

DATED

15 June

2018

(1) BEDFORD PROPERTY HOLDINGS 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

17 NEW NORTH STREET, LONDON WC1N 3PJ

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972;

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

Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125
CLS/COM/OO.1800.629



THIS AGREEMENT is made the 15th day of June 2018

BETWEEN:

- A. **BEDFORD PROPERTY HOLDINGS LIMITED** (incorporated in Jersey) of Standard Bank House, 47/49 La Motte Street, St Helier, Jersey, JE2 4SZ (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 Number NGL735397.
- 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 22 November 2017 and the Council resolved to grant permission conditionally under reference number 2017/6515/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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

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 that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Contribution" the sum of £22,790 (twenty two thousand and seven hundred and ninety pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Development" change of use from use class A3 (restaurant) to use class C3 (residential dwellings) to provide 1x 2bed and 1x 3-bed maisonette flats, together with alterations including a new shopfront style façade, opening up and alterations to front lightwell with railings, alterations to lower ground floor rear extension, provision of lower ground floor/ground floor rear terraces and alterations to window/door openings to the rear. as shown on drawing numbers:- P-Si-D-006,P-Si-D-007 A, E-N-D-005, E-N-D-010, E-S-D-004, E-S-D-009 B,

P-00-D-003, P-B1-00-D-008 C, X-AA-D-011 A, X-BB-D-012, X-CC-D-013, X-DD-D-014, X-D-015

2.6 "the Highways Contribution"

the sum of £2,000 (two thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

(a) repairing the Public Highway adjacent to the Property; and

(b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.7 "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

2.8 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

- 2.9 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.10 "the Parties" mean the Council and the Owner
- 2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 22 November 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/6515/P subject to conclusion of this Agreement
- 2.12 "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
- 2.13 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property" the land known as 17 New North Street, London WC1N 3PJ the same as shown shaded grey on the plan annexed hereto
- 2.15 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.16 "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
- 2.17 "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; Section 1(1) of the Localism Act 2011; and Section 278 of the Highways Act 1980 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 and 8 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **CAR FREE**

4.2.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 HIGHWAYS CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.3.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.3.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.3.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.3.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.3.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.3.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 2017/6515/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 Borough Solicitor 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 2017/6515/P.

- 5.7 Payment of the Affordable Housing Contribution and Highways Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/6515/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/6515/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 their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY
BEDFORD PROPERTY HOLDINGS LIMITED, a
Company incorporated
in Jersey by its corporate director
Lumbro Nominees (Jersey) Limited being
a person who in accordance with the laws of that
territory is signing under the authority of the
Company:

)
)
)
)
)
)
)
)
)

.....*A. Diddon*.....

Authorised signatory

.....*[Signature]*.....

Authorised signatory

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 17 NEW NORTH STREET,
LONDON WC1N 3PJ

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

R. Alexander
.....

Authorised Signatory



bubble architects
Studio 205
The Busworks
39-41 North Road
London
N7 9DP

Application Ref: 2017/6515/P

1 June 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:
Bedford House
17 New North Street
London
WC1N 3PJ

DECISION
Proposal:
Change of use from use class A3 (restaurant) to use class C3 (residential dwellings) to provide 1x 2bed and 1x 3-bed maisonette flats, together with alterations including a new shopfront style façade, opening up and alterations to front lightwell with railings, alterations to lower ground floor rear extension, provision of lower ground floor/ground floor rear terraces and alterations to window/door openings to the rear.

Drawing Nos: P-Si-D-006, P-Si-D-007 A, E-N-D-005, E-N-D-010, E-S-D-004, E-S-D-009 C, P-00-D-003, P-B1-00-D-008 C, X-AA-D-011 A, X-BB-D-012, X-CC-D-013, X-DD-D-014, X-D-015.

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 P-Si-D-006, P-Si-D-007 A, E-N-D-005, E-N-D-010, E-S-D-004, E-S-D-009 C, P-00-D-003, P-B1-00-D-008 C, X-AA-D-011 A, X-BB-D-012, X-CC-D-013, X-DD-D-014, X-D-015.

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) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new shopfronts at a scale of 1:10;

b) 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 immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Before the use commences sound insulation shall be provided between the ground/first floors of the building to achieve a 5 dB betterment on Building Regulations ADE 2003 sound insulation performance standards for flats formed by material change of use. The use shall thereafter not be carried out other than in accordance with the approved scheme.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 5 Details of secure and covered cycle storage area for 4 bicycles (2 per residential unit) in accordance with Camden CPG 7 shall be submitted to and approved by the local planning authority. The approved facility shall thereafter 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.

- 6 Details of screening for the rear amenity terraces shall be submitted to and approved in writing by the local planning authority prior to the first occupation of the development. The terrace screening shall be implemented on the site prior to the commencement of use of the roof terraces and shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

DRAFT

Informative(s):

- 1 Reasons for granting permission (Delegated):-

The principle of the change of use from a restaurant (A3) to residential (C3) to provide 1x 2bed and 1x 3-bed maisonette flats is acceptable. The site is not located in a designated frontage and does not contain a retail unit and therefore the scheme would not conflict with policies TC2 or TC3.

The site contains a vacant restaurant, which is the last remaining commercial unit on this small non-designated frontage. The other commercial unit on this small parade at no. 16 was converted to residential following permission granted in 2010. The site is also not considered to be the most suitable location for a restaurant given the proximity of the adjoining residential accommodation and at its location on the no-through road. The development would provide additional housing supply in the area in accordance with policy H1.

The development would provide a suitable housing mix inclusive of a 3 bed family sized unit in accordance with policy H6 and an off-site affordable housing contribution would be provided in accordance with policy H4.

The part-width lightwells and railings would be sensitively designed and would harmonise with the character and appearance of the frontage and conservation area. The replacement shopfront would have a traditional design including a timber stall riser, timber mullions and transom bar. The existing pilasters, console brackets and fascia would also all be retained. The proposed windows between the stall riser and transom bar would be obscure glazed and fixed shut to provide privacy and the windows above the transom bar would be clear glazed to provide daylight. The replacement shopfront would have a high quality traditional design and the historic character of this small shopping parade would be maintained in accordance with CPG1.

The proposed alterations to the rear include the reduction in the width of the basement level rear extension, the installation of new rear windows and doors at basement and ground floor levels, the provision of terraces on the roof of the basement extensions and the removal of the existing redundant extract duct. All of these alterations would be screened by the high rear boundary wall and would harmonise with the subject building.

The proposal is to create 1 x 2 bed and 1 x 3 bed residential duplex flats at ground and basement levels. The proposed 2 bed 4 person flat would have an internal floor area of approximately 80 sq. m, which would meet the National Minimum Space Standard of 79 sq. m. The proposed 3 bed 6 person flat would have an internal floor area of 103 sq. m, which would meet the National Minimum Space Standard of 102 sq. m. The internal layout would be adequate in other respects including bedroom sizes and circulation space.

The proposed flats would be provided with adequate light and outlook. The basement rooms would have windows which would provide adequate light and ventilation in accordance with CPG2. The development would provide accessible bathrooms at ground floor level. The development would also provide floor/ceiling insulation between the ground/first floors.

- 2 The development would not result in an amenity impact on neighbouring properties. Screening would be provided to the rear ground floor terraces to prevent overlooking.

The development would provide 2 cycle parking spaces per flat in compliance Camden Local Plan Policy T1. The development would be secured as car free by s.106 legal agreement in accordance with Camden Local Plan Policy T2.

The development involves works at the front of the site adjacent to the public highway, therefore a highway works contribution shall be secured by s.106 agreement to ensure that any damage to the highway is repaired.

The application site's planning history was taken into account when coming to this decision. No objections were received to this application.

The proposal is considered to preserve the character of the conservation area. 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.

As such, the proposed development is in general accordance with policies H1, H4, H6, H7, C6, A1, A3, A4, D1, D2, D3, CC1, TC2, TC3, T1, T2, T3 and T4 of the London Borough of Camden Local Plan 2017. The London Plan 2016 and National Planning Policy Framework 2012.

- 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 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.
- 5 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 would be £50/sq.m for the Mayor's CIL and £500/sq.m for the Camden CIL.

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.

- 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 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.
- 8 Various highway licences may be required to facilitate the proposed development. This might include a hoarding licence, a scaffolding licence, a temporary parking bay suspension and a skip licence. Further details are available on Camden's website at the hyperlinks below:-
- " <https://www.camden.gov.uk/ccm/content/business/business-regulations/licensing-and-permits/licences/skips-materials-and-building-licences/building-licences/>

" <https://www.camden.gov.uk/ccm/content/transport-and-streets/parking/permits/suspensions/parking-bay-suspensions.en>
" <https://www.camden.gov.uk/ccm/content/business/business-regulations/licensing-and-permits/licences/skips-materials-and-building-licences/skip-permits/>

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

CONFIDENTIAL

CONFIDENTIAL - SECURITY INFORMATION

DATED

15 June

2018

(1) BEDFORD PROPERTY HOLDINGS 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

17 NEW NORTH STREET, LONDON WC1N 3PJ

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;
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Section 278 of the Highways Act 1980**

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