

DATED 21st December 2022

(1) UPLIFT PROPERTY 2 LLP

and

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

AGREEMENT
relating to land known as
3 Rosemont Road
London
NW3 6NG
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

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CLS/COM/JO/1800.2295
FINAL

THIS AGREEMENT is made the 21st day of December 2022

B E T W E E N:

- A. **UPLIFT PROPERTY 2 LLP** (LLP Regn. No. OC435977) of 64 New Cavendish Street, London W1G 8TB (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN58834
- 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 4th April 2022 and the Council resolved to grant permission conditionally under reference number 2022/1442/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"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 £48,200 (forty eight thousand two hundred 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"	change of use of existing Class E floorspace to form 3 residential flats. Installation of screening to existing rear external terrace area. Creation of level access from street. Provisions for internal storage for cycle and refuse / recycling. as shown on drawing numbers:- 0876-1000, 0876-1010, 0876-1011, 0876-1030, 0876-1040, 0876-1200, 0876-1210, 0876-1211, 0876-1300, 0876-1400, Design & Access Statement, Marketing Report, Planning Statement
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 and the Owner
2.9	"the Planning"	a planning application in respect of the development of the

	Application"	Property submitted to the Council and validated on 4 th April 2022 for which a resolution to grant permission has been passed conditionally under reference number 2022/1442/P subject to conclusion of this Agreement
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 substantially in the draft form annexed hereto
2.12	"the Property"	the land known as Rosemont Road London NW3 6NG 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

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, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying any 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 AFFORDABLE HOUSING CONTRIBUTION

- 4.2.1 On or prior to Implementation to pay the Council the Affordable Housing Contribution in full.
- 4.2.2 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 2022/1442/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 2022/1442/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 2022/1442/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

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

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2022/1442/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. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

**CONTINUATION OF S106 AGREEMENT RELATING TO 3 ROSEMONT ROAD
LONDON**

Executed as a deed by UPLIFT PROPERTY 2 LLP acting
by
[] a member, in the presence of:

.....
SIGNATURE OF MEMBER
PRINT NAME:

.....
SIGNATURE OF WITNESS

NAME:
ADDRESS:
OCCUPATION:

**CONTINUATION OF S106 AGREEMENT RELATING TO 3 ROSEMONT ROAD
LONDON**

Executed as a deed by UPLIFT PROPERTY 2 LLP acting
by Hutchings Walk Ltd a member, in the presence

.....
SIGNATURE OF MEMBER

PRINT NAME: Timothy Jackson

of:
SIGNATURE OF WITNESS

NAME: Katie Gethins

ADDRESS: 2 Howes Close, London N3 3NX

OCCUPATION: Chartered Accountant

**CONTINUATION OF S106 AGREEMENT RELATING TO 3 ROSEMONT ROAD
LONDON**

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



.....
Authorised Signatory



Ros Alexander
Principal Lawyer

3 ROSEMONT ROAD LONDON





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

Application ref: 2022/1442/P
Contact:
Tel: 020 7974
Date: 28 October 2022

Savills
33 Margaret Street
London
W1G 0JD

Dear Sir/Madam

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:
3 Rosemont Road
London
NW3 6NG

Proposal:
Change of use of existing Class E floorspace to form 3 residential flats. Installation of screening to existing rear external terrace area. Creation of level access from street. Provisions for internal storage for cycle and refuse / recycling.
Drawing Nos: 0876-1000, 0876-1010, 0876-1011, 0876-1030, 0876-1040, 0876-1200, 0876-

1210, 0876-1211, 0876-1300, 0876-1400, Design & Access Statement, Marketing Report, Planning Statement.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 0876-1000, 0876-1010, 0876-1011, 0876-1030, 0876-1040, 0876-1200, 0876-1210, 0876-1211, 0876-1300, 0876-1400, Design & Access Statement, Marketing Report, Planning Statement.

Reason:

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

- 3 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.

- 4 The use of the roof as a terrace shall not commence until the screen, as shown on the approved drawings, has been constructed. The screen shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission:

The site is part of three storey mid-terrace building located on the north-west side of Rosemont Road, approximately 300m north of Finchley Road underground station. The building is currently vacant having been used as an office and other class E occupiers. The site is located within Finchley Road local plan centre, is not within a conservation area and is not a listed building; however it is under an Article 4 direction to remove permitted development rights for all office to residential conversions within this area.

The planning history indicated the site has been in use as offices since the 1990s. The proposal involves to convert the existing building from an office (Class E) to three residential flats (Class C3).

Policy E2 states we will resist development of business premises and sites for non-business use unless it is demonstrated to the Council's satisfaction that the site or building is no longer suitable for its existing business use and 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.

Evidence of a lack of interest in an office use has been submitted in the form of a marketing report demonstrating marketing various floors over two years, since 2019 at reasonable sale prices and rents with various lease terms.

The marketing report notes that the existing building is not suitable for office use. The accommodation is split over 3 floors, it is not DDA compliant, and there is no lift. The building's modest size also places constraints on potential internal alterations as the original plan form largely remains. The lack of 'pay and display' parking for customers and clients on Rosemont Road has also put off a number of potential tenants. Furthermore, the marketing was done over the COVID period, no more than a hand full of calls were received in 28 months and this reflected that many people are still working from home or going to the office far more sporadically. Small businesses are increasingly using flexible co-working space or are renting meeting spaces by the hour to see clients so temporary spaces are favoured.

Following amendments to the Use Class Order in 2020, Class E now includes a wide range of uses within one broad commercial use. Alternative lawful business uses, would likely result in further loss to the existing building in order to function. On balance, it is therefore considered that the loss of the office space is justified given the lack of interest, site constraints and vacancy of the site and therefore would comply with policy E2. Converting the building into three new units would help promote and support the development of under-utilised buildings and would help meet the needs for housing where land supply is constrained.

Policy H4 expects a contribution to affordable housing from all developments that provide one or more additional homes and involve a total addition to the residential floorspace of 100sqm or more. The proposal seeks to provide floor area of 241 sqm of gross internal area, capacity for two new homes, therefore a financial contribution towards affordable housing would be required. The payment required would be $9.64 \text{ sqm} \times £5,000 \text{ per sq. m} = £48,200$. This payment would be secured by a section 106 legal agreement.

- 2 The Nationally Described Space Standards and London Plan 2021 (Table 3.1) sets out space standards which all new dwellings must meet. The three new flats all are to exceed the minimum gross internal floor areas; Flat 1 would be a 2 bed 4 person unit with an internal floor area of 97.5sqm (exceeds the 70 sqm requirement), Flat 2 1 bed 2 person unit with an internal floor area of 57sqm (exceeds the 50 sqm requirement), Flat 3 would be a 1 bed 2 person unit with an internal area of 50sqm (meeting the 50sqm requirement). The flats on the first and second floor are to provide dual-aspect accommodation, with adequate floor to ceiling heights that would ensure good levels of daylight and natural ventilation. The proposed ground floor flat has a south-easterly aspect (two ground floor front windows) to the kitchen/living room which provides satisfactory outlook and daylight; the two rear bedrooms are top lit by large rooflights which span the whole width of each room. Whilst this does not afford direct outlook, the size and position of the large rooflights would provide adequate daylight to the bedrooms.

The first floor flat would have access to a private enclosed terrace on the first floor and shared enclosed amenity space on the other side of the terrace would be created for access for the other two flats. Given the constrained site and built up nature of the surrounding the external terraces would be considered acceptable, however a condition would be enclosed to install the screens prior to occupation.

The proposed external works would involve new level access to the front entrance and new front door and 1.4m high privacy screen to be added to the rear first floor roof which is being split into two separate amenity spaces. These alterations would be considered acceptable.

Given the minor nature of the proposed internal alterations, they would not harm neighbouring amenity in terms of outlook, privacy or daylight.

Policy T2 parking and car-free development, seeks to promote sustainable travel and make private transport more sustainable by requiring all new developments, and changes of use, in the borough to be car-free, which limits the availability of both off-street and on-street parking for future occupiers. The site has good accessibility to public transport. As the proposals involve the creation of a new residential units, the development will be made 'car-free' to prevent further off-street parking stress. This would be secured via Section 106 legal agreement.

For dwellings the requirement is 1 space per 1 bedroom unit and 2 spaces per 2 bedroom unit. As the proposals comprise the provision of two 1 bed units and one 2 bed unit, the requirement would be 4 cycle spaces. The submitted plans show two cycle store areas to be within the ground floor accessed via the hall way. Full cycle stands are shown to be proposed and therefore the cycle stores considered to be acceptable.

No objections have been received following statutory consultation. The planning history of the site and surrounding area was considered in the determination of this application.

As such, the proposed development is in general accordance with policies A1, D1, E1, E2, H1, H3, H4, H6, H7, T1, and T2 of the Camden Local Plan 2017 and with policies 1, 2 and 12 of the Fortune Green and West Hampstead Neighbourhood Plan 2015. The proposed development also accords with The London Plan 2021, and the National Planning Policy

Framework 2021.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 5 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

