

DATED 24<sup>th</sup> OCTOBER 2018

(1) VENORU LIMITED

and

(2) TOGETHER COMMERCIAL FINANCE LIMITED

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

49 Marchmont Street, London WC1N 1AP

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 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\NS\s106 Agreements\Flats1-3,49 Marchmont Street (CF)

CLS/COM/NS/1800.634

Final

THIS AGREEMENT is made the 29<sup>th</sup> day of OCTOBER 2018

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

- i) **VENORU LIMITED** whose registered office is at 106 Inverness Terrace, London, England, W2 3LD hereinafter called ("the Owner") of the first part
- ii) **TOGETHER COMMERCIAL FINANCE LIMITED** (Co. Regn. No.2058813) whose registered office is at Lake View, Lakeside, Cheadle, SK8 3GW hereinafter called ("the Mortgagee") of the second part
- iii) **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 NGL570526.
- 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 18th January 2018 and the Council resolved to grant permission conditionally under reference number 2018/0268/P subject to conclusion of this legal Agreement.
- 1.3 The Council is the local planning authority for the purposes of the Act 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.
- 1.4 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.5 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL570526 and dated 15<sup>th</sup> May 2018 (hereinafter called "the Legal Charge") 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" subdivision of existing 2x flats at first-to-third floor levels (1x2bed, 1x1bed) to create 3x flats (3x 1bed) (Class C3) including the replacement of rear dormer windows, installation of 4 rooflights and associated alterations as shown on drawing numbers: -01, 02, 03, 04, 05, 06, 07, 08, 09, 10 Rev D, 11 Rev E, 12 Rev D, 13 Rev D, 14 Rev C, 15 Rev D, 16 Rev C, 17 Rev E, 18 Rev E. Supporting documents: Heritage Assessment prepared by Bridget Shephard, Architect; Planning and Design and Access statement prepared by JMS Planning & Development Ltd; Survey of Significance (ref.19 - 26); Conditions Surveys (ref 27-34); Covering Letter (dated 15 Jan 18);

- 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 Units" the units known as Proposed Flat 1 and Proposed Flat 2 forming part of the First and Second floor of the Development the same as shown on the drawing numbered 11 and 12 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 Owner and the Mortgagee
- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 18<sup>th</sup> January 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0268/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 49 Marchmont Street, London, WC1N 1AP 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

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 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, 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 4.1 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

- 4.1 **Car Free**
- 4.1.1 To ensure that prior to occupying any Nominated 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.
- 4.1.2 Not to occupy or use (or permit the occupation or use of) any Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated 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).

- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.
- 4.1.4 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 4.1.1 and 4.1.2 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 Planning Permission 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 the Planning Permission reference 2018/0268/P the date upon which the Development is 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 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 2018/0268/P.

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 quoting the Planning Permission reference number 2018/0268/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 on written demand 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 Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

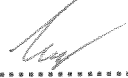
7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **RIGHTS OF THIRD PARTIES**

8.1 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 )  
VENORU LIMITED )  
~~was hereunto affixed~~ )  
acting by a Director and ~~its Secretary~~ )  
~~or by two Directors~~ in the presence of: )

  
.....  
Director

  
.....  
Director/Secretary

witness

DONATUAN NEILAN  
74 WIMBORLE STREET  
LONDON W1G 9RQ

EXECUTED AS A DEED BY )  
TOGETHER COMMERCIAL FINANCE LIMITED )  
by *MARC GUDBERG* )  
in the presence of:- )

  
.....

Rhiannon Parker  
Lake View  
Lakeside  
Cheadle  
SK8 3GW  
Post Funding Executive

THIS IS A CONTINUATION OF THE s106 AGREEMENT IN RELATION TO THE LAND KNOWN AS  
49 MARCHMONT STREET

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

*Cup B...*

.....  
Authorised Signatory





**SUMMARY OF PROPOSED WORKS**

all modern cupboards, kitchen and fittings carefully dismantled existing kitchen to become kitchen  
 all redundant services removed

strategy to contain new feature fireplace

new shower room fitted to south wall - enclosed by lightweight solid partitions  
 - not full height of room - floor ceiling over

new kitchen fitted to south wall

all services connected to existing routes

all windows overhauled

new glass in kitchen pane

skirting carefully inspected and overhauled

new feature fireplace in blocked up fireplace wall

new fireplace in arch (living room)

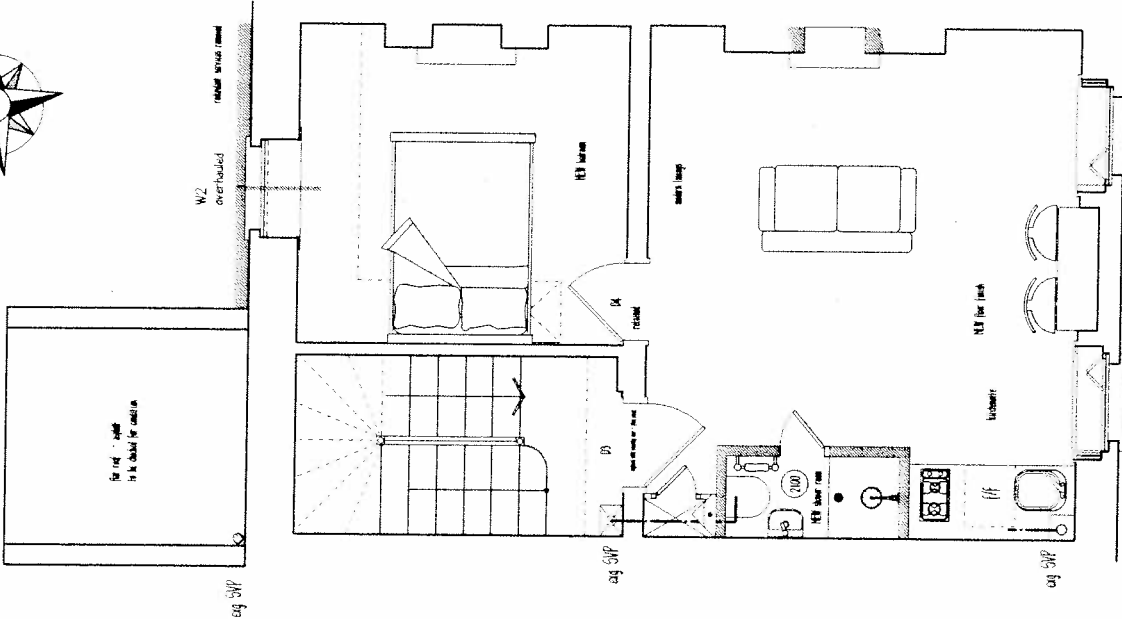
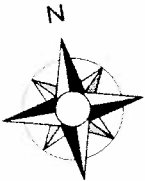
all floor finishes removed

floor boards taken up

new sound proof jobs on floor joists and - sound proof banister lightly stuffed between floor joists

new floor finishes throughout

PROPOSED FLAT 1 - TOTAL FLOOR AREA = 33.36 sq



PROPOSED FIRST FLOOR PLAN



T: +44 (0)20 8498 0211  
 W: brunelarchitects.com  
 E: budget.sheppard@brunelarchitects.com

CLIENT  
**Venoru Ltd.**

PROJECT  
**49 Marchmont Street, WC1N 1AP**

DRAWING  
**PROPOSED first floor plan  
 FOR PLANNING PURPOSES ONLY  
 NOT FOR CONSTRUCTION**

DRG. No	11	DATE	14 Jan 2018
SCALE	1:50 @ A3 paper	REVISION	-





**SUMMARY OF ALTERATIONS**

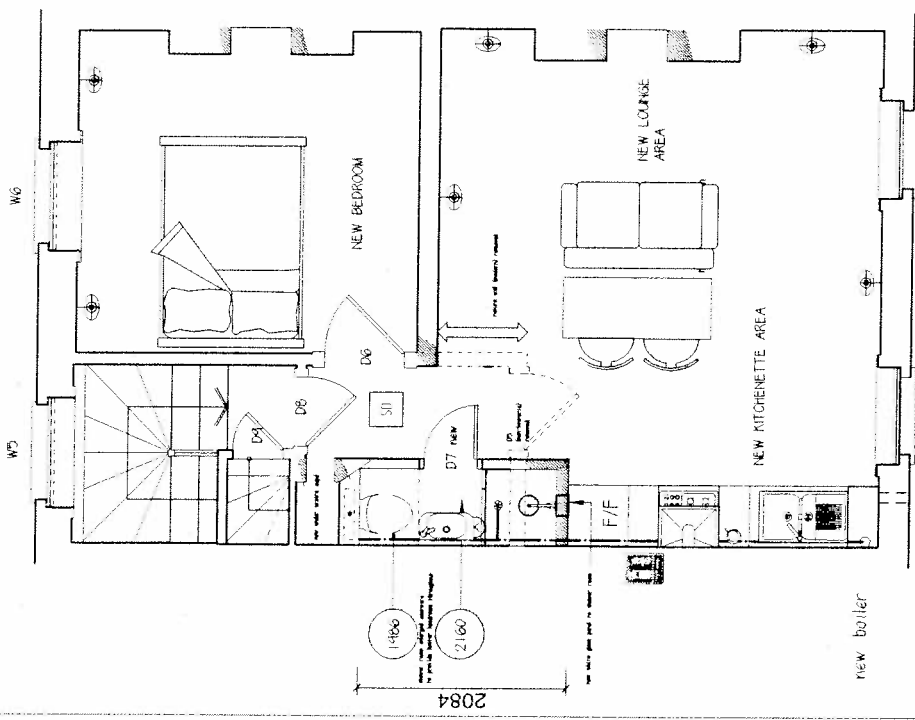
- Sliding sash windows overhauled and weights refurbished
- All windows carefully rubbed back, filled and redecorated
- D5 (modern) removed
- D6 closely inspected and carefully overhauled (it is badly warped and compromised by floor deflection)
- D7 new door in new wider opening to amended and refitted shower room
- D8 (modern) replaced with security front door (also upgraded to be fire rated)
- D9 replaced with modern door (placed into modern wall)
- chimney breast opened up NEW feature fireplace inserted
- old finishes - carpets and wall paper removed walls made good and repainted
- floor boards lifted to establish service routes and redundant pipes also cause of deflection to be investigated
- SOUND PROOFING - woodfibre batts tightly stuffed between floor boards from flat below (first floor)**
- GUTEX THERMOFLEX
- skirtings inspected after old floor finishes removed, overhauled and redecorated
- modern cupboards removed - new kitchen fitted along south wall
- all waste and mechanical extract to connect to existing
- shower enclosure elongated southward by 430 mm to improve headroom throughout
- all fittings stripped out and refitted with new shower, basin & W.C
- all installed and connected to existing services
- all connected to existing supply and drainage
- mechanical extract replaced with new using current duct routes (upgraded new ducting leading rotovertical duct and new outlet in roof)



T: +44 (0)20 8498 0211  
 W: bridgesheppard.com  
 E: bridgesheppard@bridgesheppard.com

IA Branley Close  
 Woodford Green  
 Essex, IG8 7PL

CLIENT <b>Venoru Ltd.</b>
PROJECT <b>49 Marchmont Street, WC1N 1AP</b>
DRAWING <b>PROPOSED second floor plan FOR PLANNING PURPOSES ONLY NOT FOR CONSTRUCTION</b>
DRG. No <b>12</b>
REVISION <b>B</b>
SCALE <b>1:50 @ A 3 paper</b>
DATE <b>12 March 2018</b>



PROPOSED FLAT 2 - TOTAL FLOOR AREA = 37.02 sq m



PROPOSED SECOND FLOOR PLAN





# NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.



JMS Planning & Development Ltd  
Valley Farm  
Rumburgh Road  
Wissett  
IP19 0JJ

Application Ref: **2018/0268/P**

08 May 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:

**49 Marchmont Street**  
**London**  
**WC1N 1AP**

**DECISION**

Proposal: Subdivision of existing 2x flats at first-to-third floor levels (1x2bed, 1x1bed) to create 3x flats (3x 1bed) (Class C3) including the replacement of rear dormer windows and associated alterations; retrospective permission for extended flue to rear.

Drawing Nos: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10 Rev D, 11 Rev E, 12 Rev D, 13 Rev D, 14 Rev C, 15 Rev D, 16 Rev C, 17 Rev E, 18 Rev E.

Supporting documents: Heritage Assessment prepared by Bridget Shephard, Architect; Planning and Design and Access statement prepared by JMS Planning & Development Ltd; Survey of Significance (ref.19 - 26); Conditions Surveys (ref 27-34); Covering Letter (dated 15 Jan 18);

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 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: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10 Rev D, 11 Rev E, 12 Rev D, 13 Rev D, 14 Rev C, 15 Rev D, 16 Rev C, 17 Rev E, 18 Rev E.

Supporting documents: Heritage Assessment prepared by Bridget Shephard, Architect; Planning and Design and Access statement prepared by JMS Planning & Development Ltd; Survey of Significance (ref.19 - 26); Conditions Surveys (ref 27-34); Covering Letter (dated 15 Jan 18);

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

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

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

Informative(s):

- 1 Reasons for granting permission.

The proposed development would involve the rationalisation of internal spaces to sub-divide the existing 2 units into 3, fully self-contained residential units (C3). In principle, this provision would accord with policy H1. Although the resulting mix of units would include an overprovision of units of lower priority (1bed), in light of the constraints of the site associated with its listed status and spatial restriction this is not objectionable in line with policy H7. Due to the scale of development, there would be no expectation for affordable housing contribution in line with policy H4.

Although the proposed units are slightly below the DCLG minimum standard for 1 bedroom units, officers note that they would meet requirements for studios and that revisions requested by officers to retain historic fabric and plan form (forming 1beds to preserve significance of the LB) have led to this shortfall. In light of the heritage significance of the host building and that the unit would be otherwise well designed with a high standard of amenity, this minor shortfall in internal areas is not objectionable on balance. For instance, the proposed units would be dual aspect, receive good levels of natural light, outlook and ventilation and are located in the heart of Bloomsbury, benefiting from the amenities of the local area. A condition will secure water saving measures to be installed for the unit prior to first occupation.

The proposed alterations would not include any extensions to the host property and minimal external changes. Following the submission of revisions to address officer's concerns it is not considered that the external changes would result in any harm to the character and appearance of the host building or terrace and to preserve the character of the Bloomsbury Conservation area in line with policies D1 and D2.

The development would not include extensions to the building and residential uses at upper floors are established. As such, the continued use would not prejudice the residential amenities of any neighbouring resident. Increasing the height of the existing flue to the GF commercial unit to terminate above the level of the existing dormer window would improve the existing situation by increasing odour desorption rates. The development is therefore considered to remain in accordance with policy A1.

The new residential unit will be secured as car-free through a S106 agreement to encourage sustainable lifestyles and reduce impact on the highway network in accordance with policy T2. The proposed development would not include the provision of covered cycle storage, contrary to policy. Officers note however that the host building has very limited space and to form such provision at ground floor level would necessitate a loss of commercial floor area. Given that the area has the highest possible level of public transport accessibility level (6b PTAL) this is not considered to constitute a reason for refusal in this instance.

No comments have been received prior to making this decision. The site's planning history and relevant appeal decisions were taken into account when coming to this decision. 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 G1, H1, H4, H6, H7, D1, D2, T1, T2 and A1 of the Camden Local Plan 2017. The development also accords the London Plan (2016) and the NPPF (2012).

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 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 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. 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.
- 5 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 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.

- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**





JMS Planning & Development Ltd  
Valley Farm  
Rumburgh Road  
Wissett  
IP19 0JJ

Application Ref: **2018/1006/L**  
Please ask for: **John Diver**  
Telephone: **020 7974 6368**

4 May 2018

**DRAFT**

Dear Sir/Madam

## **DECISION**

Planning (Listed Building and Conservation Areas) Act 1990

### **Listed Building Consent Granted**

Address:

**49 Marchmont Street  
London  
WC1N 1AP**

**DECISION**

Proposal: Internal alterations to GII listed building to facilitate subdivision at first to third floor levels into three flats including layout changes and new openings. External alterations including replacement rear dormer windows and retention of rear extended flue; roof, façade and gutter repairs and rationalisation of services

Drawing Nos: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10 Rev D, 11 Rev E, 12 Rev D, 13 Rev D, 14 Rev C, 15 Rev D, 16 Rev C, 17 Rev E, 18 Rev E.

Supporting documents: Heritage Assessment prepared by Bridget Shephard, Architect; Planning and Design and Access statement prepared by JMS Planning & Development Ltd; Survey of Significance (ref.19 - 26); Conditions Surveys (ref 27-34); Covering Letter (dated 15 Jan 18);

The Council has considered your application and decided to grant subject to the following condition(s):

Conditions And Reasons:

Executive Director Supporting Communities



- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10 Rev D, 11 Rev E, 12 Rev D, 13 Rev D, 14 Rev C, 15 Rev D, 16 Rev C, 17 Rev E, 18 Rev E, 36.

Supporting documents: Heritage Assessment prepared by Bridget Shephard, Architect; Planning and Design and Access statement prepared by JMS Planning & Development Ltd; Survey of Significance (ref.19 - 26); Conditions Surveys (ref 27-34); Covering Letter (dated 15 Jan 18);

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 3 All new work and work of making good shall be carried out to match the existing adjacent work as closely as possible in materials and detailed execution.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 4 Any replacement slates to the roof shall be of reclaimed welsh slate in line with sample received by the Council on March 15th 2018.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 5 All proposed secondary glazing shall remain in accordance with the details outlined on drawing no.36 (secondary glazing detail)

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

Informative(s):

- 1 The proposed development has been revised significantly and reduced in scope to address concerns raised by planning and conservation officers. As such the proposal would now include minimal external alterations and various elements seen as harmful to the building's significance have been omitted. The proposed subdivision is now considered to be proposed in a manner which would not disrupt the hierarchy of any historic room volume and would not lead to a significant loss of historic plan form or fabric. Internally, the host building is in very poor condition at upper floors and the proposed development would allow for the building to be sensitively restored.

Following the submission of revisions, the design and layout of the proposed flats would maintain the character and appearance of the host property. Further details in relation to roof tile samples and secondary glazing details have been submitted to the council and are considered appropriate. Conditions are recommended to ensure that these elements are completed in line with these details. Subject to the suggested conditions, it is not considered that the proposed works would lead to any harmful impact to the grade II listed building due to their design, scale and limited intervention.

Subject to the recommended conditions, the proposal is overall considered suitably sensitive to both the character and fabric of the property and would preserve the special architectural and historic interest of the building. Special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses, under s.16 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposal is in general accordance with policies D1 and D2 of the 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 that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 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.

You can find advice about your rights of appeal at:

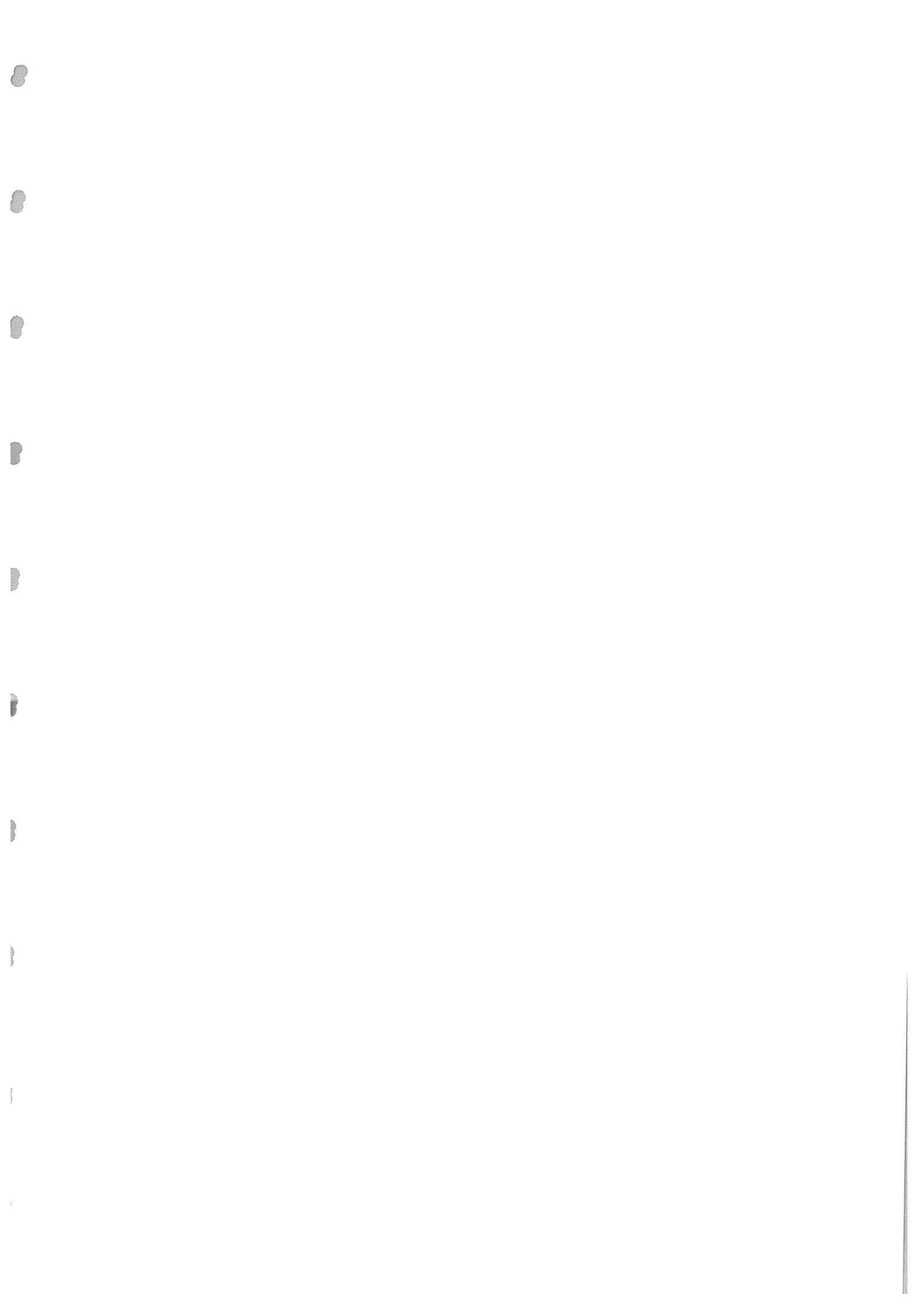
<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Regeneration and Planning

**DRAFT**

**DECISION**



DATED 24<sup>th</sup> OCTOBER 2018

(1) VENORU LIMITED

and

(2) TOGETHER COMMERCIAL FINANCE LIMITED

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

49 Marchmont Street, London WC1N 1AP

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 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\NS\s106 Agreements\Flats1-3,49 Marchmont Street (CF)

CLS/COM/NS/1800.634

Final