

DATED *20<sup>th</sup> August* 2020

**(1) STREATLEY PLACE (HAMPSTEAD) LIMITED**

**and**

**(2) UNITED NATIONAL BANK LIMITED**

**and**

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

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

**6 Streatley Place London NW3 1HP**

**pursuant to**

**Section 106 of the Town and Country Planning Act 1990 (as amended) and  
Section 16 of the Greater London Council (General Powers) Act 1974 and**

**Section 111 of the Local Government Act 1972**

**Section 278 of the Highways Act 1980**

**and**

**Section 1(1) of the Localism Act 2011**

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London Borough of Camden  
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London WC1H 9LP

Tel: 020 7974 1478

CLS/PM/1800.1387  
FINAL030720



THIS AGREEMENT is made the 20<sup>th</sup> day of August 2020

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

1. **STREATLEY PLACE (HAMPSTEAD) LIMITED** (Co. Regn. No. 11095973) of Studio 1, 197 Long Lane, London SE1 4PD (together hereinafter called "the Owner") of the first part
2. **UNITED NATIONAL BANK LIMITED** (Co. Regn. No. 4146820) of 2 Brook Street, London W1S 1BQ (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title number LN168595 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the Development of the Property was submitted to the Council and validated on 19 June 2018 and the Council resolved to grant permission conditionally under reference number 2018/2859/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and 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.

1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 agreement to be in the public benefit.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN168595 and dated 10<sup>th</sup> July 2018 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 housing that meets the needs of people unable to 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 £155,555 (one hundred and fifty-five thousand five hundred and fifty five 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 towards the provision of Affordable Housing in the London Borough of Camden
2.4	"Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.5	"Basement Approval in Principle"	an application to the Council's Highways Structural team for an approval in principle of the construction of the

	Application"	basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the intersection of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter.
2.6	"Basement Approval in Principle Contribution"	the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application.
2.7	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"Community Working Group"	a working group to be convened in accordance with the requirements of Clause 4.8 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community and Neighbouring Properties in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development.
2.9	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule annexed hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and

		<p>disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> <li>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings and structures on the Property and the building out of the Development;</li> <li>(ii) proposals to ensure there are no adverse effects on the Hampstead Conservation Area features;</li> <li>(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</li> </ul>
		<ul style="list-style-type: none"> <li>(iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</li> <li>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</li> <li>(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;</li> </ul>

		<p>(vii) evidence that the Owner has consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council;</p> <p>(viii) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.9(vii) hereof;</p> <p>(ix) evidence that the Owner (in preparing the plan) has taken account of any representations received pursuant to sub-clause 2.9(vii) hereof and</p> <p>(x) confirmation in writing from Members Briefing that the plan is agreed</p>
2.10	"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
2.11	"the Construction Phase"	<p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>
2.12	"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
2.13	"Detailed Basement Construction Plan"	<p>a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the following reports:</p> <p>Structural Feasibility Report by Ian Harban Consulting Engineers rev B dated January 2019; Site investigation and BIA by Soil consultants dated 30th April 2018; Ground movement analysis report draft by Geofem dated 12th January 2019 submitted with the Planning</p>
		<p>Application and to include the following key stages:-</p> <ol style="list-style-type: none"> <li>1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") and for details of the appointment to be submitted to the Council for written approval in advance of any appointment (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,</li> <li>2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detail Basement Construction Plan and at all times to ensure the following:-</li> </ol>



		<p>(a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and</p> <p>(b) that the result of these appropriately conservative figures ensure that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "Slight" with reference to the Burland Category of Damage; and</p> <p>(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vi) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan:</p> <p>(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);</p>
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		<p>(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;</p> <p>(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> <p>(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property</p>
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		<p>the Neighbouring Properties and the local water environment (surface and groundwater);</p> <p>(vi) measures to ensure ground water monitoring equipment and a displacement and vibration monitoring regime shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing);</p> <p>3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") and for details of the appointment of the certifying engineer to be submitted to the council for written approval in advance of the appointment; and,</p> <p>4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vi) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a</p>
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		<p>view to addressing these matters in the revised design plans.</p> <p>5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement (such approval not to be unreasonably withheld or delayed).</p> <p>6. The Owner to respond to any further reasonable and proper questions and requests for further reasonable and proper information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.</p>
2.14	"the Development"	<p>Demolition of the existing workshops &amp; stores and the erection of a 1-3 storey plus basement building with ground, 1st and 2nd floor roof terraces comprising 2 flats and 2 maisonettes as shown on STRB-EXLOC-00; STRB-EX-GA- 01A, 02A, 03A, 04A, 05A, 06A; STRB-PL-GA- 00A, 01D, 02B, 03C, 04A, 05B, 06D, 07C, 08C, 09, 10A, 11A, 12A, 13; STRB-PL-SK01 comparison sketch; Design and Access Statement by Martin Evans Architects dated June 2018; Daylight &amp; Sunlight Internal daylight assessment report by GIA dated 14 March</p>

		<p>2018; Daylight and Overshadowing impacts assessment report dated 10 May 2018; Energy Statement by Doherty Energy dated 6 June 2018; Bat Survey by Furesfen; Historic Environment Assessment by MOLA dated April 2018; Tree Survey by Tree Aware dated 1st May 2018; BS5837: 2012 Tree survey dated 12th October 2016; Root Protection Area Plan 33461-3-01; Arboriculture Impact Assessment by Tree Aware dated 1st May 2018; Construction Management Plan by Martin Evans Architects dated May 2018; CMP Executive summary dated May 2019; CMP summary sketch dated 11/09/2019; Structural Feasibility Report by Ian Harban Consulting Engineers rev B dated January 2019; Site investigation and BIA by Soil consultants dated 30th April 2018; Ground movement analysis report draft by Geofem dated 12th January 2019.</p>
2.15	"the Existing Buildings"	<p>The former workshops and stores buildings being part of the Development and currently found at the Property at the date hereof</p>
2.16	"the Highways Contribution"	<p>the sum of £33,211 (thirty three thousand two hundred and eleven pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):</p> <ul style="list-style-type: none"> <li>(i) to repave the carriageway and footway at Streatley Place directly adjacent to the Development;</li> <li>(ii) the removal and replacement of bollards and handrails (if considered necessary by the Council); and</li> <li>(iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)</li> </ul>

		all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertaker's costs</u>
2.17	"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
2.18	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.19	"Neighbouring Properties"	neighbouring properties to the Development to include
		the residential properties on: <ul style="list-style-type: none"> <li>• 1-4 Streatley Flats, Streatley Place;</li> <li>• 3 Streatley Place;</li> <li>• 7 Lakis Close;</li> <li>• 11-40 New Court, Lutton Terrace.</li> </ul>
2.20	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.21	"the Parties"	the Council the Owner and the Mortgagee
2.22	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 19 June 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/2859/P subject to conclusion of this Agreement

2.23	"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
2.24	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto
2.25	"the Property"	the land known as 6 Streatley Place, London, NW3 1HP the same as shown shaded grey on the plan at the Third Schedule annexed hereto
2.26	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.27	"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
2.28	"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
2.29	"the Sustainability Plan"	<p>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:-</p> <p>(i) achieve the targets set out in the submission document entitled "Energy Statement" dated 6 June 2018 by Doherty Energy and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate change mitigation), CC2 (Adapting to climate</p>

		<p>change), CC3 (Water and flooding), CC4 (Air quality) and CC5 (Waste);</p> <p>(ii) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;</p> <p>(iii) 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;</p> <p>(iv) details of maintenance and management relative</p>
		<p>to sustainability measures included in the Sustainability Plan;</p> <p>(v) 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</p> <p>(vi) 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</p>



**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 or 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 4.3 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### **4.1 AFFORDABLE HOUSING CONTRIBUTION**

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

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

##### **4.2 BASEMENT APPROVAL IN PRINCIPLE**

4.2.1 Unless otherwise agreed by the Council in writing, on or prior to the Implementation Date to:-

- (i) submit the Basement Approval in Principle Application; and
- (ii) pay to the Council the Basement Approval in Principle Contribution

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~~4.2.2 Unless otherwise agreed by the Council in writing not to Implement or permit Implementation of any part of the Development until such time as:~~

- ~~(i) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and~~
- ~~(ii) the Council has received the Basement Approval in Principle Application Contribution in full.~~

##### **4.3 CAR FREE**

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

- 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.

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

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 and 4.3.2 in this Agreement shall continue to have effect in perpetuity.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 and 4.3.2 of this Agreement.

#### **4.4 CONSTRUCTION MANAGEMENT PLAN**

##### **4.4.1 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.

##### **4.4.2 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.

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~~4.4.3 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.~~

4.4.4 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.

#### **4.5 DETAILED BASEMENT CONSTRUCTION PLAN**

4.5.1 On or prior to the Implementation Date of any basement works to provide the Council for approval the Detailed Basement Construction Plan.

- 4.5.2 Not to Implement nor allow Implementation of any basement works until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 4.5.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with Neighbouring Properties nor the Development itself.
- 4.5.4 To ensure that throughout the Construction Phase the construction of the basement shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in construction of the basement at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
- 4.5.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 4.5.6 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 accordance with any ongoing requirements of the Detailed Basement Construction Plan (if any) as approved by the Council (subject to any amendments that are subsequently agreed in writing by the Council and the Owner) and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

#### **4.6 HIGHWAYS CONTRIBUTION**

##### **4.6.1 On or prior to the Implementation Date to:-**

- (i) pay to the Council the Highways Contribution in full; and

- (ii) submit to the Council the Level Plans for approval.

4.6.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.6.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertaker's costs.

4.6.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.6.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

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#### **4.7 SUSTAINABILITY PLAN**

4.7.1 On or prior to the Implementation Date to submit to the Council for approval (such approval not to be unreasonably withheld or delayed) the Sustainability Plan.

4.7.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

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

4.7.4 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

## **4.8 COMMUNITY WORKING GROUP**

### **4.8.1 Prior to the preparation and submission of the Construction Management Plan to send:**

- (i) to each councillor for the ward of Hampstead Town a written invitation requesting the councillor to become a member of the Community Working Group and if accepted for one of the councillors to act as chairperson;
- (ii) to all Neighbouring Properties in the vicinity of the Development (as may be identified by the chairperson) a written invitation to occupiers of such properties inviting that occupier (or occupiers) to become a member of the Community Working Group; and
- (iii) to the headteacher of New End Primary School a written invitation inviting the headteacher or a person to represent the headteacher to become a member of the Community Working Group.

### **4.8.2 In any invitation sent under this obligation 4.8 to include:**

- (i) contact details of the person appointed by the Owner to liaise (on behalf of the Owner) with occupiers of Neighbouring Properties, local ward councillors and representatives of New End Primary School; and
- (ii) details of the purpose of the Community Working Group and the anticipated timetable for meetings of the Community Working Group

The Owner at its own expense on or prior to Implementation and thereafter during the Construction Phase shall:

### **4.8.3 convene a monthly working group for the first 3 months of the Construction Phase and every two months thereafter from such aforementioned persons (subject to a maximum of 12 people) as having a direct interest in the carrying out of the Development including local residents and associations, local business or business organizations and local schools;**

### **4.8.4 procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the construction Community Working Group and shall attend all meetings of the group;**

- 4.8.5 appoint a person (the "Liaison Officer") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the Construction Phase such person or his representative to organise and attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property;
- 4.8.6 give a minimum of seven days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group;
- 4.8.7 ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed) ALWAYS PROVIDED that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than 10 days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and PROVIDED ALSO that if the Community Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides;
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- 4.8.8 ensure that an accurate written minute is kept of each meeting of the Community Working Group recording discussion and any decisions taken by the Community Working Group (this to be circulated by the Owner to all members of the group within seven days of each meeting);
- 4.8.9 in the event of the majority of members of the Community Working Group (having particular regard to the Council's Considerate Contractor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case; and
- 4.8.10 provide (i) a telephone complaints service that shall be available for 24 hours per day



to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity (ii) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

#### **4.9 CONSULTATION**

Subject to the provisions of Clause 6.9 hereof, for the purposes of the preparation and submission of the Construction Management Plan the following procedure shall apply:

- 4.9.1 The Owner shall prepare a first draft plan and send such draft to the Community Working Group for comments.
- 4.9.2 From the date of the first draft plan being sent to the Community Working Group by the Owner in accordance with sub-clause 4.9.1 hereof a consultation period of not less than twenty-one (21) days shall commence during which period the Community Working Group may make representations on the draft plan and or meet with the Owner to clarify matters.
- 4.9.3 The Owner shall take account of any representations made by (or on behalf of) the Community Working Group with regard to the proposed plan including any suggested amendments.
- 4.9.4 In the conduct of any meetings between the Owner (or any person acting on behalf of the Owner) and the Community Working Group then accurate minutes will be taken by the Owner and agreed with the chair of the Community Working Group or in the absence of such then a transcript of the tape recording of the meeting shall be provided within three (3) working days of any such meeting taking place by the Owner to the Community Working Group.
- 4.9.5 The Owner shall ensure that an appointed representative or consultant (being

authorised by the Owner to act on behalf of the Owner) will be available to meet within such twenty-one (21) day period upon not less than 3 working days' notice of a written request from the Community Working Group to discuss any aspect of the proposed plan and to explore alternative options acceptable to the Owner and the Community Working Group.

4.9.6 At any time prior to expiration of the twenty-one (21) day consultation period the Owner and the Community Working Group may by agreement extend the twenty-one (21) day period.

4.9.7 Within seven (7) days of the expiration of such twenty-one (21) day consultation period (or such period as may have been so extended by mutual agreement) the Owner shall submit the proposed plan to the Council for approval and on the same day provide a copy to the Community Working Group.

4.9.8 Such submission to the Council under Clause 4.9.7 shall include copies of all relevant correspondence with the Community Working Group and minutes of meetings with details of changes to the proposed plan made as a result of such consultations and ~~details of the Owner having taken account of the representations made by the~~ Community Working Group and for the avoidance of doubt to include reasons why the Owner has not accepted any changes requested by the Community Working Group.

4.9.9 Within a reasonable period the Council shall carry out any further consultations it considers necessary with regard to the relevant plan and notify the Owner of the Council's recommendations following the expiration of any such consultation period.

4.9.10 The Owner may then and within twenty-one (21) days of such receipt of such recommendations amend the proposed plan and submit the same to the Council for approval and for the avoidance of doubt where the Owner submits the proposed plan to the Council the Owner must on the same day provide a copy of the proposed amended plan to the Community Working Group.

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

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

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2018/2859/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 Borough Solicitor 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 to the Council 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 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 reference 2018/2859/P.
- 5.7 Payment of any financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft 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 Contribution relates quoting the planning application reference 2018/2859/P or by electronic transfer 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 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index 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

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
- 5.11 The Council hereby covenants with the Owner that where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed;

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 Monitoring Obligations Officer, 5 Pancras Square London N1C 4AG quoting the planning reference number 2018/2859/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 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 or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 All obligations, covenants and conditions in this Agreement relating to the Community Working Group shall bind the Owner in all respects SAVE THAT in the event that:
- (i) no Community Working Group is established as a result of no person being a recipient of an invitation from the Owner pursuant to sub-clauses 4.9.1 and 4.9.2 hereof) accepting an invitation from the Owner to become a member of the Community Working Group; or
  - (ii) the Community Working Group fails to respond to the draft Construction Management Plan in accordance with the arrangements and timetable set out in 4.9 of this Agreement
- 
- then the Owner shall be deemed to have discharged its obligations, covenants and conditions in this Agreement relating to the Community Working Group.

## **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 However for the avoidance of doubt the Council hereby agrees and acknowledges that the Mortgagee shall only be bound by the said obligations in this Agreement only in the event that it becomes a mortgagee in possession of the Property failing which the Mortgagee shall not be bound by the terms of this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. RIGHTS OF THIRD PARTIES

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

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

THE COMMON SEAL OF/  
EXECUTED AS A DEED BY  
STREATLEY PLACE (HAMPSTEAD)  
LIMITED  
was hereunto affixed  
in the presence of:-/  
acting by a Director and its Secretary  
or by two Directors

.....  
Director

IN THE PRESENCE OF:

.....  
~~Director/Secretary~~

WITNESS

NAME ANISHA GADIM  
ADDRESS 18 NIMPHARD HOUSE  
PERROTT ST.  
SEL8 7DH

OCCUPATION P.A.

EXECUTED AS A DEED BY  
UNITED NATIONAL BANK LIMITED  
by  
in the presence of:-

.....  
SANDRA FIRTH  
28 NORTH ROAD  
GEORNEY HILL  
SPALDING. PE12 0NL

.....  
Brenth  
SETH

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/about-construction-management-plans>

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**

**DRAFT PLANNING PERMISSION**



Application ref: 2018/2859/P  
Contact:  
Tel: 020 7974  
Date: 20 July 2020

**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)

Martin Evans Architects  
18 Charlotte Road  
London  
EC2A 3PB

Dear Sir/Madam

**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:

**Site At 6 Streatley Place**  
**London**  
**NW3 1HP**

Proposal:

Demolition of the existing workshops & stores and the erection of a 1-3 storey plus basement building with ground, 1st and 2nd floor roof terraces comprising 2 flats and 2 maisonettes.

Drawing Nos: STRB-EXLOC-00; STRB-EX-GA- 01A, 02A, 03A, 04A, 05A, 06A; STRB-PL-GA- 00A, 01D, 02B, 03C, 04A, 05B, 06D, 07C, 08C, 09, 10A, 11A, 12A, 13; STRB-PL-SK01 comparison sketch;

Design and Access Statement by Martin Evans Architects dated June 2018; Daylight & Sunlight Internal daylight assessment report by GIA dated 14 March 2018; Daylight and Overshadowing impacts assessment report dated 10 May 2018; Energy Statement by Doherty Energy dated 6 June 2018; Bat Survey by Furesfen; Historic Environment Assessment by MOLA dated April 2018; Tree Survey by Tree Aware dated 1st May 2018; BS5837: 2012 Tree survey dated 12th October 2016; Root Protection Area Plan 33461-3-01; Arboriculture Impact Assessment by Tree Aware dated 1st May 2018; Construction Management Plan by Martin Evans Architects dated May 2018; CMP Executive summary dated May 2019; CMP summary sketch dated 11/09/2019; Structural Feasibility Report by Ian Harban Consulting Engineers rev B dated January 2019; Site investigation and BIA by Soil consultants dated 30th April 2018; Ground movement analysis report draft by Geofem dated 12th January 2019.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans- STRB-EXLOC-00; STRB-EX-GA- 01A, 02A, 03A, 04A, 05A, 06A; STRB-PL-GA- 00A, 01D, 02B, 03C, 04A, 05B, 06D, 07C, 08C, 09, 10A, 11A, 12A, 13; STRB-PL-SK01 comparison sketch;  
Design and Access Statement by Martin Evans Architects dated June 2018; Daylight & Sunlight Internal daylight assessment report by GIA dated 14 March 2018; Daylight and Overshadowing impacts assessment report dated 10 May 2018; Energy Statement by Doherty Energy dated 6 June 2018; Bat Survey by Furesfen; Historic Environment Assessment by MOLA dated April 2018; Tree Survey by Tree Aware dated 1st May 2018; BS5837: 2012 Tree survey dated 12th October 2016; Root Protection Area Plan 33461-3-01; Arboriculture Impact Assessment by Tree Aware dated 1st May 2018; Construction Management Plan by Martin Evans Architects dated May 2018; CMP Executive summary dated May 2019; CMP summary sketch dated 11/09/2019; Structural Feasibility Report by Ian Harban Consulting Engineers rev B dated January 2019; Site investigation and BIA by Soil consultants dated 30th April 2018; Ground movement analysis report draft by Geofem dated 12th January 2019.

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

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

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

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

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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Full details of internal and external louvres in the habitable rooms and of privacy screens and planters on the roof terraces, in locations as indicated on the plans hereby approved, shall be submitted to and approved in writing by the local planning authority. The louvres, screens and planters shall be erected prior to commencement of occupation of the flats and use of the roof terraces and shall be permanently retained thereafter.

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.

- 5 Before the brickwork is commenced, a 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 The cycle storage facilities for 8 cycles, as indicated on the plans hereby approved, shall be provided in their 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.

- 7 The waste storage facilities, as indicated on the plans hereby approved, shall be provided in their entirety 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 policies A1 and A4 of the London Borough of Camden Local Plan 2017.

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

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

- 9 Prior to first occupation of the development, a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

- 10 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells 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 a meter to monitor the energy output from the approved renewable energy systems. The cells 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 policies CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 11 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 sustainability statement (Energy Statement by Doherty Energy dated 6 June 2018). The development shall aim to achieve a 49% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a 29% reduction in carbon dioxide emissions through renewable technologies. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority. Such measures shall be permanently retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of a changing climate and to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation, in accordance with policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 12 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels, and planting for biodiversity. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 13 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation for the permitted use of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 14 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details. Should any trees that are to be retained die during construction, suitable replacements of a similar age and species shall be planted within 6 months of the completion of the development.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 15 Prior to commencement of any works on site, details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 16 No demolition shall take place until a written scheme of historic building investigation (WSI) has been submitted to and approved by the local planning authority in writing. The development shall then only take place in accordance with such details as have been approved, which shall include the statement of significance and research objectives, and
- A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
  - B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason: Important archaeological remains may exist on this site. Accordingly the local planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017.

- 17 Prior to commencement of development, full details in respect of the living roofs in the areas indicated on the approved plans 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.

- 18 If more than 1 year passes between the most recent ecological survey and the commencement of works, an updated bat survey must be undertaken immediately prior to any demolition works by a licensed bat worker. Evidence that the survey has been undertaken shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of works.

Reason: To ensure compliance with policy A3 of the Camden Local Plan 2017 and the Conservation of Habitats and Species Regulations 2010 and the Wildlife & Countryside Act 1981 (as amended).

- 19 All removal of vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nest.

Reason: To ensure compliance with policy A3 of the London Borough of Camden Local Plan 2017 and the Wildlife & Countryside Act 1981 (as amended).

- 20 Demolition works should commence December to February to avoid the bat hibernation period, wherever possible. All site operatives must be made aware of the possible presence of protected species during works. If any protected species or signs of protected species are found, works should stop immediately and an ecologist should be contacted.

Reason: To ensure compliance with policy A3 of the London Borough of Camden Local Plan 2017 and the Wildlife & Countryside Act 1981 (as amended).



- 21 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 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.
- 2 In relation to condition 16, the written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited heritage practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.
- 3 Guidance on biodiversity enhancements including artificial nesting and roosting sites is available in the Camden Biodiversity Action Plan: Advice Note on Landscaping Schemes and Species Features. The applicant may need to apply for a protected species licence from Natural England, evidence of which should be submitted to the Local Authority.
- 4 All wild birds, their nests and young are protected during the nesting period under the Wildlife and Countryside Act 1981 (as amended).
- 5 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre.
- 6 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.

- 7 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.
  - 8 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.
  - 9 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.
  - 10 Further details relating to the underpinning proposals may need to be approved by the Structures and Bridges team in Engineering Services. You are advised to consult with the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email [highwayengineering@camden.gov.uk](mailto:highwayengineering@camden.gov.uk).
- 
- 11 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.
  - 12 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.
  - 13 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).

14 You are advised of the following information from Thames Water-

Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to our website. <https://developers.thameswater.co.uk/Developing-a-large-site/Applyand-pay-for-services/Wastewater-services>

Thames Water requests that the Applicant should incorporate within their proposal protection to the property by installing a positive pumped device (or equivalent reflecting technological advances) to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions. If as part of the basement development there is a proposal to discharge ground water to the public network, this would require a Groundwater Risk Management Permit from Thames Water. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer.

The proposed development is located within 15m of Thames Water's underground assets; as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. Should you require further information, please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

As you are redeveloping a site, there may be public sewers crossing or close to your development. If you discover a sewer, it's important that you minimize the risk of damage.

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

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

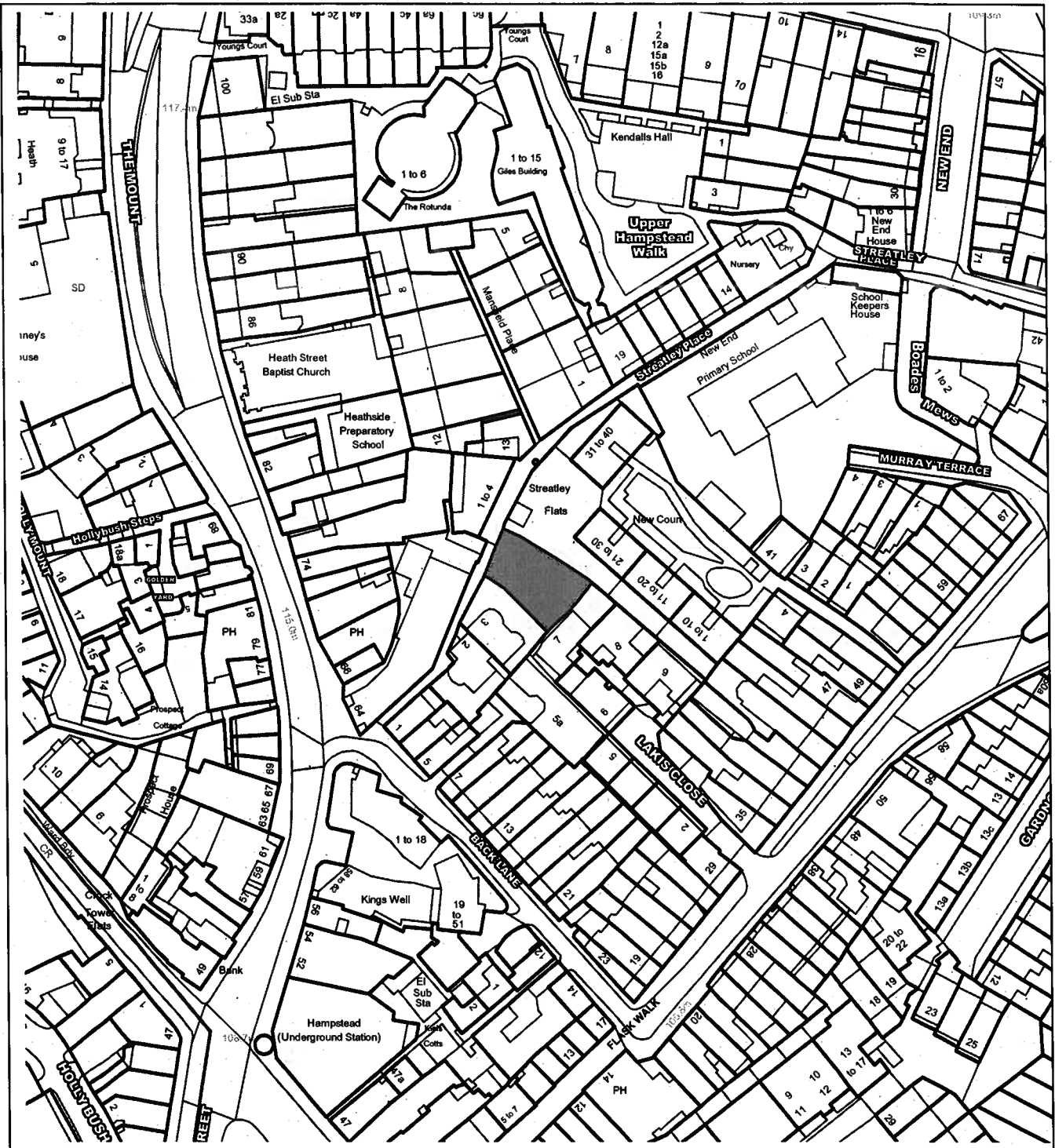
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**THE THIRD SCHEDULE**

**PLAN OF THE PROPERTY**

# 6 Streatley Place London NW3 1HP



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DATED *20<sup>th</sup> August* 2020

**(1) STREATLEY PLACE (HAMPSTEAD) LIMITED**

**and**

**(2) UNITED NATIONAL BANK LIMITED**

**and**

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

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

**6 Streatley Place London NW3 1HP**

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**pursuant to**  
**Section 106 of the Town and Country Planning Act 1990 (as amended) and**  
**Section 16 of the Greater London Council (General Powers) Act 1974 and**  
**Section 111 of the Local Government Act 1972**  
**Section 278 of the Highways Act 1980**  
**and**  
**Section 1(1) of the Localism Act 2011**