

DATED

7 April

2021

**(1) THE SPEECH LANGUAGE AND HEARING FOUNDATION**

**and**

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

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

**1-5 Christopher Place London NW1 1JF**

**pursuant to**

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

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

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

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

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

Tel: 020 7974 1478

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CLS/COM/PM/1800.1860  
FINAL 250321

THIS AGREEMENT is made the

7<sup>th</sup>

day of

April

2021

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

A. **THE SPEECH LANGUAGE AND HEARING FOUNDATION** (Co. Regn. No. 02525240) whose registered office is 21 Bedford Square, London, WC1B 3HH (hereinafter called "the Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL499584 and NGL708196.

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 November 2020 and the Council resolved to grant permission conditionally under reference number 2020/5328/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

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

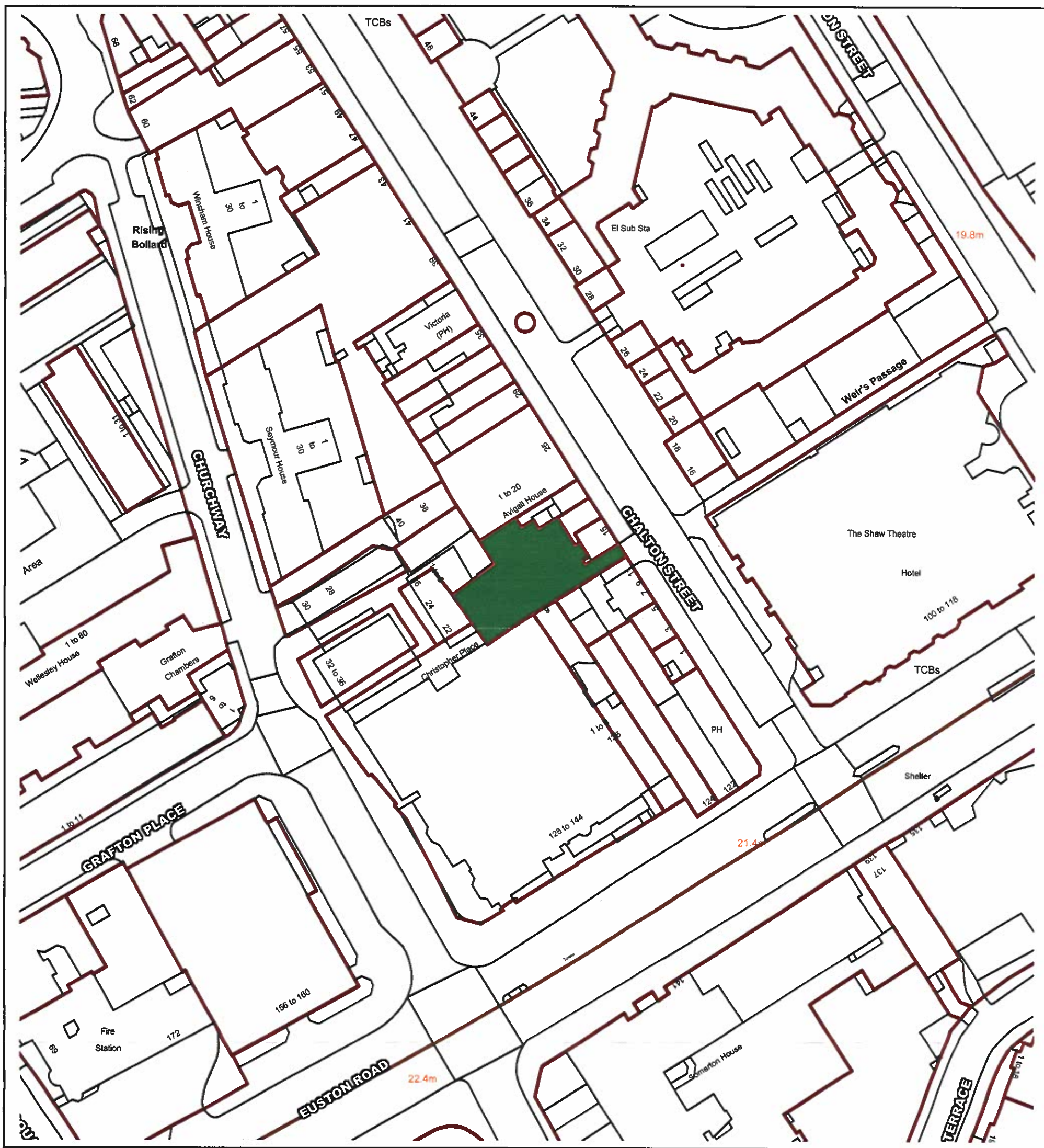
## 2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Business 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 businesses of the locality in which the Development is situated
2.4	"Business 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 a Business Parking Bay
2.5	"the Development"	Change of use of existing school building (Use Class F.1) to a flexible use as either a medical facility (Use Class E(e)) or school (Use Class F.1), cycle racks to courtyard area as shown on drawing numbers:- Site location plan (ref: ES-00-Site_1250); Block plan (ref: ES-00-Site_500); Existing plans (refs: EP-00, EP-01, EP-02 & EP-03); Proposed plans (refs: PP-00, PP-01, PP-02 & PP-03).
2.6	"Educational Use"	use of the Property or part of the Property as a school (Use Class F.1)
2.7	"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
2.8	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.9	"the Parties"	mean the Council and the Owner
2.10	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 17 <sup>th</sup>

		November 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/5328/P subject to conclusion of this Agreement
2.11	"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
2.12	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed at the Second Schedule
2.13	"the Property"	the land known as 1-5 Christopher Place London NW1 1JF the same as shown shaded green on the plan annexed hereto
2.14	"the School Travel Plan Monitoring Contribution"	the sum of £4,881 (four thousand eight hundred and eighty one pounds) to be paid by the school 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 School Travel Plan over a five year period from the date of first Occupation of the Development for Educational Use.
2.15	"the School Travel Plan Co-ordinator"	appointed by the school to deliver the objectives of the Travel Plan and at all times to: <ul style="list-style-type: none"> <li>- be responsible for the coordination, implementation, reporting and review of the School Travel Plan;</li> <li>- secure an ongoing process of continuous improvement of sustainable modes of transport at the school;</li> </ul> the School Travel Plan Co-ordinator could be a teacher, head teacher, PSHE co-ordinator, school governor, or school travel consultant for the school, or such other person of suitable equivalent qualification and authority.
2.16	"the School Travel Plan"	a plan setting out a package of measures and targets to be adopted by the school to be submitted for approval to the Council's School Travel Plan Officer via the TFL STARS website ( <a href="https://stars.tfl.gov.uk/About/About">https://stars.tfl.gov.uk/About/About</a> ) with clear targets to reduce motor vehicle use and promote the use of sustainable modes of travel to and from the school over a

1-5 Christopher Place London NW1 1JF - 2020/5328/P



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		<p>five year period from the month of Occupation for an Educational Use incorporating (but not limited to) the following:-</p> <ul style="list-style-type: none"> <li>a) the elements set out in the First Schedule hereto;</li> <li>b) incorporate a provision to undertake a substantial initial school travel survey ("the Initial Travel Survey") of all pupils and staff and consultation with pupils and their families, staff, and management at the Property within six months of Occupation for an Educational Use (in the event of the Property already being occupied then the Initial Travel Survey will incorporate a baseline assessment survey to be undertaken and submitted to the Council prior to Implementation of the Educational Use and a thereafter a further survey to be undertaken six months following Occupation of the Development for an Educational Use);</li> <li>c) to incorporate mechanisms for monitoring targets and reviews of the school travel plan to be carried out annually in the same month as the Initial Travel Survey was completed;</li> <li>d) to ensure that the completed travel plan is uploaded on to the Transport for London STARS website (<a href="https://stars.tfl.gov.uk/">https://stars.tfl.gov.uk/</a>) and to ensure that the annual reviews are uploaded annually thereafter;</li> <li>e) to ensure that the School achieves a minimum of Bronze accreditation on STARS in the first academic year following Occupation for an Educational Use with a view to achieving Gold accreditation by the fifth anniversary of the travel plan;</li> <li>f) the travel plan should include participation in travel activities, such as 'walk once a week', 'green transport week', and 'Bikeability training', alongside other such travel activities and to ensure that these are uploaded on to the STARS website with</li> </ul>
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		<p>supporting evidence once complete;</p> <p>g) to ensure that the STARS accreditation status and travel plan are included in the school's prospectus, on the website and relevant information promoting the school; and,</p> <p>h) 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>
2.17	Use Class	the use as defined by the Use Classes Order (1987) as amended and successor legislation.

**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 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to Occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to
- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business 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).



4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 above will remain permanently.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

## **4.2 SCHOOL TRAVEL PLAN**

4.2.1 If at any time within ten years from the date of this Agreement the Owner seeks to revert the use of the Property to an Educational Use then the Owner shall give notice in accordance with clause 5.1 and prior to any works of Implementation for a change to an Educational Use shall:-

- (a) submit on the STARS website the School Travel Plan for approval by the Council; and
- (b) pay to the Council the School Travel Plan Monitoring Contribution.

4.2.2 Not to Implement or permit Implementation of any part of the Development for an Educational Use until such time as:

- (a) the Council has approved the School Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the School Travel Plan Monitoring Contribution in full.

4.2.3 The Owner covenants with the Council that after the Occupation Date of the Development for an Educational Use, the Owner shall not Occupy or permit Occupation of any part of the Development for an Educational Use at any time when the Development is not being managed in strict accordance with the School Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development for an Educational Use otherwise than in strict accordance with the requirements of the School Travel Plan.

- 4.3 At the expiry of the ten year period from the date of this Agreement the use operating at Property shall be the lawful use at the Property.
- 4.4 The Owner shall seek planning permission in the event that Use Classes Order (or successor legislation) in force at the time of any proposed change of use to a Class F1(a) (or such successor use) deems it so necessary.

**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 2020/5328/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 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 2020/5328/P.
- 5.6 Payment of any contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) with any appropriate indexation payable. 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 2020/5328/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.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the 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

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2020/5328/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

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

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning

Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.


## **7. RIGHTS OF THIRD PARTIES**

- 7.1 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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
THE SPEECH LANGUAGE AND  
HEARING FOUNDATION  
in the presence of:

)  
)  
)

  
A. C. Marks

  
Witness Signature

Witness Name: Mignon Marks

Address: 10 Totteridge Common  
London N20 8NL

Occupation: Grief Counsellor

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

)  
)  
)  
)

  
Authorised Signatory



## **THE FIRST SCHEDULE THE SCHOOL TRAVEL PLAN**

### **PART I: Components of the School Travel Plan**

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

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

For further advice on developing a School Travel Plan see the Transport for London's school travel plan website (STARS) and the Camden website:

<https://stars.tfl.gov.uk/About/About>

<https://www.camden.gov.uk/ccm/navigation/education/camden-schools/school-travel-plans/>

The School Travel Plan Co-ordinator will implement the School Travel Plan where appropriate in partnership with the Council's School Travel Plan Officer.

### **In drawing up the School Travel Plan the school shall ensure that provisions relating to the following matters are contained within the Plan:-**

#### **1. Public Transport and walking**

- a. Review the public transport needs of pupils/parents/staff and other visitors and display these on the 'school details' page of the relevant STARS page on the website.
- b. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for staff at the school.
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the school for pupils/parents/staff and other visitors.



**2. Traffic Restraint**

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

**3. On-Street Parking Controls**

The plan should aim to minimise the transport impacts of school run traffic in the surrounding area of the school including parking, loading and unloading.

**4. Parking and Travel**

A review of staff and pupils' travel should have the principal aim of reducing the amount of pupils being driven to school, and increasing the proportion of trips undertaken by bicycle, scooter (non powered) and on foot.

**5. Cycling**

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

- a. secure and covered cycle parking for staff, visitors and pupils

Consideration shall also be given to providing the following:

- b. changing and showering facilities for staff;
- c. cycle and equipment loans and insurance for staff;
- d. work with the Council to improve cycle routes to/from the school;
- e. cycle training sessions for staff, parents and teachers.

**6. Facilities for Goods Movement and Servicing**

A Servicing Management Plan for the school must seek to:

- a. identify the number and type of servicing vehicles required for the school;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles;

- d. conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows and must not be carried out during school opening and closing times;
- e. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles).

## **PART II: Review and Monitoring of the School Travel Plan**

The School Travel Plan Coordinator shall ensure that the School Travel Plan contains arrangements for the review and monitoring of the School Travel Plan, and that this is carried out on an ongoing basis annually in line with Transport for London's STARS system.

The monitoring should reflect the targets set out in the first year of the School Travel Plan in accordance with the criteria set out in the definition of School Travel Plan above, with the school aiming to achieve improvement in performance to Gold level on STARS by year 5.

**THE SECOND SCHEDULE**  
**THE DRAFT PLANNING PERMISSION**

Application ref: 2020/5328/P  
Contact:  
Tel: 020 7974  
Date:

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

Phone: 020 7974 4444

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

Firstplan  
Firstplan  
Broadwall House  
21 Broadwall  
London  
SE1 9PL  
United Kingdom

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**1 - 5 Christopher Place**  
**London**  
**NW1 1JF**

**DECISION**  
Proposal:  
Change of use of existing school building (Use Class F.1) to a flexible use as either a medical facility (Use Class E(e)) or school (Use Class F.1), cycle racks to courtyard area.  
Drawing Nos: Site location plan (ref: ES-00-Site\_1250);  
Block plan (ref: ES-00-Site\_500);  
Existing plans (refs: EP-00, EP-01, EP-02 & EP-03);  
Proposed plans (refs: PP-00, PP-01, PP-02 & PP-03).

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:

Site location plan (ref: ES-00-Site\_1250);  
Block plan (ref: ES-00-Site\_500);  
Existing plans (refs: EP-00, EP-01, EP-02 & EP-03);  
Proposed plans (refs: PP-00, PP-01, PP-02 & PP-03).

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

- 3 Before the development commences, details of 2 long stay and 4 short stay cycles shall be submitted to and approved by the local planning authority. The long stay spaces should be secure and covered and separate from the short stay spaces. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

#### Informative(s):

- 1 Reasons for granting permission:

The site is located just outside the Chalton Street Neighbourhood Centre, but is just inside the Central London Area.

Planning permission is sought for the change of use from a school to a medical centre, specifically for the British Pregnancy Advisory Service (BPAS) Fertility, but to retain flexibility to revert back to a school use at a later date. Local Plan Policy C2 protects community uses. The existing school (Blossom Lower School) is set to vacate the site having found new premises at 113 Aldenham Street, London NW1 1PS. Policy C2 criterion g is therefore satisfied without considering the proposed medical use. It noted that a medical facility, whilst within Class E can be considered to have a community use function. Indeed prior to the amendments to the Use Class Order on the 1st September 2020, a medical centre was a D1 use, protected under Policy C2. Both a medical centre and school use previously fell within the same planning use class classification and planning permission would not have been required for the change currently proposed. The use would be flexible to allow the building to return to its current use should the medical facility vacate the premises within a 10 year period. The use at the end of the ten year period would then become the lawful use of the planning unit. This flexibility to return to a school (Use Class F.1) is considered acceptable in regards to policy C2 and general land use terms.

The only external works include the installation of cycle parking within the front courtyard, and a modest storage cage within the rear courtyard. These are minor alterations with little to no impact on the appearance of the building and wider area.

There are residential uses very nearby in the gated section of Christopher Place leading through to Churchway. In terms of the proposed medical facility, it is not considered that the use of the building and associated comings and goings would cause an adverse impact on residential amenity. It is likely that noise and disturbance would be reduced when compared with the school use. The use will remain a daytime use with core hours between 08:00 and 17:00, closing at midday on weekend days and bank holidays. There is no external plant equipment proposed.

The development would be car-free in accordance with Policy T2, which includes limiting the availability of both off-street and on-street parking. This is secured by planning obligation. All new schools are required to have a school travel plan. A planning obligation would require the submission of a travel plan in the event that the medical facility vacates and is replaced by a school. TfL STARS (Sustainable Travel: Active, Responsible, Safe) is a travel planning and monitoring tool for school travel plans. If the future school is non-traditional, the monitoring for SEN students can be adapted.

The medical facility should provide 2 long-stay and 4 short-stay cycle spaces. The plan indicates that 6 cycle spaces, 3 Sheffield stands, would be provided in the courtyard area. Due to different security requirements, we expect long-stay and short-stay cycle parking to be separated. In addition, the 2 long-stay cycle spaces should be covered. A condition would require details to be submitted and approved of 2 long-stay cycle parking spaces and 4 short-stay cycle parking spaces.

No objections have been received from residents 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, D1, C2, T2 and T1 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016, London Plan 2020 published version and the National Planning Policy Framework 2019.

- 2 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).

- 3 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.
- 4 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



DATED

7 April

2021

**(1) THE SPEECH LANGUAGE AND HEARING FOUNDATION**

**and**

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

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

**1-5 Christopher Place London NW1 1JF**

**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**