

DATED 23<sup>rd</sup> OCTOBER

2018

**(1) SHACKLETON HOUSE PROPERTY MANAGEMENT LIMITED**

and

**(2) DAVID GARNER**

and

**(3) REWARD CAPITAL LIMITED**

And

**(4) BANK OF SCOTLAND**

and

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

**A G R E E M E N T**

relating to land known as

**FLAT 1, SHACKLETON HOUSE, CHALTON STREET, LONDON NW1 1RX**  
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 2188

THIS AGREEMENT is made the 23<sup>rd</sup> day of OCTOBER 2018

**BETWEEN:**

- A. **SHACKLETON HOUSE PROPERTY MANAGEMENT LIMITED** (Co. Regn. No. 07878841) of 3 Leith Close, Cliburn, Penrith, Cumbria, CA10 3AJ (hereinafter called "the Freeholder") of the first part
- B. **DAVID GARNER** of Flat 1, Shackleton House, Chalton Street, NW1 1RX (hereinafter called "the Leaseholder") of the second part
- C. **REWARD CAPITAL LIMITED** (Co. Regn. No.09432492) of Central House, 47 St.Pauls Street, Leeds LS1 2TE (hereinafter called "the First Mortgagee") of the third part
- D. **BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS (hereinafter called "the Second Mortgagee") of the fourth part
- E. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL626411.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL927486 subject to a charge to the First Mortgagee and Title Number NGL928498 subject to a charge to the First Mortgagee and the Second Mortgagee.

- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and Leaseholder shall hereinafter be jointly referred to as **“the Owner”**.
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 11 April 2017 and the Council resolved to grant permission conditionally under reference number 2017/1447/P subject to the conclusion of this legal Agreement.
- 1.7 The Council is the local planning authority for the purposes of the Act and 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The First Mortgagee as mortgagee under a legal charge registered under Title Number NGL927486 dated 22nd August 2017 and Title Number NGL927486 dated 14 June 2012 is willing to enter into this Agreement to give its consent to the same.
- 1.10 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL928498 dated 14 June 2012 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 Development"	conversion of an existing 3 bedroom duplex flat into a 2 x bedroom flat and a studio flat together with timber clad extensions to roof terrace and window alteration to the rear as shown on drawing numbers:- AS(0)001, AS(0)002, AS(0)003, AS(0)004, AL(0)01A, AL(0)02A, AL(0)03A, AL(0)04, OS Map
2.4	"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
2.5	"the Nominated Unit"	the studio Flat 1A forming part of the Development the same as shown on the drawing numbered AL[0] 02 annexed hereto
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	mean the Council, the Mortgagee and the Owner
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 11 April 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/1447/P subject to conclusion of this Agreement
2.9	"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
2.10	"the Planning Permission"	a planning permission granted for the Development

		substantially in the draft form annexed hereto
2.11	"the Property"	the land known as Flat 1A, Shackleton House, Chalton Street, London NW1 1RX the same as shown shaded grey on the plan annexed hereto
2.12	"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
2.13	"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

**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, 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.

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

The Owner hereby covenants with the Council:-

- 4.1 To ensure that prior to occupying the Nominated Unit (being part of the Development) each new occupier of the Nominated Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 Not to Occupy or use (or permit the Occupation or use of) the Nominated 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).

4.3 Neither the Owner nor 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 they no longer have an interest in the Property but without prejudice to the liability for any breach committed prior to the time they disposed of their respective interests. For the avoidance of doubt this liability solely relates to the obligations contained in Clause 4 of this Agreement relating to Residents Parking Permits.

4.4 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.

4.5 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 4.1 and 4.2 of this Agreement.

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 2017/1447/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.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2017/1447/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 nor 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.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owners 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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
SHACKLETON HOUSE )  
PROPERTY MANAGEMENT LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )



.....  
DAVID GARNER

Director

.....  
Director/Secretary

EXECUTED AS A DEED BY )  
DAVID GARNER )  
in the presence of: )



.....  


Witness Signature

Witness Name: WILLIAM BARTLETT

Address: FAY 1, 9 CRAVEN HILL, LONDON

Occupation: SOLICITOR

THIS IS A CONTINUATION OF THE s106 AGREEMENT IN RELATION TO FLAT 1 SHACKLETON HOUSE

EXECUTED AS A DEED BY  
REWARD CAPITAL LIMITED  
by **TIMOTHY PAUL STAFFORD**  
in the presence of:-



~~Matthew~~  
.....  
CAITLIN HALLIDAY  
PARALEGAL

Clarion  
Elizabeth House  
13-19 Queen Street  
Leeds  
LS1 2TW

Clarion Solicitors Limited

EXECUTED AS A DEED BY  
BANK OF SCOTLAND  
by  
in the presence of:-

Executed as a deed by Matthew Stuart Langhorn  
as attorney for and on behalf of Bank of Scotland plc

ML  
.....

In the presence of: 

Witness:  
Name: Tristan Alexander Sheard  
Address: Trinity Road, Halifax **HX1 2RG**

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

  
.....

Authorised Signatory



1  
2  
3





Revision  
 24/05/17 Rev A Removal of wardrobe  
 31/05/17 Rev B Name of new flat



David Garner and Company Ltd  
 david@dgandc.co.uk  
 07577 911 885

PROJECT  
 01 Shackleton House  
 Chalfon Street  
 London NW1 1RX

CLIENT  
 David Garner

DRAWING TITLE  
 Proposed Floor Plans

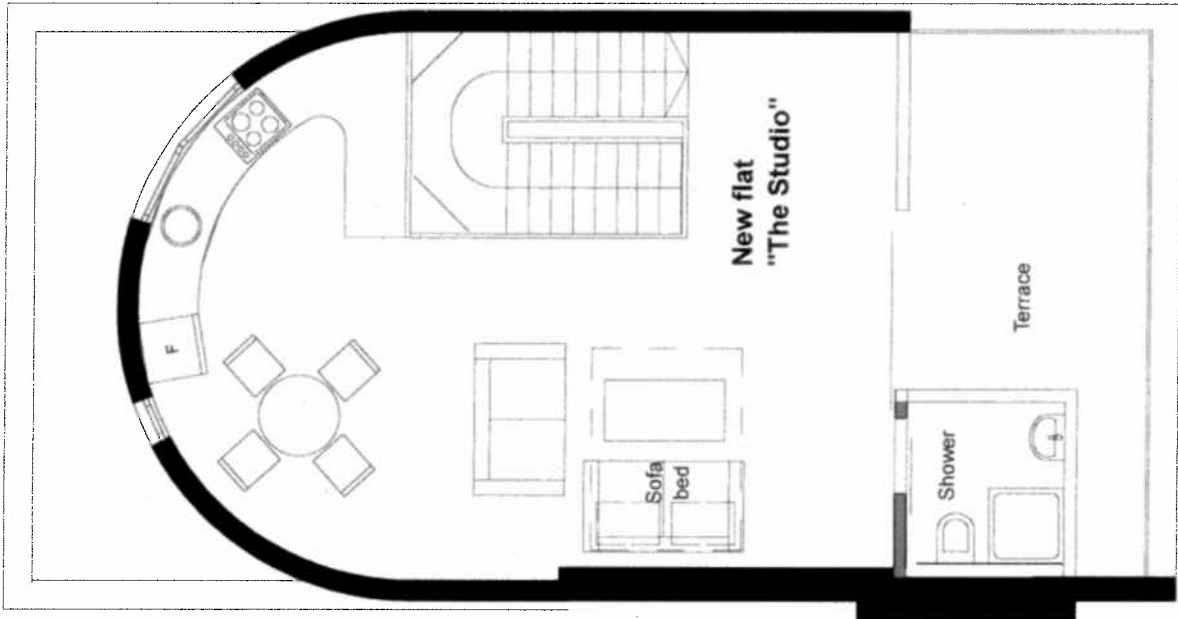
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 February 2017

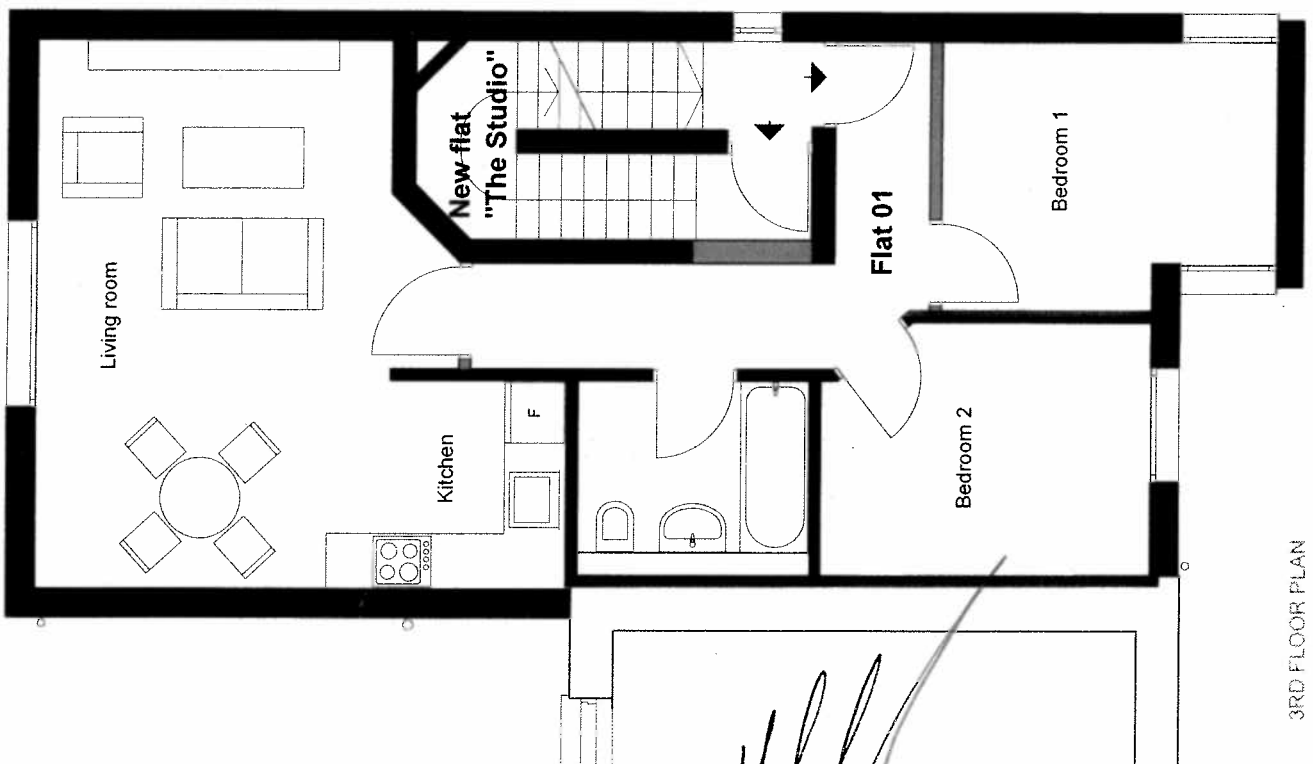
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4TH FLOOR PLAN

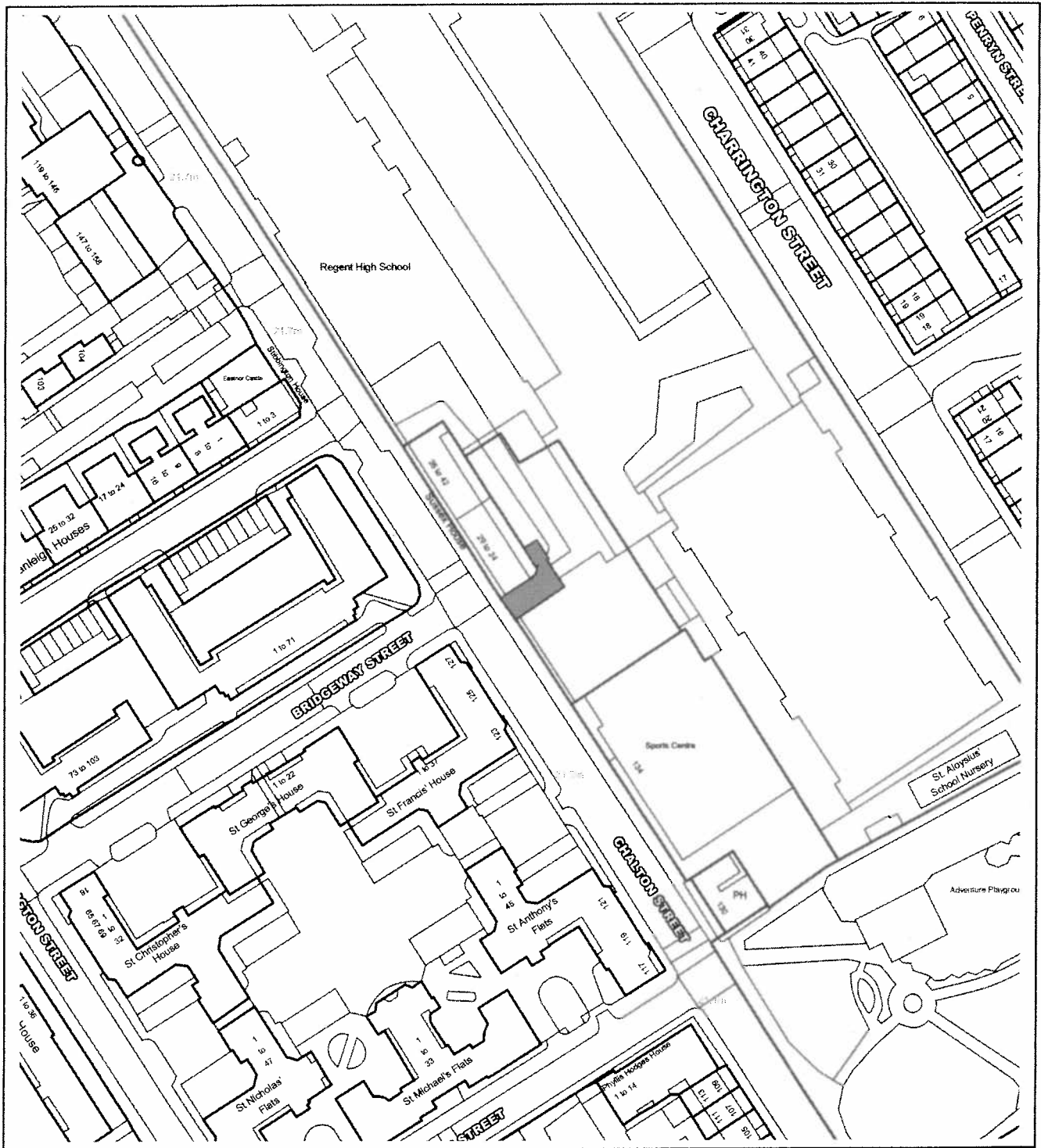


3RD FLOOR PLAN

*Matthew Stuart Langhorn*  
 Matthew Stuart Langhorn



# NORTHGATE SE GIS Print Template



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Matthew Stuart Langhorn





Mr David Garner  
Flat 1 Shackleton House  
Chalton Street  
London  
NW1 1RX

Application Ref: **2017/1447/P**

17 August 2018

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Flat 1 Shackleton House  
Chalton Street  
London  
NW1 1RX**

Proposal:

**Conversion of an existing 3 bedroom duplex flat into a 2 x bedroom flat and a studio flat together with glazed extension to roof terrace.**

**Drawing Nos: AS(0)001, AS(0)002, AS(0)003, AS(0)004, AL(0)01A, AL(0)02A, AL(0)03A, AL(0)04, OS Map**

**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 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: AS(0)001, AS(0)002, AS(0)003, AS(0)004, AL(0)01A, AL(0)02A, AL(0)03A, AL(0)04, OS Map

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

Informative(s):

- 1 Reasons for granting permission [Delegated]

The application site is Shackleton House which is a contemporary 5 storey infill development located on Chalton Street.

The development proposes the conversion of the existing 3 bedroom duplex flat located at 3rd and 4th floor levels into a 2 x bedroom flat at 3rd floor level and a studio flat at 4th floor level, together with a glazed extension to the roof terrace.

The development would provide additional housing supply in the area and would retain a 2 bed unit as a part of the housing mix. The 2 bed/2 person unit would have a floor area of 52 sq.m with 2 single bedrooms. Although a double bedroom (>11.5 sq.m) would not be provided in this unit and the floorspace would be below the National Standards, the unit would provide a good standard of accommodation and internal layout which would provide satisfactory living conditions for future occupiers. Importantly this unit would match the size and layout of the 2 bed units on the lower floors of this building. The studio unit would have a floor area of 43 sq.m which would exceed the National Standards with a satisfactory layout and external amenity terrace which would provide adequate living conditions for future occupiers.

The proposed extension to the 4th floor terrace would be a small addition measuring 1.8 m depth, 2 m width and 2.2 m in height. This extension would be set back from the front parapet and balustrading, would be sited in line with the chimney stack to the adjacent building and would be below the existing projecting louvered screen. It would also be sited on the north side of the terrace where it would provide a counter-balance to the asymmetrical timber cladding on the south side of the main elevation. Overall, this would be a modest extension which would be subordinate to the building, would not harm the design or character of the building or disrupt the roofscape of the street. It would be constructed from vertically louvered glass which would harmonise well with the contemporary design of this building.

The additional studio unit would be secured as a car free development by legal agreement. The constraints of the site mean that it is not possible to provide additional cycle parking; however the site is location close to transport links, local shops and services and therefore the absence of dedicated cycle parking is acceptable in this case.

The relatively small scale of the development means that no construction management plan is considered necessary for this development. Construction works are only permitted to take place between 8am to 6pm on Monday to Friday, and 8am to 1pm on Saturdays.

The development would not impact on the amenity of neighbouring residents.

The planning history of the site was taken into account when coming to this decision. No objections were received from local residents.

As such, the proposed development is in general accordance with policies H1, H6, A1, D1, T1 and T2 of the London Borough of Camden Local Plan (2017). The proposed development also accords with the London Plan 2016; and the National Planning Policy Framework.

2

Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

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

Yours faithfully

Supporting Communities Directorate

**DECISION**



DATED 23rd OCTOBER 2018

(1) SHACKLETON HOUSE PROPERTY MANAGEMENT LIMITED

and

(2) DAVID GARNER

and

(3) REWARD CAPITAL LIMITED

And

(4) BANK OF SCOTLAND

and

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

**A G R E E M E N T**

relating to land known as

**FLAT 1, SHACKLETON HOUSE, CHALTON STREET, LONDON NW1 1RX**  
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  
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