

DATED 13 NOVEMBER 2018

(1) HAWLEY CRESCENT LIMITED

and

(2) SANTANDER UK PLC

and

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

AGREEMENT

relating to land known as

1-11 Hawley Crescent London NW1 8NP

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

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CLS/COM/1800.760

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THIS AGREEMENT is made the 13th day of November 2018

BETWEEN:

- A. **HAWLEY CRESCENT LIMITED** (incorporated in Jersey with Company Registration Number 122332) of First Floor, 7 Esplanade, St Helier, Jersey, JE2 3QA (hereinafter called "the Owner") of the first part
- B. **SANTANDER UK PLC** (Co. Regn. No. 02294747) of 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called "the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL588365 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Open University is registered at the Land Registry as a leasehold proprietor with Title absolute of the Property under Title Numbers NGL812077 and NGL812078 but is not a party to the Agreement.
- 1.4 London Power Networks PLC is registered at the Land Registry as a leasehold proprietor with Title absolute of the Property under Title Number NGL798737 but is not a party to the Agreement.

- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 4 April 2017 and the Council resolved to grant permission conditionally under reference number 2017/1514/P subject to the conclusion of this legal Agreement.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL588365 and dated 9 December 2016 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	"Affordable Housing"	low cost housing including social rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"the Affordable Housing Contribution"	the sum of £472,230 (four hundred and seventy two thousand two hundred and thirty 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 Borough of Camden
2.4	"the Agreement"	this agreement made pursuant to Section 106 of the Act
2.5	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.6	"the Construction Apprentice Default Contribution"	the sum of £7,000 (seven thousand pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision in accordance with clause 4.5.7.
2.7	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.8	"Construction Industry Training Board"	the training board for the construction industry in England, Scotland and Wales
2.9	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>a) a statement to be submitted to Council giving details</p>

		<p>of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the partial demolition of the existing buildings or structures on the Property and the building out of the Development;</p> <p>b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>c) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>d) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.10	"the Construction Management Plan Support Contribution"	<p>the sum of £3,240 (three thousand two hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase</p>

2.11	"the Construction Phase"	<p>the whole period between:</p> <ul style="list-style-type: none"> a) the Implementation Date and b) the date of issue of the Certificate of Practical Completion <p>and for the avoidance of doubt includes the demolition of the existing 3rd and 4th floors</p>
2.12	"the Council's Considerate Contractor Manual"	<p>the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden</p>
2.13	"the Development"	<p>Demolition of existing 3rd and 4th floors, erection of replacement 3 storey roof extension to provide 9 additional residential units (5 x 1 bed, 9 x 2 bed & 1 x 3 bed); refurbishment of facades, replacement plant at 4th floor level and associated internal alterations and reconfiguration as shown on the site location plan and drawing numbers:-</p> <p>Existing: OUC4-100, OUC4-101, OUC4-102, OUC4-103, OUC4-104, OUC4-105, OUC4-106, OUC4-107, OUC4-200, OUC4-201, OUC4-202, OUC4-300, OUC4-301.</p> <p>Proposed: OUC4-150-Rev.B, OUC4-151, OUC4-152, OUC4-153-Rev.A, OUC4-154-Rev.B, OUC4-155-Rev.A, OUC4-156-Rev.A, OUC4-157-Rev.A, OUC4-250-Rev.A, OUC4-251-Rev.A, OUC4-252-Rev.A, OUC4-253-Rev.A, OUC4-254, OUC4-255, OUC4-350-Rev.A, OUC4-351, OUC4-400-Rev.A.</p> <p>Documents: Cover letter dated 15/03/2017, Transport Statement dated 31/08/2016, Environmental Noise Assessment ref: 103203.ph.Issue1, Town Planning Statement dated November 2016, Daylight and Sunlight Report dated August 2016, Townscape Visual Assessment Within the Conservation Area dated 19/08/2016, Design and</p>

		Access Statement dated 26/10/2017, Thermal Modelling Report for overheating Assessment V2 dated 19/06/2018, Sustainability Statement version 3 dated 01/06/2016, and Energy Strategy Report V4, Dated 20/06/2017.
2.14	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities during the Construction Phase of the Development and for it to satisfy the obligations contained in clause 4.4 and 4.5 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely; b) to ensure Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs; c) to ensure the provision of 1 construction apprentice; d) make provision during the Construction Phase for no less than 2 work placements for 14-16 year olds; e) ensure delivery of one supplier capacity building workshop/ "Meet the Buyer" event to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the event; and f) commit to following the Local Procurement Code

2.15	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (a) the incorporation of the measures set out in the Energy Strategy Report dated 20 June 2017 produced by Pryce & Myers to achieve a 28.6% reduction in CO2 emissions beyond the Part L 2013 baseline; (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 22% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant; (e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
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		<p>(f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.16	"the Highways Contribution"	<p>the sum of £15,612 (fifteen thousand six hundred and twelve 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 event of receipt for the carrying out works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>a) remedial works to the Public Highway required as a direct result of the Development;</p> <p>all works will be subject to final measure and any level adjustment required 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 <u>excludes any statutory undertaker's costs</u></p>
2.17	"the Implementation"	the date of implementation of the Development by the

	Date"	<p>carrying out of a material operation as defined in Section 56 of the Act other than of:</p> <p>(a) diversion and laying of services;</p> <p>(b) erection of fences, hoarding, temporary accesses and scaffolding; and</p> <p>(c) the temporary display of site notices or advertisements;</p> <p>and references to "Implementation" and "Implement" shall be construed accordingly</p>
2.18	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.19	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.20	"Local Procurement Code"	the code annexed as the Second Schedule hereto
2.21	"Occupation Date"	the date when any part of the Development is occupied but this does not include occupation by personnel engaged in construction or fitting out or decoration or occupation for marketing or display or operations in relation to security operations and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.22	"the Parties"	mean the Council, the Owner and the Mortgagee
2.23	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 4 April 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/1514/P subject to conclusion of this Agreement
2.24	"Planning	a planning officer of the Council from time to time allocated

	Obligations Monitoring Officer"	to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.25	"the Planning Permission"	a planning permission granted pursuant to the Planning Application for the Development substantially in the draft form annexed hereto
2.26	"the Property"	the land known as 1-11 Hawley Crescent London NW1 8NP the same as shown edged red on the plan annexed hereto
2.27	"the Public Highway"	any carriageway footway and/or verge adjoining the Property which is maintainable at public expense
2.28	"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
2.29	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.30	"Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability Plan dated 1 June 2016 produced by Pryce & Myers and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (tackling climate change through promoting higher environmental standards) and Development Policy DP22</p>

		<p>(sustainable design and construction);</p> <p>(b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
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3. **NOW THIS DEED WITNESSETH** as follows:-
- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner (except as set out in clause 6.7) 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, 8, 9 and 10 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 DEVELOPMENT

- 4.1.1 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:
- a) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - b) 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 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).
- 4.1.3 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 obligations in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to:

- a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- b) submit to the Council for approval a draft Construction Management Plan and a statement which sets out the consultation which has been undertaken with Transport for London in respect of the draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation until such time as the Council has:

- a) received the Construction Management Plan Implementation Support Contribution in full; and
- b) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3 HIGHWAYS CONTRIBUTION

4.3.1 On or prior to the Implementation Date to:-

- a) pay to the Council the Highways Contribution in full; and
- b) submit to the Council the Level Plans for approval.

4.3.2 Not to Implement or to allow Implementation until such time as the Council has:-

- a) received the Highways Contribution in full; and
- b) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers' costs.

4.3.4 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.

4.3.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within 28 days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.6 If the Certified Sum is less than the Highway Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.4 EMPLOYMENT AND TRAINING PLAN

4.4.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.4.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.5 LOCAL EMPLOYMENT

4.5.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-

- a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- d) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- e) subject to data protection legislation restrictions, the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.5.2 The Owner shall ensure that no less than 1 construction apprentice shall be employed at the Development always ensuring each apprentice shall be:-

- a) recruited through the Kings Cross Construction Centre;
- b) employed for a period of not less than 52 weeks;
- c) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>; and

4.5.3 The Owner shall ensure that during the Construction Phase of the Development no less than two work placements and/or work experience opportunities of no less than two weeks each are provided at the Development.

4.5.4 Notwithstanding the provisions in clauses 4.5.2 and 4.5.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees who are resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction subject to data protection legislation restrictions.

4.5.5 Unless Clause 4.5.7 applies, on or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full

4.5.6 Unless Clause 4.5.7 applies, not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.

4.5.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.5.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on each individual apprentice placement not provided) has been paid in full.

4.6 LOCAL PROCUREMENT

4.6.1 Prior to Implementation to agree a programme to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development during the Construction Phase of the Development in accordance with the Council's Local Procurement Code.

4.6.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.6.3 To ensure that throughout the Construction Phase of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.8 SUSTAINABILITY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.9 AFFORDABLE HOUSING CONTRIBUTION

- 4.9.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution.
- 4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing 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 2017/1514/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 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 this Agreement and citing the specific clause of this

Agreement to which such plan relates quoting the Planning Permission reference 2017/1514/P.

5.7 Payment of any financial contributions under 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 this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/1514/P. Electronic Transfer shall be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 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 the Owner 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 Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.10 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 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 2017/1514/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 its 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 its 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 Nothing in this Agreement shall be binding upon nor enforceable against:

6.7.1 any tenant or occupier of an individual residential unit within the Development or their individual mortgagee (save for where there are restrictions on occupation); or

6.7.2 any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

6.8 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.

6.9 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. THE COUNCIL'S COVENANTS

7.1 The Council covenants with the Owner:

7.1.1 To use all sums and financial contributions received under the terms of this Agreement for the purposes for which they are to be paid;

7.1.2 That it will repay to the Owner following receipt of a written request such amount of any sum or financial contribution made to the Council under this Agreement which has not been expended or committed for expenditure in accordance with the provisions of this Agreement together with any interest accrued thereon within 5 years of the date of payment of the sum or financial contribution in question;

7.1.3 That it shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure or commitment for expenditure of the sums paid under this Agreement; and

7.1.4 That is shall not unreasonably withhold or delay any agreement, approval, confirmation or consent under this Agreement.

8. **MORTGAGEE EXEMPTION**

8.1 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.

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

9. **RIGHTS OF THIRD PARTIES**

9.1 A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act 1999.

10. **JURISDICTION**

10.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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 a deed the day and year first before written

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

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

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services. A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Section 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owner s and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

- all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions and Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

EXECUTED AS A DEED BY
HAWLEY CRESCENT LIMITED
a company incorporated in Jersey
by *Graham McInnes and Jon Dando*

Director

being a person or persons who, in
accordance with the laws of that territory,
is or are acting under the authority
of the company

in presence of:

Witness

Name

Address

Occupation

KAREN LUDERHAM

NO. 1, ESTHERMEN'S BRIDGE, GROUND, JERSEY

ASSISTANT MANAGER

EXECUTED AS A DEED BY
SECURITY AGENT

Signed by

STEPHEN ISAACS

as attorney for SANTANDER UK PLC

in the presence of:-

Signature of witness

Name of witness

Address

Occupation

PAUL RAYNER

17 ULSTER TERRACE LONDON

BANKER

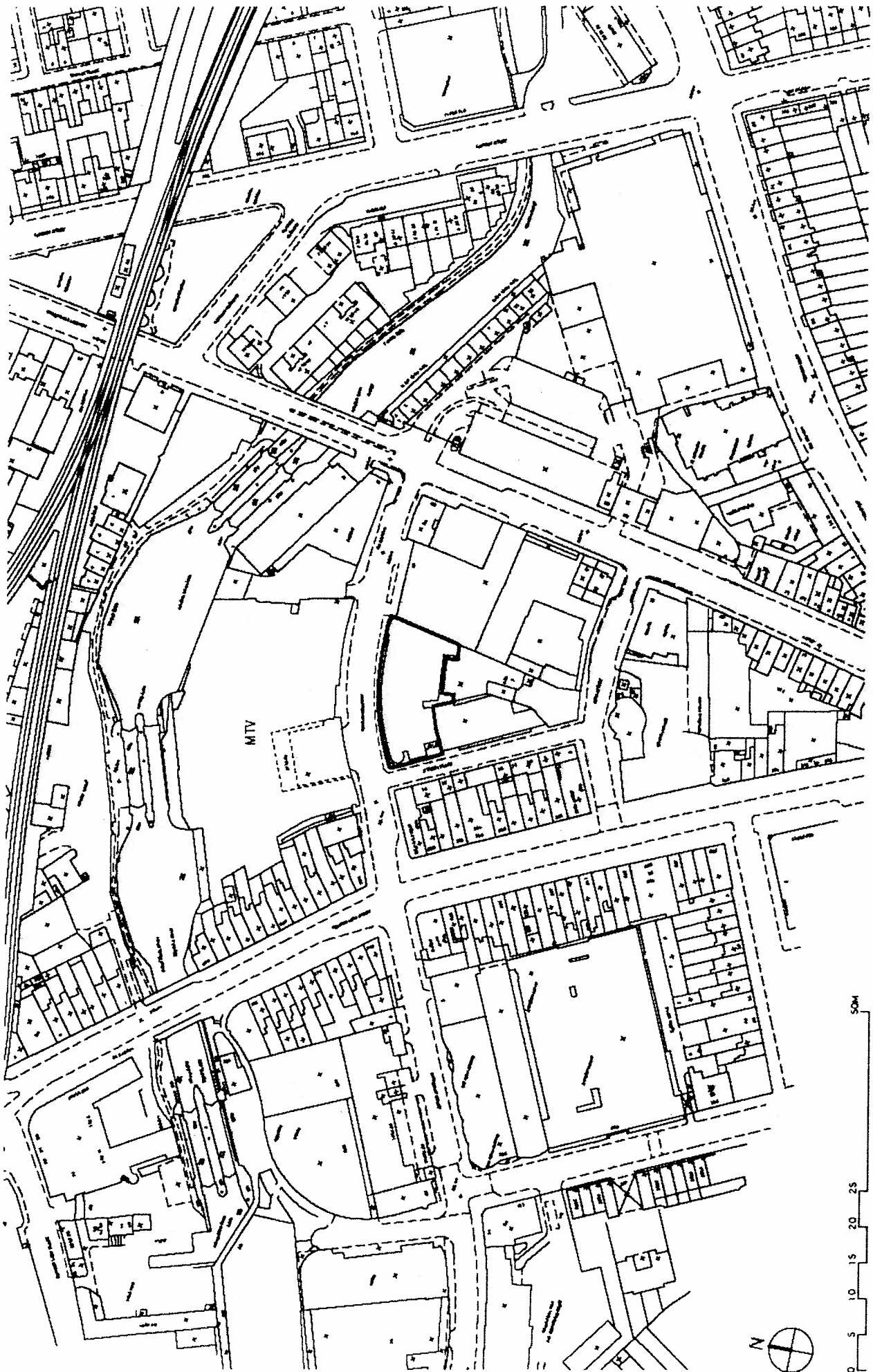
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

R. Alexander

Authorised Signatory



Annex 1
Site Plan



Annex 2
Draft Planning Permission

Gerald Eve LLP
72 Welbeck Street
London
W1G0AY

Application Ref: 2017/1514/P

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
1-11 Hawley Crescent
London
NW1 8NP

PROPOSAL

DECISION
Demolition of existing 3rd and 4th floors, erection of replacement 3 storey roof extension to provide 9 additional residential units (5 x 1 bed, 9 x 2 bed & 1 x 3 bed); refurbishment of facades, replacement plant at 4th floor level and associated internal alterations and reconfiguration.

Drawing Nos: Existing: OUC4-100, OUC4-101, OUC4-102, OUC4-103, OUC4-104, OUC4-105, OUC4-106, OUC4-107, OUC4-200, OUC4-201, OUC4-202, OUC4-300, OUC4-301.

Proposed: OUC4-150-Rev.B, OUC4-151, OUC4-152, OUC4-153-Rev.A, OUC4-154-Rev.B, OUC4-155-Rev.A, OUC4-156-Rev.A, OUC4-157-Rev.A, OUC4-250-Rev.A, OUC4-251-Rev.A, OUC4-252-Rev.A, OUC4-253-Rev.A, OUC4-254, OUC4-255, OUC4-350-Rev.A, OUC4-351, OUC4-400-Rev.A.

Documents: Cover letter dated 15/03/2017, Transport Statement dated 31/08/2016, Environmental Noise Assessment ref: 103203.ph.Issue1, Town Planning Statement dated November 2016, Daylight and Sunlight Report dated August 2016, Townscape Visual Assessment Within the Conservation Area dated 19/08/2016, Design and Access Statement dated 26/10/2017, Thermal Modelling Report for overheating Assessment V2 dated 19/06/2018, Sustainability Statement version 3 dated 01/06/2016, and Energy Strategy Report V4, Dated 20/06/2017.

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:

Existing: OUC4-100, OUC4-101, OUC4-102, OUC4-103, OUC4-104, OUC4-105, OUC4-106, OUC4-107, OUC4-200, OUC4-201, OUC4-202, OUC4-300, OUC4-301.

Proposed: OUC4-150-Rev.B, OUC4-151, OUC4-152, OUC4-153-Rev.A, OUC4-154-Rev.B, OUC4-155-Rev.A, OUC4-156-Rev.A, OUC4-157-Rev.A, OUC4-250-Rev.A, OUC4-251-Rev.A, OUC4-252-Rev.A, OUC4-253-Rev.A, OUC4-254, OUC4-255, OUC4-350-Rev.A, OUC4-351, OUC4-400-Rev.A.

Documents: Cover letter dated 15/03/2017, Transport Statement dated 31/08/2016, Environmental Noise Assessment ref. 103203.ph.Issue1, Town Planning Statement dated November 2016, Daylight and Sunlight Report dated August 2016, Townscape Visual Assessment Within the Conservation Area dated 19/08/2016, Design and Access Statement dated 26/10/2017, Thermal Modelling Report for overheating Assessment V2 dated 19/06/2018, Sustainability Statement version 3 dated 01/06/2016, and Energy Strategy Report V4, Dated 20/06/2017.

- 3 Reason: For the avoidance of doubt and in the interest of proper planning. Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Plan, elevation and section drawings, including jambs, head and cill, of all external windows and doors at a scale of 1:10.

b) Samples and manufacturer's details at a scale of 1:10, of anodized bronze panel.

c) Manufacturer's details and sample panel on-site of no less than 1m by 1m showing

the proposed brick treatment, metal cladding, and any other facing materials.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced. The relevant part of the works shall then be carried in accordance with the approved details, and the details shall be retained on site.

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.

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

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

- 5 Prior to first occupation of the residential units, the refuse and recycling storage areas shall be completed and made available for occupants.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CC5 of the London Borough of Camden Local Plan 2017.

- 6 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle – with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and construction] phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 7 Full details in respect of the green roofs in the areas indicated on the approved plans shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The details shall include species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green/brown roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

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

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

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

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

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

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

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

- 11 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 12 Detailed drawings of the privacy screens, including details of materials, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun. The privacy screens shall be fully provided in accordance with the approved details prior to first occupation, and thereafter retained.

Reason: To ensure an appropriate design and protect the amenity of occupiers of the development and adjoining buildings, in accordance with policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 13 Prior to first occupation of the development hereby permitted, final details of the cycle parking shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall thereafter be implemented in full, in accordance with the approved details, before the use hereby permitted commences, and shall thereafter be retained solely for their designated use.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policies T1 and T2 of the London Borough of Camden Local Plan 2017.

- 14 All residential units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4(2). Evidence demonstrating compliance should be submitted to the Council prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the London Borough of Camden Local Plan 2017.

- 15 Unit 'B-Apartment 2' as indicated on plan number QUC4/54 Rev B hereby approved, shall be designed and constructed in accordance with Building Regulations Part M4(3)(2b). Evidence demonstrating compliance should be submitted to the Council prior to occupation.

Reason: To ensure that the wheelchair units would be capable of providing adequate amenity in accordance with policy H6 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing

Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS
(Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 3 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £45,300.00 (906sqm x £50) for the Mayor's CIL and £453,000.00 (906sqm x £500) for the Camden CIL.

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

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 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.

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

Executive Director Supporting Communities