



London Borough of Wandsworth

Town and Country Planning Act 1990 (as amended)

Planning and Compulsory Purchase Act 2004

The Town and Country Planning (Inquiries Procedure) (England) Rules 2000

**Planning Obligations - Statement of Compliance with
the Community Infrastructure Levy Regulations 2010
(as amended)**

ADDENDUM

Site: The Glassmill, 1 Battersea Bridge Road, London, SW11 3BG

Planning Inspectorate reference: 6002127

LPA Reference: 2024/1322

1. Introduction

- 1.1. This Addendum Statement adds to and amends one section of the Statement of Compliance submitted to the Inspector on 03 March 2026 (the “**Statement**”) in respect of flood defence matters.
- 1.2. As stated in paragraph 3.12 of the Statement, discussions between the Appellant and the Environment Agency (“**EA**”) on flood defences were ongoing. A statement of common ground between the Appellant and the EA was submitted to the Inspector on 13 March 2026 (CD7.07).
- 1.3. The statement of common ground formed the basis of discussions between the Appellant and EA at the roundtable discussions held on day 1 of the Inquiry on 17 March 2026.
- 1.4. The Council is content to leave the matters of flood defence, as set out in the statement of common ground, particularly raising of the flood defences and condition surveys, to the Inspector.
- 1.5. At the roundtable discussion 20 March 2026, the Appellant indicated that it would provide draft wording for a planning obligation to address mitigating the impacts of the foreshore overshadowing in connection with paragraph 12.28 of the committee Report (page 109, CD30.01). For ease of reference that paragraph provides:

12.28 The EA confirmed they were satisfied with the assessment of overshadowing to the foreshore made, and the principle of enhancements proposed. The enhancements could either take the form of commitments to enhance the Thames riverwall adjacent to the development site (Option 1), or, failing the acceptance of the third party, in the form of a contribution made to a local river restoration effort (Option 2). With regard to Option 1, the EA would accept the proposal of timber fenders made by the applicant as a proportionate enhancement for these circumstances. With regard to Option 2, the EA stated that they would be unable to take such a contribution directly for a local restoration effort. However, they indicated that there are several local organisations working to enhance the tidal Thames that would likely welcome this contribution to ensure that an enhancement is realised. Had the proposal been found acceptable, this would have been further explored and targeted towards the s106 agreement.

- 1.6. The Appellant has provided drafting for the obligation to be inserted into the draft Agreement. The wording has been agreed by the Council.

2. Proposed Wording

- 2.1. The following has been proposed:

Definitions

Flood Defence Structure means that part of the existing flood defence structure in the Thames River that is to the north of the Site which forms part of the Land Registry Title SGL270066 is owned and maintained by a third party known as Thames Walk Residents Association Limited.

Reasonable Endeavours means in relation to the Owner's obligations to do what a reasonable and prudent person acting properly in their own commercial interest and applying their minds to their contractual obligation would do to achieve the desired outcomes.

Thames Riverwall Enhancements means a scheme of improvements to the Flood Defence Structure to mitigate the impacts of additional shading on the adjacent tidal frontage and River Thames SMINC foreshore and intertidal sediment resulting from the Development. It is agreed that the scheme based on timber fenders would be acceptable.

Proposed Obligations

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. *to use Reasonable Endeavours for no 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. *subject to having entered into an agreement with the third-party owner of the Flood Defence Structure 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. *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 a contribution equivalent to estimated cost of the delivering the approved Thames River Wall Enhancements Scheme (the Overshadowing Enhancement Contribution) as approved by the Council pursuant to paragraph 1 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;*
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 or paid the Overshadowing Enhancement Contribution under paragraph 4(b) of this Schedule.*

3. Policy support

London Plan 2021 (CD5.01)

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Wandsworth Local Plan 2023 (CD5.02)

- LP58 River Corridors
- LP59 Riverside Uses, including River-dependent, River-related and Adjacent Uses

Ashfords LLP, 24 March 2026