

DATED 22<sup>ND</sup> DECEMBER 2016

**(1) THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF  
HER CROWN**

**and**

**(2) THE CROWN ESTATE COMMISSIONERS**

**and**

**(3) MANSOUR NAMAKI-SHOUSHTARY and FARIBA NAMAKI- SHOUSHTARY**

**and**

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

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

**relating to land known as**

**12 GLOUCESTER GATE and 12 & 13 GLOUCESTER GATE MEWS LONDON NW1 4AD  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)**

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

Tel: 020 7974 5680  
Fax: 020 7974 1920

1800.37



THIS AGREEMENT is made the 22<sup>nd</sup> day of December 2016

**B E T W E E N:**

1. **THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN**  
(hereinafter called "Her Majesty")
2. **THE CROWN ESTATE COMMISSIONERS**, on behalf of Her Majesty acting in the exercise of the powers conferred by the Crown Estate Act 1961 care of 16 New Burlington Place, London W1S 2HX (hereinafter called "the Commissioners") of the first part
3. **MANSOUR NAMAKI-SHOUSHTARY and FARIBA NAMAKI- SHOUSHTARY** of 56 Cumberland Terrace, London, NW1 4HJ (hereinafter called "the Owner") of second part
4. **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 Her Majesty is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL904862 and the Commissioners manage the Property in accordance with their powers under the Crown Estate Act 1961.
- 1.2 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Numbers NGL961041 and NGL961020.
- 1.3 Her Majesty and the Commissioners are the freehold owners and the Owner is the leasehold owner of the Property and are interested in the Property for the purposes of Section 106 of the Act.

- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 15 August 2016 and the Council resolved to grant permission conditionally under reference number 2016/4549/P subject to the conclusion of this legal Agreement.
- 1.5 An Application for Listed Building Consent for the Development of the Property was submitted to the Council and validated on 14 August 2016 and the Council resolved to grant consent conditionally under reference number 2016/4554/L subject to the conclusion of this legal Agreement.
- 1.6 The Council is the local planning authority for the purposes of the Act 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.
- 1.7 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 | "the Agreement"                               | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3 | "the Application for Listed Building Consent" | an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and validated on 14 August 2016 for which a resolution to grant permission has been passed conditionally under |

reference number 2016/4554/L subject to conclusion of this Agreement

- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.5 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the partial demolition of the existing mews houses 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 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):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing building or structures on the Property and the building out of the Development;

- (ii) proposals to seek to ensure there are no adverse effects on the Conservation Area features
- (iii) measures to minimise and monitor effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) measures to minimise disturbance from and monitor 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

2.6 “the Construction Management Plan Implementation Support Contribution”

the sum of £1,140.00 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review

and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.7 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing building

2.8 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.9 "the Development"

erection of single storey extension connecting 12 Gloucester Gate to mews building; insertion of rooflight; excavation of basement to extend below rear courtyard and mews properties; remodelling of mews properties with sash windows at upper ground floor (facing courtyard), parapet height raised, and erection of hipped, pitched roof to 12 Gloucester Gate Mews following demolition of 12 and 13 Gloucester Gate Mews behind retained elevation facing Gloucester Gate Mews pursuant to the Planning Permission and the Listed Building Consent

2.10 "the Highways

Contribution"

the sum of £5000 (five thousand 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

repaving of or repairs to the access to the private road (Gloucester Gate Mews) from the public highway (Albany Street) reasonably required as a direct result of damage caused during the construction of the Development or any other repair works or ancillary works or measures connected with the repair works which the Council acting reasonably requires as a direct result of damage caused during the construction of the Development

all works will be subject to final measure and any level 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 Listed Building Consent"

the listed building consent granted for the Development pursuant to the Application for



Listed Building Consent substantially in the draft form annexed hereto

- 2.13 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.14 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.15 "the Parties" mean the Council, Her Majesty, the Commissioners and the Owner
- 2.16 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 15 August 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4549/P subject to conclusion of this Agreement
- 2.17 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.18 "the Planning Permission" a planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto

- 2.19 "the Property" the land known as 12 Gloucester Gate and 12 & 13 Gloucester Gate Mews London NW1 4AD the same as shown shaded grey on the plan annexed hereto
- 2.20 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

**NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner and Commissioners as provided herein and against any person deriving title to any part of the Property from the Owner, Her Majesty and the Commissioners as provided herein and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 The Commissioners enter into this Agreement solely to give effect to the obligations and more particularly solely to consent to the enforcement of the obligations against the Owner's interest in the Property and any person deriving title from the Owner but for no other purpose and for the avoidance of any doubt the Commissioners' agreement to enter into this Agreement is without prejudice to the Commissioners' right to negotiate the terms on which the Development is to take place (for example, including but not limited to a licence for alterations, surrender and re-grant of the residential lease, payment of a premium) and shall not be deemed to constitute any consent in respect of the Development for which the Commissioners' consent is required.
- 3.3 The Commissioners agree to be bound by the terms of this Agreement only in the event that the Owner's interest in the Property is determined and if such event occurs the obligations on behalf of the Owner shall be taken to be obligations which are binding on the Commissioners as if such obligations were given by the Commissioners themselves ALWAYS PROVIDED THAT this Agreement shall be

directly enforceable by the Council against any person deriving title to any part of the Property from Her Majesty in the event Her Majesty disposes of the same.

- 3.4 A covenant made by the Commissioners or implied on behalf of Her Majesty and Her Successors or the Commissioners is made or implied by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961 as a body corporate without imposing liability in any personal or private capacity of any individual Commissioner acting on behalf of the Commissioners and so long only as the Property forms part of the Crown Estate save in relation to any antecedent breach prior to parting with such interest and with the effect from the date on which the Property ceases to form part of the Crown Estate such covenant shall be deemed to be made by the person from time to time entitled to the Property and all liability on the part of Her Majesty and Her Successors or the Commissioners in respect of such covenants shall cease as from such date.
- 3.5 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.
- 3.6 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.
- 3.7 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.8 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.
- 3.9 The Council hereby agrees to grant the Planning Permission and Listed Building Consent on the date hereof.
- 3.10 The Parties save where the context states otherwise shall include their successors in title.

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

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

4.1.1 On or prior to the Implementation Date to:

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

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

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

4.1.3 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.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan (or such revisions thereto as may be agreed from time to time in writing by the Council acting reasonably) 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 reasonably required to remedy such non-compliance.

##### **4.2 HIGHWAYS CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

- 4.2.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.2.3 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.
- 4.2.4 On completion of the Highway Works or upon written request from the Owner submitted more than 12 (twelve) months from the date of a notice given to the Council pursuant to Clause 5.2 the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended or allocated to be spent by the Council in carrying out the Highway Works.
- 4.2.5 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.
- 4.2.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

#### **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 issue of the Certificate of Practical Completion the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/4549/P and

referring to the effect of clause 4.2.4 hereof 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 during the Construction Phase or any reasonable 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 reasonable and proper expenses or liability arising to the Council in respect of any established 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 provide through its Planning Obligations Monitoring Officer confirmation of compliance and if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation shall 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 2016/4549/P.

5.7 Payment of the Highways Contribution pursuant to 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 2016/4549/P. Electronic Transfer 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the planning reference number 2016/4549/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 by the Council.
- 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 PROVIDED THAT the Owner shall be entitled to (and the Council will consent to) the removal of any such entry in the Charges Register of the title to the Property following the discharge of the obligations at Clauses 4.1 and 4.2 herein.
- 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, Her Majesty the Commissioners 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 and any chargee or mortgagee who acquires an interest in the Property by virtue of a charge or mortgage over the Property shall have no liability under this Agreement at any time other than if it becomes and is a chargee or mortgagee in possession of the Property (or part thereof).

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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

## 7. **JOINT AND SEVERAL LIABILITY**

7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

## 8. **INDEMNITY**

8.1 In consideration of the Commissioners entering into this Agreement the Owner hereby covenants with the Commissioners to observe and perform the obligations herein contained and to indemnify and keep fully indemnified Her Majesty and Her Successors and the Commissioners and their successors from and against all actions proceedings demands costs claims or other liabilities whatsoever arising directly or indirectly by reason of any breach or non-compliance with any condition or obligation or covenant contained within this Agreement or by reason of the Commissioners covenanting with the Council in the terms set out in the Agreement.

8.2 The Owner covenants with the Commissioners that prior to any disposal of its interest in the Property it shall procure that the disponent enters into a deed of indemnity with

and in favour of the Commissioners in the same terms as those which are set out at clause. 8.1

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 and the Commissioners have caused their respective Common Seals to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

THE OFFICIAL SEAL OF THE )  
CROWN ESTATE COMMISSIONERS )  
was hereto affixed )  
and authenticated by: )



**ANTHEA HARRIES**  
Authorised by the Crown Estate Commissioners

EXECUTED AS A DEED BY )  
MANSOUR NAMAKI-SHOUSHTARY )  
in the presence of: )



.....  
**Witness Signature**

**Witness Name:** *Mansour Cony*  
**Address:** *9A LION GATE GARDENS  
RICHMOND, TW9 2DN*  
**Occupation:** *CHARTERED ACCOUNTANT*

EXECUTED AS A DEED BY  
FARIBA NAMAKI- SHOUSHARY  
in the presence of:

)  
)  
)

*F. Namaki*

*[Handwritten signature]*

.....  
Witness Signature

Witness Name: *Myra Coy*  
Address: *9A LION GATE GARDENS  
RICHMOND TW9 2JW*  
Occupation: *CHARTERED ACCOUNTANT*

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

*R. Alexander*

.....  
Authorised Signatory





**THE 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**



**Annexure 1 - Plan**





SH

# 12 & 13 GLOUCESTER GATE MEWS LONDON NW1 4AD

M.W.

F.V. *James James*



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**Annexure 2 – Draft Planning Permission and Listed Building Consent**



Montagu Evans LLP  
5 Bolton Street  
London  
W1J 8BA

Application Ref: **2016/4549/P**

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:

**12 Gloucester Gate  
12 & 13 Gloucester Gate Mews  
London  
NW1 4AD**

Proposal:

**DECISION**  
Erection of single storey extension connecting 12 Gloucester Gate to mews building; insertion of rooflight; excavation of basement to extend below rear courtyard and mews properties; remodelling of mews properties with sash windows at upper ground floor (facing courtyard), parapet height raised, and erection of hipped, pitched roof to 12 Gloucester Gate Mews following demolition of 12 and 13 Gloucester Gate Mews behind retained elevation facing Gloucester Gate Mews.

Drawing Nos: Design and access statement prepared by Make dated August 2016; Daylight and Sunlight Report prepared by EB7 dated 5th August 2016; Planning statement prepared by Montague Evans dated August 2016; Heritage Statement prepared by Montague Evans dated August 2016; Basement Impact Assessment with Appendix A-J prepared by Technicker dated 12.08.2016; Outline Construction Management Plan prepared by Technicker dated 12.08.2016; Basement Impact Assessment - Addendum 01 & 02 prepared by Techniker dated 21.09.2016 & 04.10.2016; Arboricultural Impact Assessment prepared by Environmental Services dated 11th August 2016; Addendum To Arboricultural Impact Assessment prepared by Environmental Services dated 14th November 2016; PD2200 01; PD2201 02; PD2202 02; PD2203 01; PD2204 02; PD0010 01; PD0011 01; PD0999 01; PD1000 01; PD1000A 01; PD1001 01; PD1002 01; PD1003 01; PD1100 01; PD1101 01; PD1200 01; PD1201 01; PD1202 01; PD1203 01; PD1204 01; PD1205 01; PD1499 01; PD1500; PD1501; PD1502; PD1503; PD1601; PD1701;

PD1703; PD1704; PD1999 05; PD2000 02; PD2000A 03; PD2002 02; PD2003 02; PD2100 01; PD2101 01; PD1998 03; PD2001 03; PD2205 06; PD3910

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 CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Design and access statement prepared by Make dated August 2016; Daylight and Sunlight Report prepared by EB7 dated 5th August 2016; Planning statement prepared by Montague Evans dated August 2016; Heritage Statement prepared by Montague Evans dated August 2016; Basement Impact Assessment with Appendix A-J prepared by Technicker dated 12.08.2016; Outline Construction Management Plan prepared by Technicker dated 12.08.2016; Basement Impact Assessment - Addendum 01 & 02 prepared by Techniker dated 21.09.2016 & 04.10.2016; Arboricultural Impact Assessment prepared by Environmental Services dated 11th August 2016; Addendum To Arboricultural Impact Assessment prepared by Environmental Services dated 14th November 2016; PD2200 01; PD2201 02; PD2202 02; PD2203 01; PD2204 02; PD0010 01; PD0011 01; PD0999 01; PD1000 01; PD1000A 01; PD1001 01; PD1002 01; PD1003 01; PD1100 01; PD1101 01; PD1200 01; PD1201 01; PD1202 01; PD1203 01; PD1204 01; PD1205 01; PD1499 01; PD1500; PD1501; PD1502; PD1503; PD1601; PD1701; PD1703; PD1704; PD1999 05; PD2000 02; PD2000A 03; PD2002 02; PD2003 02; PD2100 01; PD2101 01; PD1998 03; PD2001 03; PD2205 06; PD3910



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

- 4 Prior to commencement of the relevant part, details of measures to mitigate light spill from the rooflights and glazed extension hereby approved shall be submitted to and approved in writing by the local planning authority. The approved details shall be installed prior to the occupation of the dwelling and shall be permanently retained.

Reason: To safeguard the setting of the listed building and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. [Such details shall include details of the replacement Cherry tree, planted screen adjoining 14 Gloucester Gate and courtyard planting]. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 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 policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 7 During the first available planting season following the completion of works, a Liquidambar styraciflua (sweet gum) tree shall be planted as a heavy standard with a girth size of 12-14 cms, unless otherwise agreed in writing by the local authority. The tree shall be planted and maintained to the standards set out in BS8545:2014.

Reason: In order to comply with the provisions of Section 206 of the Town and Country Planning Act 1990 (as amended).

- 8 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 policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 9 The development shall be carried out in strict accordance with the Basement Impact Assessment with Appendix A-J prepared by Techniker dated 12.08.2016 and Basement Impact Assessment - Addendum 01 & 02 prepared by Techniker dated 21.09.2016 & 04.10.2016 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 policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 10 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 policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.



- 11 Prior to the commencement of any works on site, tree protection measures detailed in the arboricultural report ref. D1006151635 dated 11/08/2016 shall be installed on site and shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.

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

**DRAFT**

**DECISION**

Montagu Evans LLP  
5 Bolton Street  
London  
W1J 8BA

Application Ref: **2016/4554/L**  
Please ask for: **David Peres Da Costa**  
Telephone: 020 7974 5262

# DRAFT

Dear Sir/Madam

## DECISION

Planning (Listed Building and Conservation Areas) Act 1990

### Listed Building Consent Granted

Address:

**12 Gloucester Gate  
12 & 13 Gloucester Gate Mews  
London  
NW1 4AD**

# DECISION

Proposal:

Erection of single storey extension connecting 12 Gloucester Gate to mews building; insertion of rooflight; excavation of basement to extend below rear courtyard and mews properties; remodelling of mews properties with sash windows at upper ground floor (facing courtyard), parapet height raised, and erection of hipped, pitched roof to 12 Gloucester Gate Mews following demolition of 12 and 13 Gloucester Gate Mews behind retained elevation facing Gloucester Gate Mews and internal alterations to 12 Gloucester Gate including installation of lift and alterations at 1st and 2nd floor level.

Drawing Nos: Design and access statement prepared by Make dated August 2016; Daylight and Sunlight Report prepared by EB7 dated 5th August 2016; Planning statement prepared by Montague Evans dated August 2016; Heritage Statement prepared by Montague Evans dated August 2016; Basement Impact Assessment with Appendix A-J prepared by Technicker dated 12.08.2016; Outline Construction Management Plan prepared by Technicker dated 12.08.2016; Basement Impact Assessment - Addendum 01 & 02 prepared by Technicker dated 21.09.2016 & 04.10.2016; Arboricultural Impact Assessment prepared by Environmental Services dated 11th August 2016; Addendum To Arboricultural Impact Assessment prepared by Environmental Services dated 14th

Executive Director Supporting Communities



November 2016; PD2200 01; PD2201 02; PD2202 02; PD2203 01; PD2204 02; PD0010 01; PD0011 01; PD0999 01; PD1000 01; PD1000A 01; PD1001 01; PD1002 01; PD1003 01; PD1100 01; PD1101 01; PD1200 01; PD1201 01; PD1202 01; PD1203 01; PD1204 01; PD1205 01; PD1499 01; PD1500; PD1501; PD1502; PD1503; PD1601; PD1701; PD1703; PD1704; PD1999 05; PD2000 02; PD2000A 03; PD2002 02; PD2003 02; PD2100 01; PD2101 01; PD1998 03; PD2001 03; PD2205 05; PD3910

The Council has considered your application and decided to grant subject to the following condition(s):

Conditions And Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 All new external and internal works and finishes and works of making good to the retained fabric, shall match the existing adjacent work with regard to the methods used and to material, colour, texture and profile, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The works hereby approved are only those specifically indicated on the drawing(s) referred to above.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Before any work is undertaken in pursuance of this consent to demolish or to alter by way of partial demolition any part of the building, structural engineers' drawings and a method statement for the demolition and excavation, indicating the proposed method of ensuring the safety and stability of the building fabric to be retained throughout the period of demolition and reconstruction, shall be submitted to and approved by the Council as local planning authority. The relevant work shall be carried out in accordance with such structural engineers' drawings and method statement thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London

Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before the commencement of works to 12 Gloucester Gate Mews, a photographic record of the interior shall be made and submitted to the local planning authority.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 All historic fabric (joinery, original bricks or York stone) removed during the course of the works to be salvaged and retained on site for reuse within the scheme unless otherwise agreed in writing with the local planning authority.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 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 before the relevant part of the work is begun:

a) Full details of all new joinery at a minimum of 1:20 scale and with typical sections at a minimum of 1:2 scale.

b) Full details of the new garden room including details of the junction with the brickwork of the listed buildings.

c) A sample brickwork panel for all new masonry to be provided on site (and retained on site during the course of the works).

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Should any historic fabric be uncovered during the course of the works the works should cease in the specific area and the conservation officer contacted with a view to agreeing their retention or salvage.

Reason: In order to safeguard the special architectural and historic interest of the

building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Executive Director Supporting Communities

**DRAFT**

**DECISION**