

DATED

31<sup>ST</sup> JULY

2020

**(1) BREEZE HOLDINGS LIMITED**

and

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

**A G R E E M E N T**  
relating to land known as

**18-20 ST PANCRAS WAY LONDON NW1 0QG**

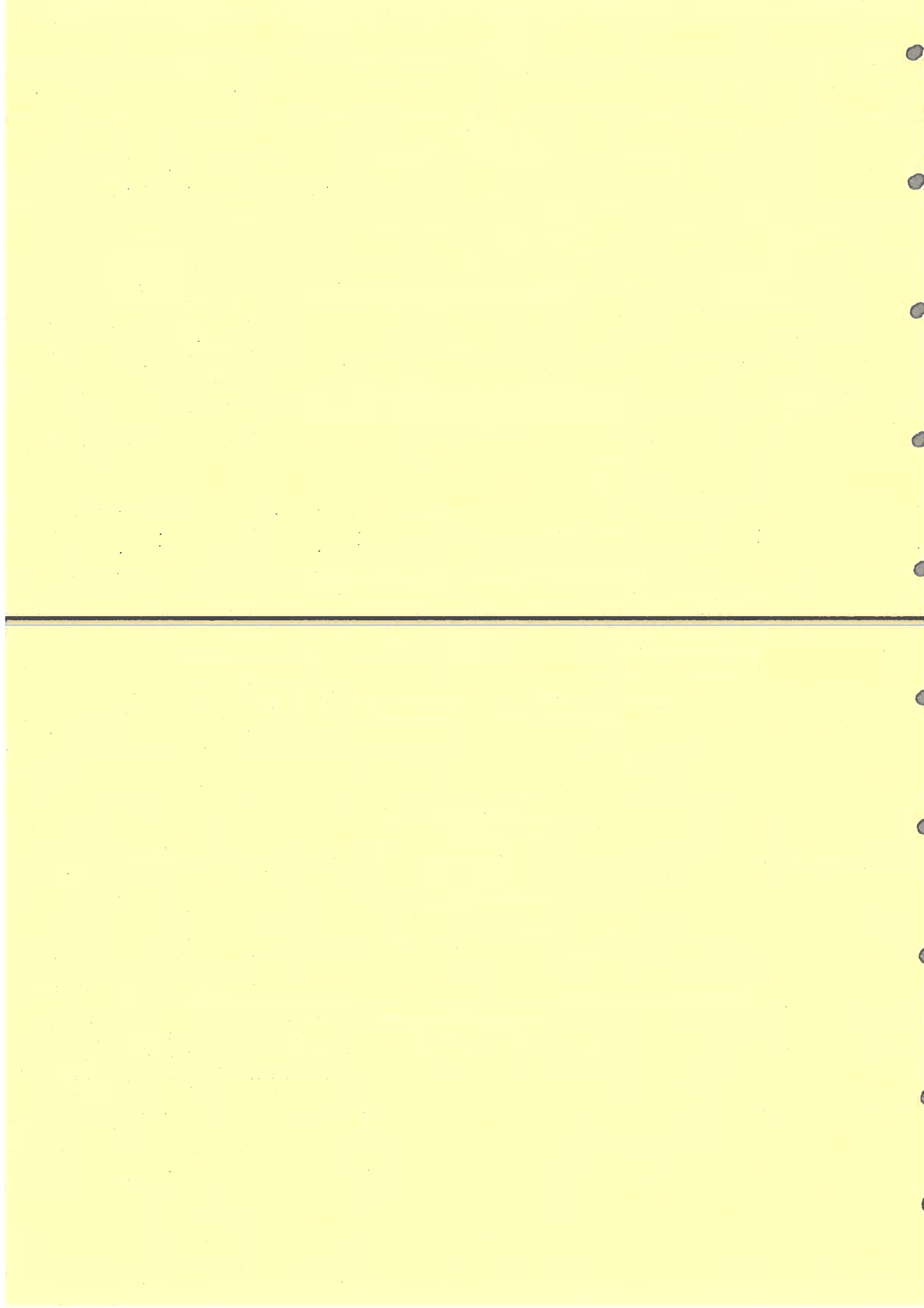
pursuant to

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

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

Tel: 020 7974 5680

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CLS/COM/PM/1800.1552  
FINAL 270520



THIS AGREEMENT is made the 3<sup>rd</sup> day of July 2020

**BETWEEN:**

- A. **BREEZE HOLDINGS LIMITED** (Company Registration Number 3503160) whose registered office is at Suite 1 Fusion House, 1 Rochester Mews, London, NW1 9JB and 21/22 Turle Road, London N4 3LZ (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN121498.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 20 January 2020 and the Council resolved to grant permission conditionally under reference number 2020/0259/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

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

## 2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost housing including social rented housing, affordable rented 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	"the Affordable Housing Payment in Lieu"	the sum of £44,679 (forty four thousand six hundred and seventy nine pounds) to be paid by 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 contribute to Affordable Housing in the Borough
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"the Development"	Remodelling of 3rd and 4th floors with erection of front and side extensions and alterations to fenestration in association with internal reconfiguration to accommodate 2 additional flats (Class C3) as shown on the following drawings: Location Plan, PA.00, PA.01-A, PA.02-A, PA.03-B, PA.04-B, PA.05-B, PA.06-B, PA.07-B, EX.01, EX.02, EX.03, EX.04, EX.05-A, EX.06-A, EX.07, EX.08, EX.09, EX.10, EX.11, EX.13, EX.13
2.6	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be

		construed accordingly
2.8	"the Parties"	mean the Council and the Owner
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 20 January 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/0259/P subject to conclusion of this Agreement
2.10	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as 18-20 St Pancras Way London NW1 0QG the same as shown outlined in red on the plan (1744OS1A) annexed hereto
2.13	"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
2.14	"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

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

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.



- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 

- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

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

##### **4.1 AFFORDABLE HOUSING PAYMENT IN LIEU**

- 4.1.1 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Payment In Lieu.
- 4.1.2 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Affordable Housing Payment In Lieu

## **4.2 CAR FREE**

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

4.2.1.1 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and

4.2.1.2 buy a contract to park within any car park owned, controlled or licensed by the Council.

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

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.2.1 and 4.2.2 above will remain permanently.

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 units forming part of the Development (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 4.2.1 of this Agreement.

## **5. NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development, the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2020/0259/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

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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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, 5 Pancras Square, London N1C 4AG quoting the planning reference number 2020/0259/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.



- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 The Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

## 8. **RIGHTS OF THIRD PARTIES**

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

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

**EXECUTED AS A DEED BY  
BREEZE HOLDINGS LIMITED**  
in the presence of:-/  
acting by a Director and its Secretary  
or by two Directors

.....  
Director

.....  
Director/Secretary

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

.....  
Authorised Signatory





Application ref: 2020/0259/P  
Contact:  
Tel: 020 7974  
Date:

**Development Management**  
Regeneration and Planning  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Tasou Associates Limited  
4 Amwell Street  
London  
EC1R 1UQ

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:  
**18-20 St Pancras Way**  
London  
NW1 0QG

**DECISION**  
Proposal:  
Remodelling of 3rd and 4th floors with erection of front and side extensions and alterations to fenestration in association with internal reconfiguration to accommodate 2 additional flats (Class C3),  
Drawing Nos: Location Plan, PA.00, PA.01-A, PA.02-A, PA.03-B, PA.04-B, PA.05-B, PA.06-B, PA.07-B, EX.01, EX.02, EX.03, EX.04, EX.05-A, EX.06-A, EX.07, EX.08, EX.09, EX.10, EX.11, EX.13, EX.13

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 policies D1 and D2 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: Location Plan, PA.00, PA.01-A, PA.02-A, PA.03-B, PA.04-B, PA.05-B, PA.06-B, PA.07-B, EX.01, EX.02, EX.03, EX.04, EX.05-A, EX.06-A, EX.07, EX.08, EX.09, EX.10, EX.11, EX.13, EX.13

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

- 4 Prior to the relevant works taking place on site, 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 CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 5 The approved cycle parking facility 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.

#### Informative(s):

- 1 Reasons for granting permission.

The design of the existing 3rd and 4th floors detract from the appearance of the building. The rendered curved roof structure and box type projections on the street



facing elevation have little architectural value. The extension and remodelling of these upper floors would create a more coherent front and rear elevation. The height of the building would reduce on account of the existing curved roof form being removed and would match the height of no.16 St Pancras Way. The top floor would be set back from the existing building edge to remain subordinate to the host building.

The application has been revised so that the proposed lift and staircore to the roof have been replaced with an access hatch. The lift over-run would project above the proposed roofline although would be no higher than the existing building line. This projection is considered acceptable, given the setback of the building from the canal and its resulting limited visibility from the public realm.

The street facing elevation has been revised to include Juliette balcony windows either side of the recessed balcony on the third floor. These recesses ensure that the elevation does not appear flat and replicates the existing balconies below. The front elevation has also been revised to replicate the fenestration and rhythm of the details on the second floor, including metal balustrades. The windows will be upgraded throughout the building, using double glazed aluminium profile frames which is welcomed.

On the top floor the height of the glazing has been reduced through increasing the depth of the parapet. The frame around the glazing would also align with windows below which relates well to the existing elevation. The solid elements on the top floor facade are back painted, obscured glazed panels to provide the illusion of a fully glazed wall. The side of the extensions in fibre cement cladding will provide a clean and contemporary appearance and would match the cladding used for the extension approved under ref. 2015/3163/P. The existing metal post and mesh balustrades will also be replaced with slatted railings for the balconies to match those used at House 18A. Overall the proposal would enhance the character and appearance of the building, streetscene and Regents Canal Conservation Area.

- 2 The existing residential unit mix within the host building currently consists of 2 x 1 bed units, 3 x 2 bed units and 4 x 3 bed units. The proposal provides two additional units to the site and would alter the mix of units to 2 x 1 bed units, 6 x 2 bed units and 3 x 3 bed units. Local Plan policy H7 identifies 2 bed and 3 bed market units as high priority homes, therefore the altered mix of units with 2 additional 2 bedroom units is acceptable in land use terms.

Policy H4 requires a contribution to affordable housing from all developments that provide one or more additional homes and involve a total addition to residential floorspace of 100sqm GIA or more. The extensions would create 176sqm GIA (185sqm GEA) of additional residential floorspace and would create two additional residential units on the site. This floorspace, in addition to the 91sqm for the approved house ref.2018/4942/P, would provide a total of 267sqm GIA (281sqm GEA). The Council's current adopted multiplier for calculating a payment-in-lieu with market residential schemes is £2,650 per sqm. This provides an overall requirement of £44,679.

Each unit would have open plan living accommodation with dual aspect and access to balconies. The units would comply with the Government's minimum national space standards. Overall the new units would have a good quality standard of accommodation.

The extensions would be contained within the existing building footprint and therefore would not cause a loss of outlook or light to neighbouring windows. The new building line at fourth and fifth floor would match that of no.16 and therefore would not have an adverse amenity impact on this property.

In accordance with Policy T2 of the Camden Local Plan, all new development will be required to be car-free. This includes proposals for redevelopment and conversions of existing sites with new occupiers. Therefore all of the proposed new units are secured as car-free via a S106 agreement. The plan indicates that 2 Sheffield stands would be provided for 4 bicycles in the private courtyard, which is considered acceptable in regards to policy T1. The proposal would provide adequate waste storage within the internal courtyard.

A green roof would be provided at roof level which is welcomed in terms of reducing rain-water runoff and improving biodiversity. A condition is attached to this decision to require details of the green roof to be submitted and approved. PV panels would also be provided at roof level which would improve the energy self-sufficiency of the building.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under and s.72 of The Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

One objection was received during the course of this application. This and the site history have been considered in the assessment of this case.

As such, the proposal is in general accordance with policies H1, H4, H6, H7, D1, D2, T1, T2, CC1, CC2, CC3, CC5, A1 and A3 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2019.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 5 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.

- 6 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at [www.camden.gov.uk/cil](http://www.camden.gov.uk/cil) for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 7 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319> or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

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.

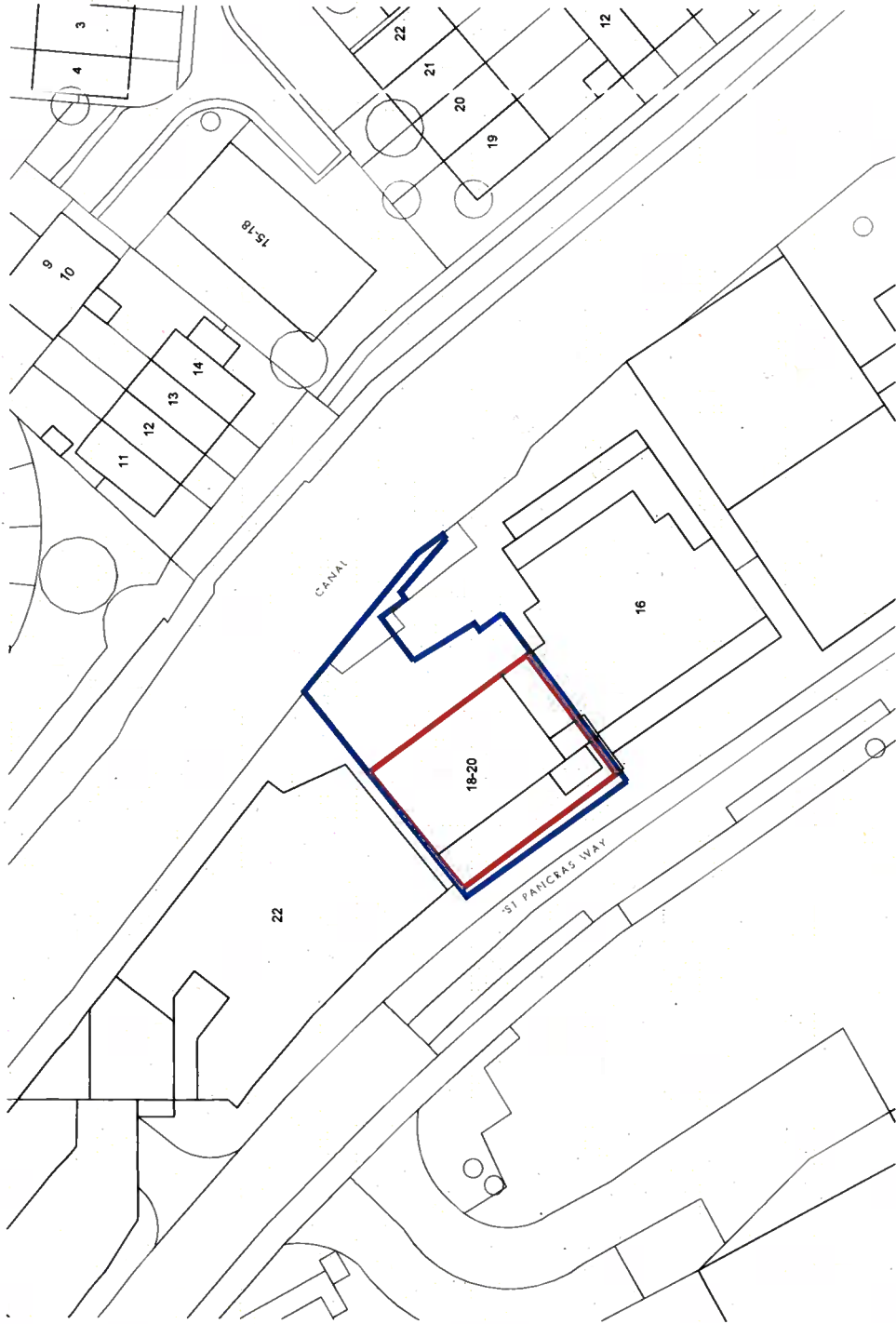
Yours faithfully

Supporting Communities Directorate





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**fasou**  
associates

architects • structural engineers

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PROJECT: 1517- St Pancras Way (18-20)

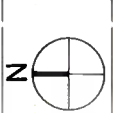
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PLANNING NO: 1744

DATE: Sept 2019

SCALE: OS.01

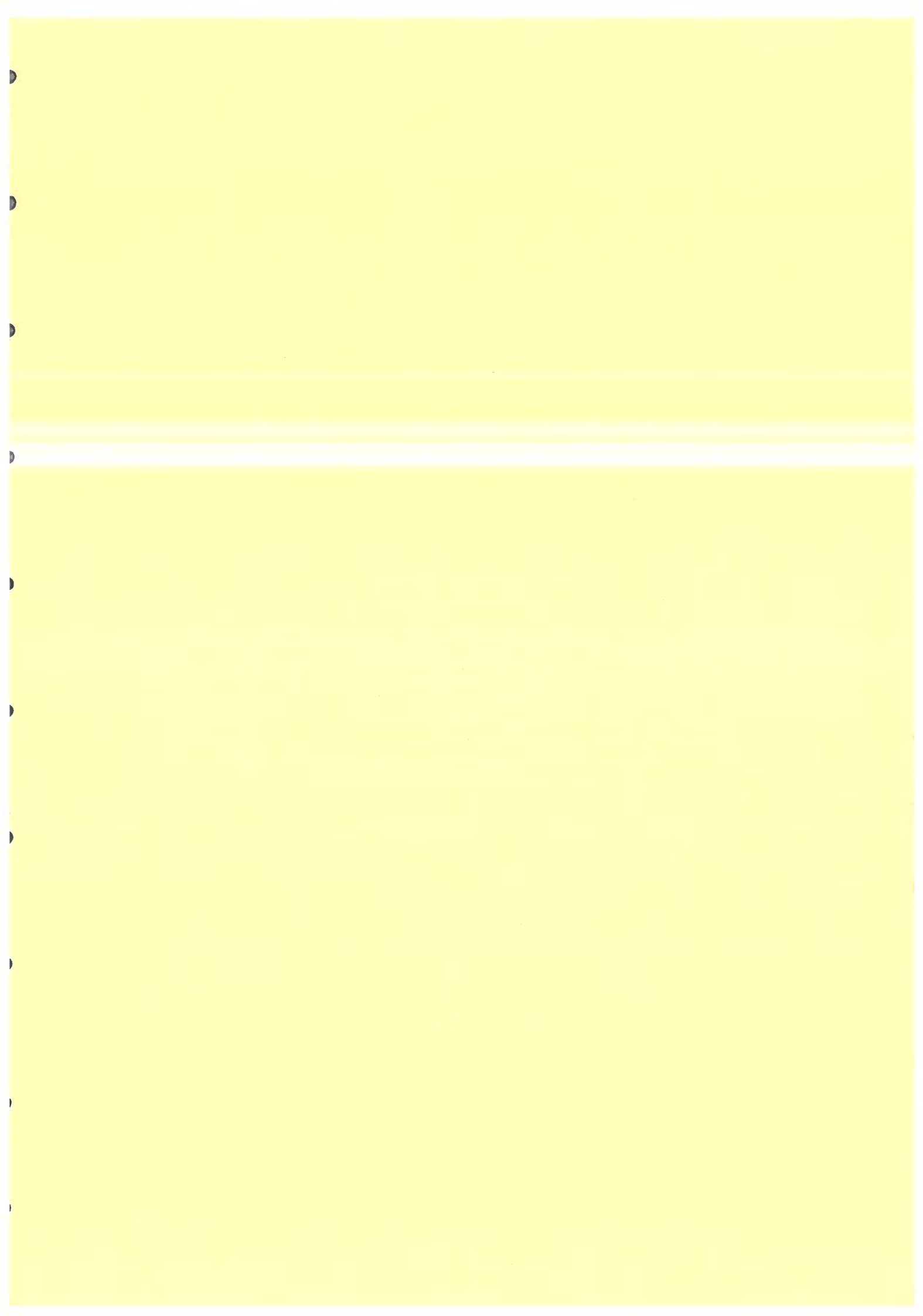
SCALE: 1:500



A.11.05.2020 SITE BOUNDARY







DATED

31st July

2020

(1) BREEZE HOLDINGS LIMITED

and

(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**  
relating to land known as

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18-20 ST PANCRAS WAY LONDON NW1 0QG

pursuant to

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