

Ms Alison Dyson  
Case Officer  
Planning Inspectorate  
Major Casework  
Temple Quay House  
2 The Square  
Temple Quay, Bristol, BS1 6PN

Your Ref: 6002127  
Our Ref: JPO/JOC/107311.1  
Tel: 020 3375 7029  
Email: Jesse.Cowie@farrer.co.uk

7 April 2026

By Email:  
alison.dyson@planninginspectorate.gov.uk

Dear Alison

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

**Letter of representation to amended Section 106 Agreement**

1. We act for the Thames Walk Residents' Association (**TWRA**). The TWRA is the registered proprietor of the freehold estate in Thames Walk, London SW11 3BG (title number SGL270066) (**Thames Walk**). Thames Walk directly neighbours The Glassmill (title number TGL159114). By way of background, Promontoria Battersea Limited (the **Applicant**) made an application for planning permission (REF 2024/1322) dated 21 May 2024 in respect of The Glassmill which was materially revised in October 2024 (the **Application**). Our client outlined its objections to the Application by way of letter to the Applicant dated 18 March 2025. A copy of that letter was sent to Wandsworth Borough Council (the **Borough Council**) the same day.
2. We are instructed that the TWRA maintains its objection to the Application and further submit that the appeal of the Borough Council's refusal (the **Refusal**) should be dismissed in its entirety. This letter particularly comments on the proposed conditions and obligations relating to the Thames flood defences.

**Summary of the proposed conditions and section 106 obligations**

3. We note the progress of the Appeal, in particular the recent proposals for planning conditions and section 106 obligations:

Ms Alison Dyson  
7 April 2026

- 3.1.1 An email from the Environment Agency dated 25 March 2026 proposes a condition that: *"Prior to the commencement of construction, the applicant shall submit a detailed assessment of the adjacent tidal Thames flood defences to the Local Planning Authority to be approved in writing, in consultation with the Environment Agency"*; and
  - 3.1.2 A proposed Schedule 11 to the draft section 106 agreement related to the Application, provides that, inter alia, the Owner covenants with the Council to submit a Thames River Wall Enhancements Scheme prior to first occupation, to use reasonable endeavours to enter into an agreement with the third-party owner of the Flood Defence Structure (our clients, the TWRA), and to implement and complete necessary works prior to occupation of 80% of the residential units within the development. If this cannot be achieved, then the Applicant can pay a sum of money to the Council to satisfy these requirements.
- 3.2 Neither of these proposed conditions and obligations are appropriate. They both relate to land that is not in the control of the Applicant, the relevant land in each case being owned by the TWRA. These proposed conditions and obligations fail the tests of reasonableness and enforceability, as the TWRA does not and will not consent to the Application and will not grant any access to its land for the purpose of any works to bolster tidal Thames flood defences.

## **Offsite conditions are not appropriate**

4. The Government's Planning Practice Guidance (**Guidance**) notes that conditions relating to land not in the control of the Applicant tend to fail relevant tests of reasonable and enforceability, and it may only be possible to achieve a similar result using a condition worded in a negative form (commonly referred to as a "Grampian condition").
5. However, the Guidance goes on to state at Paragraph 009 that *"such conditions should not be used **where there are no prospects at all of the action in question being performed within the time-limit imposed by the permission.**"*
6. We submit that there are no prospects at all of any action in question being performed within the relevant time limits suggested. It is not clear how the Applicant could undertake a detailed assessment of adjacent tidal Thames flood defences when they will not be able to gain access to the TWRA's land to inspect these defences. The draft Schedule 11 within the section 106 agreement appears to recognise that an agreement is necessary with the TWRA, and sets a 6-month time limit for entering into such an agreement. This time limit will not be met, as the TWRA will not enter into any such agreement with the Applicant.

Ms Alison Dyson  
7 April 2026

7. In addition, these conditions could not be obtained by imposing a condition requiring the Applicant to enter into a planning obligation or a section 106 agreement. Paragraph 010 of the Guidance clearly states that:

*"A positively worded condition which requires the applicant to enter into a planning obligation under section 106 of the Town and Country Planning Act 1990 or an agreement under other powers, is **unlikely to pass the test of enforceability**.*

*A negatively worded condition limiting the development that can take place until a planning obligation or other agreement has been entered into is **unlikely to be appropriate in the majority of cases**.*

8. *British Railways Board v Secretary of State for the Environment* [1993] 10 WLUK 335 remains the relevant lead case on proposed conditions on land not controlled by an applicant for planning permission. Lord Keith of Kinkel noted in passing the view of Dillon LJ that it is "...a nonsense to grant a planning permission subject to a condition which the planning authority, or the Secretary of State on an appeal, knows perfectly well there is no reasonable prospect of the applicant being able to satisfy."
9. This judgment found that the question of whether not a certain condition is unreasonable depends on the circumstances of the case. Lord Keith notes that the fact that a relevant owner objects to a development cannot in itself necessarily lead to a refusal, but that a planning authority is not absolutely disentitled from taking into the account the improbability of permission for relevant works, if granted, being implemented. What is appropriate depends on the circumstances and is to be determined in the exercise of the discretion of the planning authority.
10. In these circumstances, it is entirely appropriate to consider the improbability of relevant works taking place, as there is no pathway for the Applicant to gain access to the TWRA's land or purchase the land.
11. The proposed conditions and obligations go to the heart of the Application. The Environment Agency has noted to the Planning Inspectorate in its letter dated 27 January 2025 that it cannot consider the Application to be acceptable in terms of flood risk. The Environment Agency generally seeks a 16 metres offset between new development and tidal defences to provide space for maintenance and inspection activities, unobstructed emergency access in the event of damage to the defence and to not restrict the possibility of any future raising of the defences. An offset of only 1.9 metres is unacceptably close.

Ms Alison Dyson  
7 April 2026

12. The Environment Agency further note, given the extremely small offset that is being proposed, the Applicant's proposed secant piled wall and basement may not be deliverable in its current form without compromising the structural integrity of the Thames tidal flood defence.
13. These conditions and obligations are thus threshold issues. The Application should not be allowed to proceed to any stage of construction or occupation if there is uncertainty about the integrity of the Thames tidal flood defences. Further conditions and obligations to allow the Applicant to design a scheme would not be effective, as the TWRA does not and will not intend ever give access to its land for these activities. We note for completeness that the proposal to pay a sum of money under the Section 106 Agreement if an agreement with the TWRA cannot be entered into is not acceptable, as this would achieve nothing in terms of flood mitigation and would not meet relevant planning obligation tests in being directly related to the development.

## **Our Client's Position – Thames Path and Wall**

14. Within the boundary of Thames Walk sits the riverside walkway (the **Thames Path**). This is identifiable as the path sitting between Thames Walk / The Glassmill and the River Thames.
15. By an agreement dated 27 November 1981 and made between (1) Sunley Holdings Limited and (2) the Mayor and Burgesses of the London Borough of Wandsworth, the Thames Path was to be constructed and dedicated permanently, following which it would be adopted by Wandsworth LBC as a public highway with a right of way on foot alone (Unique Street Ref. No. 22906734) (the **1981 Agreement**).
16. It would appear from the documents filed in support of the Application that large parts of the Thames Path sit outside The Glassmill's boundaries. The Applicant has no right to alter these spaces without a licence from the owner(s). To do so without consent would amount to a trespass. Further, any attempts by the Borough Council, or indeed the Planning Inspectorate in its stead, to grant such a licence to the Applicant would be a breach of the 1981 Agreement and would therefore be challengeable.
17. Finally, it appears that the Drainage Strategy the Applicant has submitted assumes that The Glassmill's surface water current discharges into the River Thames via a private drain beneath the Thames Path or a combined trunk sewer. It is unclear exactly where the Applicant plans to install the multi-level outfall. However, the wall between the Thames Path and the River Thames (the **Thames Wall**) is not adopted. It remains the responsibility of the owners of Thames Walk (now, TWRA). Thus, any works to the Thames Wall will need a licence from our client, which it is unwilling to provide. Further, as already noted, any pipes

# FARRER & Co

Ms Alison Dyson  
7 April 2026

or other conduits which the Applicant should wish to lay beneath the Thames Path, and so within our client's property, will require our client's consent. Proceeding on either front without consent will amount to a trespass.

## **Conclusion**

18. For the reasons outlined in this letter, the proposed conditions and section 106 requirements are entirely unworkable. Further, permitting the proposed development on the basis of such requirements is inappropriate and the Refusal should not be overturned.
19. Should you have any further questions, please contact Jesse Cowie of our office using the details contained within this letter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jesse Cowie', with a long horizontal line extending to the right.

Jesse Cowie  
Associate (Australian Qualified)  
Farrer & Co LLP