

**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**

**LBR19-3**

---

**IN RESPONSE TO EVIDENCE SUBMITTED BY:**

**S-2 W4: TED CREMIN (TWICKENHAM RIVERSIDE TRUST) - NEGOTIATION**

## **1. INTRODUCTION**

- 1.1. This is a further proof of evidence (“rebuttal”) by Paul Chadwick for the Acquiring Authority in response to the statement prepared by Ted Cremin (Chair of Twickenham Riverside Trust).
- 1.2. This is not intended to be an exhaustive rebuttal of the contentions made in Mr Cremin’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 that they may be dealt with further at the inquiry.
- 1.3. The same references and abbreviations as used in the main Proofs of Evidence will be used in this document.

## **2. EFFORTS TO ACQUIRE THE ORDER LAND BY AGREEMENT**

- 2.1 These points will be addressed by Mr Chadwick. Details of Mr Chadwick’s qualifications and experience are set out in his main Proof of Evidence (**LBR - 1A**). Within this document there are a number of themes and specific points raised, which are as follows:

### **General**

- 2.1.1 On Page 1, paragraph 3 Mr Cremin notes the use of the term ‘Trust Management Area’ as *‘a much weaker concept and would appear to have been chosen to diminish the value of the legal titles held by the Trust in the eye of the reader.’*
- 2.1.2 On page 4, paragraph 13 Mr Cremin notes that the Environmental Agency requirements were not included within the brief.
- 2.1.3 On page 7, paragraph 19 Mr Cremin suggests that the Council is being misleading by suggesting there was change in direction from the Trust during the course of negotiations.
- 2.2 In response to the first point, the term ‘Existing Trust Management Area’ is defined in the Glossary within the Statement of Case ‘means the land edged red on Map K which is the land managed by the Trust pursuant to the lease dated 16 May 2014 and measuring 2,510sqm.’ The definition itself refers to the legal titles held by the Trust.

The term 'Future Trust Management Area' is also defined within the Glossary referring to Map L. As the Existing Trust Management Area is pursuant to a lease, but the Future Trust Management Area will be pursuant to a lease and licence arrangement, the term 'management area' was used to be able to compare the existing and future provisions, whilst avoiding any confusion about the mechanisms used to manage the space.

2.3 In any event, following a meeting with the Trust to try to progress and agree a statement of facts on 19 April 2023, the Council amended its glossary definitions to 'Existing Trust Lease Area' and 'Future Trust Lease/Licence Area' as requested by the Trust. This was agreed within the meeting, and further confirmed to them within the minutes of the meeting issued on 21 April 2023. (**LBR19-3A**). This was well in advance of the date for submission of proofs but this is not recognised by Mr Cremin in his evidence. The glossary at the back of Mr Chadwick's proof of Evidence (**LBR - 1A**) contains the amended definitions.

2.4 In response to the second point, the Environment Agency (EA) are responsible for managing the risk of flooding from rivers, reservoirs, estuaries and the sea. **CD 3.01** is the RIBA Design Brief. Within the Brief page 16, section 3.1 lists the planning constraints of the site including 'Flood Zones 2, 3a, 3b and Flood Defence.' On page 17, section 3.2 'Site Constraints and Challenges' the Brief states that 'the Riverside site is on the tidal Thames and parts of it closest to the river are subject to regular flooding. This limits the type of buildings that can be constructed very close to the waterfront at river level (noting, however, that this may not preclude certain buildings, such as boathouses, which are designed to flood from time to time). It also will need to be considered if any landscaping with plants is suggested in floodable areas. Further information can be found in the documents from the previous planning application and from the Officer's committee report (see section 11).' Furthermore, on page 18, section 4.1 the Brief states 'flooding issues are critical, and any design must respond to the local flooding conditions through siting and design.' Finally, the Brief also listed the previous planning application from 2017 and all supporting documentation including but not limited to: Flood Risk Assessment and Flood Defence Wall: Design and Specification. Therefore, Mr Cremin is incorrect in his claim that the Environment Agency requirements were not listed within the Brief.

- 2.5 In response to the third point, Mr Cremin suggests in paragraph 19 that the Council is being misleading by suggesting there was a change in direction from the Trust during the course of negotiations. Mr Chadwick has set out the full negotiations with the Trust within his Proof of Evidence, section 11 (**LBR – 1A**). Further to this, **LBR - 5** sets out the detailed negotiations between the Council and Trust and the formal communications sent. The Council considers, that until the objections to the CPO were received, the Trust had not been opposed in principle to including the Gardens within the Scheme. The evidence included within **LBR - 5** demonstrates that the Trust had, until that point, been in a process of negotiation and design development with the Council, having agreed to include its land within the Scheme. The fact that the Trust set out its Design Principles and Minimum Requirements for the Council, as well as participating in design workshops as detailed in (**LBR – 1A**) paragraphs 11.26-11.33, is testament to this.

### **Negotiations**

- 2.6 Specific points raised on negotiations are as follows:
- 2.6.1 On page 2, paragraph 5 Mr Cremin notes that *‘the Trust holds the view that there has been no substantial negotiations on the core issues of the loss of POS from the construction of the Wharf Lane building.’*
  - 2.6.2 On page 4, paragraph 12 Mr Cremin notes that ‘the Trust indicated at the 31 January 2020 meeting it was prepared to consider a design which included land on the Embankment as well as a reduced area on the upper level in the context of the totality of the public amenity delivered by any proposal. There were, however, no fuller discussion or decisions at this stage of the suggestions under consideration.’
  - 2.6.3 On page 6, paragraph 16 Mr Cremin notes that up until June 2020 ‘...attempts by the Trust to engage in discussion of the footprint or layout of the Wharf Lane building were closed down.’
  - 2.6.4 On page 9, paragraph 24 Mr Cremin notes that at a meeting on 20 April 2022 all discussions of the CPO/s19 were declared ‘off the table’ by the Acquiring Authority.
- 2.7 In response to the first point, the Council considers that there have been substantial negotiations over the past 5 years with the Trust, regarding the proposed open space and design of the Scheme. This is evidenced thoroughly in **LBR - 5** and its appendices. As far as the Council was concerned, all negotiations were in good faith

and the first inkling the Council had that the Trust were opposed in principle to the scheme was upon receipt of the Trust's objections to the CPO in November 2021. The Wharf Lane building was not mentioned in the Trust's 'Minimum Requirements' document sent on 16 April 2020 (paragraph 11.26 in Mr Chadwick's evidence (**LBR - 1A**)), or the revised set of requirements sent in March 2021 (paragraph 11.26 in Mr Chadwick's evidence (**LBR - 1A**)). The minimum requirement documents were requested specifically to give a design brief, and to understand the Trust's requirements for the space. In recent months the Council has met with the Trust on several occasions to set out why it considers the Wharf Lane building is integral to the Scheme and to explain the benefits that it would deliver. This is further set out in section 2.10 of the Statement of Case and 9.33 of Mr Chadwick's Proof of Evidence (**LBR - 1A**).

2.8 In response to the second point, it was the Trust who proposed to the Council the areas that they wanted agreement to include within their new management area (**LBR - 5**, appendices 20 and 21). There were discussions at the meeting on the benefits and constraints of each option, and it was noted that the Council would further discuss this with members. The Council agreed to the larger area to be managed by the Trust, and responded confirming this on 7 February 2020. From that point on all plans referred to the significantly larger proposal for land to be managed by the Trust. **LBR - 5** appendices 22 (February 7 2020) and 23 (27 February 2020) show the further discussion and dialogue had on the options, and associated plan. Therefore, Mr Cremin's point is incorrect.

2.9 In response to the third point, Mr Chadwick's Proof of Evidence section 11 (**LBR - 1A**) and **LBR - 5** set out the extensive engagement had with the Trust. Paragraph 3.2 above sets out the Council's position with regards to the Trust making it clear that it was fundamentally opposed to the delivery of the Wharf Lane building. Nevertheless, it is clear that the Council offered multiple opportunities for the Trust to engage on any issues or concerns they had with the design from the very start of the design competition in March 2019. As noted above, the 'Minimum Requirement' document sent in March 2020 to be used as a design guide, did not mention the Wharf Lane building. Neither was the Wharf Lane building mentioned in any of the many meetings held on the Heads of Terms being developed, or in the meeting held 31 January 2020 where the Trust proposed its options for the Future Management Area (**LBR - 5**, appendix 21). Mr Cremin's statement is therefore unfounded.

- 2.10 In response to the fourth point, that at the meeting held 20 April 2022 the Acquiring Authority declared that any discussions regarding the CPO/s19 were ‘off the table’, I refer to LBR5 appendix 76 which is the minutes of that meeting. The minutes demonstrate that the meeting began with a discussion about the Acquiring Authority’s CPO case, and clarifications on whether the Council’s position had changed. The meeting also ends with a discussion regarding the section 19 application. What I actually said, is that ‘discussions should be focusing on the non-CPO route as the Council does not want to, nor have ever wanted to, go down the CPO route.’ I was encouraging the Trust to themselves try to remain open to negotiations around a design solution. The Trust continues to state that it remains open to negotiations, whilst on the other hand stating that they fundamentally reject the scheme and the Acquiring Authority’s offer.

#### **Plans of the proposed Future Designated Open Space**

- 2.11 Specific points raised on the plans of the proposed Future Designated Open Space are as follows:
- 2.11.1 On page 5, paragraph 4 Mr Cremin states that by 12 June 2020 the Acquiring Authority had not initiated contact with the Environment Agency about the Scheme and that therefore the Council could not demonstrate that the plan complied with Environment Agency requirements.
- 2.11.2 On page 6, paragraph 6 Mr Cremin states that in paragraph 9.22 of the Statement of Case, the Acquiring Authority has suggested that it made available a plan for the Trust appointed solicitors to review. Mr Cremin states that a plan for the surveyors was however, not produced until June 2021 and so the Acquiring Authority is incorrect.
- 2.11.3 On page 10, paragraph 27 Mr Cremin notes that paragraph 9.30 of the Statement of Case is inaccurate in its timing and that the pause in negotiations on the development of the Heads of Terms resulted from the Acquiring Authority’s delay in producing a plan of the re-provision, not as a result of the Trust voting to reject the Acquiring Authority’s re-provision.
- 2.12 In response to the first point, that the Acquiring Authority had not made contact with the Environment Agency (EA) about the Scheme by 12 June 2020, I refer to Mr Bannister’s evidence LBR2A paragraph 7.4 that the Project Team and Design Team

had made contact in April and May 2020, without a substantive response from the EA. The team then escalated the issue to myself, and I made contact in June 2020 in order to elicit a response from the EA.

- 2.13 In response to the second point, paragraph 9.22 of the Statement of Case is referring to the Draft Heads of Terms and associated plan sent to the then Chair of Trust, and the Trust's lawyers on 30 April 2021 for review by the Trust. At no point does the Acquiring Authority claim that this plan was sent to the Trust's surveyors.
- 2.14 In response to the third point, paragraph 9.30 of the Statement of Case specifically refers to comments made by the Trust at a meeting 21 February 2023, minutes of which are documented at LBR5 appendix 84. These minutes have been agreed with the Trust and on page 3 under the heading 'Lease' quote that the Trust informed the Council that '...whilst the written part of the HoTs had been discussed and negotiated, it had yet to be agreed by Trustees. Negotiations had been suspended on the written HoTs in April 2021.' Therefore, if Mr Cremin is in dispute with this, then he is in dispute with the Trust's own statement as minuted. The Acquiring Authority does not, and cannot, know exactly when the Trust suspended negotiations on the Heads of Terms but can only confirm that no further correspondence on the Heads of Terms was received after April 2021.