

DATED

21 May

2020

(1) WARMHAZE LIMITED

and

(2) EFG PRIVATE BANK LIMITED

and

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

A G R E E M E N T

relating to land known as

10A (formerly 10) -12 BELMONT STREET LONDON NW1 8HH

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;

Section 1(1) of the Localism Act 2011; and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/LN/1800.176
FINAL



THIS AGREEMENT is made the 21st day of May. 2020

BETWEEN:

- i. **WARMHAZE LIMITED** (Co. Regn. No. 03872313) whose registered office is at 46 Great Marlborough Street London W1F 7JW (hereinafter called "the Owner") of the first part
- ii. **EFG PRIVATE BANK LIMITED** (Co. Regn. No. 2321802) of Leconfield House, Curzon Street, London W1J 5JB (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 293159 and NGL817679 both subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 24 November 2016 and the Council resolved to grant permission conditionally under reference number 2016/5096/P subject to 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number 293159 and NGL817679 and both dated 26 February 2014 (hereinafter called "the Legal Charge") 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 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.3 "the Development" erection of 2 x 4 storey replacement dwellinghouses following part demolition of the existing 3 storey houses with existing side and internal structural walls being retained (retrospective) as shown on drawing numbers: Site Location Plan; 160910-A(SO)100; 160910-A(SO)110; 160910-A(SO)120; 160910-A(SO)130; 160910-A(GA)130 Rev B; 160910-A(GA)110 Rev B; 160910-A(GA)120 Rev B; 160910-A(GA)100 Rev B; 160910-A(GA)300 Rev B; 160910-A(GA)090 Rev B; 160910-A(GA)403 Rev A; 160910-A(GA)401; 160910-A(GA)400 Rev A; 160910-A(GA)301; 160910-

A(GA)140; 160910-A(GA)130 Rev A; Planning Compliance Report dated 16th January 2019; Plant Noise Assessment R8240-1 Rev 1;

2.4 "the Highways Contribution"

the sum of £4,429.03 (four thousand four hundred and twenty nine pounds and three pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) damage to the highway in the vicinity of the Development; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all such works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.5 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.6 "the Parties"

mean the Council the Owner and the Mortgagee

2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 24 November 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5096/P subject to conclusion of this Agreement
2.8	"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
2.9	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.10	"the Property"	the land known as 10a (formerly 10) -12 Belmont Street London NW1 8HH the same as shown edged red on the plan annexed hereto
2.11	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.12	"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
2.13	"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 the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner on the date hereof.
- 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.

- 3.9 Where any consent approval acknowledgement or expression of satisfaction is required from any of the Parties pursuant to the provisions of this Agreement it will not be unreasonably withheld or delayed.

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 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.

- 4.1.2 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).

- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

- 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 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 4.1.1 and 4.1.2 of this Agreement.

4.2 HIGHWAYS CONTRIBUTION

- 4.2.1 On or prior to the date hereof to pay to the Council the Highways Contribution in full.
- 4.2.2 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.3 On completion of the Highway Works the Council will on request in writing from the Owner provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.5 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 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.
- 5.2 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses

or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.3 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.4 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 2016/5096/P.
- 5.7 Payment of the Highways 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). 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 2016/5096/P. Electronic Transfer is to be made directly to the National Westminster Bank quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date

of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/5096/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the

Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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

Application ref: 2016/5096/P
Contact:
Tel: 020 7974
Date: 23 April 2020

Contemporary Design Solutions
46 Great Marlborough Street
London
W1F 7JW



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

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

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:
10-12 Belmont Street
London
NW1 8HH

PROPOSAL

Erection of 2 x 4 storey replacement dwellinghouses following part demolition of the existing 3 storey houses with existing side and internal structural walls being retained (retrospective)
Drawing Nos: Site Location Plan; 160910-A(SO)100; 160910-A(SO)110; 160910-A(SO)120; 160910-A(SO)130; 160910-A(GA)130 Rev B; 160910-A(GA)110 Rev B; 160910-A(GA)120 Rev B; 160910-A(GA)100 Rev B; 160910-A(GA)300 Rev B; 160910-A(GA)090 Rev B; 160910-A(GA)403 Rev A; 160910-A(GA)401; 160910-A(GA)400 Rev A; 160910-A(GA)301; 160910-A(GA)140; 160910-A(GA)130 Rev A; Planning Compliance Report dated 16th January 2019; Plant Noise Assessment R8240-1 Rev 1;

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the London Borough of Camden Local Plan 2017.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Site Location Plan; 160910-A(SO)100; 160910-A(SO)110; 160910-A(SO)120; 160910-A(SO)130; 160910-A(GA)130 Rev B; 160910-A(GA)110 Rev B; 160910-A(GA)120 Rev B; 160910-A(GA)100 Rev B; 160910-A(GA)300 Rev B; 160910-A(GA)090 Rev B; 160910-A(GA)403 Rev A; 160910-A(GA)401; 160910-A(GA)400 Rev A; 160910-A(GA)301; 160910-A(GA)140; 160910-A(GA)130 Rev A; Planning Compliance Report dated 16th January 2019; Plant Noise Assessment R8240-1 Rev 1;

Reason:

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

- 3 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 4 Before the dwellings are occupied, the air-conditioning plant shall be provided with acoustic isolation and anti-vibration measures in accordance with the details included within the Plant Noise Assessment R8240-1 hereby approved. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy G1, A1, A4, D1 and CC1 of the London Borough of Camden Local Plan 2017.

- 5 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) and Part 2 (Classes A-C) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies G1, D1 and A1 of London Borough of Camden Local Plan 2017.

Informative(s):

1 Reason for granting planning permission

This application seeks retrospective planning permission for 2x 3 storey (with basement and roof extension) replacement dwellinghouses following part demolition of the existing 2x 2 storey dwellinghouses with the existing side structural walls being retained. This application has been built out and completed in line with the drawings submitted, but whilst it was submitted in 2016, it never received planning permission. There were previous planning applications 2014/3924/P and 2013/6903/P and the basement and some of the works were carried out under these permissions. The principal of the development was accepted under the 2014 reference number and this application seeks approval for changes in the design to that which were previously approved. This application also seeks approval for the revised design and only includes properties 10 and 12 Belmont Street (No. 14 has been removed from the application and no works have been implemented at this property).

The properties are situated on Belmont Street, just off Chalk Farm Road. The properties are not in a conservation area, but they are included within the Local List. They are next door to a large 5 storey piano factory which has undergone substantial redevelopment to provide residential units over the last couple of years.

Policy D1 seeks to secure high quality design in all development. The proposed design of the replacement dwellings, when considering the 2014 application, are in keeping with the character and appearance of the wider area. The context of Belmont Street is varied and the application relates to two buildings within a terrace of 3. The existing building was a typical Victorian terrace with a ground floor bay window. This application seeks to replace the front elevation with a redesign which sees a square bay being continued up the ground, first and second floor levels. The windows are sash windows in a green colour which match the colour of the neighbouring piano factory. A modern squared roof extension has been built. As the roof extension is set back behind the existing parapet and light weight in design, this is considered to be acceptable. Due to the context of Belmont Street, this design changes to the front elevation are considered acceptable.

To the rear elevations of the buildings some changes have been incorporated to allow more light into the floorplan. A ground floor side extension has been built to infill the space between the pre-existing projecting wing and the neighbouring property to Number 10. The extension enclosed a gap between the projecting wings and therefore no additional depth has been created. However, this depth has been extended to the roof level. To number 12 the rear building line has been increased in depth by approx. 1m. At basement level there is a patio lightwell and at ground floors, double doors open out onto a terrace/balcony. At first floor level there is a Juliet balcony with sash windows at second floor level. To the rear of the

roof extension, the design is set in and double doors open up onto a small terrace. Due to the bulk being previously agreed under the 2014 application, the design of the rear elevation is considered acceptable as whilst it is only visible from private vantage points, the design is modern and is not considered to harm the wider area. A condition will remove the permitted development rights for the replacement dwellings as the Council wishes to retain control over future extensions to the properties in the interest of design and neighbour amenity.

- 2 The proposed replacement dwelling would provide a good standard of living for future occupiers in terms of size, layout, orientation and outlook; amenity and storage space etc. Policy H6 of the Local Plan requires 90% of new-build self-contained homes to be accessible and adaptable in accordance with Building Regulation M4(2) and the Design & Access Statement notes that the proposals fully comply with M4(2). However, as the principal of the development was accepted in 2014 and the building was completed in 2017, the proposal was in line with part L of the 2013 Building Regulations. Information was submitted in relation to condition 13 of the 2014 permission which shows that the development achieved a 20% CO2 reduction beyond part L 2013 Building Regulations. The information submitted shows that there was a 76.7% reduction.

It is not considered that the proposed replacement dwellings would have a harmful impact on neighbouring properties. The ground floor extension and roof extensions have been well considered and do not dominate nor harm the neighbouring property of number 14 Belmont Street nor the neighbouring piano factory. An acoustic report has been submitted in support of the proposed plant for the two dwellings. The plant is to be located within the basement lightwells of the two properties. Due to space constraints and the retrospective nature of this application, bespoke acoustic enclosures have been proposed within the Technical report (R8240 - Rev 1) to ensure that the plant is in line with Camden's noise requirements. The design and amenity implications of the acoustic enclosure, as located at basement level are considered acceptable.

The application seeks approval for a basement level with front lightwell. This was included within the 2014 application and the permission is understood to have been lawfully implemented in line with the constraints included within that application. Therefore, this element of the build is considered acceptable.

Policy CC1 requires development to minimise the effects of climate change and encourages all developments to meet the highest feasible environmental standards that are financially viable during construction and occupation; and Policy CC2 requires development to be resilient to climate change. An Energy and Sustainability Statement has been provided with the application and whilst it doesn't meet all of our current requirements in terms of Thermal Mass not meeting Camden Planning Guidance best practice and no on site renewable energy, it is considered that the build met the requirements set for the 2014 application and in this instance is considered acceptable.

Policy T1 promotes sustainable transport by prioritising walking, cycling and public transport in the borough. The London Plan requires the provision of 2x cycle parking spaces for a single family dwelling. These are provided internally within the ground floor area and are considered acceptable. Policy T2 seeks to limit the availability of car parking in the borough and requires all new development to be

car-free. The legal agreement will secure the new dwelling as car-free. The legal agreement will also secure the Highways Contribution, in line with Policy A1.

No objections have been raised in relation to the works. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

As the majority of the works have been carried out in line with the substantive permission from 2014, the proposed design changes are considered acceptable in this instance. The proposed development is in general accordance with Policies G1, H1, H6, H7, A1, A3, A4, D1, CC1, CC2, CC3, CC5, T1, T2 and T4 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the Intend to Publish 2019 London Plan; and the provisions of the National Planning Policy Framework 2019.

- 3 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 4 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).
- 5 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.
- 6 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 7 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.

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



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
WARMHAZE LIMITED
acting by a Director**

.....
in the presence of:-

.....
Witness signature

Witness Name:

Address:

Occupation:

**EXECUTED as a Deed
By EFG PRIVATE BANK LIMITED
By
in the presence of:-**

.....
J. Michaud
SENIOR DIRECTOR

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

.....
Authorised Signatory



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