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Date: **06/09/2022**  
Your ref: **APP/X5210/W/22/3299220**  
Our ref: **2021/4358/P and 2021/5222/L**  
Contact: Obote Hope  
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**Planning Solutions Team**  
**Regeneration and planning**  
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The Planning Inspectorate  
3/B Eagle Wing  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Dear Hazel Stanmore-Richards,

**Appeal by** Mrs Daisy Jazz Isobel Ridley.  
**Site: 125 Albert Street, London, NW1 7NB.**

**Appeal against refusal of planning permission dated 15th March 2022 for:**

**Proposal:** Erection of mansard roof extension with terrace to the rear, erection of a full width rear extension following the demolition of the existing ground floor outrigger extension and two outbuildings, together with the change of use of the property to a single family dwellinghouse.

Permission was refused substantively on 2 grounds.

1. the loss of the original roof form and fabric would detract from the overall integrity of the building's special architectural and historic interest and also cause harm to the character and appearance of the Camden Town Conservation Area, and;
2. in the absence of a legal agreement securing a contribution to affordable housing, would fail to meet the needs of households unable to access market housing, contrary to Policies H4 (Maximising the supply of affordable Housing) and DM1 (Delivery and monitoring) of the London Borough of Camden Local Plan 2017.

## **1.0 Summary**

### **Site and designations**

1.1 125 Albert Street forms part of a grade II listed terraced row of 9 houses, Nos. 123-139, originally all of 3-storeys without basement built c1845. It is located on the southwest side of Albert Street which forms part of the Camden Town Conservation Area. The terrace's significance is derived from its historic and architectural interests as a well-preserved example of mid-19th century London housing. Many of the original features survive, including the butterfly roof structures at Nos. 123 and 125 and the outrigger appears to have been rebuilt in C20. However, it follows closely the footprint of the original outrigger shown in the early Ordnance Survey (OS) maps.

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1.2 The rear elevation was rebuilt from the upper first floor level, with most windows being replaced with C20 windows of various designs. The sash window at first floor landing appears to be the only original window, it is therefore of high contribution to the listed building's significance. There have been substantial changes within the setting with the creation of the Jewish Museum, which involved amalgamation of Nos. 129-131, as well as various extensions to the rear of the terraced row.

1.3 Planning Permission was refused on 10 November 2021 for the following reasons in full as listed below:

- 1. The proposed roof extension would disturb and destroy historic fabric, harm the plan form of the building, and would disrupt and falsify the historic evolution of the building, causing harm to the special historic significance of the building. The proposal would detract from the overall integrity of the building's special architectural and historic interest and also cause harm to the character and appearance of the Camden Town Conservation Area contrary to policies D1 (Design) and D2 (Heritage).**
- 2. The proposed development, in the absence of a legal agreement securing a contribution to affordable housing, would fail to meet the needs of households unable to access market housing, contrary to Policies H4 (Maximising the supply of affordable Housing) and DM1 (Delivery and monitoring) of the London Borough of Camden Local Plan 2017.**

1.5 The Council's case is set out in detail in the attached Officer's Delegated Report and it will be relied on as the principal Statement of Case. The report details the application site and surroundings, the site history and an assessment of the proposal. A copy of the report was sent with the questionnaire. In addition to the information sent with the questionnaire, I would be pleased if the Inspector could also take into account the following information and comments before deciding the appeal.

## **2.0 Status of Policies and Guidance**

2.1 *The London Borough of Camden Local Plan 2017 (the Local Plan) was formally adopted on the 3 July 2017 as the basis for planning decisions and future development in the borough. The relevant Local Plan policies as they relate to the reason for refusal are:*

*D1 – Design  
D2 – Heritage*

2.2 The Camden Square Conservation Area Appraisal and Management Strategy was adopted in March 2011 and Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

2.3 The Council also refers to supporting guidance documents. The Camden Planning Guidance (CPG) was adopted following the adoption of the Camden Local Plan in 2017.

2.4 National Planning Policy Framework 2021 (paragraphs 122, 126, 129, 130, 189, 190, 194, 195 and 196)

2.5 With reference to the National Planning Policy Framework 2021, there are no material differences between the Council's policies and the NPPF in relation to this appeal.

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### **3. Comments on grounds of appeal**

The appellants statement is set out in 64 points. The content of these are summarised and addressed under relevant headings.

#### **3.0 Design and conservation**

3.1 Council's response: The council agrees with the appellant's characterisation of the roof profile as stated in paragraph 1.8 of the Heritage Statement confirmed that "the original roof is one of the last of its type in the terraced row and contributes to the building's special interest. The site is within the Camden Square Conservation Area, the special character and appearance of which the Council has a statutory obligation to preserve or enhance.

3.3 The appellant stated that "the extension will, contrary to the Council's determination, not result in harm to the significance of the listed building and will instead allow for the roof of the building, which is currently in a poor state of repair to be improved and upgraded. The extension is considered to be appropriately designed and will suitably preserve the character and appearance of the conservation area". However, as stated above in paragraph 3.1 above this totally contradicts the statement that is now made by the appellant, it is clear that the Heritage Statement confirmed that the proposed mansard roof extension would be harmful.

3.4 It should be noted that para. 196 of the NPPF states that: where a development proposal will lead to less than substantial harm to the significance of a designated heritage asset, this harm should be weighed against the public benefits of the proposal including, where appropriate, securing its optimum viable use and the effect of these sections of the Listed Buildings Act is that there is a statutory presumption in favour of the preservation of the character and appearance of Conservation Areas and the preservation of Listed Buildings and their settings. Considerable importance and weight should be attached to their preservation. A proposal which would cause harm should only be permitted where there are strong countervailing planning considerations which are sufficiently powerful to outweigh the presumption

3.5 Moreover, sections 16 and 72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 ("the Listed Buildings Act") are relevant. Section 16(2) provides that in considering whether to grant listed building consent for any works to a Listed Building special regard must be had to the desirability of preserving the building or its setting or any features of special architectural or historic interest which it possesses. Notwithstanding the above, Section 72(1) requires that special attention shall be paid to the desirability of preserving or enhancing the character or appearance of a Conservation Area when considering applications relating to land or buildings within that Area.

#### **4.0 Examples of Mansard roof extension**

4.1 The appellant made reference to applications for planning permission and listed building consent granted at no 139 Albert Street in 2007. The report states "the principle of mansard roof extensions and the consequent loss of original roof fabric caused by the extension has been long established in Albert Street" further stating that "there is an established pattern of roof extensions in the street and indeed in the immediate vicinity of the application building"

4.2 It is clear that the appellant believe that the 2007 planning and listed building decision should be used as precedent. However, the report goes on to say that "*the principle to allow a mansard roof extension specifically relates in this instance to the location of the building and established pattern of roof extensions on Albert Street along with the recent history of mansards close to the application site*".

4.3 The council contents that all applications are determined on a case by case basis and this was reaffirmed in the officers report for planning application permission (2007/3530/P) and listed

building consent (2007/3528/L). Moreover, the report specifically states that “*roof extension specifically relates in this instance to the location*”. The original application that was approved lacked a Heritage Statement and it is clear that Local and National Planning Policy places greater importance in preserving or enhancing heritage assets. The roof form is an important element of the building’s significance as well as substantial contributor to the significance and character of the conservation area and the principle of the Mansard roof extension is unacceptable. The original roof is one of the last of its type in the terraced row and is of high significance; it contains the historic fabric (according to the photographs sent by the applicant), and even if repairs are necessary due to the deterioration, this should be on like for like localised repairs/replacements basis”.

4.4 The appellant made reference planning approval for mansard extensions at numbers 72 (2020/1654/P & 2020/2323/L) and 90 (2019/5937/P & 2019/6209/L) Albert Street. In addition, similar extensions have been granted on the neighbouring Delancey Street, most recently at numbers 60 (2019/4670/P & 2019/5087/L) and 76 (2018/2936/P & 2018/3960/L). However, the appellant provide no context to why these planning permissions and listed buildings consents were granted, the assumption “*was that none of these applications did the Council raise concern that this would cause harm to the significance of the listed building, nor to the character and appearance of the conservation area*”.

4.5 As shown in image 1 below, it is clear that the roof profile is not comparable to the appeal site and the roof has already been altered.

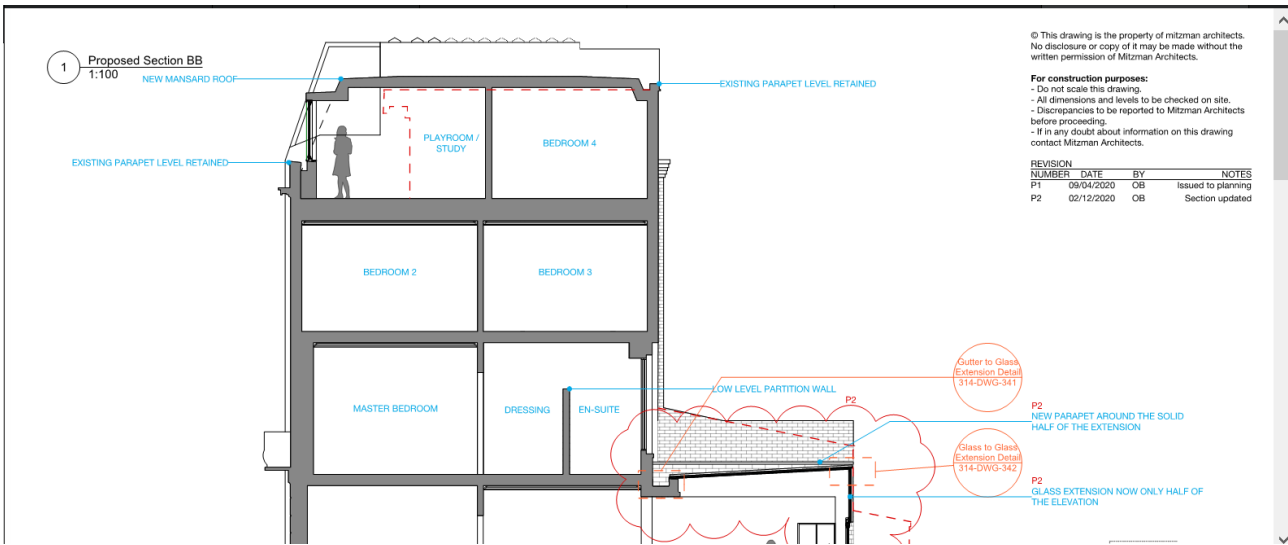


Image 1. Showing the existing and proposed section at 72 Albert Street.

4.6 The council contents that the appellant has misrepresented the works and the proposals that were granted permission/consents are not comparable with this appeal. No 90 Albert Street has been altered over time and the roof is not original. The original roof form no longer exists and what was previously in place is a fairly poor mansard roof. Thus, officers raised no objection to the proposed roof alterations. The appellant also made reference to other planning permissions and listed building consents that they consider as setting precedent on Delancey Street. However, again context do matter. It should be noted that No. 125 Albert Street was built as part of a run of 9 town houses c. 1845 (early Victorian) and comprises nos. 123-139, nos. 129-131 were amalgamated during the 20th Century and is now the Jewish Museum London. No. 131 originally incorporated a carriage arch giving access to a small mews stable and associated accommodation. Nos. 129-131 now has a slightly wider frontage and differently spaced windows

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and Delancey Street forms part of completely different terrace.

4.7 The Delancey Street permission ranges between 2000 - 2018 at no. 56, 68, 21, 46, 76B, 48 and 76. There is no assessment on the historic fabric of the building regarding no 60 Delancey Street, it is hard to ascertain if the roof itself is original and the application was assessed mainly for its townscape impact. Townscape isn't a consideration with listed buildings and the officers statement "The proposed mansard roof extension would help unite the appearance this listed terrace, it is considered that mansards are now part of the established character of Delancey Street" suggest that this was the case.

4.8 The appellant also made reference to no 76 Delancey Street 2018/2936/P & 2018/3960/L. However. The original butterfly roof has been replaced with a flat roof accessed via a cabin. The rear "V" has been bricked in externally, the harm caused by the addition of the mansard is thought to be outweighed by the benefit of removing the roof cabin and reinstating the rear Butterfly roof. If the roof were original, the alteration would not be acceptable.

4.9 In light of the above, while the harm would be less than substantial any harm to the significance of a designated heritage asset should be accorded considerable weight in balancing this against the public benefits of the proposal. The application supporting information has confused the manner in which harm is balanced. In stating "the fact that the proposals will result in an overall enhancement of the listed building and its contribution to the conservation area, [ergo] far outweigh this harm," it is not clear if this statement means that the replacement of the roof is in and of itself an enhancement (which the Council disputes) or whether the meaning is that the other works of enhancement to the property in reinstating its original use as a single dwelling can be used to offset the harm to the roof (which they cannot). The overall enhancement of the asset is not contingent on the replacement of the roof, and unless secured by very detailed conditions there is no way of ensuring that all of the enhancement would actually take place if permission for the harm were to be granted.

## 5. Affordable Housing

5.1 Policy H4 aims to maximise the supply of affordable housing. The Council expects a contribution to affordable housing from all developments that provide one or more additional homes and involve a total addition to residential floorspace of 100sqm Gross Internal Area (GIA) or more. The Council's report outlines that based on measurements taken from the submitted plans / submitted by the applicant a payment in lieu of £14,000 towards affordable housing has been calculated in accordance with the guidance in section 3 of the Council's Interim Housing CPG (March 2019).

5.2 The contribution is considered to be CIL compliant. It is necessary in planning terms as identified in the development plan to mitigate against the increased impact that will be generated by the development. The contribution has been calculated taking into account the particular characteristics of the development, it is directly related to the development and is fairly and reasonably related in scale and kind to the development.

5.3 A draft S106 Legal Agreement (appendix 1) is in circulation with the appellant and the Council is seeking for a final version to be issued in line with final comments.

## 5. Conclusion

5.1 Based on the information set out above and having taken account of all the additional evidence and arguments made, it is considered that the proposal remains unacceptable for reasons set out within the original decision notice. The information submitted by the appellant in support of the appeal does not overcome or address the Council's concerns.

5.2 The proposed roof extension would disturb and destroy historic fabric, harm the plan form of the building, and would disrupt and falsify the historic evolution of the building, causing harm to the special

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historic significance of the building. The proposal would detract from the overall integrity of the building's special architectural and historic interest and also cause harm to the character and appearance of the Camden Town Conservation Area contrary to policies D1 (Design) and D2 (Heritage).

**9. Suggested conditions should the appeal be allowed.**

- 1) The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2) The development hereby permitted shall be carried out and maintained in accordance with the following approved plans: 052/2-EX-1.00, 052/2-EX-1.01, 052/2-EX-1.02, 052/2-EX-2.00, 052/2-EX-2.01, 052/2-EX-2.02, 052/2-PL-0.00, 052/2-PL-1.00, 052/2-PL-1.01, 052/2-PL-1.02, 052/2-PL-2.00, 052/2-PL-2.01, 052/2-PL-2.02; 052/2-PL-3.00; 052/2-PL-3.01; 052/2-PL-3.02; Design and Access Statement commissioned by Mors + Harte Architects dated August 2021, Planning Statement prepared by Savills Planning and Heritage Statement prepared by Historical Consultants HCUK Group..

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 3) All new work and work of making good shall be carried out to match the existing adjacent work as closely as possible in materials and detailed execution. Any repointing /replacement brickwork shall be completed using Lime mortar.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

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

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

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

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

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If any further clarification of the appeal submission is required, please do not hesitate to contact Obote Hope on the above direct dial number or email address.

Yours sincerely

Obote Hope  
Planning officer

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**Draft: 15 September 2022**

**DATED**

**2022**

**(1) DAISY JAZZ ISOBEL RIDLEY**

**and**

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

**A G R E E M E N T**  
**relating to land known as**  
**125 ALBERT STREET**  
**LONDON**  
**NW1 7NB**

**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





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

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"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
2.4	"Affordable Housing Contribution"	the sum of £14,000 (fourteen 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
2.5	"the Development"	erection of mansard roof extension with terrace to the rear, erection of a full width rear extension following the demolition of the existing ground floor outrigger extension and two outbuildings, together with the change of use of the property to a single family dwellinghouse. as shown on drawing numbers:- 052/2-EX-1.00, 052/2-EX-1.01, 052/2-EX-1.02, 052/2-EX-2.00, 052/2-EX-2.01, 052/2-EX-2.02, 052/2-PL-0.00, 052/2-PL-1.00, 052/2-PL-1.01, 052/2-PL-1.02, 052/2-PL-2.00, 052/2-PL-2.01, 052/2-PL-2.02; 052/2-PL-3.00; 052/2-PL-3.01; 052/2-PL-3.02; Design and Access Statement commissioned by Mors + Harte Architects dated August 2021, Planning Statement prepared by Savills Planning and Heritage Statement prepared by Historical Consultants HCUK Group
2.6	"the Implementation"	the date of implementation of the Development by the

	Date"	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 and the Owner
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 8 <sup>th</sup> September 2021 for which a resolution to refuse permission under reference number 2021/4358/P was passed
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"	a planning permission granted for the Development by the Secretary of State under reference APP/X5210/W/22/3299220 pursuant to the appeal against the refusal of the Planning Application
2.12	"the Property"	the land known as 125 Albert Street London NW1 7NB the same as shown shaded grey on the plan annexed hereto

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **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.

#### 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 2021/4358/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 2021/4358/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 2021/4358/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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

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

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2021/4358/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

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

7. **RIGHTS OF THIRD PARTIES**

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

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



**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 125 ALBERT STREET  
2021/4358/P**

**EXECUTED AS A DEED BY  
DAISY JAZZ ISOBEL RIDLEY  
in the presence of:**

)  
)  
).....  
**DAISY JAZZ ISOBEL RIDLEY**

.....  
**Witness Signature**

**Witness Name:**

**Address:**

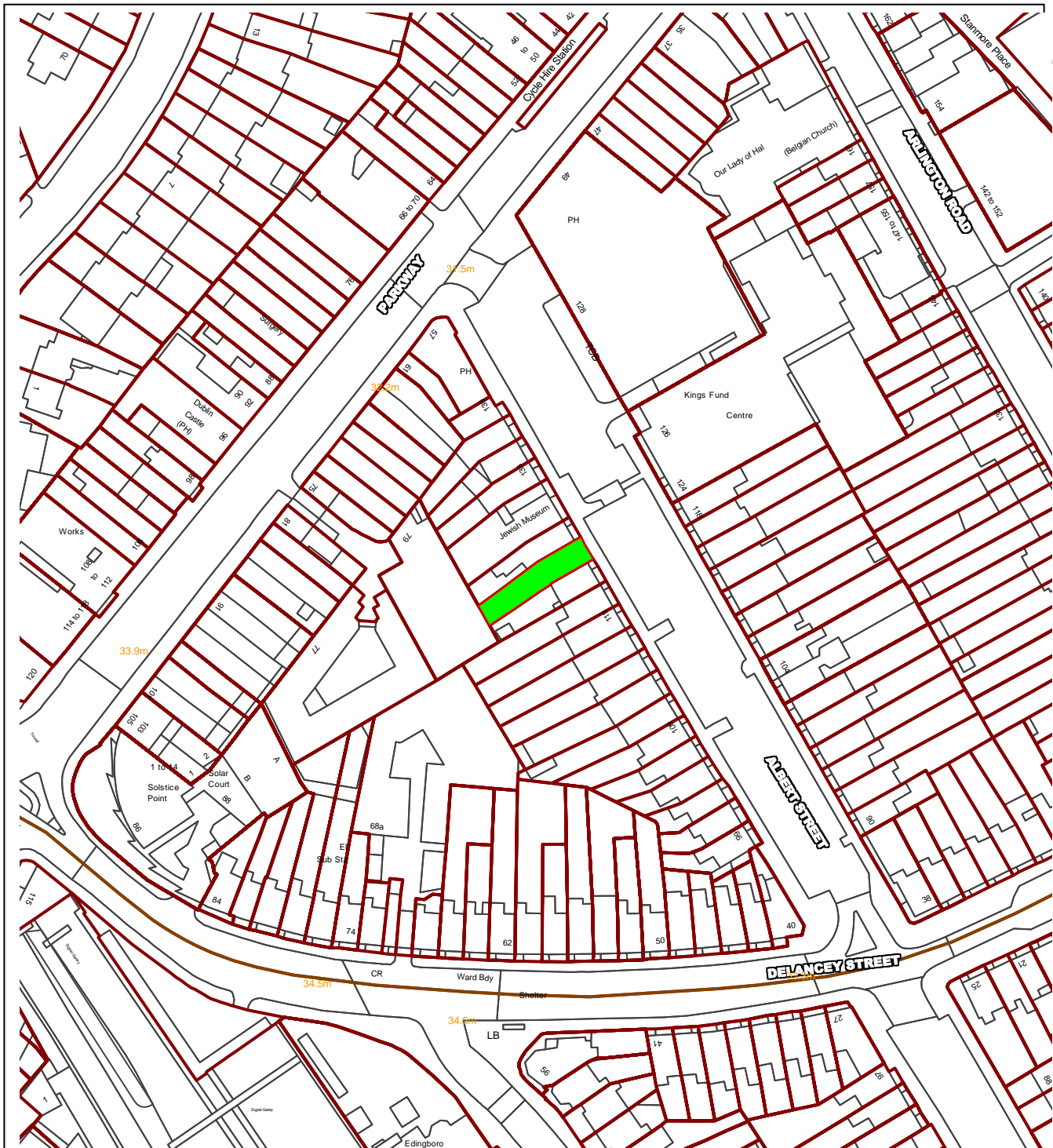
**Occupation:**

**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 125 ALBERT STREET  
2021/4358/P**

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

.....  
**Authorised Signatory**

# 125 Albert Street London



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