

DATED 28 December 2018

(1) ROBERT ALEXANDER BERNARD AND OLIVIA LILLIAN ROSE WEINBERG

and

(2) BARCLAYS BANK UK PLC

and

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

**AGREEMENT
relating to land known as
32 KYLEMORE ROAD LONDON NW6 2PT**

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5826

CLS/COM/LN/1800.925
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THIS AGREEMENT is made the 28 day of December 2018

BETWEEN:

- A. **ROBERT ALEXANDER BERNARD and OLIVIA LILLIAN ROSE WEINBERG** of 32 Kylemore Road London NW6 2PT (hereinafter called "the Owner") of the first part
- B. **BARCLAYS BANK UK PLC** (Co. Regn. No. 9740322) of P.O. Box 187, Leeds LS11 1AN (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 284276 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 A Planning Application for the development of the Property was submitted to the Council and validated on 30 May 2018 and the Council resolved to grant permission conditionally under reference number 2018/2481/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

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

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number 284276 and dated 23 February 2018 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 £1,522.50 (one thousand five hundred and twenty two pounds and fifty pence) 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 Development"	Excavation of basement by lowering the existing lower ground floor and incorporating front light well with entrance steps and enclosed by railings all in connection with existing dwelling (Class C3) as shown on drawing numbers:- 18-66.1 Rev B; 18-66.2 Rev C; 18-66.3 Rev B; 18-66.4 Rev B; 18-66.6 Rev D; Planning, Design and Access Statement dated May 2018; Inspections by Chartered Engineer letter dated 09/11/2018; Basement Impact Assessment (BIA) by

		Hall David Consulting Engineers Rev 1 dated 15/10/2018; Ground Movement Assessment Rev 1 by CGL dated October 2018; Basement and lighthwell retaining walls calculations by Hall Davis Consulting Engineers dated 22/10/2018; Covering emails dated 18, 19 and 24 of October 2018; Proposed plans and sections 1084/10, 11, 100, 101 (Rev. P0); Proposed plan 1084/101 (rev. P1)
2.6	"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
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	mean the Council the Owner and the Mortgagee
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 30 May 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/2481/P subject to conclusion of this Agreement
2.10	"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
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as 32 Kylemore Road London NW6 2PT the same as shown shaded grey on the plan annexed hereto

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 and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 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 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.

4. OBLIGATIONS OF THE OWNER

The Owner 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.

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 2018/2481/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2018/2481/P.
- 5.7 Payment of the Basement Approval in Principle Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2018/2481/P. Electronic Transfer 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 all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the

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

$$A = B \frac{Y-X}{X}$$

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2018/2481/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner 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 Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(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 Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
ROBERT ALEXANDER BERNARD
in the presence of:**

) X Robert Bernard

.....
Witness Signature

Witness Name: RICHARD WEINBERG

Address: Flat 1 17 BRACKNELL GARDENS, LONDON NW3 7EE

Occupation: DIRECTOR

**EXECUTED AS A DEED BY
OLIVIA LILLIAN ROSE WEINBERG
in the presence of:**

) X Olivia

.....
Witness Signature

Witness Name: RICHARD WEINBERG

Address: Flat 1 17 BRACKNELL GARDENS, LONDON NW3 7EE

Occupation: DIRECTOR

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
32 KYLEMORE ROAD LONDON NW6 2PT

EXECUTED AS A DEED BY
BARCLAYS BANK UK PLC
by
in the presence of:-

Signed for and on behalf of BARCLAYS BANK UK PLC by
Samantha Hall *SH*
as duly appointed Attorney under a Power of Attorney
dated *6/6/18* in the presence of
Witness

.....**Yvonne McKue** *Yvonne McKue*

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

R. Alexander

.....
Authorised Signatory



By this POWER OF ATTORNEY made by deed on 6 April 2018, we, Barclays Bank UK PLC, a company incorporated in United Kingdom and registered in England (registered number 9740322), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

Rosemary Bradley, Senior Customer Agent
Emma Jayne Goddard, Customer Agent
Sharon Gail Hayes, Senior Customer Agent
Victoria Rachel Martin, Senior Customer Agent
Sharon Elizabeth Peverell, Customer Agent
Jane Sutcliffe, Customer Agent
Michelle Jacqueline Swales, Customer Agent
Debra Withington, Customer Agent
Laura Ann Hewitt, Customer Agent
Aurmit Rasool, Customer Agent
✶ Yvonne McKue, Senior Customer Agent
Debra Kelly, Customer Agent
Patricia Dawson, Customer Agent
Kelly Lee Tose, Operations Manager
✶ Samantha Hall, Customer Agent
Vincenzo Nicoletti, Customer Agent
Ferhana Patel, Customer Agent
Charlotte Ann Hannick, Customer Agent
Michelle Victoria Phillips, Customer Agent
Donna Samantha Adamson, Senior Customer Agent
Trevor David Richardson, Collections Senior Agent
Andrew Arthur Carter, Customer Agent
Martin Phillip, Team Leader
Faye Lamymman, Customer Agent
Joanne Bowling, Customer Agent
Anita Jane Artle, Customer Agent
Stephen Hall, Senior Customer Agent
Samantha Louise Hope, Customer Agent
Steven Anthony Redfern, Collections Senior Agent
Kevin Daniel Blakelock, Operations Manager
Asib Gulzar, Customer Agent
Debra Finn, Customer Agent
Diane Baxter, Operations Manager
Geraldine Cavaghan, Operations Manager
Ben David Erwin, Senior Operations Manager
Rebecca Naylor, Mortgage Underwriter
Deborah Hocker, Operations Manager
Stacey Louise Markham-Smith, Customer Agent
Burhaan Darr, Customer Agent
Jacqueline Melita Cardiss, Customer Agent
Nicholas John Salter, Team Leader
Angela Joyce Nathaniel, Customer Agent
Matthew James Timmins, Team Leader
Rachel Sarah Jane Fishwick, Team Leader

Zishaan Siddique, Customer Agent
John Craig Muspratt, Senior Customer Agent
John Lyons, Senior Customer Agent
Vicky Johnstone, Senior Customer Agent
Gail Cooper, Customer Agent

Each of Barclays Services Ltd, PO Box 187, Leeds, LS11 1AN as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Company.

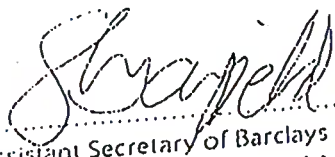
Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

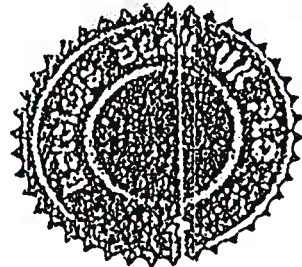
This Power of Attorney revokes and replaces the Power of Attorney that was executed on 01 September 2017.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.


This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank UK PLC
was affixed in the Execution of this Deed
in the presence of:


Assistant Secretary of Barclays PLC
Authorised Sealing Officer of Barclays Bank UK PLC



I certify this to be a true and
complete copy of the original


For Barclays Bank UK Plc
Manager

Date 13/12/18

NORTHGATE SE GIS Print Template



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Signed for and on behalf of BARCLAYS BANK UK PLC by

Samantha Hall
as duly appointed Attorney under a Power of Attorney
dated 06/11/16 in the presence of

Witness

Yvonne McKue

Robert Bernard

[Handwritten signature]

Signed for and on behalf of BARCLAYS BANK UK PLC by

as duly appointed Attorney under a Power of Attorney

in the presence of

dated

Witness

Yvonne McKus

Aitchison Raffety
The Granary
Spring Hill Office Park
Harborough Road
Pitsford
NN6 9AA

Application Ref: **2018/2481/P**

23 November 2018

Dear Sir/Madam

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:
32 Kylemore Road
London
NW6 2PT

Proposal:

Excavation of basement by lowering the existing lower ground floor and incorporating front light well with entrance steps and enclosed by railings all in connection with existing dwelling (Class C3).

Drawing Nos: 18-66.1 Rev B; 18-66.2 Rev C; 18-66.3 Rev B; 18-66.4 Rev B; 18-66.6 Rev D; Planning, Design and Access Statement dated May 2018; Inspections by Chartered Engineer letter dated 09/11/2018; Basement Impact Assessment (BIA) by Hall David Consulting Engineers Rev 1 dated 15/10/2018; Ground Movement Assessment Rev 1 by CGL dated October 2018; Basement and lighthwell retaining walls calculations by Hall Davis Consulting Engineers dated 22/10/2018; Covering emails dated 18, 19 and 24 of October 2018; Proposed plans and sections 1084/10, 11, 100, 101 (Rev. P0); Proposed plan 1084/101 (rev. P1)

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 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:

18-66.1 Rev B; 18-66.2 Rev C; 18-66.3 Rev B; 18-66.4 Rev B; Planning, Design and Access Statement dated May 2018; 1/20 Rev C; Inspections by Chartered Engineer letter dated 09/11/2018; Basement Impact Assessment (BIA) by Hall David Consulting Engineers Rev 1 dated 15/10/2018; Ground Movement Assessment Rev 1 by CGL dated October 2018; Basement and lighthwell retaining walls calculations by Hall Davis Consulting Engineers dated 22/10/2018; Covering emails dated 18, 19 and 24 of October 2018; Proposed plans and sections 1084/10, 11, 100, 101 (Rev. P0); Proposed plan 1084/101 (rev. P1)

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

- 4 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development. Any trees or areas of planting 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 size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, D1 and D2 if in CA of the London Borough of Camden Local Plan 2017.

- 5 A suitably qualified engineer with CEng MICE membership, has been appointed as confirmed by letter dated 09/11/2018, 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. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works. 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.

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 and A5 of the London Borough of Camden Local Plan 2017.

- 6 The development shall be carried out in accordance with the methodologies, recommendations and requirements of Basement Impact Assessment (BIA) by Hall David Consulting Engineers Rev 1 dated 15/10/2018; Ground Movement Assessment Rev 1 by CGL dated October 2018; Basement and lighthwell retaining walls calculations by Hall Davis Consulting Engineers dated 22/10/2018; Covering emails dated 18, 19 and 24 of October 2018; Proposed plans and sections 1084/10, 11, 100, 101 (Rev. P0); Proposed plan 1084/101 (rev. P1), hereby approved.

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, A1 and A5 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 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.

- 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 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.

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

DECISION

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DATED

28 December

2018

(1) ROBERT ALEXANDER BERNARD AND OLIVIA LILLIAN ROSE WEINBERG

and

(2) BARCLAYS BANK UK 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

32 KYLEMORE ROAD LONDON NW6 2PT

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

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