

**Proposed conversion of 2nd floor
from offices to form four flats at
31-33 High Holborn
(submitted pursuant to appeal decision APP/X5210/W/21/3286282)**



**Planning, Design, Heritage and Access Statement
for
Westcombe Homes**

***Brian Madge, BA, MA, MRTPI
Brian Madge Ltd
20 Westmead Road,
Sutton, SM1 4JT
020 8642 8753 & 07973 913025
bmadge224@aol.com***

INTRODUCTION

This statement supports an application to alter the internal layout and change the use of the second floor at 31-33 High Holborn. The floor has been used as offices for over ten years. The last tenants left in January 2020 and the floor was immediately marketed, but after 24 months there have been no offers for office or commercial use and hence the floor has remained vacant.

An application for five flats was submitted and refused in 2021. A subsequent appeal was dismissed. This application seeks to address the Inspector's concerns.

The application includes this statement, the plans of the whole building existing and the proposal for the second floor.

All the plans save the second floor are unaltered.

THE SITE AND ITS SURROUNDINGS

The site currently contains a six-storey building fronting High Holborn. The building formerly provided limited retail on the ground floor with offices above. The second floor is now vacant. The site is part of the Central London Area (as defined) and is in an Archaeological Priority Zone.

The site is heavily constrained by a variety of ground floor and underground uses and structures that prevent extensive alterations. These constraints include the Chancery Lane deep level shelter, a BT Telephone Exchange and two underground railway structures.

The building is red brick with stone dressings to the windows on the High Holborn frontage. It has two strong bays surrounded by a large gable and chimneys. The remainder of the front elevation is flat with pairs of windows. There is a decorative cornice between the ground and first floor, and a more modest cornice between the fourth and fifth floor. A stone balustrade caps the building.

The rear and flank elevations are more utilitarian with a mix of materials including render, red and white brick, and plain flettons. There are external staircases accessing to Fulwood Place.

High Holborn is an area of change with a number of extensive mixed use redevelopments of varying architectural styles. Redevelopment of this building is not achievable by reason of the Conservation Area status and the quality of the High Holborn Street frontage. The building

spans over a passageway to Fulwood Place which accesses Grays Inn containing a formal arrangement of buildings serving the legal community. The existing building is shown below:



Front elevation (High Holborn)



Rear elevation (Fulwood Place)



Flank elevation to the passageway

The site is in the Bloomsbury Conservation Area.

The building was converted into a mixed use of retail, offices and residential above in 2009.

Heritage significance

The site is located in an area with a range of uses as well as historical buildings. As a much altered building it has a neutral effect on the character of the Conservation Area.

The roofscape is in keeping with the general age and quality of the building. The heritage significance is thus confined to its general scale and architectural image. The building and other unlisted buildings nearby, and their relationship to one another and the Bloomsbury Conservation Area collectively illustrate the development of this part of London. They tell the story of change in this part of central London in the 19th and 20th centuries, the intensity of post-war change, and the effect of commercial pressures on older buildings.

In terms of English Heritage's 'Conservation Principles', the listed buildings and conservation area provide us with '*evidence about past human activity*' and, by means of their fabric, design and appearance, communicate information about its past. Subsequent alteration, demolition and redevelopment has not entirely removed the ability of the older townscape and intact historic buildings to do this; the Conservation Area and its listed buildings clearly retains sufficient historic. The contribution made by 31 High Holborn is unchanged.

THE PREVIOUS APPEAL

Appeal APP/X5210/W/21/3286282 considered the same second floor but proposed five flats. The Inspector concluded that the change of use was in principle acceptable and the loss of offices was not a concern. He noted in paragraph 29

29. In conclusion, the appeal premisses is suitable for a business use, albeit with some limitations to the communal areas and levels of insulation. However, the submitted evidence demonstrates that there is very little interest in the premises and market trends may be changing. Consequently, there would be little to gain from retaining the appeal premises in its current use. Thus, on balance, the evidence before me indicates the proposal would not harmfully affect the supply of business accommodation. This suggests that the proposal should be determined otherwise than in accordance with Policies E1 and E2.

However, notwithstanding the above, the Inspector had concerns with:

Privacy and overlooking

Noise and disturbance from Air Source Heat Pumps

Insufficient three-bedroom accommodation

Affordable housing contributions

Cycle storage.

The full appeal decision is copied in **Appendix A**.

THE PROPOSAL

The proposal seeks to respond to changes in economic circumstances and the appeal decision. The design concept flows from an evaluation of the building, planning policy and practical considerations. The concerns of privacy and amount of three-bedroom housing has been addressed by a reduction to four units, thereby allowing more three-bedroom flats and ensuring no overlooking between flats.

The most important context considerations are:

- ☐ There are no external changes arising out of the proposed change of use
- ☐ The maintenance of character of the building and of the area. The design is traditional and unaltered
- ☐ The maintenance of amenity for existing occupiers
- ☐ The proposal has no impact on the access of light to the adjacent buildings
- ☐ The proposed development seeks to provide for four modest flats that are appropriately located and have no impact on the streetscene
- ☐ The flats meet the national minimum floorspace standards as detailed below:
 1. Flat 1 three bedroom (4 person) – 82.4 sqm
 2. Flat 2 three bedroom (4 person) – 78.8 sq m
 3. Flat 3 two bedroom (3 person) – 69.6 sq m
 4. Flat 4 studio flat (1 person) – 40 sq m
- ☐ Given there is lift access to all floors cycle storage is in each flat as detailed in this statement
- ☐ The external ASHP are omitted but energy standards are met by the use of internal exhaust air heat pumps instead of air source heat pumps. These basically combine an air source for the heating and hot water with mechanical ventilation heat recovery for the ventilation. The NIBE unit would be the size of a tall fridge freezer and contains the heat pump, hot water cylinder and the ventilation system. It would need 2-no. 150mm diameter ducts to outside, one for fresh air in and the other for exhaust air out of the flat. Examples would be the NIBE F470 and the Joules Victorium units. Links to the websites are below.

[NIBE F470, Air to Water Heat Pump | Air to Water Heating - Joule \(jouleuk.co.uk\)](#)

These units will achieve around a 35-40% reduction in emissions. The precise detail can be secured by condition. The floor plans show an internal enclosure for each EAHP, these will have ducts in the ceiling void/a bulkhead to the closest external wall. On the elevations the impact is just a pair of 150mm diameter grilles.

- ☐ The applicant, as part of the appeal, agreed the structure of a Section 106 agreement to secure contributions towards affordable housing. This is copied in **Appendix D** and will be refined by agreement in the lifetime of the application.
- ☐ Cycle provision is shown on the plans with examples in **Appendix C**

NATIONAL POLICY

The National Planning Policy Framework says “*The preparation and review of all policies should be underpinned by relevant and up-to-date evidence. This should be adequate and proportionate, focused tightly on supporting and justifying the policies concerned, and take into account relevant market signals.*” The market signals shown in the supporting marketing report are clear and are a material consideration.

The Government attaches great importance to the design of the built environment. Good design is a key aspect of sustainable development. Planning policies and decisions should aim to ensure that developments will function well and add to the overall quality of the area, not just for the short term but over the lifetime of the development and should establish a strong sense of place, using streetscapes and buildings to create attractive and comfortable places to live. Planning policies and decisions should not attempt to impose architectural styles or particular tastes and they should not stifle innovation.

Given the proposal is effectively only a change of use no design issues arise.

THE DEVELOPMENT PLAN

The Development Plan for the site comprises the London Plan 2021 together with the Camden Local Plan 2017. The Holborn area is largely characterised by a mix of offices, retail and residential.

Policy E2 Employment premises and sites states:

The Council will encourage the provision of employment premises and sites in the borough. We will protect premises or sites that are suitable for continued business use, in particular premises for small businesses, businesses and services that provide employment for Camden residents and those that support the functioning of the Central Activities Zone (CAZ) or the local economy.

We will resist development of business premises and sites for non-business use unless it is demonstrated to the Council's satisfaction:

- a. the site or building is no longer suitable for its existing business use; and***
- b. that the possibility of retaining, reusing or redeveloping the site or building for similar or alternative type and size of business use has been fully explored over an appropriate period of time.***

We will consider higher intensity redevelopment of premises or sites that are suitable for continued business provided that:

- c. the level of employment floorspace is increased or at least maintained;***
- d. the redevelopment retains existing businesses on the site as far as possible, and in particular industry, light industry, and warehouse/logistic uses that support the functioning of the CAZ or the local economy;***
- e. it is demonstrated to the Council's satisfaction that any relocation of businesses supporting the CAZ or the local economy will not cause harm to CAZ functions or Camden's local economy and will be to a sustainable location;***
- f. the proposed premises include floorspace suitable for start-ups, small and medium-sized enterprises, such as managed affordable workspace where viable;***
- g. the scheme would increase employment opportunities for local residents, including training and apprenticeships;***
- h. the scheme includes other priority uses, such as housing, affordable housing and open space, where relevant, and where this would not prejudice the continued operation of businesses on the site; and***
- i. for larger employment sites, any redevelopment is part of a comprehensive scheme.***

The site has been marketed since January 2020 (as demonstrated in **Appendix B**) and received no offers. The post Covid era has changed the approach to the office and its use and arguably renders employment protection policies out of date. A recent published survey from property agents Cushman & Wakefield analysed responses from more than 40,000 individuals globally about their work-from-home experiences during the Covid-19 pandemic. Survey respondents represent approximately 30 companies across nearly 20 industries. Three quarters of respondents

agree or strongly agree that they are collaborating effectively with colleagues in the current environment - up 10% from data gathered during the pre-Covid-19 period - and 73% said they would **like their companies to embrace long-term or permanent flexible working policies**. This has led KPMG to conclude Covid-19 has prompted businesses to look closely at their real estate, including office space usage in premium locations like London. A new JLL report on the impact of Covid-19 on flexible space outlines the future of such space both now and after the pandemic subsides. The report indicates that flexible space will take a different form than it has in the past. This change will result in the de-densification of main office space and a move towards a 'hubs and clubs' model that provides office locations closer to where people live. These distributed locations, or 'clubs,' are likely to lean heavily on flexible space arrangements.

The JLL report notes that they expect to see a fundamental shift in the way office space is consumed. A greater focus on spaces which emphasise collaboration is also likely to emerge as office space is redesigned and repurposed. As tenants return to their offices, business continuity and operational resilience will be top priorities - and since flexible space is fast and easy to acquire, companies are likely to turn to flexible solutions to support portfolio reductions and cost-saving strategies during this time of economic uncertainty.

The office has long provided a place for concentrated work and is increasingly becoming a place for collaboration, connection, innovation and social interaction. In a revived post-pandemic market where adaptability is high on the corporate agenda, the purpose of the 'hub' office is centred around collaboration and flexible space.

The applicants have produced their own bespoke research by Levy Real Estate who note that even before Covid the City Fringe was slowing down. They note:

The City Fringe has been one of London's standout performers over the past decade, but recent months have been less positive. The coronavirus crisis has chalked off demand, with few lettings occurring since the pandemic began. The submarket's vacancy rate was already rising before the crisis, albeit from low levels. Net absorption has been negative over the past year, largely due to the Royal Bank of Scotland consolidating its offices on Bishopsgate, while the 110,000-SF Kaleidoscope scheme delivered unlet at the end of 2019. While TMT demand might prove more resilient than some other sectors in the aftermath of the crisis, leasing is likely to remain sluggish in the near term, while the many co-working firms operating here are likely to see their business models put under pressure. When combined with a rise in speculative construction, this should lead to vacancies rising further in the next couple of years.

In addition to the risk the coronavirus crisis poses to the business models of such firms, a high level of co-working space also presents a challenge to landlords of smaller buildings in the City Fringe, as startups and SMEs gravitate to this co-working space instead. Brexit also poses a challenge to demand here. Any restrictions on EU immigration would shrink the pool of tech talent available, which could lead some firms to consider setting up operations on the continent instead.

This and the other factors shown in the whole report leads to the conclusion that:

Demand for office space has weakened significantly across Central London as a result of the coronavirus crisis. Few lettings have occurred within the area in recent months as many firms continue to work from home and business leaders re-evaluate space needs. The submarket's vacancy rate, which had already been edging upwards before the crisis began, is likely to continue rising over the next couple of years as muted demand meets rising supply and rents should start to fall as a consequence.

In a report by Fitch Ratings dated 27th May 2020 they report that the Corona Virus pandemic will irreversibly change your opinion of this market by causing step change in working practices in the information services sector. Anti Covid-19 measures have forced many businesses to have all or most of their staff working home simultaneously. This has accelerated technological development, systems quality testing, lowered cultural and managerial barriers to home working and reshaped within and between businesses. All of these factors lead to lower demand for City Centre office property. They have increased EMEA CMBS Office Structural Vacancy assumptions in many markets due to opportunities for remote working combined with cost pressures from weaker economic conditions. This increase assumes structural vacancy is focused on expensive and highly centralised office markets in large cities like London and Paris.

These considerations lead to an overall conclusion that most expert commentators believe that there will be a decrease in demand for office accommodation throughout the Central London core. The subject property is not a highly attractive office and as shown over the past eighteen months the demand for this unit is poor. With current demand falling significantly this unit is effectively un-lettable.

Demand for office space has weakened significantly across Central London as a result of the coronavirus crisis. Few lettings have occurred within the area in recent months as many firms continue to work from home and business leaders re-evaluate space needs. The submarket's vacancy rate, which had already been edging upwards before the crisis began, is likely to continue rising over the next couple of years as muted demand meets rising supply and rents should start to fall as a consequence.

Hence it can be seen in the context of this proposal and the locality that:

- The premises have not let since before the Covid crisis
- Demand for office space has weakened significantly and has continued to do so between August 2020 and March 2021
- Few lettings have occurred within the area in recent months
- Business leaders are already re-evaluating office space needs
- The vacancy rate was already rising before Covid
- The vacancy rate is likely to continue rising

- Rents are likely to fall affecting viability
- Brexit will create further uncertainty.

The most recent report by Kinney Green in July 2021 concluded:

Kinney Green has been marketing this building since October 2019 and we have received hardly any interest. If we are able to provide a refurbishment to the common parts, we hope this will aid first impressions to an incoming tenant making it beneficial to marketing. Unfortunately, this is costly and may not be possible to provide the type of accommodation that the market demands. The current property market is unpredictable due to the global pandemic, which we cannot ignore. Whilst some people are starting to return back to the office I cannot see serious interest in this type of office accommodation for the foreseeable future. Due to the amount of residential in the immediate area, there will always be demand for flats and the loss of office accommodation at 31-33 High Holborn would not be detrimental businesses in the vicinity.

By contrast flat demand remains strong and there is a committed developer on site who is willing to invest further. We suggest therefore the policy test is passed.

Paragraph 2.31 of the Local Plan identifies the Council aspirations for the Holborn area and states:

The Council's aspirations for the Holborn area include:

- ***provision of a mix of land uses, with offices and housing as the predominate uses; and***
- ***provision of appropriate retail, food, drink and entertainment and service uses in the area's Central London Frontage in accordance with the supplementary planning document Camden Planning Guidance on town centres, taking opportunities to introduce ground floor town centre uses where the continuity of the frontage is currently broken;***
- ***development of a decentralised energy network;***
- ***improvements to the street environment, in particular the pedestrian environment to and around Holborn Underground station;***
- ***improved linkages and connections with the City of London, the Tottenham Court Road area and other neighbouring areas;***
- ***making walking and 'way-finding' easier;***
- ***the provision of improved cycling facilities, particularly for visitors;***

- *working with partners including TfL to relieve congestion at Holborn Underground station, including the Holborn station capacity upgrade;*
- *appropriate contributions to open space, community facilities, regeneration initiatives and employment and training schemes;*
- *high quality, sustainable design that respects its surroundings and conserves and enhances the area's heritage assets and wider historic environment; and*
- *improving community safety, including opportunities for crime and anti social behaviour.*

The proposal maintains a mixed use of the building with retail on the ground floor on the High Holborn frontage and perpetuates the design of the approved building. It will make a contribution to maximising housing supply as required by Policy H1, which states:

The Council will aim to secure a sufficient supply of homes to meet the needs of existing and future households by maximising the supply of housing and exceeding a target of 16,800 additional homes from 2016/17 - 2030/31, including 11,130 additional self-contained homes.

We will seek to exceed the target for additional homes, particularly self-contained homes by:

- a. regarding self-contained housing as the priority land-use of the Local Plan;*
- b. working to return vacant homes to use and ensure that new homes are occupied;*
- c. resisting alternative development of sites identified for housing or self- contained housing through a current planning permission or a development plan document unless it is shown that the site is no longer developable for housing; and*
- d. where sites are underused or vacant, expecting the maximum reasonable provision of housing that is compatible with any other uses needed on the site.*

We will monitor the delivery of additional housing against the housing target, and will seek to maintain supply at the rate necessary to exceed the target. In seeking to maintain the housing supply, the Council will adjust the type and mix of housing sought, having regard to the financial viability of development, the sales or capital value of different house types and tenures, and the needs of different groups.

The proposal as it now stands also maximises self-contained accommodation as required by Policy H2, which states:

To support the aims of Policy H1, where non-residential development is proposed the Council will promote the inclusion of self-contained homes as part of a mix of uses.

- In all parts of the borough the Council will encourage the inclusion of self-contained homes in non-residential development.***
- In the Central London Area and the town centres of Camden Town, Finchley Road/ Swiss Cottage and Kilburn High Road, where development involves additional floorspace of more than 200sqm (GIA), we will require 50% of all additional floorspace to be self contained housing, subject to the following considerations.***

In the specified areas, the Council will consider whether self-contained housing is required as part of a mix of uses taking into account:

- a. the character of the development, the site and the area;***
- b. site size, and any constraints on developing the site for a mix of uses;***
- c. the priority the Local Plan gives to the jewellery sector in the Hatton Garden area;***
- d. whether self-contained housing would be compatible with the character and operational requirements of the proposed non-residential use and other nearby uses; and***
- e. whether the development is publicly funded or serves a public purpose.***

Where housing is required as part of a mix of uses, we will require self contained housing to be provided on site, particularly where 1,000sqm (GIA) of additional floorspace or more is proposed. Where the Council is satisfied that providing on-site housing is not practical or housing would more appropriately be provided off-site, we will seek provision of housing on an alternative site nearby, or exceptionally a payment-in-lieu.

Turning to the design, the impact of development is assessed against Policy A1, which states:

Managing the impact of development

The Council will seek to protect the quality of life of occupiers and neighbours.

We will grant permission for development unless this causes unacceptable harm to amenity.

We will:

- a. seek to ensure that the amenity of communities, occupiers and neighbours is protected;**
- b. seek to ensure development contributes towards strong and successful communities by balancing the needs of development with the needs and characteristics of local areas and communities;**
- c. resist development that fails to adequately assess and address transport impacts affecting communities, occupiers, neighbours and the existing transport network; and**
- d. require mitigation measures where necessary.**

The factors we will consider include:

- e. visual privacy, outlook;**
- f. sunlight, daylight and overshadowing;**
- g. artificial lighting levels;**
- h. transport impacts, including the use of Transport Assessments, Travel Plans and Delivery and Servicing Management Plans;**
- i. impacts of the construction phase, including the use of Construction Management Plans;**
- j. noise and vibration levels;**
- k. odour, fumes and dust;**
- l. microclimate;**
- m. contaminated land; and**
- n. impact upon water and wastewater infrastructure.**

The design has no impact on adjacent properties by reusing the existing windows.

HERITAGE SIGNIFICANCE

The proposed scheme is solely an internal change and is logical and reasonable in its approach to the character of the locality. The character and appearance of the Conservation Area will be unaffected by the proposed scheme. The setting of nearby buildings and the character and appearance of the Conservation Area and the setting of others will be preserved.

The proposed scheme, for the reasons given above, preserves the special architectural and historic interest as well as the character and appearance of the Bloomsbury Conservation Area, and thus complies with S.66 (1) and S.72 (1) of the Planning (Listed Buildings and Conservation Areas) Act 1990. It does not lead to 'substantial' harm or any level of 'less than substantial' harm to any other heritage assets.

The level of 'harm' caused by the proposed scheme

As outlined earlier, the NPP Framework identifies two levels of potential 'harm' that might be caused to a heritage asset by a development: 'substantial harm...or total loss of significance' or 'less than substantial'. Both levels of harm must be caused to a *designated* heritage asset – in this instance, the Conservation Area. The only potential for 'less than substantial' harm would be the loss of something in a Conservation Area that has a direct relationship to what is central to a special architectural and historic interest in that Conservation Area. This does not occur.

The balance of 'harm' versus benefit

In any event, and even if some level of harm was considered to be caused by the proposals, the scheme provides a tangible public benefit in the form of providing additional housing with a sustainable future in a way that does not affect the special architectural and historic interest of the area. The provision of housing is a clear public benefit. This would more than outweigh what very low level of 'harm' - if any - might be asserted is caused by the proposal. The core special architectural and historic interest of the heritage assets remains entirely intact – i.e. preserved - in the proposed scheme.

AFFORDABLE HOUSING

As noted above and in the appeal decision a S106 agreement was considerably advanced prior to the appeal decision but was not completed. It is copied in **Appendix D**. It will be adapted to reflect four units during the lifetime of the application.

CONCLUSIONS

We believe there is an opportunity, consistent with Government advice, to provide new accommodation on the second floor which is in keeping with the form of the adjacent development and the surrounding area. This application positively responds to the context in developing the site in a high quality manner, and to introduce significant benefits to the locality through an appropriate development which perpetuates the form of the locality.

In light of the above and given the compliance with National Policy and the Local Plan we would seek your favourable recommendation and consideration.

APPENDIX A – Appeal Decision



Appeal Decision

Site visit made on 14 March 2022

by **Graham Chamberlain BA (Hons) MSc MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 01 April 2022

Appeal Ref: APP/X5210/W/21/3286282

2nd Floor, 31-33 High Holborn, London, WC1V 6AX

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a failure to give notice within the prescribed period of a decision on an application for planning permission
- The appeal is made by Mr Kamal Pankhania of Westcombe Homes against the London Borough of Camden.
- The application Ref: 2021/1896/P, is dated 16 April 2021.
- The development proposed described as 'the conversion of the second floor from offices to form five flats.'

Decision

1. The appeal is dismissed, and planning permission refused.

Background and Main Issues

2. The Council failed to determine the planning application within the prescribed period and therefore the appellant exercised their right to submit this appeal. The Council has confirmed through putative reasons for refusal that, had it been able to do so, it would have refused the proposal. Thus, in this instance the main issues flow from the Council's putative reasons for refusal and are:
 - The effect of the proposed development on living conditions, with particular reference to noise, outlook and privacy;
 - Whether the proposal would make adequate provision for affordable housing and provide an adequate mix of homes;
 - The effect of the proposed development on the supply of business accommodation; and
 - Whether the proposal would adhere to the Council's strategies for 'car free' housing and cycle parking.

Reasons

The effect of the proposed development on living conditions

3. Save for the provision of air source heat pumps (ASHP), the appeal scheme would not involve external alterations and therefore the layout of the five flats would make use of existing windows. The second bedroom in Flat 1 would be single aspect and positioned at very close range to the single aspect window serving the bedroom area of the bedsit labelled as Flat 1.

Appeal Decision APP/X5210/W/21/3286282

4. Although positioned at oblique angles to one another, the proximity and size of these windows would allow the respective occupants to easily see into each other's bedrooms at close range and therefore an adequate level of privacy would not be achieved. A similarly unacceptable and harmful arrangement would occur between the single aspect Bedroom 1 in Flat 4 and Bedroom 1 in Flat 3. As a result, the occupants of these flats would also experience poor living conditions due to a harmful lack of privacy.
5. The appeal site is in a dense urban area where expected levels of privacy may not be as great as in more spacious suburban locations. However, the overlooking in this instance would be particularly acute given the positioning, size and single aspect configuration of the windows and because the bedroom/bedroom areas would be used intensively given the modest overall size of the homes. The effected rooms could not be fitted with obscured glass because they are single aspect and the need to permanently close blinds or curtains to maintain privacy would also harmfully effect outlook.
6. There would be potential for inter overlooking between the 1-bedroom Flat 4 and the bedsit also labelled as Flat 4. However, the bedsit would be dual aspect with two sizable windows overlooking High Holborn. As a result, it would be possible to retain the obscured glass currently in the proposed bedroom area without harming outlook and levels of light.
7. Flat 3 and the 1-bedroom Flat 4 would have single aspects bedrooms overlooking the ASHP at close range. Given the location at a second-floor level above a pedestrian side street, background noise levels may not be high in the proposed bedrooms. As a result, the ASHP could be audible and harmfully so, especially when the windows were open. As a result, I share the Council's view that the specification of the ASHP, including any mitigation, should be assessed at the application stage (and not left to a planning condition) to ensure it would be effective and visually acceptable. In the absence of this information, the appellant has failed to demonstrate that the proposal would result in acceptable levels of noise and disturbance at the nearest proposed flats.
8. In addition to the impact on future occupants, the Council has also vaguely referred to 'wider neighbouring amenity' and 'neighbouring occupiers' in respect of noise and disturbance. However, it is unclear to what properties it is referring. In the absence of this detail, I have not found against the proposal in this respect. This does not however, outweigh the harm I have identified.
9. In conclusion, the appeal scheme would fail to provide adequate living conditions for the occupants of four of the proposed flats. This would be contrary to Policies A1, A4, D1, H1, H6 and H7 of the Camden Local Plan 2017 (LP), which seek to secure development that balances housing delivery with ensuring that the amenity of occupiers is protected when having regard to privacy and noise and disturbance. This is consistent with Paragraph 130(f) of the National Planning Policy Framework (the 'Framework').

Whether the proposal would make adequate provision for affordable housing

10. Policy H4 of the LP sets a strategic target of providing 5,300 additional affordable homes by 2030/31. To achieve this the Council expects a contribution towards affordable housing from all developments that provide one or more additional homes. In this instance, the contribution is calculated based on a sliding scale linked to the gross quantum of residential floor space

<https://www.gov.uk/planning-inspectorate>

<https://www.gov.uk/planning-inspectorate>

2

created. The appeal scheme would generate a contribution of 6%, which would amount to £93,300.

11. This approach is inconsistent with the Framework, which states (at Paragraph 64) that affordable housing should not be sought for residential developments that are not major developments. The Framework sets out government policy and is therefore a material consideration of significant weight. However, the supporting text to Policy H4 specifically addresses this and sets out the rationale for setting a lower target as an exception to the national threshold. The justification is based on the very high need¹, and evidence demonstrating that contributions in line with a sliding scale would not affect viability. The appellant has not questioned the approach or provided contrary viability evidence. Thus, in the circumstances there is clear justification to depart from national policy.
12. Accordingly, the provision of affordable housing would be necessary to make the development acceptable in planning terms, would be directly related to the development and, due to the sliding scale, the contribution sought by the Council would be fair and reasonable in scale and kind to the development.
13. Policy DM1 of the LP explains that planning contributions would be used to support sustainable development. These are usually secured through planning obligations. However, the appellant has not submitted a completed planning obligation as a means of securing the contribution towards affordable housing (only a draft is before me).
14. There is limited evidence before me to indicate the Council and appellant have agreed the heads of terms to go into a planning obligation. Moreover, the circumstances around the absence of a planning obligation are not exceptional. As a result, the imposition of a negatively worded condition as a means of securing the planning obligation, as discussed in the Planning Practice Guide², would not be appropriate in this instance. A positively worded condition would not meet the test of enforceability as there would be nothing to prevent commencement. Consequently, an appropriate mechanism to secure the provision of affordable housing is not before me and therefore the proposal would be contrary to Policies DM1 and H4 of the LP.

Whether the appeal scheme would provide an adequate mix of homes

15. Policy H7 of the LP seeks to secure a range of homes of different sizes that will contribute to the creation of mixed, inclusive, and sustainable communities. The basis of this approach is set out in the supporting text to the policy, where the Council explains that the borough's housing stock is largely made up of relatively small dwellings³. This has led to constrained choice and overcrowding, in part because household sizes have grown. The Camden SHMA indicates that the greatest need is for two- and three-bedroom properties. This is expressed in a dwelling size priority table in the LP. The appellant has not disputed this background evidence.
16. The appeal scheme would deliver two 2-bedroom flats, which are of high priority. However, the other three homes would be bedsits or a 1-bedroom property. These are of a lower priority. The proposal would not deliver any 3-

¹ As demonstrated in the Camden Strategic Housing Market Assessment (SHMA)

² Paragraph: 010 Reference ID: 21a-010-20190723

³ The 2011 census indicates that 70% of households live in homes with two bedrooms or fewer.

bedroom homes. The appellant's submissions do not justify this approach. For example, there is no viability evidence before me or anything to suggest a 3-bedroom property would be inappropriate or undesirable. As a result, there is no reasoned justification to step away from the aim in Policy H7 of securing a mix of large and small homes.

17. In conclusion, the proposal would be at odds with Policy H7. This policy is broadly consistent with Paragraph 62 of the Framework, which states that the size and type of housing needed by different groups in the community should be reflected in planning policies.

'Car free' housing and cycle parking

18. To reduce air pollution and congestion and use land more efficiently, Policy T2 of the LP requires all new development to be 'car free'. The Council aims to achieve this by not issuing on street or on-site parking permits. The appeal scheme does not propose on site parking and the Council has confirmed that the occupants of the proposed homes would not be eligible for on street parking permits in any event. It is therefore unclear why a planning obligation is necessary to secure a 'car free' proposal.
19. Policy T1 of the LP requires cycle parking facilities in accordance with the minimum standards in the London Plan. In this instance, the Council suggest the requirement would be eight long stay cycle parking spaces and 2 short stay spaces. The appellant has not disputed the necessity of this.
20. I observed during my visit that there is cycle parking available at ground floor level in the form of vertical racks. The existing cycle parking is to serve properties approved elsewhere in the building. It is unclear how additional cycle parking spaces could be accommodated alongside those spaces required to serve existing users of the building. A drawing showing adequate cycle parking is not before me. As a result, the appellant has failed to demonstrate that the proposal would provide adequate cycle parking in accordance with Policy T1 of the LP.

The effect of the proposed development on the supply of business accommodation

21. Policy E1 of the LP outlines a strategy aimed at safeguarding existing employment sites. Policy E2 of the LP flows from this and seeks to protect premises that are suitable for continued business use by resisting development of business premises to non-business uses unless; a) the site or building is no longer suitable for its existing use; and b) the possibility of retaining, reusing, or redeveloping the site or building for similar or alternative business use has been fully explored over an appropriate period of time.
22. The supporting text to Policy E2 provides some further guidance on how to apply the tests set out in the preceding paragraph. In Paragraph 5.37 an open list of factors to consider is set out. With this in mind, the appeal premises is in a suitable location for a business use given its position on High Holborn, which is a busy thoroughfare close to public transport. Moreover, there is nothing of substance before me to suggest the existing business/office use does not relate well to nearby land uses, which appear varied in any event. The appeal premises can also be used by a small to medium sized business.
23. Moreover, the condition of the office premises seems reasonable. It has lots of natural light and is an apparently good condition. The marketing information

suggests it has had new air conditioning fitted and the front of the building is very attractive and appears well cared for. That said, there are some limitations. Feedback from the marketing indicates that common parts of the building are of a lower standard, such as the lift. Moreover, there is little space for bike racks. The energy efficiency of the premises is also at a level that is near to being unlettable. However, there is nothing to suggest this cannot be rectified. Therefore, when considered in the round the appeal premises seems to be suitable for its existing business use as an office. The proposal would therefore be at odds with Policy E2(a).

24. However, I share the view of the appellant that 'suitability', whilst relevant, may not be a determinative test. This is because there seems little point in retaining floor space in a business use when there is no demand for it as such. Paragraph 82(d) of the Framework, as a material consideration, explains the need for planning policies to be flexible and enable a rapid response to changes in economic circumstances. Thus, Policy E2(b) is of greater significance, as it allows for flexibility as advocated within the Framework.
25. To this end, the appellant has indicated that the premises has been on the market since October 2019 without finding a tenant and generating 'hardly any interest'. The guide price of £55 per sq ft seems reasonable when compared to other similar premises outlined in the Kinney Green report. The Council has not directly challenged these aspects of the marketing campaign. Many of the comparables have also been on the market for a long period, which seems to be an indicator that demand for office space in the area is sluggish.
26. Accordingly, the marketing evidence indicates that the possibility of retaining, reusing, or redeveloping the premises has been fully explored. That said, the supporting text to Policy E2 explains that marketing should take place for at least two years. But in the two years following October 2019, there has been a global pandemic that necessitated unprecedented periods of national lockdown. This would have seriously hampered the ability to find a tenant. Nevertheless, I have seen nothing to suggest the marketing ceased in October 2021 and therefore it has apparently endured for more than two years, and this period would have included times outside of any lock down. Therefore, it is still reasonable to afford the marketing campaign a high degree of weight as evidence of little demand for the appeal premises.
27. Moreover, the appellant sets out a broader point, supported by evidence⁴, that the pandemic seems to be altering the office market. This is because higher levels of home working may explain the sluggish demand for office space. If this is the case, then the Council's evidence underpinning Policy E2 may be out of date, thereby possibly rendering the policy out of date. For example, it may be that a long-term implication of the pandemic is a marked over supply of business floorspace due to low demand. Therefore, a policy that strictly limits changes of use to non-business uses could be unnecessary. The approach set out in Policies E1 and E2 is also undermined by changes to permitted development rights, as office space can now revert to other uses, such as retail, without requiring planning permission.

⁴ Evidence from Cushman and Wakefield suggests 73% of the companies surveyed would like to embrace flexible working long term. KPMG has also recommended that businesses look at their real estate as a result of the pandemic and a JLL report suggests there may be a de-densification of main office space.

28. However, the evidence of fluctuations in the market is embryonic and could simply be an indication of a short-term trend as the market recovers from the pandemic and adjusts to 'Brexit'. Thus, at this stage it would be premature to conclude that Policies E1 and E2 are out of date.

29. In conclusion, the appeal premises is suitable for a business use, albeit with some limitations to the communal areas and levels of insulation. However, the submitted evidence demonstrates that there is very little interest in the premises and market trends may be changing. Consequently, there would be little to gain from retaining the appeal premises in its current use. Thus, on balance, the evidence before me indicates the proposal would not harmfully affect the supply of business accommodation. This suggests that the proposal should be determined otherwise than in accordance with Policies E1 and E2.

Other Matters

30. The Council has indicated that the submitted drawings do not show the mansard extension granted permission under application 2009/4519/P. However, it has not explained why it is necessary to do so and therefore I have not considered this matter further. The appeal scheme would preserve the character and appearance of the conservation area because no external alterations are proposed and the use would be compatible with those nearby.

Planning Balance


31. The proposal would not harm the supply of business accommodation and the Council have failed to demonstrate that a planning obligation is required to secure a car free development. However, the proposal would result in poor living conditions and would not provide an adequate mix of housing, sufficient cycle parking or a contribution towards affordable housing. The appellant is apparently close to resolving the latter point, but the former are still serious matters regardless. The proposal would therefore be contrary to the development plan as a whole. This is a matter of significant weight, especially given the consistency with the Framework.
32. As a material consideration, the proposal would have several benefits. It would result in new homes that would modestly support housing delivery. Being small scale, the proposal could be delivered quickly and by a small developer. That said, no party has suggested that the Council are unable to demonstrate a five-year housing land supply. This tempers the benefit. The occupants of these homes would be able to support the local economy and community. However, the practical effect of this has not been demonstrated. For example, there is nothing to suggest local services are failing for lack of patronage. Overall, the benefits carry limited weight and would not outweigh the conflict with the development plan.

Conclusion

33. The proposed development would be contrary to the development plan and there are no other considerations which outweigh this finding. Accordingly, for the reasons given, the appeal should not succeed.


Graham Chamberlain
INSPECTOR


APPENDIX B – January 2020 Marketing details and Kinney Green Report July 2021




31-33 HIGH HOLBORN
LONDON WC1

2,690 to 5,380sqft
HIGH QUALITY OFFICE SPACE TO LET








31-33 HIGH HOLBORN
LONDON WC1



LOCATION
This prominent building on the north side of High Holborn is immediately opposite its junction with Chancery Lane, making it right in the heart of Holborn. Chancery Lane (Central Line) Underground Station is close by.



Computer generated image

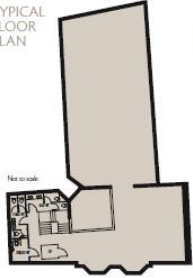



DESCRIPTION
The building is undergoing a comprehensive refurbishment to provide 2 floors of high quality offices accessed via a self contained entrance.

The floor areas are as follows:-

2nd Floor	2,690 sqft	250 sq m
1st Floor	2,690 sqft	250 sq m
Total (approx)	5,380 sqft	500 sq m

TYPICAL FLOOR PLAN




TERMS
Lease: New FRI lease direct from the Landlord
Rent: upon application

VIEWINGS Strictly by appointment with the joint sole letting agents.


AMENITIES

- Open plan floors
- New air conditioning
- New raised floors
- Modern ground floor entrance
- Passenger lift
- Roof terrace (not demised)

A DEVELOPMENT BY



WESTCOMBE GROUP
www.westcombegroup.com



COPPING JOYCE
Established 1994
Tel: 020 7749 1841
www.cjpc.co.uk
Jamie Levy T: 0207 749 1041
E: j.levy@cjp.co.uk

monmouthdean.com
020 7025 1390

Rhys Evans T: 020 7025 1393
E: re Evans@monmouthdean.com
Paul Dart T: 020 7025 1392
E: pdart@monmouthdean.com

Copping Joyce and Monmouth Dean LLP for themselves and for the lessors or vendors of the property whose agents they are, give notice that (i) These particulars are not used as a general guide only for the guidance of interested purchasers or tenants and do not constitute part of any offer of contract. (ii) All descriptions, illustrations, references to condition and necessary permission for use and management and other details are given without responsibility and any existing guarantees or warranties should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of such of them (iii) No person in the employment of Copping Joyce or Monmouth Dean LLP has any authority to make or give any representation or warranty in relation to the property (iv) Unless otherwise stated all terms and prices quoted are exclusive of VAT, which may be payable in addition. Subject to contract. Designed by G2 (www.g2group.co.uk) 08/01 April 2010.



Report on 31-33 High Holborn, London, WC1V 6AX

On behalf of
Westcombe Group

29th July 2021



31-33 HIGH HOLBORN WC1

Introduction

I have been requested to provide a report on the viability of 31-33 High Holborn being used for office purposes (User Class E (g)(i)), as part of a proposed pre-application for a change of use of the building to residential use (C3(a)).

Qualifications of Neil Warwick BSC MRICS

I am a partner of Kinney Green chartered surveyors. I qualified as a Chartered Surveyor in 1992 and have spent the majority of my professional life specialising in commercial property in the Midtown area of central London. I have significant experience in office lettings, in particular advising landlords on the specifications of works and equipment to be included in office accommodation to make them as attractive as possible to prospective tenants in the letting and sales market. I work closely with the Midtown Business Improvement District and I am an active member of the property group within that.

Location

The property, 31-33 High Holborn, is situated immediately opposite the junction of Chancery Lane. Located in the heart of Midtown the nearest underground stations are Chancery Lane (Central Line), only 1 minute walk away, Farringdon and Blackfriars which provide excellent transportation links with Thameslink and District and Circle Line Underground Station. There are also a number of bus routes within the vicinity.

29th JULY 2021

Description

The 2nd floor at 31-33 High Holborn currently presents as an office (Class E (g)(i)). The floor has a previous tenant's fit out which has been lightly refurbished to attract interested parties. There are 3 meeting rooms, a kitchenette, comms room and open plan area with approximately 36 desks. The floor has the following approximate net internal floor area:-

Floor	Sq ft	(m ²)
2 nd	2,683	(249.26)
Total	2,683	(249.26)

Key Facts

- The building's façade presents with period features. The common parts are in need of modernisation and redecoration.
- The property is located in a prime position and its exterior is very attractive. Unfortunately, the common parts are not conducive to a modern office.
- The 2nd floor itself presents well with 3 meeting rooms in situ, a kitchenette and it is fitted with furniture throughout.
- Due to the amount of competition within the area, newly refurbished, newly developed and fully fitted to CAT A + are the only office units achieving lettings.
- We have been marketing the 2nd floor at 31-33 High Holborn since October 2019. It should be noted that COVID-19 has created disruption throughout the property market. Prior to COVID-19, Brexit has also caused an issue to the amount of occupiers committing to an office. Many Tenants are searching for flexibility within leases as well as convenience.
- The common parts would benefit from a passenger lift. Whilst there is a DDA compliant lift in situ this is mainly for wheelchair users. Whilst marketing we have received negative feedback on the specification and speed of the lift as otherwise it is a 2nd floor walk-up. A new lift would be difficult to install and costly.
- There is a shower and some lockers located on the 2nd floor. Many occupiers are also seeking for bike racks to accompany this amenity.
- The 2nd floor has good natural light to front rear and part side elevations.
- The Energy Efficiency of the building has recently been assessed at E-107 which is close to being unlettable. Tenants are increasingly becoming more conscious about the

sustainability of their premises and will ask a Landlord whether they have any plans to undertake works to improve the Energy Efficiency. Many occupiers will take this into consideration when choosing their next office.

Marketing since October 2019

The 2nd floor was placed on the market to let as a fully fitted, plug and play office in October 2019.

The marketing initiatives put in place included the following:-

- Letting board at the front of the building
- Marketing particulars including colour photography internal and external.
- YouTube video highlighting the fit out of the floor.
- Mailing – to local occupiers including all Barristers Chambers.
- Email campaign – to the Office Agents Society on a regular basis.
- Website listings – property details listed on the Kinney Green website, Co-Star and other commercial property sites.

Possible interest in the property since October 2019

Despite the floor being marketed for 1 year and 9 months, there has been little or no interest from potential office tenants to take a lease of the floor.

We have been quoting £55.00 per sq ft per annum exclusive. The previous transaction within the building achieved £52.50 per sq ft which was our guide for the 2nd floor. Due to the current market we have made it clear that the rent is negotiable.

Comparable Properties on the Market

The market has been unpredictable since October 2019, and there are currently 129 available properties of 2,000 – 3,000 sq ft within Midtown alone.

Here is a list of some of the properties which we believe to be the most comparable to the 2nd floor at 31-33 High Holborn that are currently on the market with an indication of how long they have been available to let:-

- 35 High Holborn, whole building with floors from 1,237 – 3,542 sq ft. Fully fitted and newly refurbished by the Landlord for a term until October 2024. Quoting from £49.50 per sq ft. Available since 9th March 2021.
- Harmsworth House, 13-15 Bouverie Street, 6th floor measuring 2,345 sq ft. Available directly from the Landlord for a term until October 2025. Fully fitted floor with furniture. Quoting £45 per sq ft inclusive of service charge. Available since 11th October 2019.
- 167 Fleet Street, 5th floor – 2,800 and 3rd floor – 2,800 sq ft, newly refurbished open plan floors. New lease directly from the Landlord. Quoting £55.00 per sq ft however it is openly marketed as being able to agree highly competitive terms. Available since 8th January 2019.
- 24 High Holborn, 6th floor – 2,400 sq ft, 5th floor – 2,637 sq ft. A new lease directly from the Landlord. Quoting £65.00 per sq ft. They are able to provide a new flexible fully fitted office. It should be noted that the building has undergone a refurbishment. Available since February 2019.
- 210 High Holborn, 5th floor - 2,400 sq ft. Available by way of an assignment or sublease for a term expiring in May 2024. Quoting £47.50 per sq ft. Currently presents as plug and play space from the previous tenants fit out. Actively marketing that they will agree competitive terms. Available since January 2021.

The majority of properties available in the market are offering fitted out, plug and play space. Some properties mentioned have been newly refurbished with manned receptions however these are still comparable given their location. Whilst considering the above many refurbishments can include a new reception area, new comfort cooling or air conditioning, modern cabling, bike racks, showers and lockers which will all be a priority to a relocating tenant. To attract all occupiers, many Landlords are now providing their own fully fitted floors on top of building refurbishments to try and compete with serviced offices to warrant that they are able to get a tenant in occupation as swiftly as possible and eliminating the Licence to Alter.

There are many more examples of what is available in the market however there is also an abundance of residential in the vicinity which are proven to be sought after.

Conclusion

Kinney Green has been marketing this building since October 2019 and we have received hardly any interest. If we are able to provide a refurbishment to the common parts, we hope this will aid first impressions to an incoming tenant making it beneficial to marketing. Unfortunately, this is costly and may not be possible to provide the type of accommodation that the market demands.

The current property market is unpredictable due to the global pandemic, which we cannot ignore. Whilst some people are starting to return back to the office I cannot see serious interest in this type of office accommodation for the foreseeable future.

Due to the amount of residential in the immediate area, there will always be demand for flats and the loss of office accommodation at 31-33 High Holborn would not be detrimental businesses in the vicinity.

Caveat

This report is exclusively for the addressee in relation to their planning proposals at 31-33 High Holborn and is not to be used for any other purpose. At the time of writing the country has just lifted national restrictions due to the COVID-19 pandemic.

If you require any further information or would like to discuss any of the points raised above, please do not hesitate to contact me.

Report prepared by Neil Warwick BSc MRICS

Kinney Green

n.warwick@kinneygreen.com

APPENDIX C – Internal cycle storage

The scheme involves the creation of four flats. The LPA have requested secure cycle storage. The nature of the premises, particularly the large lift suggest the best cycle storage would be inside each flat. To the end we propose wall mounted indoor hooks located as shown on the plans. The products are shown below;




COMMENT

This solution is increasingly commonplace providing security and convenience. Increasingly these features are used as part of the interior design of flats as shown below and overleaf;





APPENDIX C – January 2020 Marketing details and Kinney Green Report July 2021




31-33 HIGH HOLBORN
LONDON WC1

2,690 to 5,380sqft
HIGH QUALITY OFFICE SPACE TO LET






31-33 HIGH HOLBORN
LONDON WC1



LOCATION
This prominent building on the north side of High Holborn is immediately opposite its junction with Chancery Lane, making it right in the heart of Holborn. Chancery Lane (Central Line) Underground Station is close by.



DESCRIPTION
The building is undergoing a comprehensive refurbishment to provide 2 floors of high quality offices accessed via a self contained entrance.

The floor areas are as follows:-

Floor	Area (sqft)	Area (sq m)
2nd Floor	2,690 sqft	250 sq m
1st Floor	2,690 sqft	250 sq m
Total (approx)	5,380 sqft	500 sq m

TYPICAL FLOOR PLAN

TERMS
Lease: New FRI lease direct from the Landlord
Rent: upon application

VIEWINGS Strictly by appointment with the joint sole letting agents.

AMENITIES

- Open plan floors
- New air conditioning
- New raised floors
- Modern ground floor entrance
- Passenger lift
- Roof terrace (not demised)

A DEVELOPMENT BY
WESTCOMBE GROUP
www.westcombegroup.com

COPPING JOYCE
Established 1994
Tel: 020 7749 1841
www.cjpc.co.uk
Jamie Levy T: 0207 749 1041
E: j.levy@cjp.co.uk

monmouthdean.com
020 7025 1390
Rhys Evans T: 020 7025 1393
E: re Evans@monmouthdean.com
Paul Dart T: 020 7025 1392
E: pdart@monmouthdean.com

Copping Joyce and Monmouth Dean LLP for themselves and for the lessors or vendors of the property whose agents they are, give notice that (1) These particulars are not used as a general guide only for the guidance of interested purchasers or lessees and do not constitute part of any offer of contract. (2) All descriptions, illustrations, references to condition and necessary permission for use and management and other details are given without responsibility and any existing guarantees or warranties should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of such of them (3) No person in the employment of Copping Joyce or Monmouth Dean LLP has any authority to make or give any representation or warranty in relation to the property (4) Unless otherwise stated all terms and prices quoted are exclusive of VAT, which may be payable in addition. Subject to contract. Designed by G2 (www.g2group.co.uk) 08/01 April 2010.



Report on 31-33 High Holborn, London, WC1V 6AX

On behalf of
Westcombe Group

29th July 2021



31-33 HIGH HOLBORN WC1

Introduction

I have been requested to provide a report on the viability of 31-33 High Holborn being used for office purposes (User Class E (g)(i)), as part of a proposed pre-application for a change of use of the building to residential use (C3(a)).

Qualifications of Neil Warwick BSC MRICS

I am a partner of Kinney Green chartered surveyors. I qualified as a Chartered Surveyor in 1992 and have spent the majority of my professional life specialising in commercial property in the Midtown area of central London. I have significant experience in office lettings, in particular advising landlords on the specifications of works and equipment to be included in office accommodation to make them as attractive as possible to prospective tenants in the letting and sales market. I work closely with the Midtown Business Improvement District and I am an active member of the property group within that.

Location

The property, 31-33 High Holborn, is situated immediately opposite the junction of Chancery Lane. Located in the heart of Midtown the nearest underground stations are Chancery Lane (Central Line), only 1 minute walk away, Farringdon and Blackfriars which provide excellent transportation links with Thameslink and District and Circle Line Underground Station. There are also a number of bus routes within the vicinity.

29th JULY 2021

Description

The 2nd floor at 31-33 High Holborn currently presents as an office (Class E (g)(i)). The floor has a previous tenant's fit out which has been lightly refurbished to attract interested parties. There are 3 meeting rooms, a kitchenette, comms room and open plan area with approximately 36 desks. The floor has the following approximate net internal floor area:-

Floor	Sq ft	(m ²)
2 nd	2,683	(249.26)
Total	2,683	(249.26)

Key Facts

- The building's façade presents with period features. The common parts are in need of modernisation and redecoration.
- The property is located in a prime position and its exterior is very attractive. Unfortunately, the common parts are not conducive to a modern office.
- The 2nd floor itself presents well with 3 meeting rooms in situ, a kitchenette and it is fitted with furniture throughout.
- Due to the amount of competition within the area, newly refurbished, newly developed and fully fitted to CAT A + are the only office units achieving lettings.
- We have been marketing the 2nd floor at 31-33 High Holborn since October 2019. It should be noted that COVID-19 has created disruption throughout the property market. Prior to COVID-19, Brexit has also caused an issue to the amount of occupiers committing to an office. Many Tenants are searching for flexibility within leases as well as convenience.
- The common parts would benefit from a passenger lift. Whilst there is a DDA compliant lift in situ this is mainly for wheelchair users. Whilst marketing we have received negative feedback on the specification and speed of the lift as otherwise it is a 2nd floor walk-up. A new lift would be difficult to install and costly.
- There is a shower and some lockers located on the 2nd floor. Many occupiers are also seeking for bike racks to accompany this amenity.
- The 2nd floor has good natural light to front rear and part side elevations.
- The Energy Efficiency of the building has recently been assessed at E-107 which is close to being unlettable. Tenants are increasingly becoming more conscious about the

sustainability of their premises and will ask a Landlord whether they have any plans to undertake works to improve the Energy Efficiency. Many occupiers will take this into consideration when choosing their next office.

Marketing since October 2019

The 2nd floor was placed on the market to let as a fully fitted, plug and play office in October 2019.

The marketing initiatives put in place included the following:-

- Letting board at the front of the building
- Marketing particulars including colour photography internal and external.
- YouTube video highlighting the fit out of the floor.
- Mailing – to local occupiers including all Barristers Chambers.
- Email campaign – to the Office Agents Society on a regular basis.
- Website listings – property details listed on the Kinney Green website, Co-Star and other commercial property sites.

Possible interest in the property since October 2019

Despite the floor being marketed for 1 year and 9 months, there has been little or no interest from potential office tenants to take a lease of the floor.

We have been quoting £55.00 per sq ft per annum exclusive. The previous transaction within the building achieved £52.50 per sq ft which was our guide for the 2nd floor. Due to the current market we have made it clear that the rent is negotiable.

Comparable Properties on the Market

The market has been unpredictable since October 2019, and there are currently 129 available properties of 2,000 – 3,000 sq ft within Midtown alone.

Here is a list of some of the properties which we believe to be the most comparable to the 2nd floor at 31-33 High Holborn that are currently on the market with an indication of how long they have been available to let:-

- 35 High Holborn, whole building with floors from 1,237 – 3,542 sq ft. Fully fitted and newly refurbished by the Landlord for a term until October 2024. Quoting from £49.50 per sq ft. Available since 9th March 2021.
- Harmsworth House, 13-15 Bouverie Street, 6th floor measuring 2,345 sq ft. Available directly from the Landlord for a term until October 2025. Fully fitted floor with furniture. Quoting £45 per sq ft inclusive of service charge. Available since 11th October 2019.
- 167 Fleet Street, 5th floor – 2,800 and 3rd floor – 2,800 sq ft, newly refurbished open plan floors. New lease directly from the Landlord. Quoting £55.00 per sq ft however it is openly marketed as being able to agree highly competitive terms. Available since 8th January 2019.
- 24 High Holborn, 6th floor – 2,400 sq ft, 5th floor – 2,637 sq ft. A new lease directly from the Landlord. Quoting £65.00 per sq ft. They are able to provide a new flexible fully fitted office. It should be noted that the building has undergone a refurbishment. Available since February 2019.
- 210 High Holborn, 5th floor - 2,400 sq ft. Available by way of an assignment or sublease for a term expiring in May 2024. Quoting £47.50 per sq ft. Currently presents as plug and play space from the previous tenants fit out. Actively marketing that they will agree competitive terms. Available since January 2021.

The majority of properties available in the market are offering fitted out, plug and play space. Some properties mentioned have been newly refurbished with manned receptions however these are still comparable given their location. Whilst considering the above many refurbishments can include a new reception area, new comfort cooling or air conditioning, modern cabling, bike racks, showers and lockers which will all be a priority to a relocating tenant. To attract all occupiers, many Landlords are now providing their own fully fitted floors on top of building refurbishments to try and compete with serviced offices to warrant that they are able to get a tenant in occupation as swiftly as possible and eliminating the Licence to Alter.

There are many more examples of what is available in the market however there is also an abundance of residential in the vicinity which are proven to be sought after.

Conclusion

Kinney Green has been marketing this building since October 2019 and we have received hardly any interest. If we are able to provide a refurbishment to the common parts, we hope this will aid first impressions to an incoming tenant making it beneficial to marketing. Unfortunately, this is costly and may not be possible to provide the type of accommodation that the market demands.

The current property market is unpredictable due to the global pandemic, which we cannot ignore. Whilst some people are starting to return back to the office I cannot see serious interest in this type of office accommodation for the foreseeable future.

Due to the amount of residential in the immediate area, there will always be demand for flats and the loss of office accommodation at 31-33 High Holborn would not be detrimental businesses in the vicinity.

Caveat

This report is exclusively for the addressee in relation to their planning proposals at 31-33 High Holborn and is not to be used for any other purpose. At the time of writing the country has just lifted national restrictions due to the COVID-19 pandemic.

If you require any further information or would like to discuss any of the points raised above, please do not hesitate to contact me.

Report prepared by Neil Warwick BSc MRICS

Kinney Green

n.warwick@kinneygreen.com

APPENDIX D – Draft S106 Agreement regarding affordable housing

Draft: 11/10/2021

DATED

2022

(1) BRITISH TELECOMMUNICATIONS PLC

and

(2) VRAJ PANKHANIA and JOSHNA PANKHANIA

and

(3) COUTTS & COMPANY

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

and

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

**2nd FLOOR 31-33
HIGH HOLBORN
LONDON**

WC1V 6AX

**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

G:\case files\culture & env\planning\JO\s106 Agreements\2nd floor 31-33 High Holborn (AH,CF)
CLS/COM/JO/ 1800.2113
s106 v1 draft

THIS AGREEMENT is made the day of 2022

B E T W E E N:

- A. **BRITISH TELECOMMUNICATIONS PLC** (Co. Regn. No.1800000) whose registered address is 1 Braham Street London E1 8EE (hereinafter called "the Freeholder") of the first part

- B. **VRAJ PANKHANIA AND JOSHNA PANKHANIA** of Unit 7, Churchill Court, 58 Station Road, North Harrow, Harrow HA2 7SA (hereinafter called "the Leaseholder") of the second part

- C. **COUTTS & COMPANY** of (Co.Regn.No.36695) of 440 Strand, London WC2R 0QS (hereinafter called the "Mortgagee") of the third part

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

1. **WHEREAS**

1.1 The Freeholder is registered at the Land Registry as the freehold owner with Title absolute of the Property under Title Number LN170205

1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.3 The Leaseholder is registered at the Land Registry as the leasehold owner with Title absolute of the Property under Title Number NGL898717 subject to a charge registered in favour of the Mortgagee.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 14th June 2021 under reference 2021/1896/P.
- 1.5 An appeal under section 78 of the Act in respect of the non- determination of the Planning Application was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/W/21/3286282
- 1.6 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.
- 1.7 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as “the Owner
- 1.9 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.10 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL898717 dated 28th March 2019 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 who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £93,000(ninety three thousand 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	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"the Development"	proposed conversion of 2nd floor from offices (Class E) to form five self-contained flats (Class C3) as shown on drawing numbers: site location plan; FLU.1427.02; FLU.1427.03; FLU.1427.04; FLU.1427.05;

		FLU.1427.06; FLU.1427.07; FLU.1427.08; FLU.1427.09; FLU.1427.10; FLU.1427.11; FLU.1427.12; FLU.1427.13; FLU.1427.14; FLU.1427.15; FLU.1427.16; FLU.1427.17 Rev A; FLU.1427.18; FLU.1427.19; FLU.1427.20; FLU.1427.21; FLU.1427.22; FLU.1427.23; FLU.1427.24; FLU.1427.25; Planning, Design, Heritage and Access Statement for Westcombe Homes by Brian Meadge Ltd; Report by Kinney Green dated 29/07/2021
2.6	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	mean the Council the Owner and the Mortgagee
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 14 th

		June 2021 for which for which an appeal had been lodged by the Owner for non-determination.
2.10	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.11	"the Planning Permission"	any planning permission granted for the Development by the Secretary of State under reference APP/X5210/W/21/3284957 pursuant to the appeal against the non-determination of the Planning Application.
2.12	"the Property"	the land known as 2nd Floor 31-33 High Holborn London, WC1V 6AX the same as shown shaded grey on the plan annexed hereto
2.13	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.14	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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, and 7 thereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

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

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

4.2 **CAR FREE**

4.2.1 To ensure that prior to occupying any 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.

4.2.2 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units 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 4.2.1 and 4.2.2 of this Agreement.

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

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

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2021/1896/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 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 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 2021/1896/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 2021/1896/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 AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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 2021/1896/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 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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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

8 **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
BRITISH TELECOMMUNICATIONS PLC)
acting by a Director and its Secretary)
or by two Directors)

.....

Director

.....

Director/Secretary

EXECUTED AS A DEED BY)
COUTTS & COMPANY)
by)
in the presence of:-)

.....

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

.....

Authorised Signatory

