirement for cycle parking; however, its provision is welcomed and considered acceptable.

The proposal includes two timber gates on the northern and southern boundaries. Both gates are significantly set back from front elevation, being discrete and subservient, preserving the appearance of the host building and streetscene.

In relation to the impact on the amenity of the neighbouring occupiers from the proposed excavation, the audit has confirmed that no significant impact would be caused to the host building, nor to the neighbouring ones, in terms of structural damage, hydrology, hydrogeology, or stability. Furthermore, part of the proposed rear extension towards the neighbouring building at no. 77 would replace an existing structure on site and therefore, there would not additional harm caused to the amenity of the occupiers at no. 77. The other part of the extension is significantly set back from the boundary with no. 81, with limited impact to their amenity.

As the whole building is divided into four flats, it is considered the impact of the proposals on the occupiers. Due to the proposal's subordinate dimensions and detailed design, it is considered that no significant harm would be caused to the amenity of neighbouring occupiers of the other 3 flats on site.

One objection was received prior to making this decision, which is duly addressed in the consultation summary. The planning history of the site has been taken into account when coming to this decision.

Due to the nature of the works and the extent of the excavations, Transport Officers have confirmed that a Construction Management Plan would be required. This will be secured by a section 106 legal agreement.

As such, the proposed development is in general accordance with policies A1, A4, A5, A3, D1, D2 of Camden Local Plan 2017. The development would also accord with the National Planning Policy Framework 2012 and the London Plan 2016.

- 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).
- 4 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality).
- 5 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.
- 6 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at [www.camden.gov.uk/cil](http://www.camden.gov.uk/cil) for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.

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





DATED

1 August

2018

(1) JEREMY SIMON TARN AND IRIS ESTELLE TARN

and

(2) NATIONAL WESTMINSTER BANK 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  
**79 REDINGTON ROAD LONDON NW3 7RR**  
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 5826

CLS/COM/LN/1800.766  
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