

LBR18-2

THE LONDON BOROUGH OF RICHMOND UPON THAMES

**TOWN AND COUNTRY PLANNING ACT 1990 – SECTIONS 226(1)(a) AND
226(3)(b)**

**LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976
ACQUISITION OF LAND ACT 1981**

**THE LONDON BOROUGH OF RICHMOND UPON THAMES (TWICKENHAM
RIVERSIDE) COMPULSORY PURCHASE ORDER 2021**

AND

**APPLICATION FOR A CERTIFICATE PURSUANT TO SECTION 19 AND
SCHEDULE 3 OF THE ACQUISITION OF LAND ACT 1981**

**REBUTTAL PROOF OF EVIDENCE ON BEHALF OF THE
ACQUIRING AUTHORITY**

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IN RESPONSE TO EVIDENCE SUBMITTED BY:

**S-2 W3.2: TWICKENHAM RIVERSIDE TRUST (MARK BROWNRIGG – AN
INTRODUCTION TO THE TRUST AND TWICKENHAM’S RIVERSIDE)**

1. **INTRODUCTION**

- 1.1. This is further proof of evidence (“rebuttal”) by witnesses for the Acquiring Authority in response to the statement prepared by Mark Brownrigg (Twickenham Riverside Trust – S2) regarding the ‘Introduction to the Twickenham Riverside Trust and its involvement with the riverside’ (**S-2 W3.2**).
- 1.2. This is not intended to be an exhaustive rebuttal of the contentions made in Mr Brownrigg’s evidence. This document only deals with certain points where it is considered appropriate and helpful to respond in writing. Where specific points have not been dealt with, this does not mean that those points are accepted, and they may be dealt with further at the inquiry.
- 1.3. This rebuttal addresses points raised by Mr Brownrigg by theme and is broken into sections, with witnesses addressing points relevant to their area of expertise.
- 1.4. The same references and abbreviations as used in the main Proofs of Evidence are used in this document.

2. **GENERAL (Paul Chadwick)**

- 2.1. This section is being addressed by Paul Chadwick. Details of Mr Chadwick’s qualifications and experience are set out in his main Proof of Evidence (**LBR – 1A**).

Setting up the Trust and the 125 year lease

- 2.2. This is in reference to comments, mentioned in paragraph 2 on page 2 of Mr Brownrigg’s statement, that lease of the Gardens was given to the Trust for the long-term future. Reference is given to a previous Leader of the Council who is quoted as saying that the lease had been granted to the Trust “in perpetuity for the people, so that never again can any other Council come forward with a plan to sell [the former pool site] off to a developer”.
- 2.3. In response, the Trust agreed that the Gardens could be part of the RIBA Design Competition knowing that this would likely result in current Gardens being developed but that future open space would be provided. They were very supportive of the Design Competition and the winning design, sending letters to the Council to that effect (see **LBR – 5**). The Council rejects the implication that the Trust have not played a part in this process. The Council has negotiated for years with the Trust, it is only in the latter part of these discussions, when most of the original trustees were

replaced, did negotiations breakdown and the Trust seem to change its mind. In regard to the comment made by a previous Leader of the Council, its relevance is questioned as the intention is not to sell the site to a developer. This is a Council led Scheme.

Site visits

- 2.4. This is in reference to comments, made in paragraph 2 on page 4 of Mr Brownrigg's statement, that the Architects and Project Team did not meet on site during the design process (March 2020 to June 2021).
- 2.5. In response, this period was during the height of the COVID-19 pandemic when there were restrictions in place. The Council and Architect had met on site prior to this, and the Architects have been to site numerous times during the development of the Scheme. The Architects and their team additionally had a wealth of survey data, 3D models and photographs that existed of the site. The restrictions had no effect on the development of the design.

Pontoon

- 2.6. This is in reference to comments, made in paragraph 2 on page 7, that the Council has provided no details on the pontoon including who will use it and who would prefer it to the many slipways.
- 2.7. In response to this, the Council spoke to a number of river-based clubs during design development, and some expressed an interest. The Council has also been in conversation with Habitats and Heritage, a local charity, who have been exploring bring the neighbouring Victorian boathouse back into active use. They also expressed an interest. However, at this stage no final decisions have been made. The idea was that the public will have use of this pontoon, though this may need to be managed or controlled. A pontoon certainly has significant advantages over the slipways for those in smaller craft (paddle boards / kayaks). It should be noted that the Trust had requested that the river activity area and boat storage were included in any new lease, this is first shown in **LBR - 5** appendix 56 paragraph 4 when the Council states it has agreed opportunities such as 'the potential for the Trust to handle the management of the SW corner at the Embankment/Wharf Lane' (river activity area). And is then formally offered to the Trust, drafted into the Heads of Terms and shown on the proposed plan in **LBR - 5** appendix 59. There was then a follow up meeting held with the Chair of the Trust and a Trustee with relevant experience to discuss

how the Trust might manage the area, and what opportunities there were. This was held 08 July 2021 as shown at line 99 in **LBR - 5**. Please see **LBR – 5** for further information.

Grass

- 2.8. This is in reference to comments, made in paragraph 1 on page 10 and paragraph 5 on page 13, about the artificial grass being more usable than natural grass.
- 2.9. In response to this, the current Gardens only has artificial grass as natural grass struggled to grow due to the ground conditions. The grass in the new Scheme will be maintained by the Council. Natural grass has obvious visual and environmental benefits.

Events

- 2.10. This is in reference to comments, made in paragraphs 2 and 3 on page 10 and paragraph 6 on page 13, to the events held in the current Gardens.
- 2.11. In response to this, there would be a new, flexible event space in the new Scheme. This will be able to accommodate all the current events and much more. There is also the opportunity for other events to happen in different parts of the Future Open Space. The Council would question where the evidence is for the statement “many of these events are successful in drawing visitors not only from the wider borough, but also from across London and beyond”. It is in the Trust’s Management Agreement (paragraph 3.4 of **LBR – 1B(2)**) that they must run a minimum of six events per year. If these events are as popular as described, and draw crowds from the Borough and beyond, then this suggests that the new event space, which has the scope to provide a wider variety of events, will be a considerable attraction of the new Scheme.

Potential King Street redevelopment

- 2.12. This is in reference to comments, made in paragraph 1 on page 12, about the Scheme setting a precedent for potential King Street developments and subsequent tall buildings enclosing the space.
- 2.13. In response to this, this is hypothetical. All new proposals will have to go through the planning process and be judged on their merits against the relevant policy. In any event, there is a factual distinction given that there is road in between the King Street units and the Scheme and a line of planting.

Myths

- 2.14. This is in reference to a number of 'myths', mentioned on page 12 to 13, that the Trust claim are in the Council's Statement of Case and have not been addressed in other responses in this document. There are several, which are as follows:
- 2.14.1. Gardens are underused
 - 2.14.2. Instances (anti-social behaviour etc)
 - 2.14.3. Dereliction
 - 2.14.4. Views of the river
- 2.15. In response to the first point, the Council has made this comment from officers' observations, particularly given the town centre and riverside location where it would be expected to be a more widely visited site. Part of the issue is design and the fact that the Gardens are cut off from the river. Regarding the events, the Trust have not provided evidence on the number of people attending these or the methodology for counting attendees.
- 2.16. In response to the second point, that instances are rare and no more frequent than other similar local spaces. The Council agrees that not all anti-social behaviour is limited to the Gardens, with a recent fire (May 2023) in one of the derelict buildings directly east of the Gardens suspected to be arson. However, the Gardens are subject to a number of instances, including antisocial behaviour, criminal damage, substance misuse. These instances are regular, with an attempted break resulting smashed windows at the Café Sunshine as recently as the w/c 8th May 2023. CCTV cameras were installed in the café in 2018 due to ongoing antisocial behaviour at the time and risk to employees working in the café, and while this might act as a deterrent it has not fully stopped instances and it is a continuing issue especially for the café and its staff. In regard to comments that this is similar to other local spaces in terms of instances, there is no evidence to support the Trust's comments. Whether the situation is better or worse than other local spaces is subjective and would require a like for like comparison (in terms of size and location), which the Council does not do. The Park Guard Service patrol of all the Council's parks and open spaces, but due to the location and number of instances the Gardens is often on priority tasking list. The whole western side of the Scheme Land is isolated and lacks natural surveillance. Through a comprehensive redevelopment with activity happening across the space,

including on the western edge, there will be better natural surveillance helping to improve the management of the space.

- 2.17. In response to the third point, the Gardens are not part of the derelict land. They are however next to it and one of the boundaries to the Gardens is hoarding around an area of derelict land. The Gardens are isolated from the town and the riverside; the Council would question the statement that they are in 'constant use' and considers them to be underused for such a prime location.
- 2.18. In response to the fourth point, referencing the fact that the Scheme Land will have restricted views up stream and is a similar situation as now. In terms of views up stream, these are already interrupted in the existing Gardens due to the neighbouring Thames Eyot buildings, the existing café building and the hedging around the play space. In the Scheme, whilst the Wharf Lane building will interrupt some views from some parts of the open space there are a lot of areas to the east of the open space where views are opened up due to the removal of the derelict buildings.

The Trust's important management role

- 2.19. This is in reference to comments, mentioned in paragraphs 1 to 3 on page 14, that the Trust are very involved in practical management and maintenance of the Gardens, are preparing to take on increased responsibility in 2024 [when the Management Agreement ends] and actively monitors and draws attention to various actions required to keep the Gardens in good order and functioning smoothly.
- 2.20. In response, the Trust have a lease of the Gardens so it would be expected that they are involved in the general management of the space to an extent, and that as leaseholders they would mention issues that ensure the Gardens are in good order and functioning smoothly. However, the Council currently manage and are responsible for the maintenance of the Gardens via their Parks Team. The Council manages a number of parks and open space and has the expertise to deal with issues that arise. It is questionable whether the Trust have the expertise, financial resources or capacity to take on the maintenance and management responsibilities that will fall to them in 2024, in the absence of the CPO. The Trust have not demonstrated to the Council thus far that they are preparing to take on the increased responsibility, which has been queried directly by Ward Councillors. In the current Management Agreement (**LBR – 1B(2)**), the Trust are required to charge for events (paragraph 3.8), the intention was that over the 10 years of the Management Agreement this

would allow the Trust to have a regular income stream and build up reserves ready for 2024 when they take on management. The Council is not aware that the Trust regularly charge for events (unless they can provide evidence of doing so). The Trust have also failed to provide a Christmas tree in the Gardens (a requirement of their lease) the last couple of years. It was in this context that the Council has negotiated with the Trust for a new lease and licence with financial support in relation to the Scheme, which the Trust have declined in principle. **LBR-5** appendix 76 shows the minutes of a meeting which took places 20.04.2022 in which the Council offers the Trust a total of £175k over 10 years, as well as being responsible for the maintenance of the Gardens in perpetuity, and the Trust state on page 2 paragraph 2 'The Trust...rejected the Council's revised funding offer.'

- 2.21. A benefit from the acquisition of the Retained Land under section 19(1)(aa) of the ALA1981 is that it would form part of a wider area of open space which would be coherently managed by the Council as a whole, as explained at paragraph 8.55 of the Statement of Case.