

DATED

8TH MARCH

2019

(1) CARLTONE LIMITED

and

(2) JOLLY ESTATES LIMITED

and

(3) SANTANDER UK PLC

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

307 AND 309 FINCHLEY ROAD LONDON NW3 6EH

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972 and

Section 1(1) of the Localism Act 2011

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Legal/JL/1800.519

VFINAL

THIS AGREEMENT is made the 8th day of March 2019

B E T W E E N:

- A. **CARLTONE LIMITED** (Co. Regn. No. 03351664) whose registered office is at 4 Marylebone Street, London W1G 8JH (hereinafter called "the First Freeholder") of the first part
- B. **JOLLY ESTATES LIMITED** (Co. Regn. No. 10025963) whose registered office is at 4 Marylebone Street, London W1G 8JH (hereinafter called "the Second Freeholder") of second part
- C. **SANTANDER UK PLC** (Co. Regn. No. 2294747) of 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called "the Mortgagee") of the third part
- D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of part the Property under Title Number NGL496757 subject to a charge to the Mortgagee.
- 1.2 The Second Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL498006 and is also registered at the Land Registry as the leasehold proprietor of part of the Property under Title Numbers NGL592601 and NGL964386.
- 1.3 The First Freeholder the Second Freeholder are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to together as "the Owner".

- 1.4 A planning application for the Development of the Property was submitted to the Council and validated on 12 September 2017 and the Council resolved to grant permission conditionally under reference number 2017/3710/P subject to conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 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 NGL496757 and dated 23 April 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 | "Affordable Housing" | low-cost Social Rented Housing and Intermediate 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 £78,713 (seventy eight thousand seven hundred and thirteen 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 |
| 2.6 | "Construction Management Plan" | a plan setting out the measures that the Owner will adopt in undertaking and demolition works 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):- |

- (a) 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 buildings or structures on the Property and the building out of the Development;

- (b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (c) amelioration and monitoring measures over construction traffic including procedures for notifying TfL and 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);
- (d) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (e) 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

2.7 "the Construction Management Plan Implementation Support Contribution"

the sum of £3,240 (three thousand two hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.8 "the Construction Phase"

the whole period between:-

(a) the Implementation Date; and

(b) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes and demolition works

2.9 "the Council's Considerate Contractor Manual"

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

2.10 "the Development"

Change of use of part of basement and ground floors from Strip Club (Sui Generis) and office (B1a) to office (B1a) and 4 duplex units for short term lets (Sui Generis) including creation of a lightwell to the Lithos Road elevation. Relocation of bike store and change of use of office (B1) on Lithos Road to 1 short term let unit (Sui Generis). Façade alterations to the Lithos Road elevation of No.307 and alterations to the rear elevation at basement and ground floors. Roof extension to the rear of 307 to provide 4 self-contained units (2xstudio, 1x1 bed and 1x2 bed) together with associated terraces (Class C3). Conversion of 309 Finchley Road from 2 flats (3-bed flat and 2-bed flat) to 3 flats (2 x 2-bed and 1x 3-bed) (Class C3) including rear and side extension at 1st to 3rd floors with alterations to rear fenestration and alterations to shopfront of 309 Finchley Road as shown on drawing numbers:

Site location plan: 69-001

Existing drawing: 69-: 300; 321; 322; 323; 324; 325;

200; 010; 011; 012; 013; 014; 015

Proposed drawings: 69-: 200 A; 100 J; 101 H; 102 G; 103 G; 104 F; 105 C; 106 C; 321 A; 323 A; 324 A;

Supporting documents: Construction Management Plan Camden pro-forma; Design and Access Statement prepared by AD Design Concepts dated June 2017; Heritage statement prepared by Built Heritage Consultancy dated June 2017; Planning Statement prepared by Nicholas Taylor + Associates dated June 2017; Daylight And Sunlight prepared by Jessop Associates dated 23rd August 2017; Area accommodation schedule; Energy & Sustainability Statement prepared by XCO2 dated March 2018; Daylight and Sunlight addendums prepared by Jessop Associates dated 5 April 2018 (1117-01-02) and 17 April 2018 (1117-01-02(1))

2.11 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- a) The incorporation of the measures set out in the submission document entitled Energy and Sustainability Statement prepared by XCO2 dated March 2018 to achieve a 19% reduction in CO2 emissions beyond the Part L 2013 baseline;
- b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a minimum reduction of at least 9.6% in carbon emissions in relation to the Property using a combination of complementary low and zero

carbon technologies;

- c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will

be maintainable in the Development's future management and occupation; and

- g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.12	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.13	"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 Owner"	means the First Freeholder and the Second Freeholder
2.15	"the Parties"	means the Council and the Owner and the Mortgagee
2.16	"Plan 1"	the plan showing the Property attached hereto and labelled Plan 1
2.17	"Plan 2"	the plans showing the Short Term Let Accommodation attached hereto and labelled Plan 2 and marked "Short Term Let Accommodation"
2.18	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 12 September 2017 for which a resolution to grant permission has been

passed conditionally under reference number 2017/3710/P subject to conclusion of this Agreement

2.19 "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

2.20 "the Planning Permission"

a planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto

2.21 "the Property"

the land known as 307 and 309 Finchley Road London NW3 6EH the same as shown outlined in red on Plan 1

2.22 "Public Open Space Contribution"

the sum of £10,375 (ten thousand three hundred and seventy five pounds) to be paid by the Owners 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.23 "Residential Units"

means all the units of residential accommodation forming part of the Development including the existing units which are being enlarged (or are part of the conversion) as shown outlined in blue on plans marked "Residential Units" and the Short Term Let Accommodation

- 2.24 "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
- 2.25 "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
- 2.26 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Property securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-
- (a) a requirement for delivery and servicing vehicles to load/ unload from a specific suitably located area;
 - (b) details of the person/s responsible for directing and receiving deliveries to the Property;
 - (c) measures to avoid a number of delivery vehicles arriving at the same time;
 - (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
 - (e) likely nature of goods to be delivered;

- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) details of arrangements for refuse storage and servicing; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.27 "Short Term Accommodation"

Let means the 4 (four) duplex units forming part of the Development split over the basement and ground floors and the 1 unit on ground floor as shown outlined in red on Plan 2

- 2.28 "Short Term Let Management Plan" The package of measures to be adopted by the Owner and approved by the Council for the management of the Short Term Let Accommodation in order to ensure the safety, security and respect for neighbours and common parts of shared buildings and minimise the impact on amenity to include inter alia the following requirements: -
- a) to register with the building manager that the Short Term Let Accommodation is being used for short-term rental activity and to provide details of any provider and which internet site(s) the Short Term Let Accommodation is listed on;
 - b) provision of a designated contact in order that any issues affecting both occupiers and neighbours can be dealt with in an efficient manner and creating a tangible point of reference, ensuring that the designated contact must be located in London and on call 24x7 hours a week in case of any issues and this company or person and their contact details must be made available to occupiers of the Property and registered with the building manager in case of any issues;
 - c) to ensure that any short-lets must be by way of a license only and should not create a landlord and tenant relationship;
 - d) guests to be screened in advance of occupation with personal ID checks on arrival and copies of ID documents saved for all people staying (this is a health and safety requirement);
 - e) only the individuals named in the original booking to be allowed in the Development

during the stay (ensuring that all ID's are checked before keys to the building are handed over);

- f) to follow all health and safety requirements and have a current gas safety certificate, fire extinguisher, carbon monoxide detector, smoke alarm and first aid kit in each unit of Short Term Let Accommodation;
- g) to have insurance that covers 3rd party liability due to any actions of the guests of the Short Term Let Accommodation (including accidental damage);
- h) porters not to be asked to manage any guests of the Short Term Let Accommodation, from meeting them, to handing over keys etc. or to provide support to guests in any way;
- i) if a building fob is lost or not returned by a guest, to advise the building management to ensure it is deactivated. All costs for replacement to be borne by the owner of the Short Term Let Accommodation;
- j) no bookings of less than 3 nights should be taken in respect of Studio 4 as shown on the plans marked "Short Let Accommodation" to avoid extremely high turnover of people into the building and the security risks this poses;
- k) details of dissemination of information to occupiers of the Property and the building manager;
- h) any further information the Council may reasonably require; and
- i) identifying means of ensuring the provision of information to the Council and building manager when required and the provision of

a mechanism for review and update as required from time to time

2.29 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) achieve the targets set out in the submission document entitled Energy and Sustainability Statement prepared by XCO2 dated March 2018;
- (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Excellent rating and attaining at least 34% of the credits in Energy 80% of the credits in Water and 45% of the credits in Materials categories;
- (c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

- (e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

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; Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 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 Prior to the Implementation Date to pay to the Council one third of the Affordable Housing Contribution.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received one third of the Affordable Housing Contribution.
- 4.1.3 Upon the date of issue of the Certificate of Practical Completion to pay to the Council a further one third of the Affordable Housing Contribution.
- 4.1.4 Upon the date of first Occupation of the office units forming part of the Development to pay to the Council the remainder of the Affordable Housing Contribution

4.1.5 Not to Occupy or permit the Occupation of the Residential Units (including for the avoidance of doubt the Short Term Let Accommodation)

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 of the Residential Units each new occupier of the Residential Units 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:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) 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 the relevant Residential Units at any time during which the occupier of the Residential Units 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 4.1 and 4.2 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 (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 and 4.2 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 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.

4.3.2 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.

4.3.3 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.

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

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.5 PUBLIC OPEN SPACE CONTRIBUTION

4.5.1 The Owners hereby covenant with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.5.2 The Owners hereby covenant with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.6 SERVICE MANAGEMENT PLAN

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.

4.6.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.6.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.7 SHORT TERM LET MANAGEMENT PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Short Term Let Management Plan.
- 4.7.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Short Term Let Management Plan as demonstrated by written notice to that effect.
- 4.7.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Short Term Let Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Short Term Let Management Plan.

4.8 SUSTAINABILITY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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 Planning Permission 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 the Planning Permission reference 2017/3710/P the date upon which the Development is 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and

citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/3710/P.

5.7 Payment of any contributions pursuant to Clause 4 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 2017/3710/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.

5.7 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.

5.8 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

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

5.9 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 2017/3710/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 monitoring fees and 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 on written demand 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 the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY
CARLTONE LIMITED

acting by A. Zaidi a Director

)
)
)

A. Zaidi

Director

in the presence of:

[Signature]

Witness

Mehdi Khosravi

Names and Address

EXECUTED AS A DEED BY
JOLLY ESTATES LIMITED

acting by A. Zaidi a Director

)
)
)

A. Zaidi

Director

in the presence of:


[Signature]

Witness

Mehdi Khosravi

Name and Address


EXECUTED AS A DEED BY
SANTANDER UK PLC
in the presence of:-


.....
Richard Mann

)
)
)



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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Section 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s to inform them that they also fall under the provisions of this

s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

THE THIRD SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... *"All developments which generate significant amounts of movement should be required to provide a Travel Plan."*

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

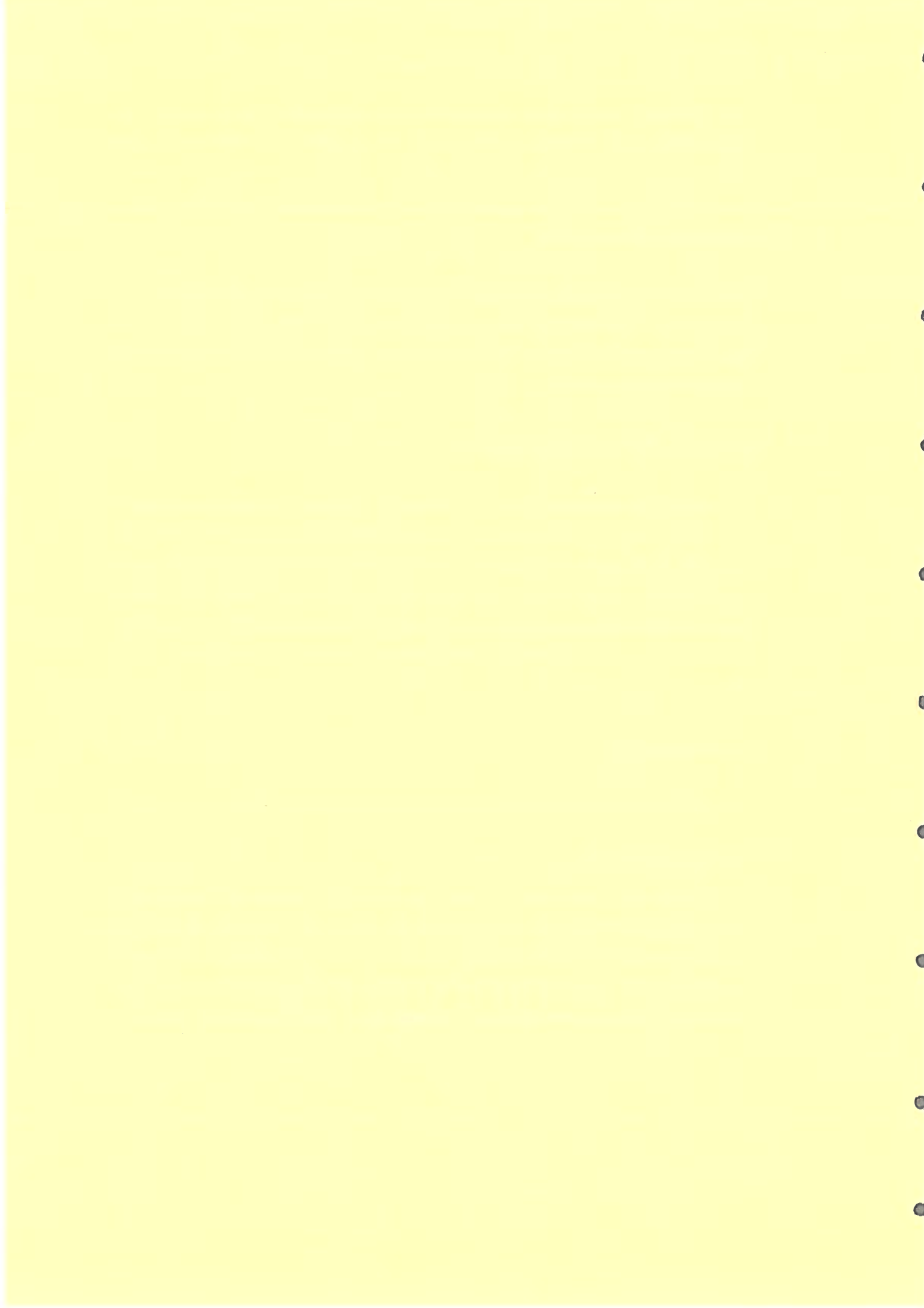
This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.



PLAN 1

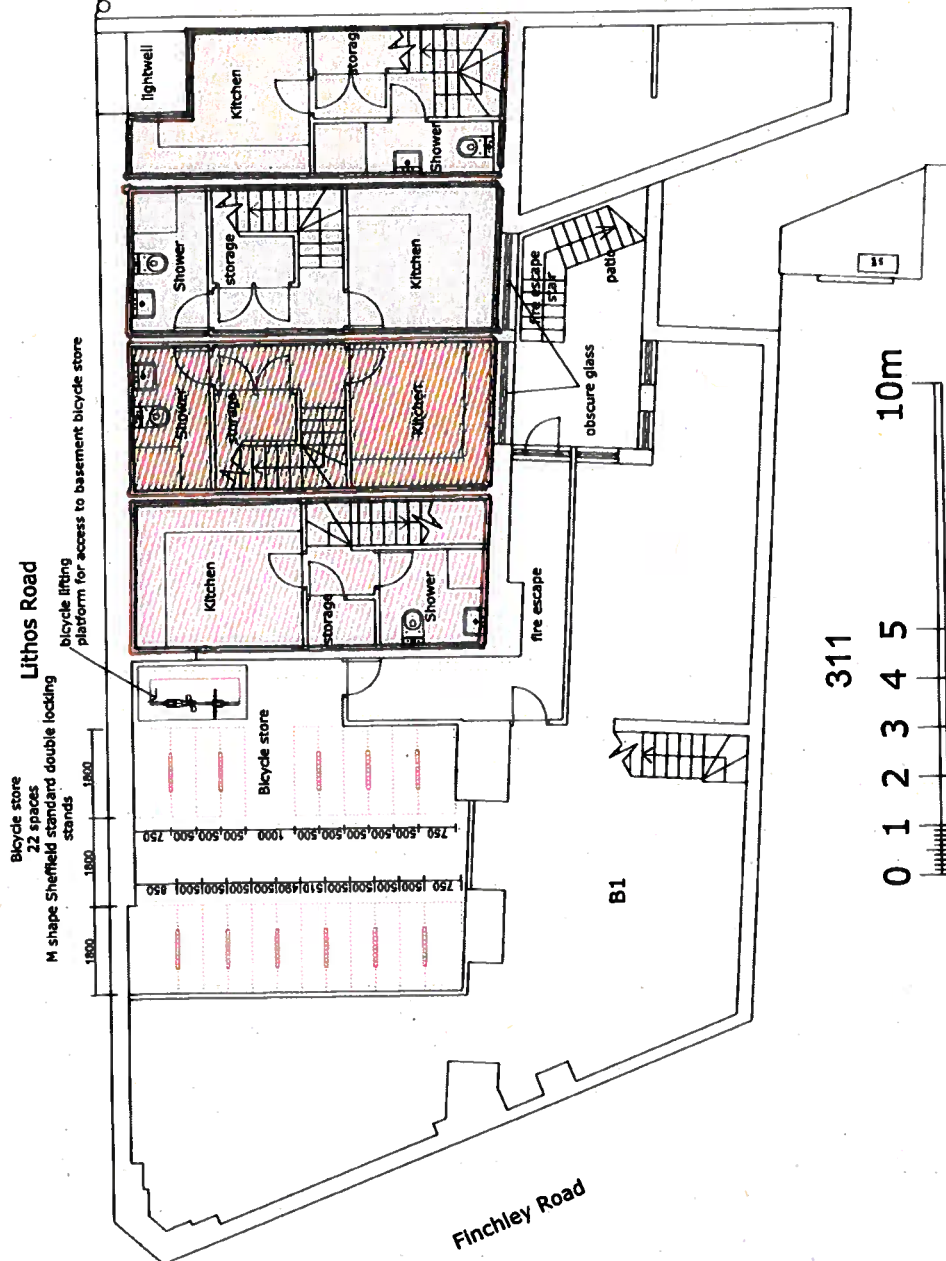


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307&309 Finchley Road, London NW3 - Location Plan

Issue	Planning
ad design concepts	
Project	planning - architecture - interior
Drawing Title:	307&309 Finchley Road
Drawing Number:	Location Plan
Revision:	49-001
Date:	June 2017
Scale:	1:500@A3:
Ad Design Concepts Ltd - 25 Cranston Gardens, London NW2 1JH - www.adconcept.co.uk - Tel: 02083090343 - Fax: 02083090343 - email: info@adconcept.co.uk	

PLAN 2: "SHORT TERM LET ACCOMODATION"



307&309 Finchley Road, London NW3 - Proposed Basement Floor Plan

[illegible]

Nicholas Taylor + Associates
31 Windmill Street
W1T 2JN

Application Ref: **2017/3710/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:
307 and 309 Finchley Road
London
NW3 6EH

PROPOSAL
DECISION
Proposal:

Change of use of part of basement and ground floors from Strip Club (Sui Generis) and office (B1a) to office (B1a) and 4 duplex units for short term lets (Sui Generis) including creation of a lightwell to the Lithos Road elevation. Relocation of bike store and change of use of office (B1) on Lithos Road to 1 short term let unit (Sui Generis). Façade alterations to the Lithos Road elevation of No.307 and alterations to the rear elevation at basement and ground floors. Roof extension to the rear of 307 to provide 4 self-contained units (2xstudio, 1x1 bed and 1x2 bed) together with associated terraces (Class C3). Conversion of 309 Finchley Road from 2 flats (3-bed flat and 2-bed flat) to 3 flats (2 x 2-bed and 1x 3-bed) (Class C3) including rear and side extension at 1st to 3rd floors with alterations to rear fenestration. Alterations to shopfront of 309 Finchley Road.

Drawing Nos:

Site location plan: 69-001

Existing drawing: 69-: 300; 321; 322; 323; 324; 325; 200; 010; 011; 012; 013; 014; 015

Proposed drawings: 69-: 200 A; 100 J; 101 H; 102 G; 103 G; 104 F; 105 C; 106 C; 321 A; 323 A; 324 A;

Supporting documents: Construction Management Plan Camden pro-forma; Design and Access Statement prepared by AD Design Concepts dated June 2017; Heritage statement prepared by Built Heritage Consultancy dated June 2017; Planning Statement prepared by Nicholas Taylor + Associates dated June 2017; Daylight And Sunlight prepared by Jessop Associates dated 23rd August 2017; Area accommodation schedule; Energy & Sustainability Statement prepared by XCO2 dated March 2018; Daylight and Sunlight addendums prepared by Jessop Associates dated 5 April 2018 (1117-01-02) and 17 April 2018 (1117-01-02(1))

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

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

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

Condition(s) and Reason(s):

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

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

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

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

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

Site location plan: 69-001

Existing drawing: 69-: 300; 321; 322; 323; 324; 325; 200; 010; 011; 012; 013; 014; 015

Proposed drawings: 69-: 200 A; 100 J; 101 H; 102 G; 103 G; 104 F; 105 C; 106 C; 321 A; 323 A; 324 A;

Supporting documents: Construction Management Plan Camden pro-forma; Design and Access Statement prepared by AD Design Concepts dated June 2017; Heritage statement prepared by Built Heritage Consultancy dated June 2017; Planning Statement prepared by Nicholas Taylor + Associates dated June 2017; Daylight And Sunlight prepared by Jessop Associates dated 23rd August 2017; Area accommodation schedule; Energy & Sustainability Statement prepared by XCO2 dated March 2018; Daylight and Sunlight addendums prepared by Jessop Associates dated 5 April 2018 (1117-01-02) and 17 April 2018 (1117-01-02(1))

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

- 4 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) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new shopfronts at a scale of 1:10;

c) 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).

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 of the London Borough of Camden Local Plan 2017.

- 5 Before the brickwork is commenced, a 1m by 1m sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority. The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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

- 6 A 1.8 metre high screen, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected between the roof terraces of flat 3 and flat 4 at fourth floor level prior to commencement of use of the roof terrace and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

7 Solar PV and ASHPs

Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells and air source heat pumps to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of meters to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided. The equipment shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 8 The development hereby approved shall be constructed in accordance with the approved document 'ENERGY & SUSTAINABILITY STATEMENT 307-309 Finchley Road' dated 28/03/2018 prepared by XCO2 to achieve a minimum 19% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a minimum 9.6% reduction in carbon dioxide emissions through renewable technologies.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with Policies CC1, CC2 and CC4 of the London Borough of Camden Local Plan 2017.

- 9 Prior to commencement of development the sustainable urban drainage system shall be installed in accordance with the approved document 'ENERGY & SUSTAINABILITY STATEMENT 307-309 Finchley Road' dated 28/03/2018 prepared by XCO2. A lifetime maintenance plan demonstrating how the sustainable drainage system as approved will be maintained shall be submitted to and approved in writing by the local planning authority prior to commencement of the development.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

10 Sustainability

The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved document 'ENERGY & SUSTAINABILITY STATEMENT 307-309 Finchley Road' dated 28/03/2018 prepared by XCO2. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 11 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to the Local Planning Authority for approval in writing.

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

- 12 Prior to commencement of development (excluding demolition and site preparation works), full details of the mechanical ventilation system including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler stack and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CG4 and London Plan policy 7.14.

- 13 Obscure glazing

Prior to first occupation, the windows at 2nd, 3rd and 4th floor level on the rear elevation shall be obscure glazed as shown on the plans hereby approved and shall be retained as such.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 14 The cycle storage area for 22 cycles shown on the plans hereby approved shall be provided in its entirety prior to the first occupation of any of the new units, 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.

- 15 The five short-term let studios at ground floor hereby approved, shall not be used as permanent residential accommodation, for occupation for periods of more than 90 days.

Reason: In order to prevent the provision of poor quality permanent residential accommodation in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 16 The refuse and recycling store, as shown on the plans hereby approved, shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 17 Prior to commencement of development, 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
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used
 - iii. 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 and A3 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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £14,925 (298.5sqm x £50) for Mayoral CIL and £148,250 (298.5sqm x £500) for Camden's CIL for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 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.
- 5 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

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

DRAFT

DECISION