

**BY EMAIL ONLY**

Alison Dyson  
Case Officer  
Planning Inspectorate  
Major Casework  
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BS1 6PN

Our ref: RLH/075667.00002

14 April 2026

Dear Alison,

**Proposed redevelopment of The Glassmill, 1 Battersea Bridge Road, London, SW11 3BZ ("Glassmill")  
Planning Inspectorate Reference 6002127**

We act for the appellant.

We refer to the email from William Walton of the Rule 6 party dated 7 April 2026 and the email from Ashfords, on behalf of the Council, dated 9 April 2026 in response.

We agree with the comments made by Ashfords. Furthermore, in response to point 3 of the Rule 6 Party's email, we note that the landscaping details (prior to above ground works) condition has been amended to refer to 'boundary treatment of the roof terrace'. This would allow for consideration to be given to screening but, appropriately, does not require it.

The remainder of this letter responds to the letter from Farrer & Co dated 7 April 2026

The objections raised by the Environment Agency (**EA**) in their letter dated 27 January 2026 have been fully explored at the roundtable discussions at the inquiry or addressed as part of the Statement of Common Ground agreed between the Appellant and the EA dated 14 March 2026. We agree that the revised EA condition dated 25 March 2026 is not necessary, not relevant to the proposed development and is unreasonable for the reasons summarised in paragraphs 2 to 6 of the Appellant's closing submissions. Nevertheless, the Inspector can impose the EA's suggested condition or a revised version of this if the Inspector considers it necessary.

The Thames River Wall enhancement obligation in Schedule 11 of draft section 106 agreement is, as explained at paragraphs 12.27 - 12.28 of the officer's report to Committee, included to overcome one of the EA's objections to the scheme. The EA confirmed that an obligation would satisfy their concerns in their consultation response dated 16 April 2025, which is annexure 1 to their letter dated 27 January 2026. The purpose of this obligation is to mitigate the ecological impacts of increased overshadowing from the development. It is accepted that the owners of the flood defence structure (which forms part of the Land Registry Title SGL270066) will need to consent to the implementation of the approved Thames River Wall enhancement scheme before any works to the flood defence structure can be carried out. However, if the

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owner's consent cannot be achieved within a reasonable timeframe the section 106 allows a contribution to be paid in lieu of direct delivery. This contribution is to be spent on an alternative scheme of mitigation or local river restoration effort scheme.

The obligations in schedule 11, including the obligation for the Appellant to demonstrate that it has used reasonable endeavours (for a period no less than 6 months) to reach agreement with the owners of the flood defence structure, is enforceable, and backed up with an occupation restriction.

Following the publication of the last draft of the section 106 agreement (Inquiry Document 28), the Appellant has reviewed and agreed some minor changes with the Council, largely for clarification purposes, to the definition of "Overshading Enhancement Contribution" and Schedule 11. These are shown in track as an appendix to this letter. We note that the agreed changes would mean that the Appellant is no longer required to use reasonable endeavours from the grant of planning permission, but prior to the Commencement of Development (as defined in the section 106 agreement).

The issue raised at paragraph 16 of the letter has already been addressed in Inquiry Document 11. The public realm improvements proposed by Appellant, including to the Thames Walk, all fall within the Glassmill site or the existing public highway. The Appellant will require a licence from the Council, as highways authority, to carry out the public realm improvements to the public highway (as shown on Plan C of the section 106 agreement). No licence is required from the owner of the underlying freehold (title SGL270066). This licence will be granted as part of the highways agreement, which the Owner is required to enter into under paragraph 2 of Schedule 5 of the section 106 agreement.

The issue raised at paragraph 17 of the letter was not raised as part of the roundtable discussions. The Appellant's Drainage Strategy refers (at section 2.6) to there being two surface water drainage options, including the use of the combined trunk sewer. The Appellant intends to use the combined trunk sewer and notes that the Drainage Strategy does not refer to any works being made to the Thames Wall or to the laying of any pipes or other infrastructure outside of the Glassmill site.

Yours sincerely



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## Annex – Appellant's proposed amends to the Section 106 Agreement (compared to ID28)

**Schedule 11 – Thames Riverwall Enhancements**

The Owner covenants with the Council as follows:

- 1 prior to First Occupation it shall prepare and submit the Thames River Wall Enhancements Scheme and a costed plan for its implementation to the Council for approval in writing, in consultation with the Environment Agency;
- 2 ~~prior to Commencement of Development~~ to use Reasonable Endeavours for a period of no fewer less than six (6) months ~~from the grant of Planning Permission~~ to enter into agreement with the third-party owner of the Flood Defence Structure to enable the Owner to facilitate the implementation of the approved Thames River Wall Enhancements Scheme;
- 3 ~~in the event that an agreement is subject to having~~ entered into ~~an agreement~~ with the third-party owner of the Flood Defence Structure ~~pursuant to paragraph 2 of this Schedule~~ within six (6) months of the grant of the Planning Permission, to implement and complete the works set out in the approved Thames River Wall Enhancements Scheme prior to the Occupation of more than eighty per cent (80%) of the Residential Units;
- 4 ~~in the event that where~~ agreement has not been reached with the third-party owner of the Flood Defence Structure ~~within six (6) months of the grant of the Planning Permission~~ and the Council (or the Expert under Clause 7 of this Deed) is satisfied, acting reasonably, that the Owner has used Reasonable Endeavours to enter into an agreement with the third-party owner of the Flood Defence Structure, ~~the Owner agrees~~ to pay to the Council the Overshadowing Enhancement Contribution ~~as approved by pursuant to paragraph 1 of this Schedule provided that:~~
  - (a) ~~the Overshadowing Enhancement Contribution is to be spent on an alternative scheme of mitigation or local river restoration effort; and~~
  - (b) ~~the date for payment of the Overshadowing Enhancement Contribution shall be~~ prior to Occupation of eighty per cent 80% of the Residential Units; and
- 5 not to Occupy more than eighty per cent 80% of the Residential Units until it has delivered the approved Thames River Wall Enhancements Scheme pursuant to paragraph 3 of this Schedule or paid the Overshadowing Enhancement Contribution ~~under pursuant to~~ paragraph 4 ~~(b)~~ of this Schedule.

Definition changes:

**Overshadowing Enhancement Contribution** means ~~the sum (if any) paid in accordance with Schedule 11 which is equivalent to the estimated cost of the delivering the approved Thames River Wall Enhancements Scheme which shall be used by the Council for an alternative scheme of mitigation to address the impacts of additional shading on tidal frontage and River Thames foreshore and intertidal sediment, or local river restoration effort for the River Thames, means a contribution payable by the Owner to the Council in the circumstances set out in paragraph 4 of Schedule 11 which shall be not less than the equivalent cost of delivering the approved Thames Riverwall Enhancements~~