

Brentford Walks Hearing Statement in response to EX54 Brentford Docks Note

Main Matter 7 – Green & Blue Infrastructure, Community Infrastructure and Environmental Quality

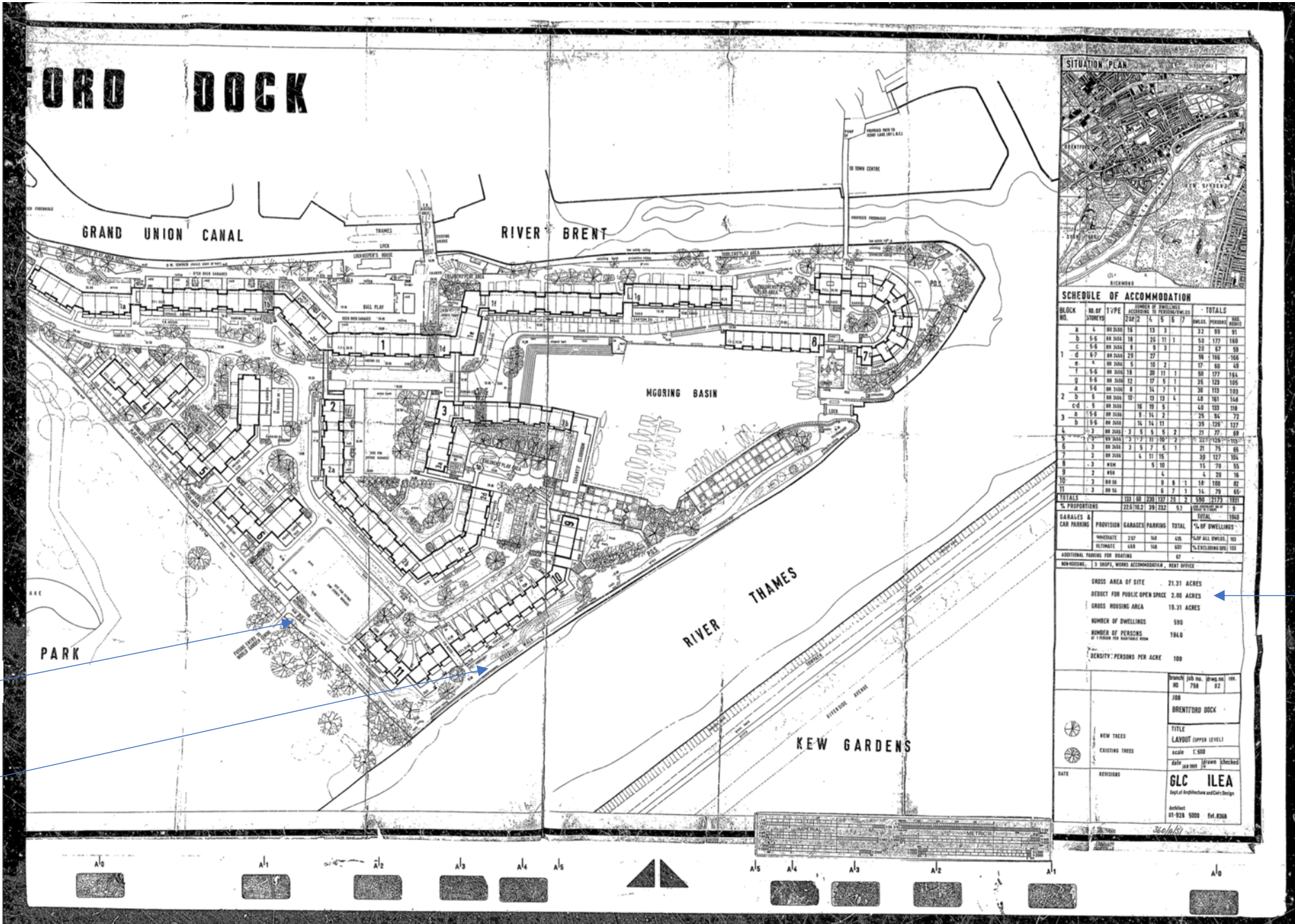
Council to undertake research to document the available evidence of the planning history of the Brentford Docks site, including any formal planning designations relating to open space adopted in previous development plans.

1. **With regard to evidence of planning history**, the EX54 Brentford Docks Note references the resolution for approval of the former Brentford Dock for residential purposes and public open space (POS) on 26 April 1978, and the 1.24 acres of POS is shown on the Plans in Appendix 3.
2. The note fails to reference or document the original planning permission 29 May 1970 overleaf (provided to Brentford Walks by Hounslow Council 9.4.24), showing 2.00 acres of POS and Riverside Walk.
3. The EX54 Brentford Docks Note provides no reference or evidence explaining the decisions made to reduce the POS from 2 acres to 1.24 acres.
4. At 2.1 of the Note, the table shows that this public open space, permitted as part of the original planning permission 29 May 1970 and as part of the revised planning permission 26 April 1978, has not been designated as Open Space in the Local Plans/Development Plans overtime.

In relation to the 2015-2030 Hounslow Local Plan (adopted Local Plan) the notes fail to document that the POS in Brentford Dock is referred to as a 'viewing point pocket park' in the Urban London Borough of Hounslow Urban Context and Character Study 2014. Pocket Parks constituted an Open Space categorisation in the then London Plan 2011.

[Pocket Parks as defined in London Plan 2011: Small areas of open space that provide natural surfaces and shaded areas for informal play and passive recreation that sometimes have seating and play equipment. Size guide line 0.4ha; distance from homes: less than 400m]

5. Local Plan Policy GB2 states that Local Open Space will be protected and enhanced by 'designating and protecting Local open Space as shown on the Policies Map, in line with the NPPF and the London Plan'. The Note does not explain or give any valid justification why Brentford Dock's 0.5 hectares of POS, permitted as part of development, has not been included in the current Open Space evidence base; why it has not been designated nor identified on the Policies Map, now or historically.



SCHEDULE OF ACCOMMODATION

BLOCK NO.	NO. OF STOREYS	TYPE	NUMBER OF DWELLINGS ACCORDING TO PERSONS PER FLOOR							TOTALS		
			2	3	4	5	6	7	DWELLINGS	PERSONS		
a	4	BR 30/50	16	13	3					32	99	91
b	4-6	BR 30/50	18	25	11	1				55	177	160
c	4-6	BR 30/50	8	5	3					16	47	59
1	d	6-7	BR 30/50	29	27					56	166	166
	e	BR 30/50	5	10	2					17	60	49
	f	4-6	BR 30/50	18	20	11	1			50	177	164
	g	4-6	BR 30/50	12	17	5	1			35	123	105
	h	4-6	BR 30/50	8	14	7	1			20	73	70
2	b	5	BR 30/50	10	13	13	4			40	161	144
	c-d	5	BR 30/50	16	19	5				40	139	118
3	a	15-6	BR 30/50	8	14	2				24	84	72
	b	15-6	BR 30/50	16	14	11				41	139	127
4	-3	BR 30/50	3	5	5	2				21	77	69
5	-3	BR 30/50	3	7	11	10	2			33	126	115
6	-3	BR 30/50	3	5	7	5	1			21	75	65
7	-3	BR 30/50	4	11	15					30	127	104
8	-3	BR 30/50	5	10						15	70	55
9	-2	BR 30/50	4	4						8	28	16
10	-3	BR 30/50	8	8	1					17	100	82
11	-3	BR 30/50	6	7	1					14	79	67
TOTALS			133	181	137	28	2	5	1	500	1719	1527

% PROPORTIONS	22/10/21	20/12/2	5/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
GARAGES & CAR PARKING	PROVISION	GARAGES	PARKING	TOTAL	% OF DWELLINGS	TOTAL	TOTAL					
	IMMEDIATE	247	148	495	100%	ALL DWELLINGS	100					
	ULTIMATE	488	148	636	127%	EXCLUDING SPILL	127					
ADDITIONAL PARKING FOR TRADING	40											
NON-RESIDENTIAL: 1'S SHOPS, WORKS ACCOMMODATION, REAR OFFICE												

GROSS AREA OF SITE	21.31 ACRES
DEDUCT FOR PUBLIC OPEN SPACE	2.00 ACRES
GROSS HOUSING AREA	19.31 ACRES
NUMBER OF DWELLINGS	500
NUMBER OF PERSONS	1760
DENSITY: PERSONS PER ACRE	100

NEW TREES	BRAND	JOB NO.	DRWG. NO.	REV.
	EXISTING TREES	208	02	
BRENTFORD DOCK				
TITLE				
LAYOUT (UPPER LEVEL)				
SCALE 1:500				
DATE				
REVISIONS				
GLC ILEA				
Dept of Architecture and Civic Design				
11-1224 5000 Ext. 8308				

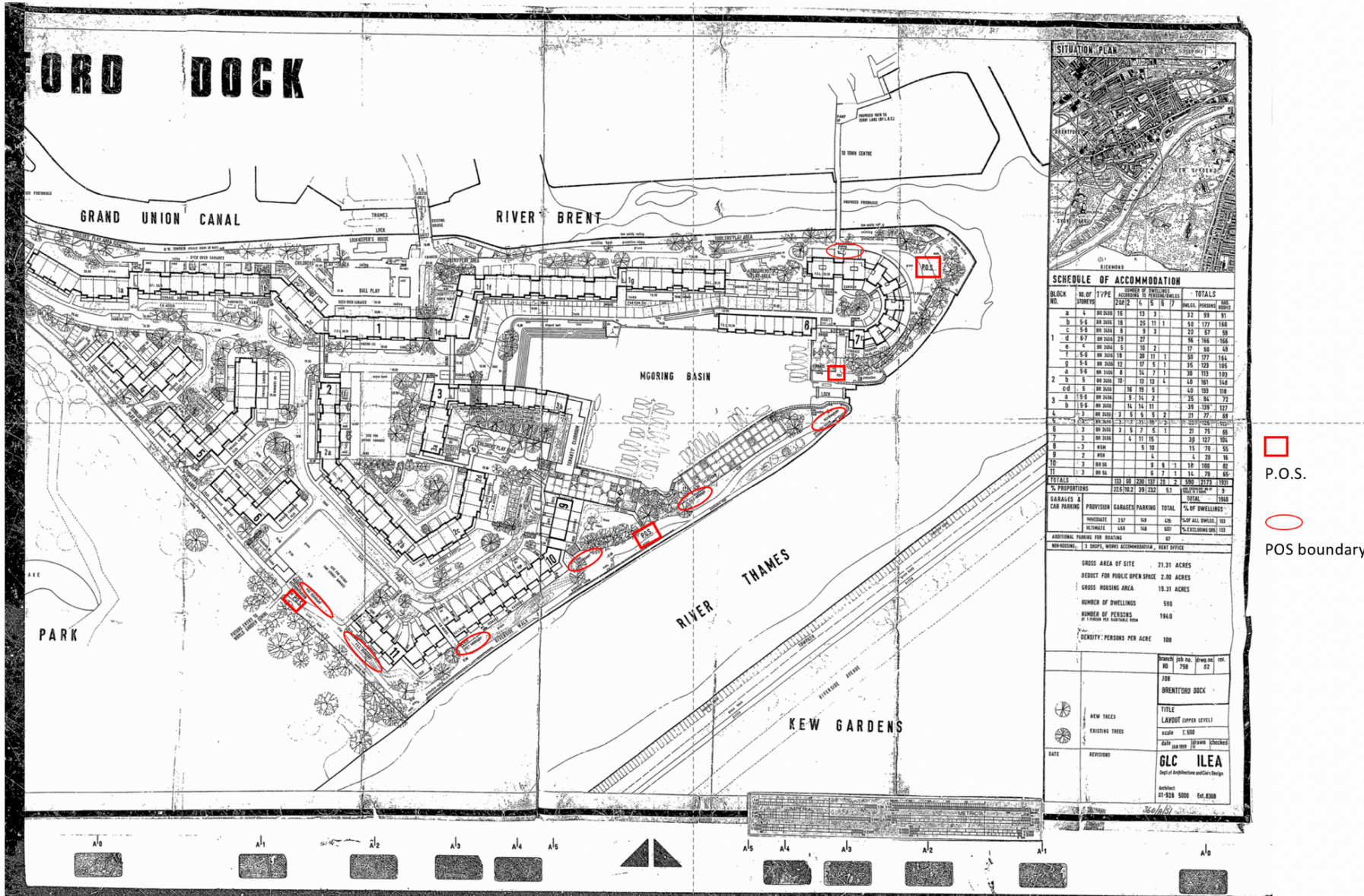
Original planning permission 29 May 1970

Public Open Space 2.00 acres

POS

Riverside Walk

Original planning permission 29 May 1970 with Public Open Space (POS) and POS boundary highlighted in red



6. Plans are ‘sound’ if they are consistent with national policy. NPPF (2023). Failure to designate and protect this POS is inconsistent with paragraphs 104 – 106 and 181. The POS at Brentford Dock should be designated to make the Plan sound.

<p>Para 104</p>	<p>Planning policies and decisions should protect and enhance public rights of way and access, including taking opportunities to provide better facilities for users, for example by adding links to existing rights of way networks including National Trails.</p>	<p>The Local Plan fails to:</p> <ul style="list-style-type: none"> • protect the POS at Brentford Dock and right of access • fails to realise the potential to link the POS to the Thames Path National Trail
<p>Para 105</p>	<p>The designation of land as Local Green Space through local and neighbourhood plans allows communities to identify and protect green areas of particular importance to them. . . . Local Green Spaces should only be designated when a plan is prepared or updated, and be capable of enduring beyond the end of the plan period.</p>	<p>This open space is of particular importance to the local community of Brentford.</p> <p>The Council has failed historically to designate and protect this POS, now is the time to designate it as part of preparing this Local Plan.</p> <p>The Legal Agreements provided as part of Brentford Walks evidence that this POS is capable of enduring beyond the end of the plan period (Transfer of Freehold Agreement 5 August 1991 and Even Date Agreement regarding provision for the open space land)</p>
<p>Para 106</p>	<p>The Local Green Space designation should only be used where the green space is:</p> <ol style="list-style-type: none"> a) in reasonably close proximity to the community it serves; b) demonstrably special to a local community and holds a particular local significance, for example because of its beauty, historic significance, recreational value (including as a playing field), tranquillity or richness of its wildlife; and 	<p>The POS at Brentford Dock satisfies all the criteria for Local Green Space</p>

	c) local in character and is not an extensive tract of land.	
Para 181	Plans should: distinguish between the hierarchy of international, national and locally designated sites; allocate land with the least environmental or amenity value, where consistent with other policies in this Framework; take a strategic approach to maintaining and enhancing networks of habitats and green infrastructure; and plan for the enhancement of natural capital at a catchment or landscape scale across local authority boundaries.	The POS at Brentford Dock is a local amenity but should also be acknowledged and protected for its national and international value and views, due to its location on the River Thames, with landscape views across to Kew Royal Botanic Gardens (UNESCO World Heritage site)

7. The Even Date Agreement 5 August 1991 (shown overleaf) states that ‘the public shall at all reasonable times have access to and be permitted to use and enjoy the land shown hatched blue on the plan annexed hereto’. The blue hatched area is illustrated in Appendix 2 page 10 of the EX54 Note. The letter from LBH (20 January 2026) and the opening of the POS by Brentford Dock Limited (BDL) on 1 February 2026 demonstrates that the planning approval of POS and public access to it is binding and that this POS will endure beyond the Plan period.

50p



THIS AGREEMENT made this *Fifteenth* day of *August* One thousand nine hundred and ninety one BETWEEN ESTMANCO (BRENTFORD DOCK) LIMITED whose registered office is at 2 Justin Close Brentford Middlesex (hereinafter called "the Company") of the one part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HOUNSLOW of The Civic Centre Lampton Road Hounslow Middlesex TW3 4DN (hereinafter called "Hounslow") of the other part is supplemental to an Agreement made the First day of August One thousand nine hundred and seventy eight between the Greater London Council of the one part and the Company of the other part as varied by an Agreement made the Twenty ninth day of March One thousand nine hundred and ninety between The London Residuary Body of the one part and the Company of the other part

NOW THIS DEED W I T N E S S E S AND IT IS HEREBY AGREED as follows:

1. IN pursuance of the said Agreements and in consideration of the covenants hereinafter contained and on the part of Hounslow to be performed and observed the Company HEREBY AGREES that the public shall at all reasonable times have access to and be permitted to use and enjoy the land shown hatched blue on the plan annexed hereto
2. FOR the avoidance of doubt IT IS HEREBY DECLARED that the access provided for by Clause 1 above includes access from each of the two parts of the open space land to the other across the lock gates as indicated on the plan and between those gates and the open space land by the most

direct route or by such sufficiently wide and convenient route as the Company or its lessee of the adjoining mooring basin may provide for this purpose

The Common Seal of Estmanco)
(Brentford Dock) Limited)
was hereunto affixed in the)
presence of:)



Director *Jennie Rogers*
Secretary *Jane Cody*

The Common Seal of The Mayor)
and Burgesses of the)
London Borough of Hounslow)
was hereunto affixed in)
the presence of:)



Rob Ham
Mayor
Director of *W. Hill* ~~Administration~~ and ~~Support Services~~ *Legal Services*

SEAL REG. No. *9/2334*

- 8. The Local Plan evidence identifies a deficit of open space in Brentford, within a 10-15 minute walk. The failure of Hounslow Council to designate this open space historically has contributed to the failure and ineffectiveness of the Council to protect both the POS and public access to it. Historically, public access has not been an issue. However it is now following the erection of gates by BDL in June 2023, in breach of all planning and legal agreements, signed by both BDL and the London Borough of Hounslow (LBH).

9. To be clear regarding the history of Brentford Dock, it was public land owned by the GLC in the late 1960s. POS was granted in the Original Planning Permission 29 May 1970, and in the Revised Planning Permission 26 April 1978; LBH and BDL signed the Transfer of Freehold Agreement and Even Date Agreement 5 August 1991, securing the POS and public access. This was public land before development; the POS and public access was granted as part of the planning permissions for development. LBH has a statutory responsibility to protect this POS and public access in line with NPPF paragraphs 104-106 and 181, and London Plan policy G4. This POS was intended for the enjoyment of all, (not just for the Brentford Dock residents) and public access should be protected for all.
10. It is evident from the EX54 Note that the open space has not been designated in the Local Plans, and no clear reason has been given for why 0.5 hectares of open space has not been designated and why it is missing from the Open Space Evidence Assessment and the Policies Map, historically. Whatever the reason for the omission, there is now a clear and urgent need and now is the time for due diligence and to designate through the Local Plan process.
11. Brentford Walks requests that this 0.5 ha of POS is given an appropriate Open Space designation, it fulfils all the criteria for designation as Local Green Space (NPPF para 106) and should be part of the green and blue network and All Green Grid. Failure to protect this open space and public access is inconsistent with national and regional policy and makes the plan unsound.
12. BDL closed access to the POS in June 2023, in breach of the Original Planning Permissions granted in 1970, revised Planning Permission granted in 1978, the Transfer of Freehold and Even Date Agreements 5 August 1991 securing the POS and public access to it. The Council has to this date failed to effectively restore full, accessible public to this open space through planning, enforcement or legal action.
13. This Local Plan designation is essential to protect this open space, permitted through development, now and in perpetuity.

Provision of any other explanation or details relevant to the status of access/public right of way to the Brentford Docks site insofar as capable of being disclosed at this stage, noting the separate Brentford Walks proposal for a Definitive Map Modification Order has yet to be determined.

14. The EX54 Note fails to reflect the letter sent by the Council to Brentford Dock solicitors on 20 January 2026 (below) or update on the Council's stance and action taken since then.



**London Borough
of Hounslow**

Legal Hub, Finance and Resources

**Hounslow House
7 Bath Road
Hounslow TW3 3EB**

Birketts LLP
Providence House
141-145 Princes Street
Ipswich IP1 1QJ
BY EMAIL ONLY

E-Mail: legal.hub@hounslow.gov.uk
Matter Ref: kt/587

Date: 20 January 2026

FAO: Camilla Rhodes and David Upton

Without prejudice

Dear Sirs

Re: Public access to open space at Brentford Dock, TW8 8QR

Thank you and your client for your letter of 19 December 2025 setting out your client's intended arrangements for public access to the land hatched blue in the Open Space Agreement (the "Public Open Space"). Notification of your client's acceptance that public access needs to be restored in line with the Agreement is appreciated. It is imperative that public access is restored without further delay.

We respond below to your proposed arrangements although before doing so confirm that any communication or action regarding the said Agreement will not and cannot prejudice the Council's statutory functions including as local planning authority, highway authority, or as surveying authority for which the DMMO application is pending determination.

The Council has considered your client's proposed terms of public access to the Public Open Space. The following points arise:

1. The Council has quite properly been content to allow a reasonable period of time for your client: to consider your legal advice following receipt of the Agreement from the Council on 24 September; to resolve the insurance issue following our meeting with your client on 4 December; to make pertinent decisions in line with its constitution; and to update the estate residents. The Council understands that the only matter now outstanding is notification of estate residents by the company board, which is to be undertaken this week. It is therefore disappointing that your client has still not provided a date for access, let alone enabled public access. Instead, in your letter of 13 January the Council is informed access is still not possible as on-site works are required to facilitate such. This further delay is totally unreasonable. Access could immediately be secured in line with your client's intentions, as set out on 19

December, simply by unlocking the relevant gate. Although it is not at all apparent that there is actually a need for work, any possible work could and should be undertaken alongside public access, not least because the Agreement requires the open space to remain unbuilt and to be kept open (see 1991 Transfer clause 6(v)). If your client's position is that the work is essential and cannot be undertaken alongside public access, please do provide us with details to warrant such a stance.

2. Further, by your email of 14 January, you have informed us that your client is now (only) committed to "*providing the Council with a date by 23 February by which open space will be made available to the public*". Unfortunately, again this adds to concerns raised with the Council that your client is procrastinating. It is reasonable to expect your client to be in a position by now, to actually provide access, rather than to simply commit to providing, over 2 months beyond your letter of 19 December, some future date.
3. Setting aside the Council's view on the requirements of the Agreement which we detail below, public access as per your client's own intended route and timings, should be possible no later than 1 February 2026. Thus, we ask that you let us know by the end of the week, namely by Friday 23 January 2026 whether your client will permit access by 1 February 2026 or not. As indicated above, if your client will not permit access, we do need to understand why the access cannot be permitted by 1 February and the specific date from when public access will actually be permitted by your client. If we do not receive this information, unfortunately it will only fuel the view that your client is not, in practice, committed to complying with the Agreement. We hope not to find ourselves in that position. Indeed, the Council still wants to resolve the matter amicably. However, in the absence of any constructive action from your client in practice, the Council will have little choice but to initiate enforcement action. We encourage your client to actively co-operate with the Council to resolve the matter. Implementing your client's own proposal by 1 February will help illustrate your client is genuinely committed to meeting its contractual obligations.
4. Turning to the Council's view as to the requirements upon your client, we draw your attention to the Agreement. Clauses 1 and 2 provide [*emphasis added*]:

*the "public shall at **all** reasonable times have access to and be permitted to use and enjoy the land";*

and also that:

*"the access provided for ... includes **access from each** of the two parts of the open space land to the other across the lock gates as indicated on the plan and between those and the open space land by the most direct route or by such sufficient wide and convenient route as the company or its lessee of the adjoining mooring basin may provide for this purpose".*

5. Your client's public access proposal clearly fails to meet these obligations. In summary, the proposed arrangements:
 - (i) comprise only stepped access from Augustus Close, thereby inevitably preventing members of the public who cannot walk, from visiting the Public Open Space;

- (ii) only provide for one way in and out to access both areas, whereas the access needs to be from each of the two areas and not just to each other via the lock gates; and
 - (iii) limit access from 9am to 4pm such period being significantly shorter than daylight hours for the majority of the year, particularly from 1 March to 30 September and thus does not meet the requirement for access at all reasonable times.
6. To resolve point (i), it is apparent that there are level walkways to both parts of the open space which are also sufficiently wide and convenient to facilitate access by foot, including by persons with pushchairs etc and those who may not be able to manage such a significant number of steps. Restricting the access to a stepped route, is clearly not compatible with the Agreement. Turning to point (ii), additional access (by foot) from the Dock Road entrance, along the main path running parallel to the River Brent towards the northern segment of open space and which currently provides a level access, would also clearly provide the most direct route and a sufficiently wide and convenient access, to the northern section of Public Open Space.
7. As mentioned in our meeting with your client on 4 December, access (a) by means of a circular route reflecting (only) the green route shown in the map accompanying the definitive map modification application and / or the 1970s approved plans, and (b) from sunrise to sunset, would be in accordance with the Agreement. If it assists to allay concerns, the Council would also be content to enter into a deed of variation to the current Agreement, setting out very specific terms for public access, including occasions when your client might limit public access.

In summary, it is clear that the arrangements set out in your letter of 19 December do not suffice. Access on such a limited basis will be in breach of the Agreement. Consequently, please seek instructions from your client on the above points. The Council also specifically seeks your client's agreement to the proposal in point 7. If your client will not agree to such, please detail what alternative arrangements it considers appropriate taking account of the points we have raised.

As indicated above, without prejudice to its firm position that your client's proposal is not consistent with its contractual obligations, purely as an interim arrangement, the Council is open to your client enabling public access, at least in line with your client's own stated route and times, from 1 February 2026. The purpose of such an interim arrangement is to (i) secure some form of public access immediately as your client recognises is required; and (ii) enable your client to further consider its position and reach agreement with the Council. In respect to timescales for such further consideration, it is imperative that substantive progress is made by the parties to settle the specific arrangements for access, by the end of March at the very latest. If this does not prove possible, legal proceedings will be pursued by the Council against your client to secure compliance with the Agreement. We note your client proposes to keep its intended arrangements under review and as such, the sooner your intentions for public access are implemented in practice, the better.

As mentioned to you on 15 January, we met with representatives of Brentford Walks later that day to update them on the Public Open Space and also the associated DMMO application. As agreed with you further to your request, we did not discuss the specific

terms of your proposal simply advising that we have been in discussion with you and your client and that we understood your client would be contacting the estate residents later this week regarding the matter of the open space. Also, as we explained in our conversation, whilst we note your client's proposal of 19 December is without prejudice to its position regarding any possible future litigation on the matter, the correspondence cannot remain confidential to the Council. The Council will need to provide details of your client's proposed arrangement particularly if such is requested or material to any matter under consideration, not least taking account of the Council's freedom of information disclosure obligations.

We look forward to hearing from you again at your very earliest convenience. We highlight the importance of your client enabling public access at least in line with your letter of 19 December by 1 February and that arrangements for access need to be properly resolved by the end of March.

Yours faithfully,
Benita Edwards
Director of Governance and Law