



Local Plan Publication Consultation

From 9 June 2023 to 24 July 2023

RESPONSE FORM

The Council is inviting comments on the Publication version of the Local Plan.

The Local Plan sets out a 15-year strategic vision, objectives and the spatial strategy. The draft Plan includes place-based strategies covering the whole borough, along with accompanying site allocations, as well as the thematic planning policies that will guide future development in the borough. It will inform how growth will be accommodated across the borough. The draft Plan seeks to address future challenges including climate change, health, affordability and liveability.

This consultation is the final opportunity to comment on the Local Plan before it is submitted to the Secretary of State for independent 'examination in public'. At this stage in the plan-making process, in accordance with the national guidance, consultation responses should focus on whether the Local Plan has been developed in compliance with the relevant legal and procedural requirements, including the duty to cooperate, and with the 'soundness' of the Plan. Further detail on these concepts is provided in the accompanying guidance notes available on the website (via the link below).

How to respond

Please read the consultation documents and other background information made available on the Local Plan website: www.richmond.gov.uk/draft_local_plan_publication_version

You can respond by completing this form, either electronically using Word or as a print out, and sending it to the Council by:

- Email to LocalPlan@richmond.gov.uk
- Post a hard copy of the form to Spatial Planning and Design, LB Richmond upon Thames, Civic Centre, 44 York Street, Twickenham, TW1 3BZ.

Alternatively, you can make comments on the draft Local Plan **online via our Consultation Portal**, which is accessible at the website listed above.

All responses must be received by 11:59pm on Monday 24 July 2023. The consultation is open to everyone; however please note that responses will not be treated as confidential and those submitted anonymously will not be accepted.

This form has two parts:

- Part A – Personal details and about you
- Part B – Your detailed response(s).

Part A: Personal Details		
	1. Personal Details *	2. Agent's Details (if applicable)
Title		
First name	Magda	Rosalind
Last name	Wilson	Gall
Job title (where relevant)	Director	Associate Director
Organisation (where relevant)	Chantry Securities Ltd	Solve Planning Ltd
	C/O Agent	[REDACTED]
		[REDACTED]
		[REDACTED]
		ros@solveplanning.co.uk

Complete only the title, name and organisation boxes but complete the

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Part B: Your Response

3. To which part(s) of the draft Local Plan does your response relate to?

Please indicate the documents **and** the specific paragraph numbers, policy or site allocation numbers and names, maps or tables you are commenting on.

Documents	<input type="checkbox"/>	Sections	
Publication Local Plan (including changes to the Policies Map designations)	<input checked="" type="checkbox"/>	Page number(s)	
		Paragraph number(s)	
		Policy no./name	Policy 35 (Green Belt, Metropolitan Open Land and Local Green Space)
		Place-based strategy	
		Site Allocation(s) no./ name	
		Maps	Draft Policies Map (Metropolitan Open Land Designation Boundary)
		Tables	
Sustainability Appraisal Report	<input type="checkbox"/>	Page number(s)	
		Paragraph number(s)	
Other (for example an omission or alternative approach)	<input type="checkbox"/>		

4. Do you consider the Local Plan is:

4.1 Legally compliant	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4.2 Sound	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.3 Complies with the Duty to Co-operate	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Further information on these terms is included within the accompanying guidance note, which can be found on the website at www.richmond.gov.uk/draft_local_plan_publication_version

If you have entered 'No' to 4.2, please continue with Q5. Otherwise, please go to Q6.

5. Do you consider the Local Plan is unsound because it is not:

5.1 Positively Prepared	<input type="checkbox"/>
5.2 Justified	<input checked="" type="checkbox"/>

5.3 Effective	<input type="checkbox"/>
5.4 Consistent with national policy	<input type="checkbox"/>

6. Please give details of why you consider the Local Plan is or is not legally compliant, unsound or fails to comply with the duty to co-operate. Please be as precise as possible. If you wish to provide comments in support of the legal compliance and/or soundness of the Local Plan, or its compliance with the duty to co-operate, please use this box to set out your comments.

Please note your response should provide succinctly all the information, evidence and supporting information necessary to support / justify the response. After this stage, further submission will only be at the request of the Inspector, based on the matters and issues they identify for examination.

Please see attached letter which sets out representations on an error on the Metropolitan Open Land Boundary in relation to our client's property which we respectfully request is corrected.

Please continue on a separate sheet / expand box if necessary.

7. Please set out the modification(s) you consider necessary to make the Local Plan legally compliant and sound, when considering any legal compliance or soundness matter you have identified at 6 above.

Please note that non-compliance with the duty to co-operate is incapable of modification at examination.

You will need to say why each modification will make the Local Plan legally compliant or sound. It will be helpful if you are able to put forward your suggested revised wording of any policy or text. Please be as precise as possible.

Please note your response should provide succinctly all the information, evidence and supporting information necessary to support / justify the suggested change. After this stage, further submission will only be at the request of the Inspector, based on the matters and issues they identify for examination.

Please see attached letter detailing requested change to correct error on Metropolitan Open Land Boundary.

Please continue on a separate sheet / expand box if necessary.

8. Do you consider it necessary to participate in examination hearing session(s)? (Please tick box as appropriate)

No, I do not wish to participate
In hearing session(s)

Yes, I wish to participate
In hearing session(s)

Please note that while this will provide an initial indication of your wish to participate in hearing session(s), you may be asked at a later point to confirm your request to participate.

9. If you wish to participate in the hearing session(s), please outline why you consider this to be necessary:

Please note the Inspector will determine the most appropriate procedure to adopt to hear those who have indicated that they wish to participate in hearing session(s). You may be

asked to confirm your wish to participate when the Inspector has identified the matters and issues for examination.

To make verbal representations on the case for correcting the error should it not be addressed prior to submission.

Please continue on a separate sheet / expand box if necessary.

10. If you are not on our consultation database and you respond to this consultation, your details will be added to the database. This allows us to contact you with updates on the progression of the Local Plan and other planning policy documents.

If you do not wish to be added to our database or you would like your details to be removed, then please tick this box.

Signature:

Rosalind Gall

Date:

24/07/2023

For electronic responses a typed signature is acceptable.

DATED 16/07 2000

LONGFORD RIVER

SECRETARY OF STATE FOR CULTURE MEDIA AND SPORT

- and -

LICENCE

- in respect of -

encroachments/freebord in connection with the Longford River
in the London Borough of Richmond Upon Thames

THE ROYAL PARKS AGENCY

REF: 3/2/0112

THIS LICENCE made the 4th day of June 2001 **BETWEEN**

(1) **THE SECRETARY FOR CULTURE MEDIA AND SPORT** for and on behalf of Her Majesty of the one part and

(2) **Jeffrey Ian Doble and Carol Dawn Doble** both of 141 Uxbridge Road, Hampton. of the other part

WITNESSES as follows:

1 DEFINITIONS

In this Agreement

1.1 where the context so admits:

1.1.1 "the Secretary of State" means the Secretary of State for Culture Media and Sport and includes the officer or officers for the time being of Her Majesty or Her Successors

1.1.2 "the Licensee" means the second party to this Agreement

1.1.3 "the Park" means Her Majesty's Royal Demesne of Hampton Court of which the Longford River forms part

1.1.4 "the Freebord" means that part of the freebord of the park which is shown coloured pink on the Plan

1.1.5 "the Premises" means the freehold premises known as 141 Uxbridge Road, Hampton in the London Borough of Richmond Upon Thames shown coloured blue on the Plan.

1.1.6 "the Encroachments" means (if any)

1.1.7 "the Plan" means the plan attached to this Agreement

1.2 Where the Licensee for the time being is two or more persons obligations expressed to be made by or with the Licensee are deemed to be made by or with such persons jointly and severally

1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

1.4 Any obligation on the part of the Licensee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by any other person

1.5 Any reference to a specific statute or Act of Parliament includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute

1.6 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2 LICENCE

The Secretary of State so far as he lawfully can or may but not further or otherwise and so long as the Licensee observes and performs the obligations and agreements on his part herein contained **GRANTS** to the Licensee **LICENCE** during the pleasure of Her Majesty and Her Successors to occupy and use the Freebord and to maintain and use the encroachments

3 LICENSEES'S OBLIGATIONS

The Licensee hereby undertakes and agrees with the Secretary of State as follows:

- 3.1 To pay the Secretary of State in advance on the 4th of May in every year during the continuance of this Licence the sum of £141.00 as an acknowledgement for the privileges hereby granted the first of such payments having become due on the 4th of May 2001.
- 3.2 At all times during the continuance of this Licence to keep the encroachments if any as a whole in good repair order and condition to the satisfaction of the Secretary of State and so that the same shall not be or become a nuisance or annoyance to Her Majesty or her Successors or the Secretary of State or the owners or occupiers of adjoining property
- 3.3 Whenever this Licence shall be revoked or determined as hereinafter provided to remove the encroachments and to restore and reinstate the surface of the Freebord to its former state and condition to the satisfaction in all respects of the Secretary of State and if the Licensee shall make default in so doing it shall be lawful for the Secretary of State to do all such things as shall be necessary to effect such removal restoration and reinstatement and the Licensee shall on demand pay to the Secretary of State an amount equal to the cost reasonably incurred by the Secretary of State in effecting such removal restoration and reinstatement
- 3.4 To permit the Secretary of State and his agents servants workmen or nominees with or without vehicles at any time or times to enter upon the said premises and (if necessary) for the purpose of (i) inspecting cleaning and clearing the River and repairing the banks thereof (ii) ascertaining whether the obligations of the Licensee in relation to this Licence have been duly fulfilled and (iii) and other reasonable purpose connected with the encroachments the Freebord and the river
- 3.5 That no alteration or addition whatsoever shall be made to the encroachments which will in the opinion of the Secretary of State prejudicially affect the amenities of the Freebord without the previous consent in writing of the Secretary of State and to observe and perform the terms of such consent if given.
- 3.6 Not to carry out or permit or suffer to be carried out any building or other works which may cause damage to the freebord and to make good any damage caused to the entire satisfaction of the Secretary of State
- 3.7 To keep the Freebord in good order and condition as a garden laid to lawn with flower beds or in a natural state to the reasonable satisfaction of the Secretary of State provided Always that no trees are to be planted in the Freebord and no shrubs are to be planted in the Freebord or to cultivate it within four feet from the River.
- 3.8 That neither the Freebord nor any part thereof shall be used or enjoyed by any person other than the occupiers of the premises including the family and servants of such occupiers and shall not be used for any purpose whatsoever other than: -
 - 3.8.1 as a garden and.
 - 3.8.2 in such manner as shall not cause any nuisance or annoyance thereon and
 - 3.8.3 that (except as herein provided) no structure or thing (including without prejudice to the generality of the foregoing any services patio pathway storage shed or greenhouse for any purpose) whatsoever shall be constructed erected or placed on or under such land or any part thereof so that the Freebord and every part thereof shall be kept clear and open for such use as a garden as hereinbefore provided at all times
- 3.9 Not to permit any animals (other than normal household pets) to enter the Premises and not to form any cesspool thereon or create or cause any nuisance or annoyance thereon or do any act whereby the water of the River may be polluted.
- 3.10 Not to permit any grazing on the freebord

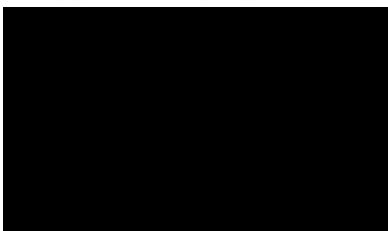
- 3.11 Not to dump any garden or domestic refuse on the freebord.
- 3.12 Not to cover infill or otherwise impede the flow of any interceptor ditch or to remove any existing trees or shrubs or any other features which may be of ecological importance including rushes reeds etc which may be growing on the edge of the said River or within any interceptor ditch.
- 3.13 Not to place any erection or fence or create any obstruction on the Premises or build any patios or jetties and not to take or take or use or permit or suffer to be taken or used any water from the River without the consent in writing of the Secretary of State and to observe any terms imposed by the Secretary of State as condition of such consent.
- 3.14 Not to use or permit the River or the Premises to be used for or in connection with fishing boating or bathing.
- 3.15 To use the said piece of Freebord for the purposes of quiet recreation only.
- 3.16 To be responsible for and to make good or pay compensation for any damage or injury (including injury resulting in death) to any person or property arising by reason of or which would have not occurred but for this Licence or anything done or purported to be done hereunder and to keep the Crown and the Secretary of State fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any such damage or injury And this indemnity shall extend and apply to all sums paid by the Crown or the Secretary of State so as to indemnify their servants against any claim made against them in respect of any such damage or injury and also to all sums payable (whether or not the payment thereof is legally enforceable) under any Statute Order regulation Instruction Warrant or other Government provision to any officer servant or agent of the Crown or the personal representatives or dependants of any such person in respect of any such damage or injury PROVIDED ALWAYS that the Secretary of State shall be at liberty to settle as he may think fit after consultation with the Licensee any such actions claims or demands by payment of such sum or sums as he in his discretion may consider reasonable and he may in his discretion after giving notice in writing to the Licensee cause any such damage to be made good and the expenses incurred by the Secretary of State in so doing or in making any such payment shall be repaid by the Licensee to the Secretary of State on demand PROVIDED NEVERTHELESS that the Licensee shall not be required to pay by way of indemnity any such sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case (it being agreed that an amount ascertainable under any Statute Order Regulation Instruction warrant or other Government provision is a sum reasonably so payable) and in particular (where the payment is legally enforceable) to the damages which might be recoverable at common law
- 3.17 Forthwith to effect and maintain an insurance covering all matters which are the subject of the indemnities and undertaking contained in this Licence and such other risks and perils as the Secretary of State shall in his absolute discretion require (subject in all cases to any excesses exclusions and limitations imposed by the insurers or underwriters and except always such risks as cannot reasonably be insured by the Licensee on satisfactory terms or at a reasonable premium or as the insurers or underwriters have refused to insure) in the sum of not less than Million Pounds (£1,000,000) in respect of any one incident and unlimited in total PROVIDED THAT nothing in this sub-clause shall be construed as limiting or affecting in any way the liability of the Licensee under any of the indemnities or undertaking entered into or given in this Licence or otherwise
- 3.18 To pay or cause to be paid on demand all premiums and sums of money necessary for the purpose of complying with the covenants set out herein and on demand to produce to the Secretary of State evidence that such policy of insurance remains in force

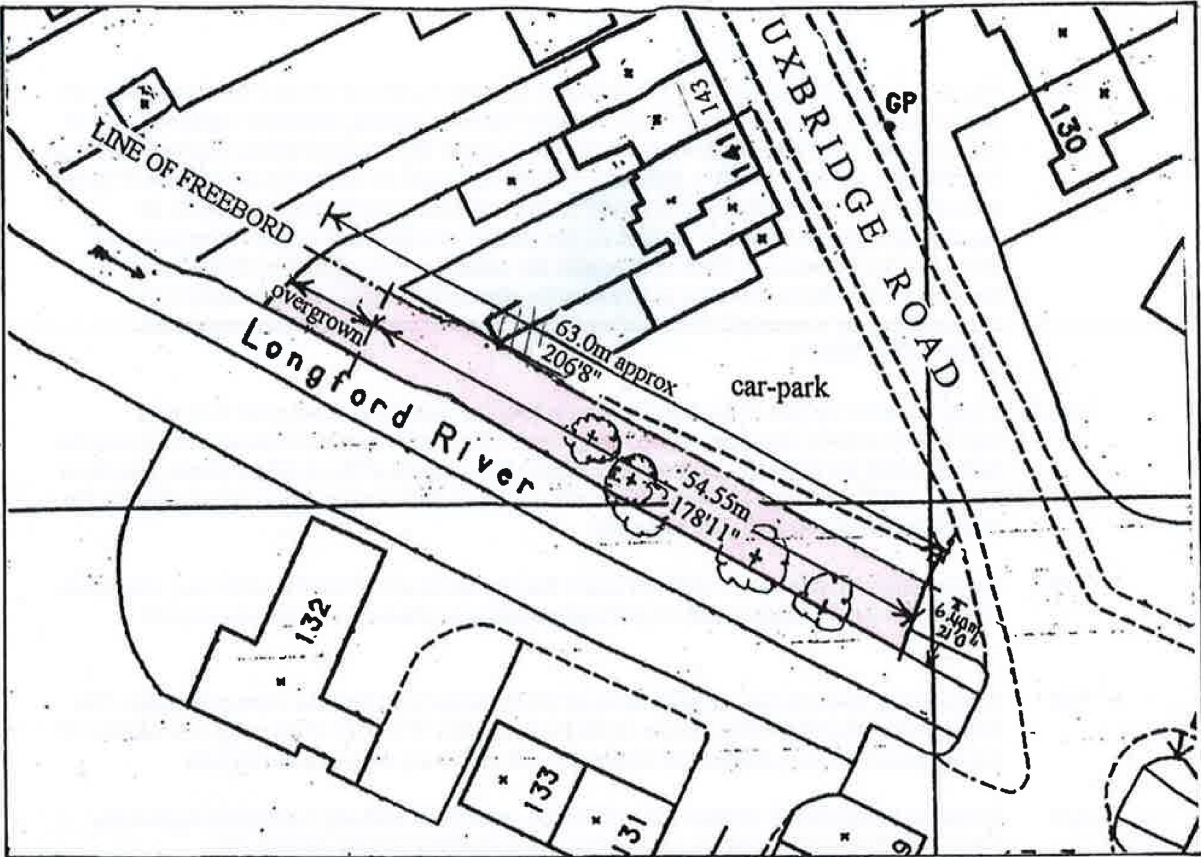
- 3.19 Not to part with his interest in the Premises or any part of them or let the Premises or any part (and in this sub-clause the expression Licensee expressly includes personal representatives of the Licensee) unless he has first terminated this Licence and removed all the encroachments or has obtained the consent of the Secretary of State who shall be entitled as a condition of giving such consent to require that any successor in title (including any tenant) enters into an Agreement with the Secretary of State on the same or similar terms as this Agreement and thereafter the Secretary of State shall release the Licensee from all further obligations hereunder but without prejudice to any existing rights of action or remedies against the Licensee for any antecedent breach of any of the terms or conditions herein contained
PROVIDED THAT :-
- 3.19.1 if any successor in title of the Licensee (including any tenant) does not enter into such Agreement with the Secretary of State as provided for herein then this Licence shall terminate forthwith and the Secretary of State may require the removal of the encroachments (insofar as they are within or form part of the Freebord) subject to the Licensee being responsible for the costs involved in removing the same and
- 3.19.2 the provisions of this clause shall not imply that the Secretary of State is under any obligation to grant any future Licence and are without prejudice to Clause 4.2 of this Agreement
- 3.20 Immediately upon the sale or disposition of the Premises to inform the estates Manager, The Royal Parks, The Old Police House, Hyde Park, London W2 2UH of the name and address of the purchaser or other dispoonee in respect of each and every such sale or disposal
- 3.21 To pay to the Secretary of State a fee of £30.00 plus VAT and any reasonable legal costs incurred in connection with the preparation and completion of this Agreement

4 AGREEMENT AND DECLARATIONS

- 4.1 The Licensee hereby acknowledges that he has and claims no estate or interest whatsoever in or right over the Freebord or the site of it or any part of it or apart from this Licence any right to maintain the encroachments or any of them or any part of them and that he enjoys the encroachments with the consent of the Secretary of State and shall not by the enjoyment thereof acquire any absolute or indefeasible title or other right to enjoy them or other right thereto
- 4.2 It shall be lawful
- 4.2.1 for the Secretary of State at any time to terminate this Licence by giving notice in writing to the Licensee without making any compensation for any outlay made by the Licensee in connection with the Premises or the encroachments and
- 4.2.2 for the Licensee at any time to terminate this Licence by giving to the Secretary of State not less than one months previous notice in writing that he no longer requires the privileges granted by this Agreement and
- 4.3 The Licence Fee shall be subject to increase by periodic review

As witness our hand this ... 16th ... day of ... July ... Two Thousand One








LOCATION PLAN Scale = 1/625



ELEVATION TO THE LONGFORD RIVER
Scale = 1/200

Freebord land shown thus 
 Licensee's property shown thus ... 
 Windows gaining light and air
 from freebord land 

FREEBORD

**ESTATE MANAGEMENT SECTION
 THE ROYAL PARKS
 THE OLD POLICE HOUSE, HYDE PARK, LONDON W2 2UH.**

DRWG No

**141 UXBRIDGE ROAD
 HAMPTON HILL.**

SURVEYED BY: JA

DRAWN BY : JA

L619

DATE: JANUARY 1995

AMENDED

SCALE: 1/625

Spatial Planning and Design
London Borough of Richmond Upon Thames

By Email: localplan@richmond.gov.uk



ros@solveplanning.co.uk
solveplanning.co.uk

24 July 2023

Dear Sir/ Madam

**Regulation 19 Plan Consultation
Representations in relation to Metropolitan Open Land Boundary at 141 Uxbridge
Road Hampton TW12 1BL**

We write on behalf of the owner of 141 Uxbridge Road, Hampton, TW12 1BL to make representations on the accuracy of the Metropolitan Open Land (MOL) boundary on the Regulation 19 Policies Map where it relates to their property at 141 Uxbridge Road Hampton, TW12 1BL. The relevant extract is shown at Figure 1.



Figure 1: Extract from Regulation 19 Policies map showing MOL boundary



The strip of land adjoining the Longford River to the south west of our client's property, is subject to a Royal Parks Agency freebord license which is included at Appendix A. The error in the MOL boundary evidently stems from the wrong line for the freebord boundary being taken from the map attached to the license. This error has then been repeated. The correct and incorrect lines are annotated on the freebord map at Figure 2.

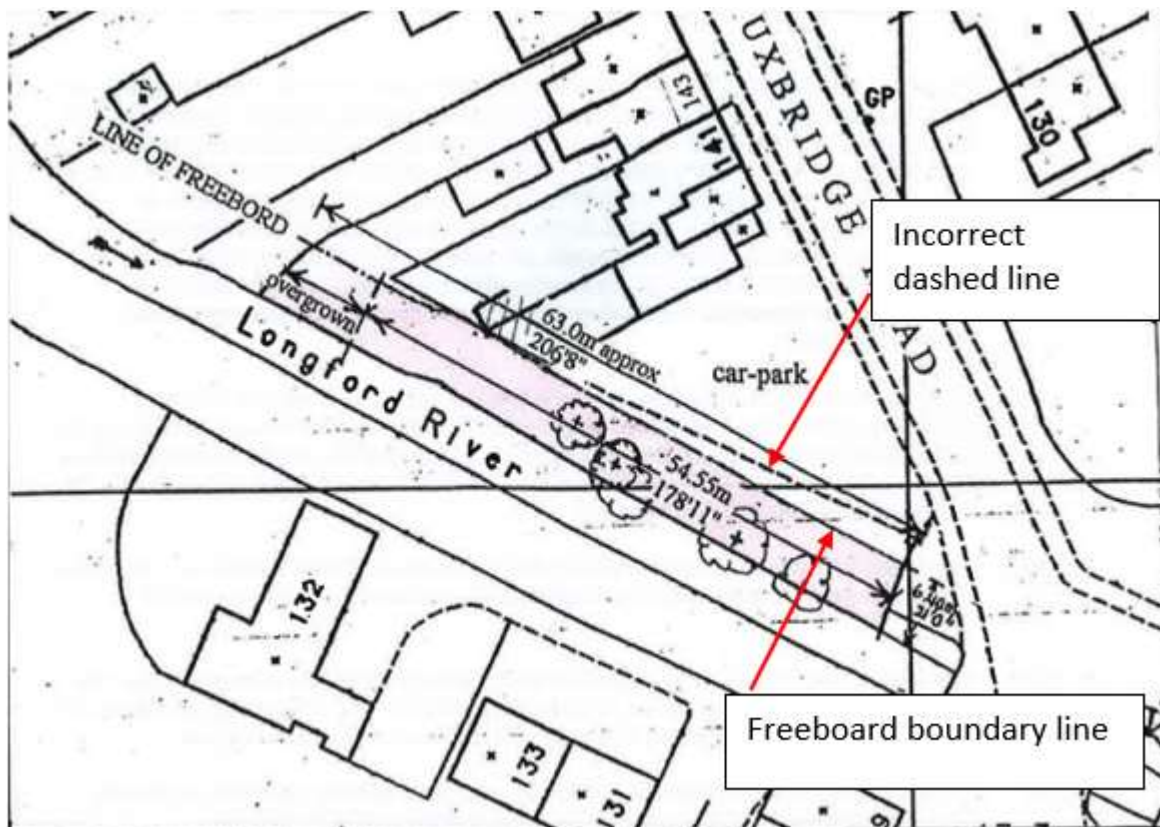


Figure 2: Extract from Freebord License Map

The line was evidently drawn in the belief that it was the boundary of the Royal Parks Freebord area but that in error, the wrong line (of two very similar ones) was chosen. By looking at the length of this side of the MOL boundary, it was clearly unintentional in that as drawn, it's inconsistent, illogical and unjustified. As part of the Local Plan process there is now a simple way to correct this error.

The MOL comprises fields and an adjoining waterway which is part of Royal Parks land. There is no other privately owned or brownfield land included in the MOL, except this tiny sliver of tarmac forming part of our client's private car park.

The Aerial View at Figure 3 shows the approximate line of the Freebord boundary and the private car park that the Reg 19 MOL boundary cuts across.



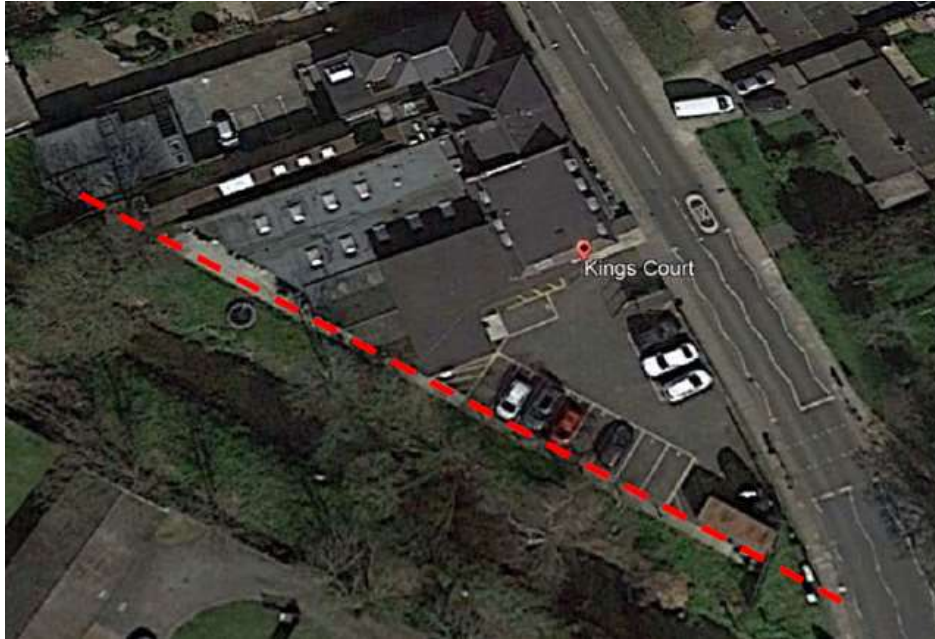


Figure 3 – Google Maps Aerial View

The historic map extract from 1945 at Figure 4 shows clearly that there has historically been built form up to the boundary with the royal park land and a clearly defined boundary which follows what should be the correct boundary of the MOL.

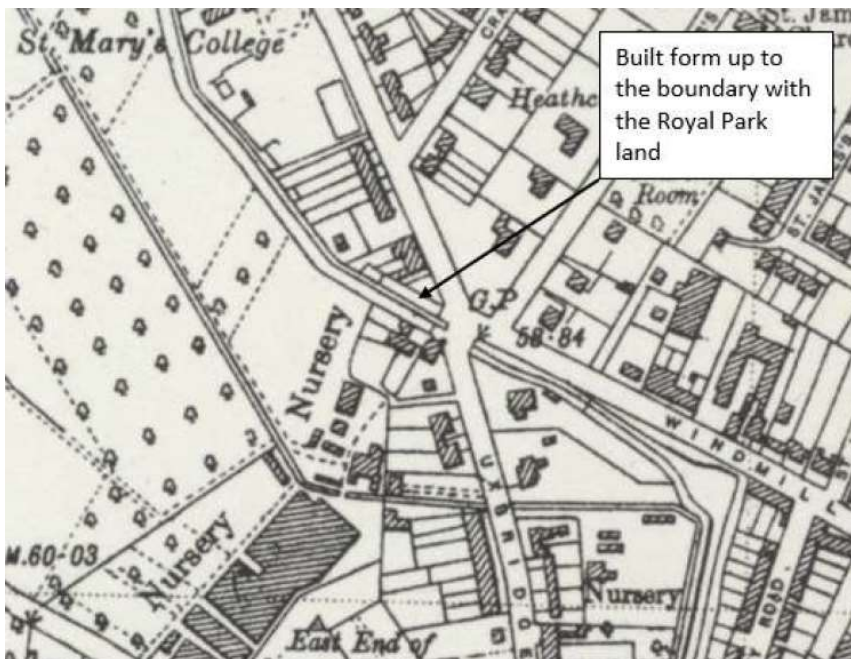


Figure 4 – Extract from Middlesex Sheet XXV.NE

London Plan 2021 Policy G3 (Metropolitan Open Land) sets out the criteria for designating Metropolitan Open Land as set out below:

Boroughs should designate MOL by establishing that the land meets at least one of the following criteria:



1) it contributes to the physical structure of London by being clearly distinguishable from the built-up area

2) it includes open air facilities, especially for leisure, recreation, sport, the arts and cultural activities, which serve either the whole or significant parts of London

3) it contains features or landscapes (historic, recreational, biodiverse) of either national or metropolitan value

4) it forms part of a strategic corridor, node or a link in the network of green infrastructure and meets one of the above criteria.

The site clearly forms part of the built-up area and has done for decades. There is no public access to the site, and it provides no open-air facilities. It contains no landscape features and does not form part of a strategic corridor, node or link in the network of green infrastructure.

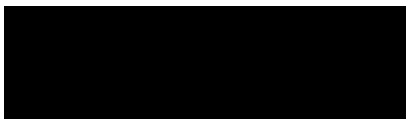
It does clearly adjoin a strategic corridor, however the boundary to this is clearly defined by the Royal Park land and does not include the private car parking of the proposal site.

There is compelling evidence therefore that the sliver of our client's land has been included in the draft MOL boundary in error and that there is no logic for its inclusion within it, given the boundary has remained the same for decades, either as built form or as an area of hardstanding used for car parking.

The line of the MOL boundary has clearly been drawn incorrectly and this has only become apparent as part of application discussions in relation to a new dwelling on our client's private land. That the MOL is well established, or that the error has been repeated is irrelevant.

We therefore respectfully request that the Council correct this error before the Local Plan is submitted to the Secretary of State for examination on the basis that it is unjustified.

Yours faithfully



Rosalind Gall MA MRTPI
Associate Director

