

DATED 21 December 2018

(1) ALEXANDER RUPERT WEST and ELSPETH MARY WEST

and

<sup>uk</sup>  
(2) HSBC BANK PLC

and

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

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

relating to land known as

34A KING HENRYS ROAD, LONDON NW3 3RP

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

and

Section 278 of the Highways Act 1980

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
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THIS AGREEMENT is made the 21<sup>st</sup> day of December 2018

**BETWEEN:**

A. **ALEXANDER RUPERT WEST and ELSPETH MARY WEST** of 34a King Henrys Road, London NW3 3RP (hereinafter called "the Leaseholder") of the first part

B. <sup>UK</sup> **HSBC BANK PLC** (Co. Regn. No. <sup>9928412</sup> ~~14259~~) whose registered office is at 8 Canada Square, London, E14 5HQ (hereinafter called "the Mortgagee") of 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 Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL708524 subject to a charge to the Mortgagee.

1.2 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 The Council is registered at the Land Registry as the freehold proprietor with Title Absolute of the Property under Title Number NGL260816.

1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 9 June 2017 and the Council resolved to grant permission conditionally under reference number 2017/3029/P subject to the conclusion of this legal Agreement.

1.5 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.

- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Leaseholder 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 NGL708524 and dated 8 May 2015 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

- |     |   |  |
|-----|---|--|
| 2.1 | "the Act"                                     | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "the Agreement"                               | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3 | "Basement Approval in Principle Application"  | an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter |
| 2.4 | "Basement Approval in Principle Contribution" | the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the   |

assessment by the Council's Highways Structural team of the Basement Approval in Principle Application

- |     |   |  |
|-----|---|--|
| 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 | "Construction Management Plan"            | <p>a plan setting out the measures that the Owner will adopt in undertaking 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> <ul style="list-style-type: none"><li>(i) a statement to be submitted to Council giving details 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 building out of the Development;</li><li>(ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</li><li>(iii) 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);</li></ul> |

		<ul style="list-style-type: none"> <li>(iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and</li> <li>(v) 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</li> </ul>
2.7	"the Construction Management Plan Implementation Support Contribution"	the sum of £1,140 (one thousand, one 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
2.8	"the Construction Phase"	<p>the whole period between</p> <ul style="list-style-type: none"> <li>(i) the Implementation Date and</li> <li>(ii) the date of issue of the Certificate of Practical Completion</li> </ul>
2.9	"the Council's Considerate Contractor Manual"	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
2.10	"the Development"	<p>single storey rear and side extension and excavating at the front to enlarge the basement as shown on drawing numbers:- 1079_D: 000A (OS Extract); 001A; 100A; 101A; 102B; 104A; 200A; 201B; 202B; 203B; 300A; 301A; 302A; 303A; 304B; 305B.</p> <p>Basement Impact Assessment dated May 2017 (BIA/7806).</p>

- 2.11 "the Highways Contribution" the sum of £9,071 (nine-thousand and seventy-one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-
- (a) repair of any damage to the footway and carriageway directly adjacent to the King Henry's Road frontage of the Property; and
  - (b) any other works the Council acting reasonably considers necessary as a direct result of the Development
- all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
- 2.12 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.13 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.14 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- |      |   |  |
|------|---|--|
| 2.15 | "the Parties"                             | mean the Council, the Leaseholder and the Mortgagee  |
| 2.16 | "the Planning Application"                | a planning application in respect of the development of the Property submitted to the Council and validated on 9 June 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3029/P subject to conclusion of this Agreement |
| 2.17 | "Planning Obligations Monitoring Officer" | a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof                                  |
| 2.18 | "the Planning Permission"                 | a planning permission granted for the Development substantially in the draft form annexed hereto   |
| 2.19 | "the Property"                            | the land known as 34A King Henrys Road, London NW3 3RP the same as shown shaded grey on the plan annexed hereto  |
- 2.1 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

**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 Leaseholder as provided herein and against any person deriving title to any part of the Property from the Leaseholder and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers PROVIDED HOWEVER that the Council

shall not be bound by the obligations of the Leaseholder in this Agreement insofar as it is the freehold owner and the obligations of the Leaseholder contained herein will only be bound to the freehold proprietor deriving title to the freehold of the Property from the Council and any subsequent derivatives of title thereafter.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Leaseholder 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 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

#### **4. OBLIGATIONS OF THE LEASEHOLDER**

The Leaseholder hereby covenants with the Council as follows:-

#### **4.1 BASEMENT APPROVAL IN PRINCIPLE**

##### **4.1.1 On or prior to the Implementation Date to:-**

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

##### **4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:**

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

#### **4.2 CONSTRUCTION MANAGEMENT PLAN**

##### **4.2.1 On or prior to the Implementation Date to:**

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

##### **4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:**

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

##### **4.2.3 The Leaseholder 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 Leaseholder 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 pay to the Council the Highways Contribution in full.
- 4.3.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.3.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.3.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.3.5 The Leaseholder acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.3.6 On completion of the Highway Works the Council may provide to the Leaseholder a certificate specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works.
- 4.3.7 If the Certified Sum exceeds the Highway Contribution then the Leaseholder shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.3.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

**5. NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Leaseholder 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 Leaseholder shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/3029/P the date upon which the Development will be ready for Occupation.
- 5.3 The Leaseholder 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 Leaseholder 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 Leaseholder's possession (at the Leaseholder's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Leaseholder agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Leaseholder 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 Leaseholder in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Leaseholder to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations

Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/3029/P.

- 5.7 Payment of the Basement Approval in Principle Contribution Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clause 4 of this Agreement shall be made by the Leaseholder to the Council sending the full amount via electronic transfer (where practicable). The Leaseholder shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/3029/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Leaseholder.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2017/3029/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 Leaseholder 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 Leaseholder hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties

and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Leaseholder or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

## **7. MORTGAGEE EXEMPTION**

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

## **8. JOINT AND SEVERAL LIABILITY**


- 8.1 All Covenants made by the Leaseholder(s) in this Agreement are made jointly and severally and shall be enforceable as such.


9. **RIGHTS OF THIRD PARTIES**

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

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

**EXECUTED AS A DEED BY  
ALEXANDER RUPERT WEST  
in the presence of:**

)  
)  
) 

  
.....  
**Witness Signature**

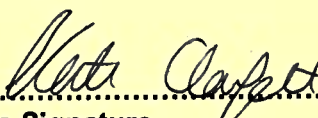
**Witness Name:** KATE CLARPERT

**Address:** 14 Clifford Street, London, W1S 4JU

**Occupation:** Assistant

**EXECUTED AS A DEED BY  
ELSPETH MARY WEST  
in the presence of:**

)  
)  
) 

  
.....  
**Witness Signature**

**Witness Name:** KATE CLARPERT

**Address:** 14 Clifford Street, London, W1S 4JU

**Occupation:** Assistant

**THIS DEED OF POWER OF ATTORNEY** is made on 1 July 2018 by:

**HSBC BANK PLC**, (registered number 00014259) a public limited company incorporated under the laws of England and Wales, whose registered office is at 8 Canada Square, London, E14 5HQ (the **Principal**)

**IN FAVOUR OF HSBC UK BANK PLC**, (registered number 09928412) a public limited company incorporated under the laws of England and Wales, whose registered office is at 8 Canada Square, London, E14 5HQ (the **Attorney**).

**WHEREAS:**

- (A) Pursuant to Part VII of the UK Financial Services and Markets Act 2000, the High Court of England and Wales has approved the ring-fencing transfer scheme (the **RFTS**) effected by the Principal and the Attorney pursuant to which substantially all of the Principal's UK retail and commercial businesses as described in the RFTS (the **Business**) will be transferred to the Attorney on the date that the RFTS takes effect (the **RFTS Effective Date**).
- (B) To support the transfer of the Business, the Principal is granting the Attorney this power of attorney with effect from the RFTS Effective Date.

**NOW THIS DEED WITNESSETH** as follows:

1. With effect from the RFTS Effective Date the Principal **HEREBY APPOINTS** the Attorney to be its true and lawful attorney and to act in the Principal's name to do any of the following acts, deeds, matters or things which are within the powers of the Principal in connection with the Business and in order to support and facilitate the transfer of the Business:
  - (a) execute, sign, seal and deliver any agreement, deed or other document relating to the Business including, without limitation, as required to transfer, assign or convey legal title to any part of the Business to the Attorney;
  - (b) exercise all the powers of the Principal in relation to the Business including, without limitation, to demand, sue for, recover and receive all monies due and payable in respect of the Business and any other related right;
  - (c) discharge any security granted by any person in connection with the Business and to negotiate, sign, seal, deliver and execute such receipts, releases, surrenders, discharges, instruments and deeds (including both public and private documents) as may be requisite or advisable in order to:
    - (i) terminate, extinguish, discharge or release any such security and execute any related letter of payment, termination document or any document related thereto; and
    - (ii) raise any document related to the termination, extinguishment, discharge, release of any document executed under this power of attorney to the status of a public document;
  - (d) execute all documents and implement all electronic notifications of discharge to any public registry including, without limitation, Her Majesty's Land Registry, necessary for the purpose of releasing or discharging any security granted by any person in connection with the Business;

- (e) accept, amend, ratify or revoke any irrevocable powers of attorney granted in favour of the Principal and which relate to the Business, as well as exercise the actions referred therein, on the terms and conditions which the Attorney may freely agree;
  - (f) request the registration and file for registrations any document relating to the Business, and execute and file for registration any further public or private documents of amendment, rectification, novation or ratification in the relevant registry and do any other act or thing which the Attorney considers necessary for the purpose of or in connection with the above, including filing, signing and processing any form or document required;
  - (g) appear before public notaries, registrars or any state, autonomous or local authorities and execute and/or grant and file any forms, public or private documents necessary in connection with the Business and actions referred herein in relation to any action authorised under this power of attorney; and
  - (h) execute and deliver and/or do any and all deeds, agreements, documents, acts and things which the Attorney considers necessary to give effect to the matters set out in the above sub-paragraphs.
2. The Attorney shall have the power by writing under its hand by an officer of the Attorney from time to time to appoint a substitute or delegate who shall have power to act on behalf of the Principal as if that substitute shall have been originally appointed Attorney by this power of attorney (including the power of further substitution) and/or to revoke any such appointment at any time without assigning any reason therefor.
  3. The Attorney may delegate to one or more person all or any of the powers referred to in Clause 1 of this power of attorney on such terms as it thinks fit and may revoke any such delegation at any time.
  4. The Principal hereby agrees at all times hereafter to ratify and confirm any lawful acts of the said Attorney properly taken under, pursuant to and in all regards in accordance with Clause 1 of this power of attorney.
  5. This power of attorney (and any non-contractual obligations arising out of or in connection with it) shall be governed by English law, and the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with it (including in relation to non-contractual obligations).
  6. A person who is not a party to this Power of Attorney may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.


**IN WITNESS** whereof the Principal has executed and delivered this document as a deed the day and year first before written.

acting by its authorised signatory

)  
)  
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)  
)  
)

Anne Linett

**in the presence of:**

  
.....  
(Witness Signature)

(Witness' Name) Tom Harley

8 Canada Square, E14 2HQ  
(Witness' Address)



(

(

BY THIS POWER OF ATTORNEY given the fourteenth day of December two thousand and seventeen HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London E14 5HQ appoints **SUSAN BROWN** to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:


1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;

and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers.

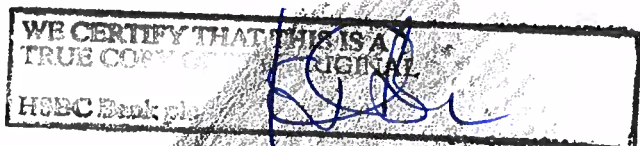
This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written.

The COMMON SEAL of HSBC BANK plc was hereunto affixed in the presence of:

  
.....  
Authorised Signatory

  
.....  
Authorised Counter Signatory





CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 34A KING HENRYS ROAD,  
LONDON NW3 3RP

EXECUTED AS A DEED BY )  
HSBC BANK PLC )  
by )  
in the presence of:- )

.....

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



.....  
*R. Alexander*  
.....  
Authorised Signatory

Signed as a Deed by:- SUSAN BROWN

Susan Brown

As Attorney for HSBC UK Bank plc  
In the presence of:-

*TERENCE ROY GREENWOOD*  
TERENCE ROY GREENWOOD

HSBC UK Bank plc  
PO Box 6308, Coventry CV3 9LB

**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**

# NORTHGATE SE GIS Print Template



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Per Pro  
HSBC UK Bank plc  
Manager Susan Brown

Ter Pro  
HSBC UK Bank plc  
Maastricht

Studio 415, The Lightbulb  
1 Filament Walk  
Wandsworth  
SW18 4GQ

Application Ref: **2017/3029/P**

8 November 2018

Dear Sir/Madam

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

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

Address:  
**34 A King Henry's Road**  
London  
NW3 3RP

**DECISION**  
Proposal:

Single storey rear and side extension and excavating at the front to enlarge the basement.  
Drawing Nos: 1079\_D: 000A (OS Extract); 001A; 100A; 101A; 102B; 104A; 200A; 201B;  
202B; 203B; 300A; 301A; 302A; 303A; 304B; 305B.  
Basement Impact Assessment dated May 2017 (BIA/7806).

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

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

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

Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 [and D2 if in CA] of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

1079\_D: 000A (OS Extract); 001A; 100A; 101A; 102B; 104A; 200A; 201B; 202B; 203B; 300A; 301A; 302A; 303A; 304B; 305B.

Basement Impact Assessment dated May 2017 (BIA/7806).

Reason:

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

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2(if in CA) and A5 of the London Borough of Camden Local Plan 2017.

- 5 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction" and should include details of appropriate working processes in the vicinity of trees, and details of an auditable system of site monitoring. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the Camden Local Plan 2017.

- 6 Any trees which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar species, unless the local planning authority gives written consent to any variation.

Reason: To ensure to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the 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 This consent 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 and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain a licence for skips or scaffolding on the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email [highwayengineering@camden.gov.uk](mailto:highwayengineering@camden.gov.uk)
- 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 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

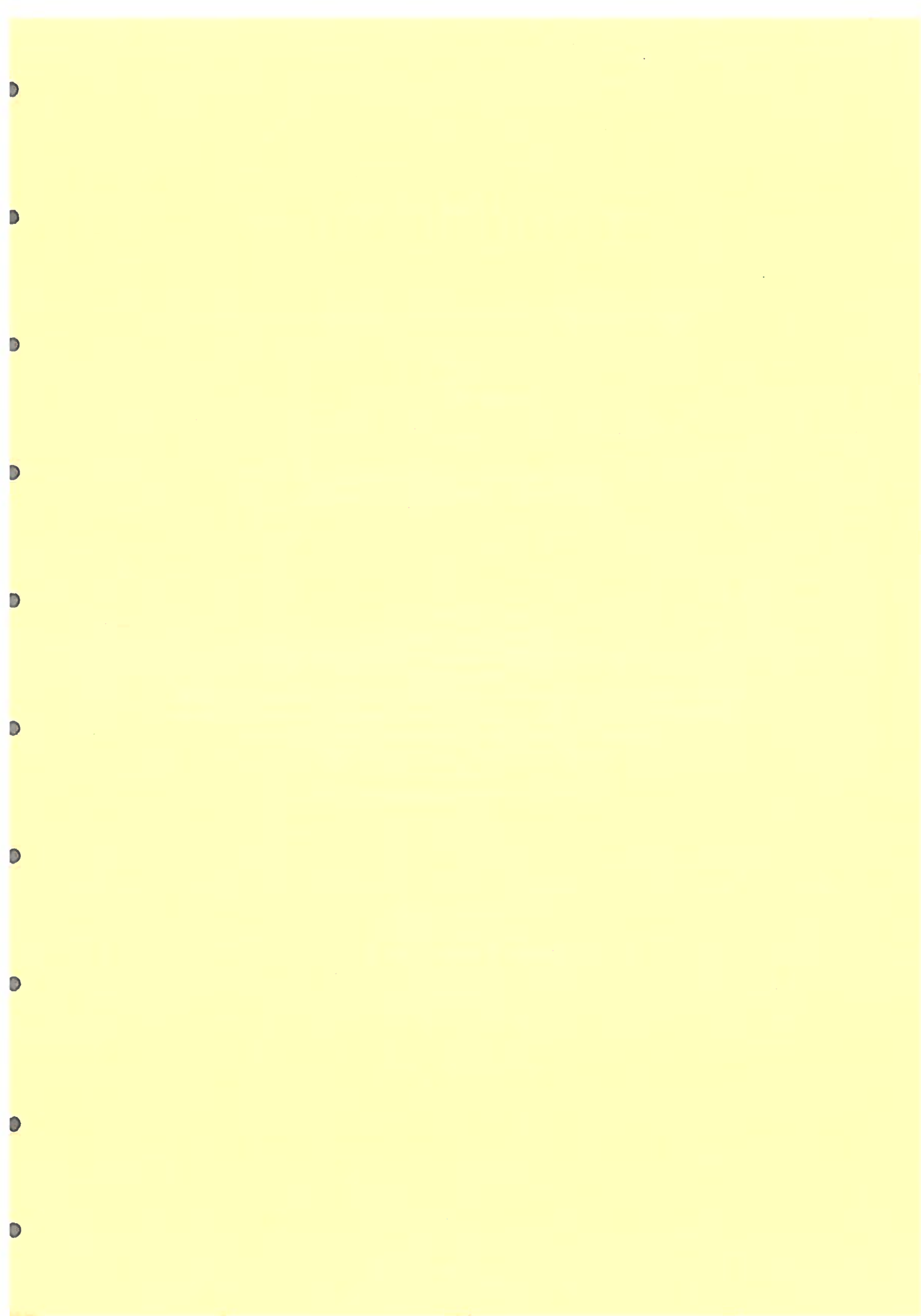
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**



DATED

21 December

2018

**(1) ALEXANDER RUPERT WEST and ELSPETH MARY WEST**

and

<sup>UK</sup>  
**(2) HSBC BANK PLC**

and

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

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

relating to land known as

**34A KING HENRYS ROAD, LONDON NW3 3RP**

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**

and

**Section 278 of the Highways Act 1980**

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

Tel: 020 7974 4125  
CLS/COM/OO.1800.529