

DATED 24 SEPTEMBER 2020

(1) BOHEMIA CLUB LONDON LIMITED

and

(2) A1 LENDING 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

The Apple Tree, 45 Mount Pleasant, 2 & 4 Warner Street London WC1X 0AE
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

and Section 278 Highways Act 1980

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

Tel: 020 7974 4834

CLS/COM/SW/1800.1634
Final

THIS AGREEMENT is made the 24 day of SEPTEMBER 2020

BETWEEN:

- A. **BOHEMIA CLUB LONDON LIMITED** (Co. Regn. No. 11139961) whose registered office is at The Apple Tree, 45 Mount Pleasant, 2 & 4 Warner Street, London, WC1X 0AE (hereinafter called "the Owner") of the first part
- B. **A1 LENDING LIMITED** (Co. Regn. No.11866102) whose registered office is at 27 Abercorn Gardens, Harrow, United Kingdom HA3 0PB (hereinafter called "the Mortgagee") of second part
- C. **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 297683 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 A Planning Application for the development of the Property was submitted to the Council and validated on 17 February 2020 and the Council resolved to grant permission conditionally under reference number 2020/0760/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; Section 1(1) of the Localism Act 2011 and Section 278 Highways Act 1980 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 The Mortgagee as mortgagee under a legal charge registered under Title Number 297683 and dated 14 August 2020 is willing to enter into this Agreement to give its consent to the same.

LBC

2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the 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 interaction 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
2.4	"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
2.5	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.6	"Construction Impact Bond"	the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the

		<p>terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.5 but for the avoidance of doubt not to be used towards the cost of the verification of proper operation of the approved Construction Management Plan.</p>
2.7	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of part 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 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of part of the Existing Buildings or structures on the Property and the building out of the Development; (b) proposals to ensure the protection and preservation of the listed building during the Construction Phase; (c) proposals to ensure there are no adverse effects on the Hatton Garden Conservation Area features (d) amelioration and monitoring effects on the health and amenity of local residences site construction

		<p>workers local businesses and adjoining developments undergoing construction;</p> <p>(e) 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);</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) 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</p>
2.8	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,136 (three thousand one hundred and thirty six 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
2.9	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of part of the Existing Buildings in accordance with the Planning Permission.</p>
2.10	"the Council's Considerate"	the document produced by the Council from time to time

	Contractor Manual"	entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.11	"the Cycle Parking"	2 (two) cycle parking stands in a design acceptable to the Council to be located in the vicinity of the Property
2.12	"the Cycle Parking Contribution"	the sum of £510 (five hundred and ten pounds) to be paid by the Owner to the Council in accordance with the terms of clause 4.3 of this Deed to be applied by the Council in the event of receipt towards the cost of supplying and installing the Cycle Parking]
2.13	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.14	"the Development"	<p>Demolition of existing rear outbuilding and erection of courtyard garden room; erection of two storey toilet block; installation of plant enclosure; enlargement of the existing basement; and various repair and refurbishment works in connection with the expansion of public house (Class A4) as shown on drawing numbers:</p> <p>BHM-A-P-001 P01; BHM-A-P-010 P01; BHM-A-P-011 P01; BHM-A-P-012 P01; BHM-A-P-013 P01; BHM-A-P-030 P01; BHM-A-P-031 P01; BHM-A-P-032 P01; BHM-A-P-033 P01; BHM-A-P-034 P01; BHM-A-P-051 P01; BHM-A-P-052 P01; BHM-A-P-020 P01; BHM-A-P-021 P01; BHM-A-P-022 P01; BHM-A-P-023 P01; BHM-A-P-040 P01; BHM-A-P-041 P01; BHM-A-P-042 P01; BHM-A-P-043 P01 BHM-A-P-044 P01; BHM-A-P-061 P01; BHM-A-P-062 P01; Design and Access Statement (Rev PL01 06 February 2020); Planning Statement by HGH Consulting, dated February 2020; Heritage Statement Heritage Information Ltd, dated February 2020; Noise Impact Assessment (dated 6th February) ; Ground Investigation and Basement Impact Assessment Report (BIA) by GEA, referenceJ19092, Issue 4, dated 3 July 2020; Structural Engineering Planning Report by Price & Myers, ref. 27610, rev 1, dated July 2020.</p>
2.15	"the Highways Contribution"	the sum of £23,143.19 (twenty three thousand, one hundred and forty three pounds and nineteen pence) to be paid by the Owner to the Council in accordance with the

		<p>terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to comprise the reinstatement/ repair and/or replacement of that part of the footway fronting the Property more particularly known as Mount Pleasant and Warner Street as a result of any damage arising as a direct result of the construction of the Development, including any works of demolition and basement excavation. ("the Highways Works"):-</p> <p>and all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.16	"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
2.17	"the Level Plans"	plans demonstrating the levels at the interface of the Development at the boundary of the Property and the Public Highway
2.18	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.19	"the Parties"	the Council the Owner and the Mortgagee
2.20	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense fronting the boundary of the Property
2.21	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and allocated reference number 2020/0760/P
2.22	"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
2.23	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.24	"the Property"	the land known as The Apple Tree Public House, 45 Mount Pleasant, 2&4 Warner Street. London WC1X 0AE the same as shown edged red on the plan annexed hereto <i>LBC shade grey</i>

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Council is the highway authority for the purposes of the Highways Act 1980 and considers that the works to be executed pursuant to this Agreement are in the public interest.
- 3.8 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to:
- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
 - (b) submit to the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:
- (a) received the Construction Management Plan Implementation Support Contribution in full; and
 - (b) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the

Construction Management Plan 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.

4.2 HIGHWAY WORKS

4.2.1 On or prior to the Implementation Date to:-

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

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

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

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

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

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

4.2.6 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the person who originally paid the Highway Contribution the balance.

4.3 CYCLE PARKING CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Cycle Parking

Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Cycle Parking Contribution in full.

4.3.2 On completion of the installation of the Cycle Parking the Council shall provide to the Owner a certificate specifying the sum ("the Cycling Certified Sum") expended by the Council in carrying out the installation of the Cycle Parking.

4.3.3 If the Cycling Certified Sum exceeds the Cycle Parking Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess, provided that the excess shall not exceed the sum of £510 (five hundred and ten pounds.)

4.4 BASEMENT APPROVAL IN PRINCIPLE

4.4.1 On or prior to the Implementation Date to:-

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

4.4.1 Not to Implement or permit Implementation of any part of the Development until such time as:

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

4.5 CONSTRUCTION IMPACT BOND

4.5.1 Prior to the Implementation Date the Owner shall pay to the Council the Construction Impact Bond in full and shall not Implement the Development until the Construction Impact Bond has been paid in full.

4.5.2 The Owner shall provide such information and provide such reasonable access to the Property as the Council may reasonably require in assessing compliance with the Construction Management Plan.

4.5.3 If the Council determines the Construction Management Plan has not been complied with it shall notify the Owner in writing with details of the breach (the "Notice").

4.5.4 The Owner shall on receipt of the Notice

- a) provide written acknowledgment to the Council of receipt of the Notice no later than one working day after the day on which the Notice was received;
- b) where the breach specified in the Notice is accepted, take such action as necessary to remediate the breach to the Council's satisfaction such remediation to be completed no later than three working days after the day on which the Notice was received or such longer period as may be agreed in writing with the Council
- c) where the breach specified in the Notice is disputed, provide to the Council a written justification as to why the Owner considers the breach alleged in the Notice has not taken place such written justification to be received by the Council no later than three working days after the day on which the Notice was received

4.5.5 If the Owner does not comply with its obligations in Clause 4.5.4 or if following action taken by the Owner pursuant to clause 4.5.4(b) or if further to receipt of the written justification from the Owner pursuant to clause 4.5.4(c) the Council acting reasonably considers there to be a subsisting breach of the Construction Management Plan the Council may take such action as it considers necessary to remediate the breach and it may recover by way of deduction from the Construction Impact Bond any reasonable and proper cost it incurs in taking such action, acting in accordance with the Council's Construction Management Plans-Construction Impact Bonds Guidance.

4.5.6 Notwithstanding Clause 5.2 of this Agreement, the Owner shall as soon as practicable following first Occupation of the Development notify the Council that the Development has been Occupied.

4.5.7 Upon receipt of the notice sent in accordance with Clause 4.5.6 the Council shall repay to the person who originally paid the Construction Impact Bond, the Construction Impact Bond less any deductions properly made under clause 4.5.5 and any further sums the Council acting reasonably determines necessary to secure compliance with the Construction Management Plan.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2020/0760/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2020/0760/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where

practicable) The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2020/0760/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2020/0760/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 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.
- 6.5 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.
- 6.6 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.

6.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

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>

Please use the Minimum Requirements (also available on the Council's website) 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

EXECUTED AS A DEED BY)
BOHEMIA CLUB LONDON LIMITED)
acting by a Director in the presence)
of a witness)



.....
Director Signature


Director Name:
Philip hunt
.....


Witness Signature



Witness Name:
Witness Address: Lucy fenton
Witness Occupation: 81 swains Lane
London N66pj
Joint MD Bohemia cub LTD

**EXECUTED AS A DEED BY
A1 LENDING LIMITED
acting by
In the presence of:-**

)  ZACH MATAI

) 

BARBARA ANNE SCORER

99 FAIRFIELDWAY

STEVENAGE

HERTS

SG1 6BG

OFFICE MANAGER

**EXECUTED AS A DEED BY
A1 LENDING LIMITED
acting by
in the presence of:-**

.....

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

Andrew Wilson
.....

Authorised Signatory



Application ref: 2020/0760/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
www.camden.gov.uk/planning

hgh Consulting
45
Welbeck Street
LONDON
W1G 8DZ

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DRAFT DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

The Apple Tree
45 Mount Pleasant
London
WC1X 0AE

Proposal:

Demolition of existing rear outbuilding and erection of courtyard garden room; erection of two storey toilet block; installation of plant enclosure; enlargement of the existing basement; and various repair and refurbishment works in connection with expansion of public house (Class A4).

Drawing Nos: BHM-A-P-001 P01; BHM-A-P-010 P01; BHM-A-P-011 P01; BHM-A-P-012 P01; BHM-A-P-013 P01; BHM-A-P-030 P01; BHM-A-P-031 P01; BHM-A-P-032 P01; BHM-A-P-033 P01; BHM-A-P-034 P01; BHM-A-P-051 P01; BHM-A-P-052 P01; BHM-A-P-020 P01; BHM-A-P-021 P01; BHM-A-P-022 P01; BHM-A-P-023 P01; BHM-A-P-040 P01; BHM-A-P-041 P01; BHM-A-P-042 P01; BHM-A-P-043 P01 BHM-A-P-044 P01; BHM-A-P-061 P01; BHM-A-P-062 P01; Design and Access Statement (Rev PL01 06 February 2020); Planning Statement by HGH Consulting, dated February 2020; Heritage Statement Heritage Information Ltd, dated February 2020; Noise Impact Assessment (dated 6th February) ; Ground Investigation and Basement Impact Assessment Report (BIA) by GEA, reference J19092, Issue 4, dated 3 July 2020; Structural Engineering Planning Report by Price & Myers, ref. 27610, rev 1, dated July 2020.

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

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

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

Condition(s) and Reason(s):

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

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 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: BHM-A-P-001 P01; BHM-A-P-010 P01; BHM-A-P-011 P01; BHM-A-P-012 P01; BHM-A-P-013 P01; BHM-A-P-030 P01; BHM-A-P-031 P01; BHM-A-P-032 P01; BHM-A-P-033 P01; BHM-A-P-034 P01; BHM-A-P-051 P01; BHM-A-P-052 P01; BHM-A-P-020 P01; BHM-A-P-021 P01; BHM-A-P-022 P01; BHM-A-P-023 P01; BHM-A-P-040 P01; BHM-A-P-041 P01; BHM-A-P-042 P01; BHM-A-P-043 P01; BHM-A-P-044 P01; BHM-A-P-061 P01; BHM-A-P-062 P01; Design and Access Statement (Rev PL01 06 February 2020); Planning Statement by HGH Consulting, dated February 2020; Heritage Statement Heritage Information Ltd, dated February 2020; Noise Impact Assessment (dated 6th February) ; Ground Investigation and Basement Impact Assessment Report (BIA) by GEA, reference J19092, Issue 4, dated 3 July 2020; Structural Engineering Planning Report by Price & Myers, ref. 27610, rev 1, dated July 2020.

Reason:

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

- 4 Prior to commencement of the proposal, details shall be submitted to and approved by the Local Planning Authority to demonstrate the level of entertainment noise (i.e. amplified music, but excluding plant noise) emitted from the application site shall be inaudible at the nearest noise sensitive premises to the application site during permitted hours of use. To demonstrate compliance, 'Music noise levels in the 63Hz and 125Hz octave centre frequency bands (LZeq) should be controlled so as not to exceed (in habitable rooms) 47dB and 41dB (LZeq), respectively'.

Reason To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017

- 5 Prior to use of the plant equipment, it shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

Reason: To safeguard the amenities of neighbouring noise sensitive receptors in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 6 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

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

- 7 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.

- 8 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers' details demonstrating the construction and materials used [for large areas of green roof add in : and showing a variation of substrate depth with peaks and troughs]
 - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017

Informative(s):

1 Reasons for granting permission.

The proposal involves extensions and alterations to an existing public house (Class A4) that is Grade II listed. The works would facilitate the continued use of the pub as a venue with a LGBTQ+ focus. The proposal retains the building's primary function as a drinking establishment but seeks to create new spaces to provide a broader (ancillary) offer, including meeting and gallery space, therapy rooms and a basement cabaret lounge.

Policy C4 (Public houses) incorporates a level of protection for pubs with community, cultural or heritage value. It recognises how community pubs can predominantly serve a 'protected group' such as LGBTQ+ communities, which may have a catchment wider than the local area. Furthermore, Policy C2 (Community facilities) recognises the role that community facilities that provide particular support and safe, welcoming environments for protected groups or communities play in supporting Camden's diversity and social and economic wellbeing. The policy also acknowledges live music venues, performance spaces and small, affordable accommodation highly valued by artists and performers as important in helping to define Camden's cultural and leisure offer. As such, the expansion of the public house is supported and the proposals represent significant public benefit.

The extensions to the building comprise a two storey extension (replacing an existing single storey toilet block) in the courtyard providing toilets at ground and first floor levels. The extension would allow sufficient facilities to be provided in line with Building Regulations. The additional massing would be concealed by high boundary walls and would not be discernible from the street. It would be clad in stained black timber with the inclusion of a green wall at ground floor level allowing it to read as a distinct and contemporary addition. A garden room extension would replace the existing non-original kitchen outbuilding. It would be of a similar scale to the building it is to replace and have a clean contemporary appearance, continuing the black timber material of the toilet extension through and comprising glazed sliding doors opening onto a small central courtyard. A green roof above the replacement extension would enhance visual amenity and site drainage.

The existing unsightly plant would be consolidated and housed in a plant enclosure above the garden room. The scale of the plant has been reduced as far as possible and is considered acceptable and a clear improvement on the existing situation.

The proposals seek to reinstate heritage features, for instance the original corner position of the entrance door and bar as well as providing historically accurate windows and restoring of faience tiles. Original plan form of the principal spaces at ground floor and first floor level would also be reintroduced, including the removal of a non-original staircase in the principal building. It is recognised, there are less favourable works in heritage terms, namely the creation of a non-original staircase between ground and first floor that would necessitate the removal of a chimney breast at first floor level and the insertion of a lift between basement and ground; however, these have to be taken in the context of all the works and officers are satisfied that any detracting works are outweighed by the multiple aforementioned heritage benefits. As such, officers consider that on balance that the designated heritage assets of the listed building is preserved. It is also noted these are important components to the successful operation and accessibility of the reconfigured PH.

The proposal would enlarge an existing basement to accommodate the kitchen and cabaret lounge. Given the presence of the existing basement and the lower floor to ceiling heights, the enlarged basement would retain the spatial hierarchy of the building. The basement is fully compliant with policy A5 with respect to scale and siting.

- 2 A Basement Impact Assessment has been submitted and undergone a satisfactory audit by the Council's preferred independent engineer, Campbell Reith which confirms that the excavation would not bring about unacceptable impact in terms of building damage, hydrological or stability issues and meets the criteria of CPG Basements.

As the proposed excavation is so close to the public highway on Warner Street, an Approval in Principle would be required in order to ensure that the stability of the public highway is not compromised by the proposed basement excavations. The AIP report and an associated assessment fee of £1,800 would need to be secured via a legal agreement.

Due to the extent of the construction works involving a basement excavation, a construction management plan (CMP) would need to be secured to minimize the impact on the highway infrastructure and neighbouring community. A CMP and associated implementation support contribution of £3,136 plus a bond of £7,500 would be secured by legal agreement.

The proposal involves two outward opening doors onto the public footway which is usually resisted. In this instance, the doors are crucial to the fire strategy of the premises. At present, there are two inward opening sets of doors and an outward opening door which serves as the primary escape door for the building. The other doors are not compliant with Building Regulations. The proposed situation is to have two outward opening sets of doors consisting of the new corner entrance (which opens onto a sufficiently wide section of public footway) and the currently inward opening set which would be rehanged. The existing outward opening door would no longer function as a door. It is noted that the new outward opening door on Warner Street would project from the building line less than the existing situation when open, and therefore is an improvement on this narrow section of the footway. Furthermore, the proposal would be compliant with Building Regulations.

As the site does not have a forecourt, visitor cycle parking would be provided on the street. A financial contribution of £510 would cover the cost of the Council installing two 'M-shaped' stands accommodating 4 bikes in total.

A dedicated refuse and recycling area has been introduced within the building so that waste can be effectively stored between the daily collections. This will avoid the insanitary and unsightly problem of refuse bins being left on the street.

A Noise Impact Assessment has been submitted in relation to the plant installation. This has been reviewed by the Council's Environmental Health Officer who has confirmed that, with the support of conditions to limit the noise levels, the installation would avoid a detrimental impact on the amenities

of neighbouring occupiers in terms of noise and vibration. As the application concerns an entertainment venue, it is also necessary to consider entertainment noise. To this end, the Environmental Health officer has requested further details are provided to demonstrate the level of entertainment noise would not have an impact on nearby residential properties.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the Conservation Area and preserving the listed building and its features of special architectural or historic interest under s.72 and s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

No objections have been received prior to making this decision. The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, A3, A4, A5, C2, C3, C4, C6, D1, D2, CC3, T1, T2, T4 and DM1 of the 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 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

NORTHGATE SE GIS Print Template



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DATED 24 SEPTEMBER 2020

(1) BOHEMIA CLUB LONDON LIMITED

and

(2) A1 LENDING LIMITED

and

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

AGREEMENT

relating to land known as

**The Apple Tree, 45 Mount Pleasant, 2 & 4 Warner Street London WC1X 0AE
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

and Section 278 Highways Act 1980

Andrew Maughan
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London Borough of Camden
Town Hall
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London WC1H 9LP

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