

DATED

16 January

2019

(1) SHAFTESBURY CL LIMITED

and

**(2) 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 CHARLOTTE STREET LONDON W1T 2NG

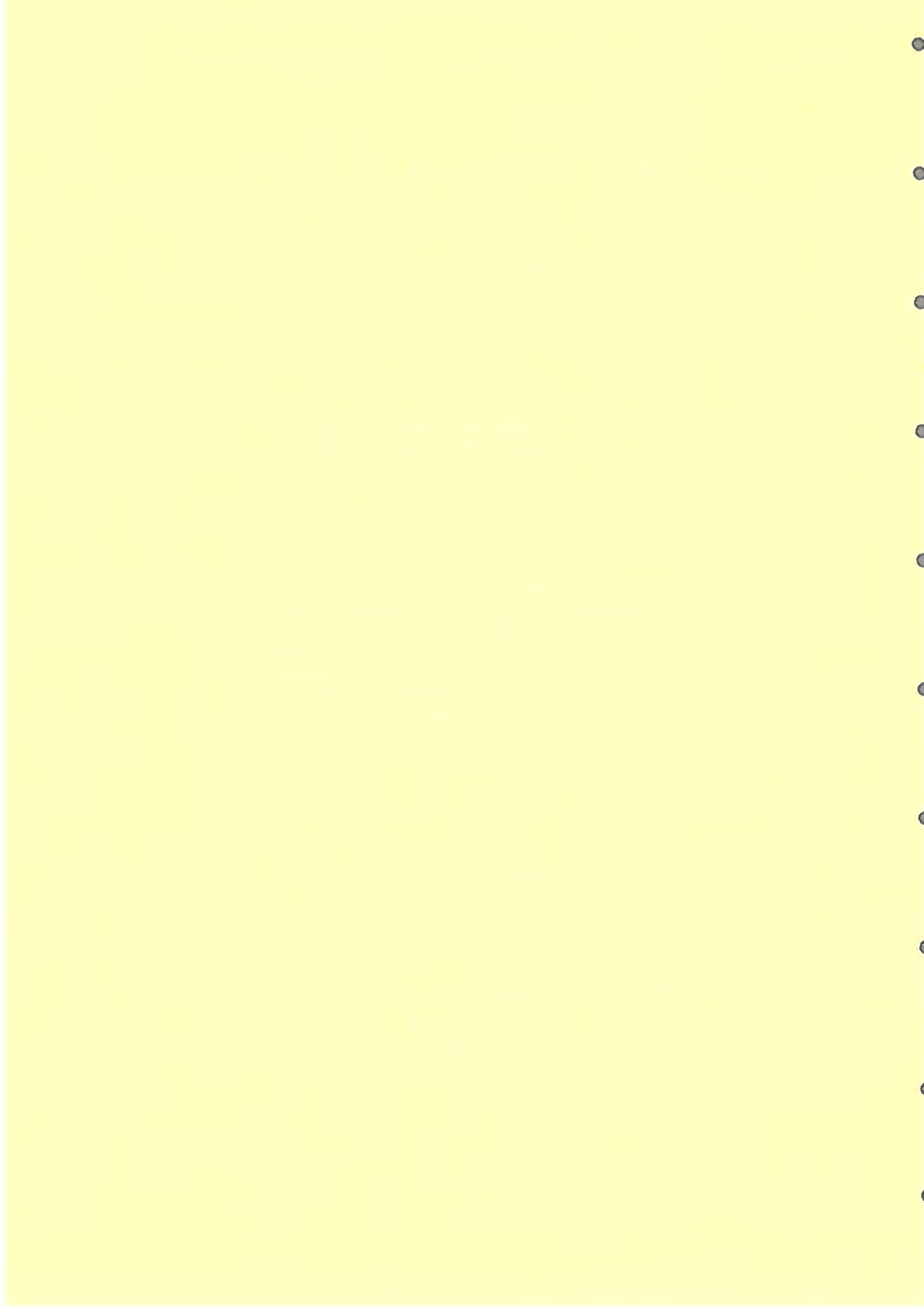
pursuant to

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/1800.963
s106 FINAL



THIS AGREEMENT is made the 16th day of January 2019

BETWEEN:

- A. **SHAFTESBURY CL LIMITED** (Co. Regn. No. 05208365) whose registered office is at 22 Ganton Street, Carnaby, London W1F 7FD (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

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 NGL237079.
- 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 to carry out the Development at the Property was submitted to the Council and validated on 3 September 2018 and the Council resolved to grant permission conditionally under reference number 2018/3263/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.

2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £22,578 (twenty two thousand five hundred and seventy eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.4	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.5	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor, architect or project manager certifying that the Development has been completed and FOR THE AVOIDANCE OF DOUBT for the purpose of this definition only reference to Development shall exclude the change of use of the second, third and fourth floors from ancillary restaurant (A3) to residential use
2.6	"the Development"	change of use of second, third and fourth floors from ancillary restaurant (A3) to residential use to provide 3 x 1 bed flats (C3) with associated external alterations including infilling of first floor rear lightwell, installation of replacement windows to front and rear and erection of plant enclosure at second floor level as shown on drawing numbers:- acoustic Report 25700/ADS1/Rev2, 23941 P04 Rev C, 23941 E02 Rev A, P6980/RJP/P01, 23941 E04, 23941 E03, 23941 E01 Rev A, 23941 P01 Rev D, 23941 P02 Rev C, 23941 P03 Rev A

2.7	"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
2.8	"Occupation Date"	the date when any part of the Development (which for the avoidance of doubt excludes the basement and ground floors of the Property) is occupied and the phrases "Occupy", "Occupied", "Occupying" and "Occupation" shall be construed accordingly
2.9	"the Parties"	the Council and the Owner
2.10	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 3 September 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/3263/P subject to conclusion of this Agreement
2.11	"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
2.12	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.13	"the Property"	the land known as 30 Charlotte Street London W1T 2NG the same as shown shaded ^{green} grey on the plan annexed hereto
2.14	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.15	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

Handwritten notes:
 40pm
 10/11/18
 JJJ

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 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **CAR FREE**

4.2.1 To ensure that prior to Occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (a) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (b) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

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 the Certificate of Practical Completion being issued the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2018/3263/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 but FOR THE AVOIDANCE OF DOUBT the Planning Obligations Monitoring Officer will on request and if applicable confirm compliance in writing and no fee shall be payable.
- 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 2018/3263/P.
- 5.7 Payment of the Affordable Housing 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 2018/3263/P. Electronic Transfer is to be made directly to the 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 AllIRP") 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

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

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 2018/3263/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 following such registration 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 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 and the Council upon written request of the Owner shall remove reference to this Agreement from the register of the Local Land Charges.

7. MORTGAGEE EXEMPTION

- 7.1 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 any part 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**

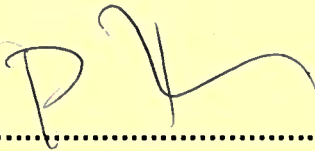
8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

EXECUTED AS A DEED BY)
SHAFTESBURY CL LIMITED)
acting by a Director and its Secretary)
or by two Directors)

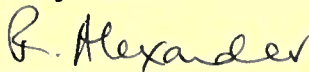


.....
Director



.....
Director/Secretary

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



.....
Authorised Signatory



Rolf Judd Planning
Old Church Court
Claylands Road
London
SW8 1NZ

Application Ref: 2018/3263/P

08 January 2019

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 AGREEMENTAddress:
30 Charlotte Street
London
W1T 2NG

Proposal:

DECISION

Change of use of second, third and fourth floors from ancillary restaurant (A3) to residential use to provide 3 x 1 bed flats (C3) with associated external alterations including infilling of first floor rear lightwell, installation of replacement windows to front and rear and erection of plant enclosure at second floor level.

Drawing Nos: Acoustic Report 25700/ADS1/Rev2, 23941 P04 Rev C, 23941 E02 Rev A, P6980/RJP/P01, 23941 E04, 23941 E03, 23941 E01 Rev A, 23941 P01 Rev D, 23941 P02 Rev C, 23941 P03 Rev A

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: Acoustic Report 25700/ADS1/Rev2, 23941 P04 Rev C, 23941 E02 Rev A, P6980/RJP/P01, 23941 E04, 23941 E03, 23941 E01 Rev A, 23941 P01 Rev D, 23941 P02 Rev C, 23941 P03 Rev A

Reason:

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

- 4 Prior to the occupation of the approved units, full details of the ventilation system for the extraction and dispersal of cooking odours including details of the flue, method of odour control and maintenance regime shall be submitted to and approved by the Local Planning Authority in writing.

The extraction system should terminate unimpeded in a vertical direction at least 1m above the eaves level of the building. The use shall be carried out in full accordance with the approved details.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy G1, A1, A4 and D1 of the London Borough of Camden Local Plan 2017.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

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

- 6 The units 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.

- 7 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling/party wall structures separating different types of rooms/uses in adjoining dwellings. Namely the between the approved living rooms at second, third and fourth floor level and adjoining property at No.28. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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

Informative(s):

- 1 Reasons for granting permission.

The current proposal seeks permission for the change of use of the second, third and fourth floors of the host building from ancillary restaurant (A3) to residential (C3) to create 3 x 1 bed flats at the site, with associated external alterations.

Policy H1 seeks to maximise the amount of new housing in the borough and regards self-contained housing as the priority land use of the Local Plan. The current application proposes the creation of three self-contained C3 units at the site which is in accordance with the requirement of Policy H1. The proposal is therefore supported on land use grounds.

The proposed alterations to the front of the building which include: The replacement of the existing timber sash windows with new 'six over six' sash windows, removal of the existing guardrail at roof level and removal of the rendered central section of the front dormer, are considered to represent improvement works that would enhance the character and appearance of the host dwelling and surrounding conservation area. Similarly, the proposed first floor rear infill extension, replacement rear windows and new plant enclosure at second floor level would generally improve the appearance of the building and are considered acceptable.

The proposed residential units would either meet or exceed the minimum space standards as set out in the London Plan space standards table, and as such are considered acceptable in respect of unit size. All of the flats would be dual aspect with suitably size windows to ensure the receipt of good levels of daylight and sunlight.

The proposed alterations would not cause harm to the amenity of any neighbouring residential occupiers in terms of loss of light, outlook or privacy.

The submitted acoustic report has been reviewed by the Council's Environmental Health Officer who is satisfied that the re-located plant equipment at second floor level (housed within acoustic enclosure) would meet the Council's minimum noise requirements and would not harm the amenity of future occupiers of the proposed units. Full details relating to the proposed extraction equipment and method of odour control from the ground/first floor A3 use will be secured by condition.

The current application proposes the creation of 179m² (GIA) of residential floorspace, which would trigger an affordable housing contribution in line with Policy H4. The sliding target in this instance would require a provision equal to 4% of the total C3 floorspace (expressed in GEA). Policy H4 accepts that a payment-in-lieu is often the most appropriate means to secure this provision in schemes of under 10 units and no longer requires off-site provision to be explored for schemes of this scale.

The Council's current adopted multiplier for calculating a payment-in-lieu within market residential schemes is £2,650 per sqm. This provides an overall requirement of £22,525 based upon the creation of 213sqm (GEA) of C3 floorspace (4% of 213m² = 8.52m² x £2650 = £22,578). This financial contribution to affordable housing will be secured via a Section 106 legal agreement.

The proposal would create 3 new residential units at the site. The development will therefore be secured as car free through a s106 legal agreement to ensure the proposal does not lead to increased car use and traffic congestion in the borough, in accordance with Policy T2 of the Local Plan. Given the levels of works proposed, a construction management plan is not considered necessary in this instance.

One comment was received following statutory consultation and duly considered prior to making this decision. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

- 2 Special regard has been attached to the desirability of preserving or enhancing the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

As such, the proposal is in general accordance with policies H1, H4, D1, D2, A1, A4, T1 and T2 of the Camden Local Plan 2017. The proposed development also accords with the policies of the London Plan 2016 and National Planning Policy Framework 2018.

- 3 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).

- 4 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.
- 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.
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 7 Some highway licenses may be required to facilitate the proposed works at the site and the applicant is advised to obtain such licences from the Council prior to commencing work on site. Further details of these licenses are available on the Camden website using the hyperlink below:
<http://www.camden.gov.uk/ccm/content/business/business-regulations/licensing-and-permits/licences/skips-materials-and-building-licences/building-licences/>

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

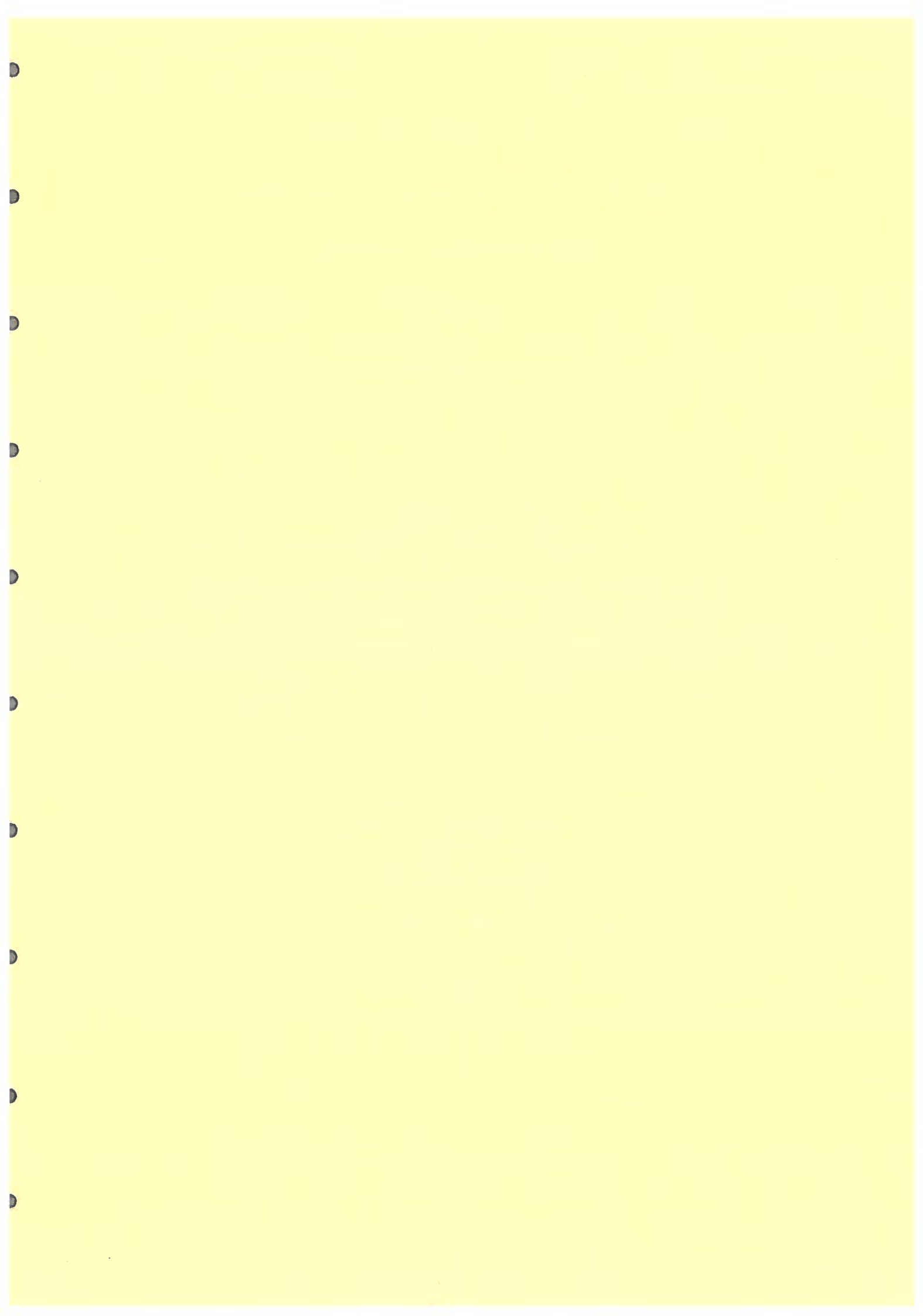


NORTHGATE SE GIS Print Template



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DATED

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