

DATED

9 January

2018

**(1) SEOK YEE LAU SWYCHER**

and

**(2) COUTTS & COMPANY**

and

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

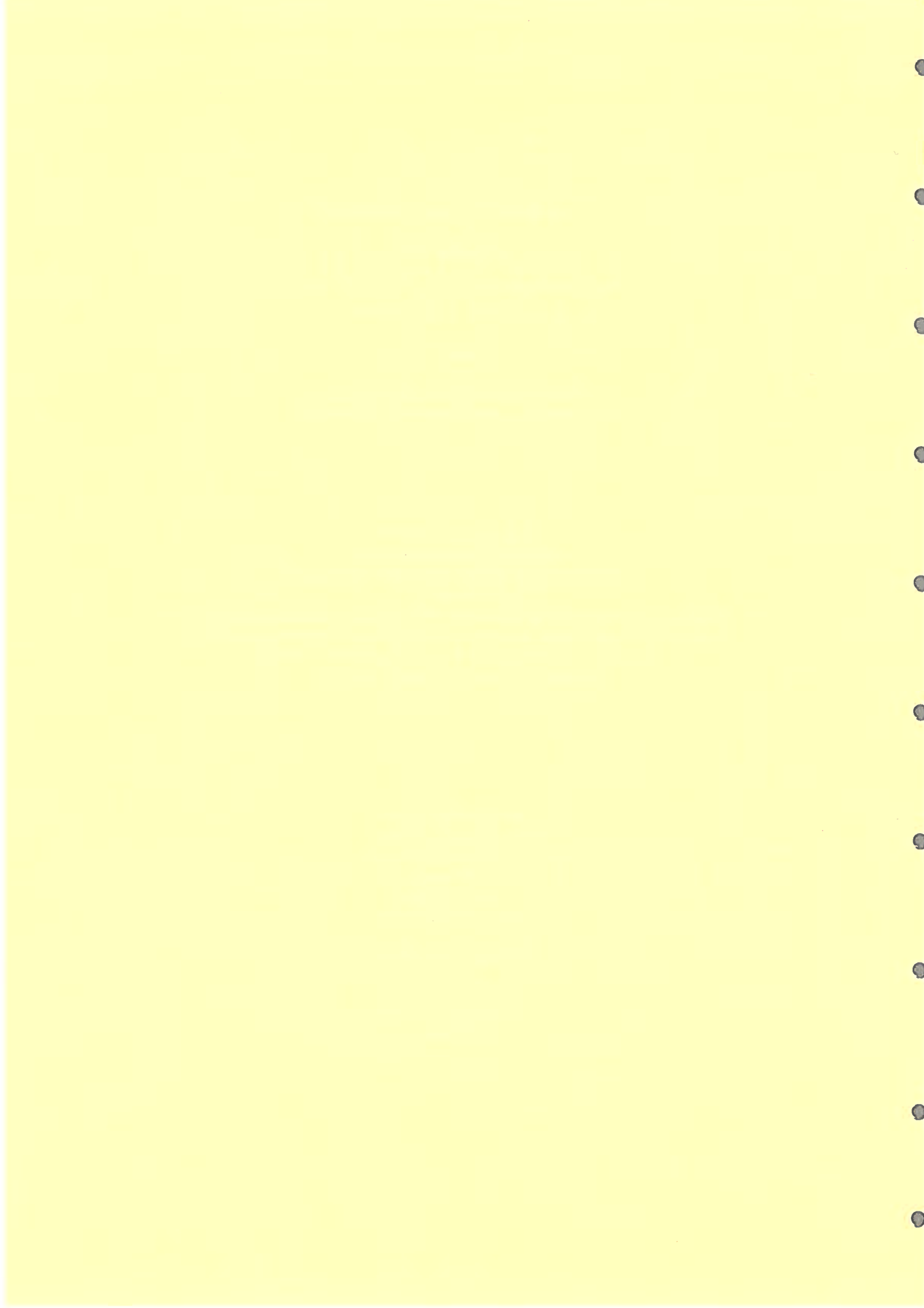
**A G R E E M E N T**  
**relating to land known as**  
**30 GLENILLA ROAD LONDON NW3 4AN**  
pursuant to

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/1800.885  
s106 FINAL



**THIS AGREEMENT** is made the 9<sup>th</sup> day of January 2018/9

**BETWEEN:**

- A. **SEOK YEE LAU SWYCHER** (hereinafter called "the Owner") of 30 Glenilla Road, London NW3 4AN and of Flat 1 42 Gloucester Avenue, London NW1 8JD of the first part
- B. **COUTTS & COMPANY** (Co. Regn. No. 36695) of 440 Strand, London WC2R 0QS (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 NGL484823 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 21 February 2018 and the Council resolved to grant permission conditionally under reference number 2018/0932/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 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL484823 and dated 30 June 2017 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted</p>

		<p>by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.5	"the Construction Management Plan Implementation Support Contribution"	<p>the sum of £3,136 (three thousand one hundred and thirty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase</p>



2.6	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of the Existing Buildings</p>
2.7	"the Council's Considerate Contractor Manual"	<p>the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden</p>
2.8	"the Development"	<p>Demolition of existing dwelling house and erection of four storey replacement dwelling house with single storey basement and associated hard and soft landscaping works, including erection of garden room to rear and bin store to front of property as shown on drawing numbers:- P-001; P-003 (Rev A); P-004 (Rev C); P-100 (Rev A); P-101 (Rev A); P-102 (Rev A); P-103 (Rev A); P-120 (Rev A); P-121 (Rev A); P-122 (Rev A); P-123 (Rev A); P-130 (Rev A); P-199; P-200 (Rev B); P-201 (Rev A); P-202 (Rev A); P-203 (Rev A); P-204 (Rev A); P-400 (Rev A); P-401 (Rev A); P-402 (Rev A); P-403 (Rev A); P-500 (Rev A); P-501 (Rev A); P-600; SK-04/; Planning statement (dated February 2018); Design and Access Statement (16.02.2018); Design and Access Statement Addendum (03.05.2018); Daylight, Sunlight and Overshadowing Report including Window Maps (prepared by The Chancery Group, dated 19 February); Letter re: Overshadowing Matters (dated 3rd May 2018); Letter re Revisions and clarifications during determination (prepared by Turley, dated 8 May 2018); Heritage statement (dated February 2018); Arboricultural Assessment (Arboricultural Solutions LLP, November 2016); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated February 2018; Desk Study &amp; Ground Investigation Report by GEA Ltd (Ref.</p>

		<p>J17299), dated February 2018; Desk Study &amp; Ground Investigation Report by GEA Ltd (Ref. J17299), dated 8 June 2018 (Issue No 2); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated June 2018 (Revision PO3); Desk Study &amp; Ground Investigation Report by GEA Ltd (Ref. J17299), dated 7 August 2018 (Issue No 4); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated 8 August 2018 (Revision PO3); Retaining wall preliminary design using WALLAP (J17299 Wallap_ULS(MP)_ULS1.pdf and J17299 Wallap_ULS(MP)_ULS2.pdf, outputs for ULS1 and ULS2 case); Construction sequence adjacent to No. 28b and indicative temporary propping layout by Davies Maguire (drawings No. SK-017 and SK-018)</p>
2.9	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.10	"the Highways Contribution"	<p>the sum of £2,971.29 (two thousand nine hundred and seventy one pounds and twenty nine pence) 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:-</p> <p>(a) Repair any damage to the footway adjacent to the Property; and</p> <p>(b) any other works the Council acting reasonably considers necessary as a direct result of the Development</p> <p>all works will be subject to final measure and any level</p>

		adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
2.11	"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
2.12	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.13	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.14	"the Parties"	mean the Council the Owner and the Mortgagee
2.15	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 21 February 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0932/P subject to conclusion of this Agreement
2.16	"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
2.17	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.18	"the Property"	the land known as 30 Glenilla Road London NW3 4AN the same as shown shaded grey on the plan annexed hereto
2.19	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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

The Owner hereby covenants with the Council as follows:-

##### **4.1 CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to:

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

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

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

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

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

## **4.2 HIGHWAYS CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.2.3 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.

- 4.2.4 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

**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 2018/0932/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 Any approval, consent, direction, authority, agreement or action to be given by any of the Parties under this Agreement shall not be unreasonably withheld or delayed.
- 5.6 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.
- 5.7 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 2018/0932/P.
- 5.8 Payment of the Construction Management Plan Implementation Support Contribution and the Highways Contribution pursuant to Clause 4.1 and Clause 4.2 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 2018/0932/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.

- 5.9 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.
- 5.10 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.11 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, 2<sup>nd</sup> Floor, 5 Pancras

Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2018/0932/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. **RIGHTS OF THIRD PARTIES**

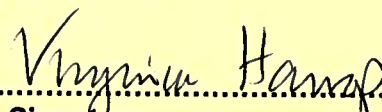
8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

**EXECUTED AS A DEED BY  
SEOK YEE LAU SWYCHER  
in the presence of:**

)  
)  
)



  
.....  
**Witness Signature**


**Witness Name:** VIRGINIA HARROP

**Address:** 12 STATION RD WEST,  
OXTED, SURREY RH8 9ES  
**Occupation:** SOLICITOR

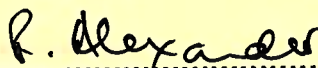
THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO  
30 GLENILLA ROAD LONDON NW3 4AN

EXECUTED AS A DEED BY  
COUTTS & COMPANY  
by  
in the presence of:-

)  
)  
)  
)  


.......... **ANDREW GRAHAM STENNING**  
**COUTTS & CO**  
440 Strand  
London WC2R 0QS

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

..........  
**Authorised Signatory**





**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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*Shute*  
*P. Alexander*





Turley  
8th Floor, Lacon House  
84 Theobalds Road  
London  
WC1X 8NL

Application Ref: **2018/0932/P**

24 October 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:  
**30 Glenilla Road**  
**London**  
**NW3 4AN**

**DECISION**

Proposal:  
Demolition of existing dwelling house and erection of four storey replacement dwelling house with single storey basement and associated hard and soft landscaping works, including erection of garden room to rear and bin store to front of property.

Drawing Nos: P-001; P-003 (Rev A); P-004 (Rev C); P-100 (Rev A); P-101 (Rev A); P-102 (Rev A); P-103 (Rev A); P-120 (Rev A); P-121 (Rev A); P-122 (Rev A); P-123 (Rev A); P-130 (Rev A); P-199; P-200 (Rev B); P-201 (Rev A); P-202 (Rev A); P-203 (Rev A); P-204 (Rev A); P-400 (Rev A); P-401 (Rev A); P-402 (Rev A); P-403 (Rev A); P-500 (Rev A); P-501 (Rev A); P-600; SK-04/; Planning statement (dated February 2018); Design and Access Statement (16.02.2018); Design and Access Statement Addendum (03.05.2018); Daylight, Sunlight and Overshadowing Report including Window Maps (prepared by The Chancery Group, dated 19 February); Letter re: Overshadowing Matters (dated 3rd May 2018); Letter re Revisions and clarifications during determination (prepared by Turley, dated 8 May 2018); Heritage statement (dated February 2018); Arboricultural Assessment (Arboricultural Solutions LLP, November 2016); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated February 2018; Desk Study & Ground Investigation Report by GEA Ltd (Ref. J17299), dated February 2018; Desk Study & Ground Investigation Report by GEA Ltd (Ref. J17299), dated 8 June 2018 (Issue No 2); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated June 2018 (Revision PO3); Desk Study & Ground Investigation Report by GEA Ltd (Ref. J17299), dated 7 August 2018 (Issue No 4); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated 8 August 2018 (Revision PO3); Retaining wall preliminary design using WALLAP (J17299 Wallap\_ULS(MP)\_ULS1.pdf and J17299 Wallap\_ULS(MP)\_ULS2.pdf, outputs for ULS1 and ULS2 case); Construction sequence adjacent to No. 28b and indicative temporary propping layout by Davies Maguire (drawings No. SK-017 and SK-018)

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: P-001; P-003 (Rev A); P-004 (Rev C); P-100 (Rev A); P-101 (Rev A); P-102 (Rev A); P-103 (Rev A); P-120 (Rev A); P-121 (Rev A); P-122 (Rev A); P-123 (Rev A); P-130 (Rev A); P-199; P-200 (Rev B); P-201 (Rev A); P-202 (Rev A); P-203 (Rev A); P-204 (Rev A); P-400 (Rev A); P-401 (Rev A); P-402 (Rev A); P-403 (Rev A); P-500 (Rev A); P-501 (Rev A); P-600; SK-04/; Planning statement (dated February 2018); Design and Access Statement (16.02.2018); Design and Access Statement Addendum (03.05.2018); Daylight, Sunlight and Overshadowing Report including Window Maps (prepared by The Chancery Group, dated 19 February); Letter re: Overshadowing Matters (dated 3rd May 2018); Letter re Revisions and clarifications during determination (prepared by Turley, dated 8 May 2018); Heritage statement (dated February 2018); Arboricultural Assessment (Arboricultural Solutions LLP, November 2016); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated February 2018; Desk Study & Ground Investigation Report by GEA Ltd (Ref. J17299), dated February 2018; Desk Study & Ground Investigation Report by GEA Ltd (Ref. J17299), dated 8 June 2018 (Issue No 2); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated June 2018 (Revision PO3); Desk Study & Ground Investigation Report by GEA Ltd (Ref. J17299), dated 7 August 2018 (Issue No 4); Construction Method Statement/Basement Impact Assessment Report (BIA) by Davis Maguire (DMAG-1650-CMS), dated 8 August 2018 (Revision PO3); Retaining wall preliminary design using WALLAP (J17299 Wallap\_ULS(MP)\_ULS1.pdf and J17299 Wallap\_ULS(MP)\_ULS2.pdf, outputs for ULS1 and ULS2 case); Construction sequence adjacent to No. 28b and indicative temporary propping layout by Davies Maguire (drawings No. SK-017 and SK-018)

Reason:

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

- 3 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

c) Details, including materials and elevations at 1:20, of the bin store.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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



- 4 The dwelling house hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

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

- 6 Prior to commencement of the relevant part of the works, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include:
- a detailed scheme of maintenance
  - sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used
  - full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

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

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



8. Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies G1, D1, D2 and A1 of London Borough of Camden Local Plan 2017.

9. The development hereby approved shall be carried out strictly in accordance with the BIA compiled by Davis Maguire (dated 8 August, Revision PO3) (and other supporting documents) and the recommendations in the Campbell Reith Audit dated September 2018.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy A5 of the Camden Local Plan 2017.

10. All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work)

Reason: To ensure the preservation of the amenity value and health of the tree(s).

11. All hard and soft landscaping works, including but by no means limited to the soft landscaped area of the front driveway, shall be carried out in accordance with the approved landscape details (Design & Access statement for planning application - landscaping (prepared by cgd, dated 19/02/2018) and drawing no. P004/C) prior to the occupation 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, T1, D1 and D2 of the London Borough of Camden Local Plan 2017.

12. The storage area for 2 cycles as shown on drawing no. P200/A shall be provided in its entirety prior to the occupation of the dwelling house and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 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 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](http://www.camden.gov.uk/cil) for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 4 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

Executive Director Supporting Communities

## POWER OF ATTORNEY

By this Deed Coutts & Company, registered in England under Company No. 36695 and whose registered office is 440 Strand, London WC2R 0QS ("the Bank"), hereby appoints Andrew Ford, Graham Stenning, David Caderamanpulle, Michael O'Brien, Steven Brotherstone, Peter Dallimore, Brian Jennings and Dean Lewis of Coutts & Company, Structured Lending, 440 Strand, London, WC2R 0QS from time to time severally as the Bank's attorney to execute for the following purpose: to execute for and on behalf of the Bank any document of the kind described in Schedule A (whether or not the document is formally titled as such).

The Bank undertakes to ratify whatever the said attorney does under the authority of this power.

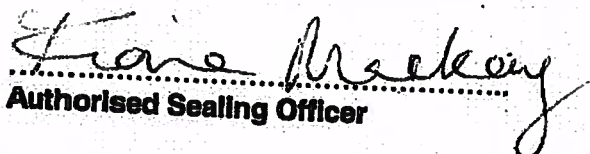
This Power of Attorney will expire on 24 May 2019.

This Power of Attorney is a deed and shall be governed by and construed in accordance with the laws of England.

In the event that any attorney appointed under this Power of Attorney ("Attorney") ceases to be member of Coutts & Company Structured Lending, this Power of Attorney shall cease to apply in respect of that Attorney.

Dated 31 May 2018

The Common Seal of  
Coutts & Company  
was hereunto affixed  
in the presence of:

  
.....  
Authorised Sealing Officer

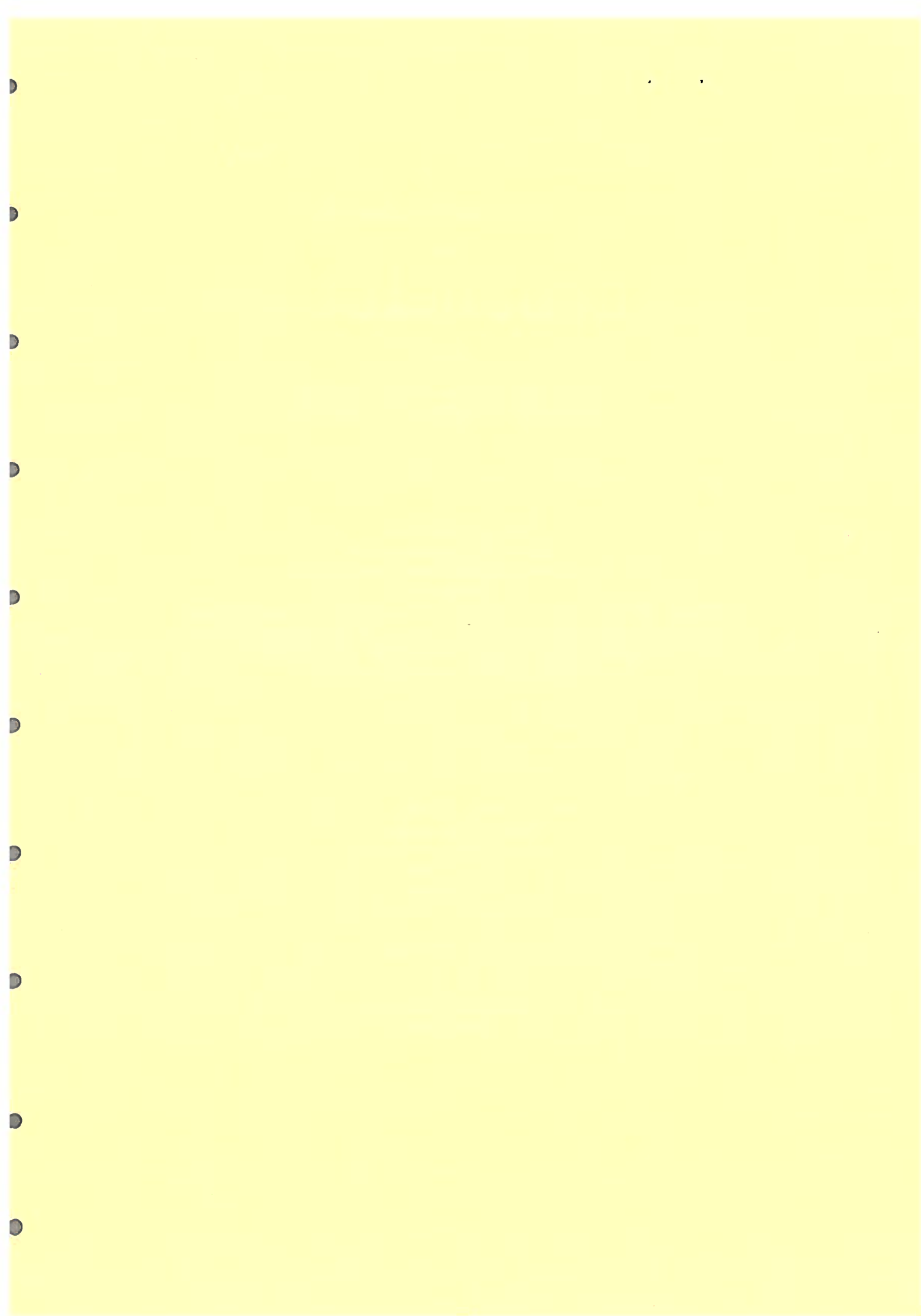


**Schedule A**

Deeds of Postponement/Priority/Variation/Substituted Security/Assignment/  
Transfer/Grant/Restriction/Release/Subordination/Easement  
Deeds relating to Property and Security (real & intellectual)  
Guarantees/Sureties/Bonds and Indemnities  
Undertakings and Planning Agreements  
Collateral and other Warranties  
Agreements relating to Property and Security (real & intellectual)  
Section 106 Agreements







**DATED**

9 January

2018<sup>9</sup>

**(1) SEOK YEE LAU SWYCHER**

**and**

**(2) COUTTS & COMPANY**

**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**

**30 GLENILLA ROAD LONDON NW3 4AN**

**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/1800.885  
s106 FINAL**