

DATED

21st May

2002

WICKSTON LIMITED

-and-

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

AGREEMENT

Relating to land known as
34A-36 Kilburn High Road, London NW6
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
and Section 278 of the Highways Act 1980

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1947
Fax: 020 7974 5659

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THE UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS

OFFICE OF THE DEAN

1100 EAST 58TH STREET

CHICAGO, ILL. 60637

TEL: 773-707-5000

FAX: 773-707-5001

ADMISSIONS
OFFICE OF THE DEAN
1100 EAST 58TH STREET
CHICAGO, ILL. 60637
TEL: 773-707-5000
FAX: 773-707-5001

OFFICE OF THE DEAN
1100 EAST 58TH STREET
CHICAGO, ILL. 60637
TEL: 773-707-5000
FAX: 773-707-5001

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FAX: 773-707-5001

THIS AGREEMENT is made the 21st day of

May

2002

BETWEEN:

1. **WICKSTON LIMITED** (incorporated in the British Virgin Islands) whose address is care of 9 Wimpole Street London W1G 9SG (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry under title number NGL779489 as the freehold proprietor with Title absolute free from encumbrances of the Property.
- 1.2 The Council is the local planning authority for the purposes of the Act.
- 1.3 The Owner is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 A Planning Application in respect of the Property was submitted to the Council on 1st March 2000 in revised form and granted permission conditionally under reference number PW9902721/R2 subject to conclusion of this legal agreement.
- 1.5 The Council 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act

2. **DEFINITIONS**

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

- 2.1 "the A1 Floorspace" the area within the Development marked Retail Unit on Plans 1007-01-D and 1007-02-D forming part of the Application to be used for uses within Class A1 of the Use Classes Order
- 2.2 "the A3 Floorspace" the area within the Development marked wine bar on Plan 1007-01-D forming part of the Application to be used for uses within Class A3 of the Use Classes Order
- 2.3 "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act.
- 2.5 "the Application" the planning application submitted to the Council on 1st March 2000 and granted permission conditionally under reference number PW9902721/R2 subject to conclusion of this legal agreement.
- 2.6 "the B1 Floorspace" the area within the Development marked office accommodation on the Plan 1007/03/D forming part of the Application to be used for uses within Class B1 of the Use Classes Order
- 2.7 "the C1 Floorspace" the areas within the Development on the second, third and fourth floors on the Plan 1007/03/D-04/D forming part of the Application to be used for uses within Class C1 of the Use Classes Order
- 2.8 "Coach" passenger service vehicles in excess of 5 metres in length or with passenger capacity in excess of 7 people)

- 2.9 "the D2 Floorspace" the area within the Development marked health centre on Plan 1007/01/D forming part of the Application to be used for uses within Class D2 of the Use Classes Order
- 2.10 "the Development" redevelopment of the Property to provide a 5 storey building with 3 basement levels comprising a Class C1 40 bedroom hotel, 2 Class A1 retail units, Class A3 winebar, Class D2 health club, Class B1 offices, plus underground parking for ten cars and a rear loading bay as shown on drawing numbers 8 unnumbered existing plans; 1007/01/D-04D, 06/D-08/D; floorspace schedules 1007/KHR749,750; design report dated 1.3.2000 (1007/khr751)
- 2.11 "Floorspace Area" the A1 Floorspace, the A3 Floorspace, the B1 Floorspace, the C1 Floorspace and the D2 Floorspace
- 2.12 "the Green Travel Plans" a plan setting out a package of workplace measures to be adopted by the Owner in the management of each Floorspace Area incorporating provisions addressing the elements set out in the First Schedule hereto with a view to reducing commuting and work related trips and servicing by thirty per cent within three years by promoting the use of environmentally friendly forms of transport.
- 2.13 "Guests" paying guests staying at the Property .
- 2.14 "the Hotel Management Plan" a plan for the effective management of the Development in planning and highways terms so as to ensure (inter alia) that:
- (i) no Guests arriving at or leaving the Development in a Coach or being part of a Coach party may stay at the Development and in the event of the Owner discovering that any Guest has been picked up or

dropped within 7 metres of the Development by a Coach the Owner to terminate their stay at the Property forthwith

(ii) no part of the C1 Development may be used for seminars conferences, music and dancing, banquets, events, social gatherings, meetings or seminars or functions of any description or other public meeting other than music and dancing (within the D2 unit) and music (within the A3 and C1 units) this requirement being to prevent environmental disturbance

(iii) at no time may any part of the Development be used for the sale of food of any description (whether for consumption within or outside the Development) other than sales of food to Guests within the A3 Floorspace.

(iv) mechanisms to secure and monitor compliance with (i) to (iii) above are established and such documentary and other evidence as is reasonably required to demonstrate such compliance is produced and retained

2.15 "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" herein shall be taken to mean implementation by the carrying out of a material operation as defined in Section 56 of the Act

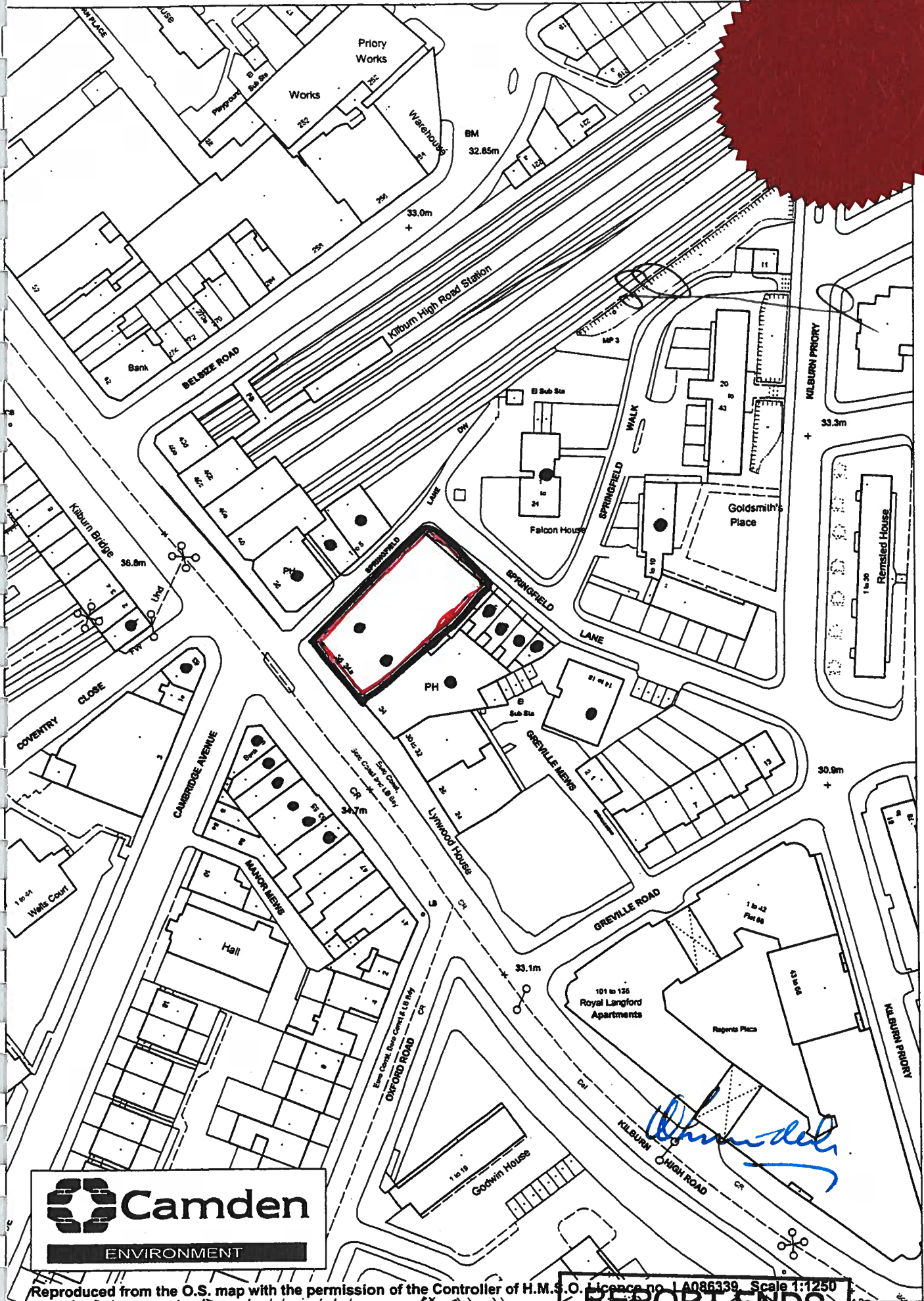
2.16 "Occupation Date"

the first date when any part of the Development is either occupied or opened for business

2.17 "the Property"

34A-36 Kilburn High Road, London NW6 as the same is shown edged in red for identification purposes only on the Plan attached hereto.

PWX0002446



Camden

ENVIRONMENT

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REPORT ENDS

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- 2.18 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto in respect of the Property
- 2.19 "the Traffic Management Contribution" the sum of £2,000 (Two thousand pounds) to be applied by the Council in the event of receipt in carrying out such traffic management works and associated works in the vicinity of the Property as the Council reasonably considers necessary as a consequence of the carrying out of the Development including costs incurred in relocating four on-street resident's parking bays in Springfield Lane at the rear of the Property.
- 2.20 "the Use Classes Order" Schedule 2 of the Town and Country Planning (Use Classes) Order 1987.

NOW THIS DEED WITNESSETH as follows:-

3. 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 the Property from the Owner and in so far as it is not a planning obligation its permissions shall be enforceable as under Section 278 of the Highways Act 1980.
- 3.1 This Agreement is entered into pursuant to Section 106 of the Act and each of the obligations created by this Agreement constitutes a planning obligation for the purposes of the said Section 106.
- 3.2 It is hereby agreed between the parties that save for the provisions of clauses 1, 2, 3, 4, 8 and 9 below which shall come into effect on the date hereof covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date ALWAYS PROVIDED that such covenants undertakings and obligations shall only relate to the Owner's ownership of that part of the Site to which they are expressed to relate.

4. The Council hereby agrees to grant the Planning Permission on the date hereof

5. THE TRAFFIC MANAGEMENT CONTRIBUTION

The Owner covenants with the Council that on or prior to the Implementation Date it shall pay to the Council the Traffic Management Contribution.

6. THE HOTEL MANAGEMENT PLAN

The Owner covenants with the Council that on or prior to the Implementation Date the Owner shall submit the Hotel Management Plan to the Council for approval and that the Development shall at no time be occupied or managed otherwise than in strict accordance with the terms of a version of the Hotel Management Plan approved by the Council in accordance with the requirements of this Agreement.

7. THE GREEN TRAVEL PLANS

- 7.1 The Owner covenants with the Council that it shall in respect of each Floorspace Area submit a draft of the relevant Green Travel Plan in respect of such Floorspace Area on or prior to the earliest date when any part of such Floorspace Area is occupied for any purpose (save for construction and fitting out purposes).

- 7.2 The Owner covenants with the Council in respect of each Floorspace Area that from a date three months from the earliest date when any part of each Floorspace Area is occupied no part of such Floorspace Area shall be occupied for any purpose same in accordance with the version of the relevant Green Travel Plan approved by the Council in respect of such Floorspace Area.

8. NOTICE TO THE COUNCIL/OTHER MATTERS

- 8.1 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.
- 8.2 The Owner shall give written notice to the Council on or prior to the Occupation Date specifying that occupation of the Development has taken or is about to take place.

8.3 The Owner shall in respect of each Floorspace Area give written notice to the Council on or prior to the date that any part of such Floorspace Area is occupied for any purpose save for construction or fitting out specifying that occupation of such Floorspace Area has taken or is about to take place.

8.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and that it 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.

9. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-

9.1 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity

9.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval 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, Sites and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP and in the case of notice or approval to the Owner shall be addressed to the Owner's registered offices for the time being.

9.3 Payment of the Traffic Management Contribution shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors client account cheque within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the Contribution relates such letter and identifying which portion of the amount relates to any sum calculated to take account of inflation in accordance with the terms of this Agreement to be addressed to the Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ.

- 9.4 This Agreement shall be registered as a Local Land Charge.
- 9.5 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.
- 9.6 The Owner hereby covenants with the Council that it will within 28 days from the date hereof lodge its Land or Charge Certificates in relation to the Property with HM Land Registry and apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the Property.
- 9.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and 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.
- 9.8 Any sums referred to in this Agreement as payable or to be applied by the Owner 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 being equal to the original sum payable multiplied by a figure being a fraction of which All Items Index of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.
- 9.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
- 9.10 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 reasonable requests to provide documentation (at the

Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

9.11 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.

9.12 Insofar as different parts of the Property are owned or become owned by different persons and therefore the term "the Owner" consequently comprises more than one person the Owner covenants with the Council on behalf of any successors in title that each such person who owns an interest in the Property shall co-operate insofar as they are able with all other persons holding an interest in the Site and shall do anything reasonably necessary so as to ensure that the covenants herein expressed to be made on behalf of "the Owner" are fulfilled as expeditiously as possible.

IN WITNESS whereof the Owner and the Council have caused their respective common seals to be affixed the day and year first above written.

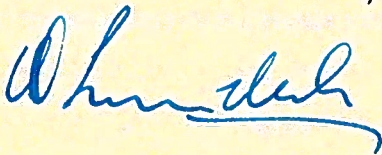
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
affixed by Order:-


Authorised Signatory

THE COMMON SEAL OF
WICKSTON LIMITED
was hereunto affixed
in the presence of:-

Director

Director/Secretary





FIRST SCHEDULE

Part I: Components of the Green Travel Plan

The Green Travel Plan will be a basis for promoting sustainable travel to and from the Development.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

(For further advice on developing a Green Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.local-transport.dtlr.gov.uk/travelplans/index.htm.)

Green Travel. The Owner will implement the Green Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up to the Green Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan.

Review, management, promotion.

1. annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
2. regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material as appropriate and by making copies of the Green Travel Plan available to staff and members at the Development.
3. ongoing senior management commitment and consultation with staff and occupants of the Property

4. a designated staff travel co-ordinator within the Development to be responsible for implementing the Green Travel Plan
5. a communications strategy within the Development about the benefits of the Green Travel Plan

Emission/vehicle reduction initiatives

1. use of alternatively-fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener- fuelled vehicle grants
2. establishment of electric vehicle recharging points
3. review and development of criteria to reduce car allowances
4. measures to prevent the use of staff car parking and permits in and around the Development
5. setting up and continuing operation of a work place green vehicles pool for work related trips
6. writing to all suppliers/distributors to request that deliveries/collections are undertaken by "green" vehicles (i.e electric and LPG)

Public Transport Initiatives

1. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.transportforlondon.gov.uk / www.nationalrail.co.uk)
2. Provide staff with interest-free annual season ticket / travelcard loans for travel on buses, the underground, trains and trams
3. Work with the Council and public transport operators to improve routes

Cycle initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit workplace cycle parking
2. Changing and showering facilities
3. Cycle allowance for work-related journeys
4. Cycle and equipment loans and insurance
5. Cycle repair facilities
6. Cycle pool for work-related journeys
7. Work with the Council to improve cycle routes to/from worksite

Other initiatives

1. Encourage walking through the provision of information on the best pedestrian routes to and from the worksite for staff and visitors
2. Consider the use of partial homeworking / teleworking /teleconferencing
3. Use taxis as appropriate

PART II: Review and Monitoring of the Green Travel Plan

The Owner shall ensure that the GTP contains arrangements for the review and monitoring of the Green Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Green Travel Plan by agreement in the light of developing circumstances.

1. **Review the Development's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with employees**

This will involve meeting employees of the Development to promote the concept of a Green Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User/ Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Green Travel Plan.

5. **Monitor and Review**

The Green Travel Plan will secure an ongoing process of continuous improvement. Each version of the Green Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Green Travel Plan is being in maximising the use of sustainable transport.

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**Development Control
Planning Services**
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1975

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Alastair Ritchie Architects
14 Princes Street
Oxford
OX4 1DD

Application No: PW9902721/R2
Case File: J5/16/1

Date

Dear Sir(s)/Madam

DECISION

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure)
Order 1995
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address :
34A-36 KILBURN HIGH ROAD, NW6

Date of Application : 01/03/2000

Proposal :

Redevelopment of site to provide a 5 storey building with 3 basement levels, comprising a 40 bedroom hotel, 2 Class A1 retail units, Class A3 winebar, Class D2 health club, Class B1 offices, plus underground parking for 10 cars and a rear loading bay,

As shown on drawing numbers; 8 unnumbered existing plans; 1007/01/D-04/D, 06/D-08/D; floorspace schedules 1007/KHR749,750; design report dated 1.3.2000 (1007/KHR751).

The Council has considered your application and decided to grant permission subject to the following conditions:

Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Standard Reason:

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.



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**Development Control
Planning Services**
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1975

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Additional conditions:

- 1 The details of the elevations and facing materials to be used on the building shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.
- 2 The detailed design of the inset shopfronts to be installed on the ground floor of the Kilburn High Road frontage shall not be otherwise than as shall have been submitted to and approved by the Council.
- 3 The development shall be constructed in strict accordance with the drawings hereby approved or drawings which are subsequently approved pursuant to conditions which are attached to this planning permission.
- 4 Details of the proposed roof plant shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.
- 5 The proposed retail units, as shown on drawing nos. 1007/01D,02D hereby approved, shall be only used as 2 separate retail units and shall not be amalgamated into one single unit without the prior express approval of the Council.
- 6 The proposed health centre on the basement, as shown on drawing No 1007/01/D hereby approved, shall be used only for a health club/gymnasium and for no other purposes within Class D2 of the Schedule of the Town and Country Planning (Use Classes) Order 1987) or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order.
- 7 The rear access to the building from Springfield Lane, as shown on drawing no. 1007/02/D hereby approved, shall not be used by the general public and shall only be used as an emergency exit for all floors.
- 8 No process shall be carried on or machinery installed which is not such as could be carried on or installed in any residential area without detriment to the amenity of that area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust or grit.



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Planning Services**
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1975

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- 9 No music shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.
- 10 At 1 metre outside the windows of any habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels, expressed in dB(A), at such locations. Where the noise from the plant and machinery is tonal in character the differences between these levels shall be at least 10dB(A).
- 11 The extract ventilating system shall be provided with acoustic isolation to prevent the transmission of noise and or vibration to any other parts of the building and adjoining premises.
- 12 The Class A3 use hereby permitted shall not be carried out outside the following times: 8am-11pm Mondays to Saturdays. It shall not be carried out at any time on Sundays or Bank Holidays.
- 13 Details of the provision for access for disabled persons in compliance with the provisions of Section 4 of the Chronically & Sick and Disabled Persons Act 1970 and the 1985 Building Regulations (as amended by the Building (Disabled People) Regulations 1987) shall not be otherwise than as shall have been approved by the Council before any work on the site is commenced.
- 14 Details of the design and location of the proposed 24 cycle stands at basement and ground floors, as shown on drawing nos. 1007/01D,02D, shall be submitted to and approved by the Council before works commence on site. The cycle stands shall be implemented in accordance with these details prior to occupation of the building, and thereafter permanently maintained.
- 15 The area of the 3rd floor roof adjoining the proposed hotel bedrooms shall not be used as a roof terrace.



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**Development Control
Planning Services**

London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1975

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- 16 Details of measures, such as a lift attendant, to control the operation of the carlift at the rear of the building and to control the departure of vehicles from both the carlift and the adjoining service bay, shall be submitted to and approved by the Council before the occupation of the new building. The approved details shall be implemented prior to occupation of the building and thereafter permanently maintained.
- 17 Details of pedestrian warning signs, to be erected adjoining the proposed carlift and service bay in Springfield Lane, shall be submitted to and approved by the Council before the occupation of the new building.
The approved details shall be implemented prior to occupation of the building and thereafter permanently maintained.
- 18 Details of the proposed management of service vehicles arriving at and departing from the proposed service bay, such as the employment of an attendant or use of a servicing schedule, shall be submitted to and approved by the Council before the occupation of the new building. The approved details shall be implemented prior to occupation of the building and thereafter permanently maintained.
- 19 No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the curtilage of the building.
- 20 The areas shown on the approved drawings as parking, access, loading and manoeuvring areas shall be provided and shall not be used other than for the purposes shown.
No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the curtilage of the building
- 21 Details of new external street lighting and vehicular security gates, to be installed on both side and rear frontages of the proposed building, shall be submitted to and approved by the Council before occupation of any part of the new building. The approved details shall be implemented prior to occupation of any part of the building and thereafter permanently maintained.



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- 17 In order to prevent any safety hazard to pedestrians.
- 18 To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises.
- 19 To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises.
- 20 To ensure the availability of the facilities in accordance with the approved scheme.
- 21 To safeguard the amenities of the adjoining premises and the area generally, and in the interests of community safety.

Informatives (if applicable)

- 1 The Council's Engineering Service should be consulted regarding the construction of the crossover on the public highway and any other work to, under or over the public highway, including vaults and thresholds. The Section dealing with these matters is located at Camden Town Hall, Argyle Street, London WC1H 8EQ, (tel: 020 7278 4444).
- 2 You are advised that condition 12 means that no customers shall be on the premises and no activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 3 There is a statutory requirement to provide sanitary conveniences for people with disabilities in compliance with the provisions of Section 4 of the Chronically Sick and Disabled Persons Act 1970 and the 1985 Building Regulations (as amended by the Building (Disabled People) Regulations 1987). You are advised to consult the Streets Management Building Control Section, Camden Town Hall, Argyle Street WC1H 8EQ. (tel:020 7974 6100)
- 4 Your proposals may be subject to control under the Building Act 1984, the Building Regulations and the London Building Acts: 1930-82, and you are advised to consult the Council's Streets Management Building Control Service, located at Camden Town Hall Argyle Street, WC1H 8EQ. (Tel: 020 7974 6941)



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- 5 Your attention is drawn to the need to consult the Council's Waste Management Service, Camden Town Hall, Argyle Street London, WC1H 8EQ, (tel:020 7278 4444) regarding arrangements for the disposal of refuse.
- 6 Your attention is drawn to the need for compliance with the requirements of the Council's Environmental and Commercial Service, (Pollution Team), Camden Town Hall, Argyle Street London WC1H 8EQ, (tel:020 7278 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.
- 7 Works of construction and ancillary activity should not take place other than between the hours of 08.00am to 18.00 pm on Monday to Friday and 08.00am to 13.00pm on Saturday, with no working on Sunday or Bank Holidays, in order to comply with locally enforced standards.
- 8 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) Regulations 1992. Application forms may be obtained from the Council's One Stop Reception, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ. (Tel 020 7278 4444)
- 9 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939
- 10 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Street Environment Service (Recycling) on 020 7974 1553.
- 11 Your attention is drawn to the need to comply with the requirements of Railtrack for work affecting their property, as contained in their letter to the Council dated 24.3.99.



THRU

**Development Control
Planning Services**

London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1975

DRAFT

- 12 In good time, prior to the start of demolition and construction on site, the contractor shall discuss and agree with the Council's Street Management Traffic Management Section (tel:020-7974 5629) 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.
- 13 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.

This application was dealt with by Charles Thuaire on 020 7974 5867.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

M.W. Gilks

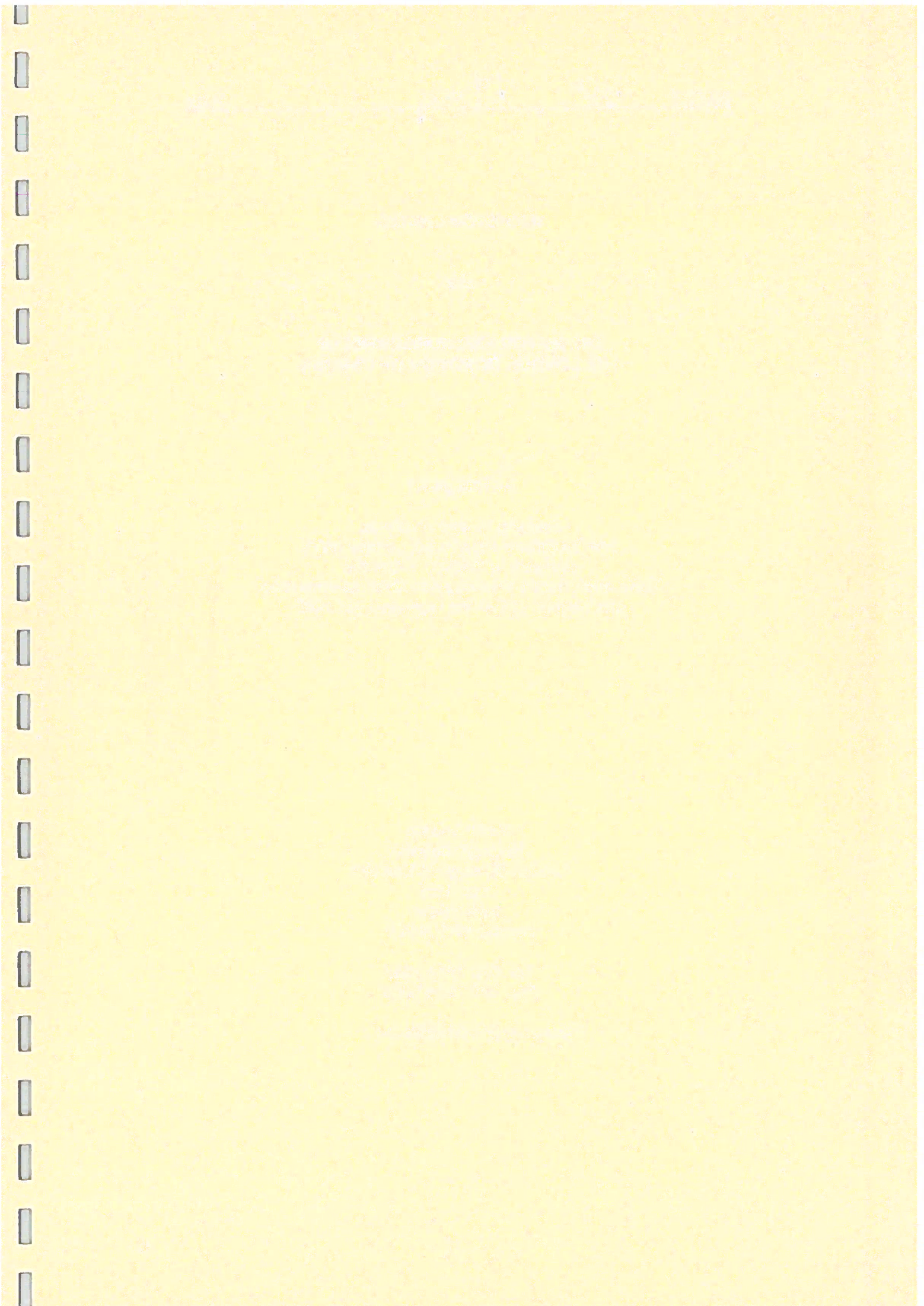
Environment Department

(Duly authorised by the Council to sign this document)

DecfplanWC/TPFU



7470



DATED

21st

May

2002

WICKSTON LIMITED

-and-

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

AGREEMENT

Relating to land known as
34A-36 Kilburn High Road, London NW6
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
and Section 278 of the Highways Act 1980

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1947
Fax: 020 7974 5659

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