

PLANNING SERVICES APPLICATION

CONSULTATION SHEET

APPLICANT:

Ian Doolan, Borough Valuer,
Valuers Department,
2nd Floor, Library Building,
Hornton Street, London,
W8 7NX

WSE

APPLICATION NO: PP/00/02784

APPLICATION DATED: 29/11/2000

DATE ACKNOWLEDGED: 6 December 2000

APPLICATION COMPLETE: 05/12/2000

DATE TO BE DECIDED BY: 30/01/2001

SITE: Old Ferry Wharf, adjacent to Cremorne Gardens, Lots Road, S.W.10
PROPOSAL: Change of use of a currently moored boat from storage use to residential use (Council's Own Development)

ADDRESSES TO BE CONSULTED

1. 106 Chayne Walk
- 2.
- 3.
4. ~~CREMORNE GARDENS~~
5. 1 ~~LOTS ROAD~~ STET
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

(59)
✓

CONSULT STATUTORILY

- HBMC Listed Buildings
- HBMC Setting of Buildings Grade I or II
- HBMC Demolition in Conservation Area
- Demolition Bodies
- DoT Trunk Road - Increased traffic
- DoT Westway etc.,
- Neighbouring Local Authority *WANDSWORTH*
- Strategic view authorities
- Kensington Palace
- Civil Aviation Authority (over 300') *7/12*
- Theatres Trust
- The Environment Agency
- Thames Water
- Crossrail
- LRT/Chelsea-Hackney Line *7/12*

ADVERTISE

- Effect on CA
- Setting of Listed Building
- Works to Listed Building
- Departure from UDP
- Demolition in CA
- "Major Development"
- Environmental Assessment
- No Site Notice Required
- Notice Required other reason
- Police
- L.P.A.C
- British Waterways
- Environmental Health
- GLA
- Govt Office for London

✓
BB
7/12

DEVELOPMENT CONTROL

TECHNICAL INFORMATION

THE ROYAL
BOROUGH OF



KENSINGTON
AND CHELSEA

ADDRESS OLD FERRY WHARF,
ADJACENT TO CREMORNE GARDENS,
LOTS ROAD SW10

POLLING DISTRICT SA

PP002784

- | | | | |
|-----|--|--------|--|
| HB | Buildings of Architectural Interest | LSC | Local Shopping Centre |
| AMI | Areas of Metropolitan Importance | AI | Sites of Archeological Importance |
| MDO | Major Sites with Development Opportunities | SV | Designated View of St Paul's from Richmond |
| MOL | Metropolitan Open Land | SNCI | Sites of Nature Conservation Importance |
| SBA | Small Business Area | REG 7 | Restricted size and use of Estate Agent Boards |
| PSC | Principal Shopping Centre (Core or Non-core) | ART IV | Restrictions of Permitted Development Rights |

Conservation Area	HB	CPO	TPO	AMI	MDO	MOL	SBA	Unsuitable for Diplomatic use	PSC		LSC	AI	SV	SNCI	REG 7	ART IV
									C	N						
21				✓				✓								

Within the line of Safeguarding of the proposed Chelsea/Hackney underground line
Within the line of Safeguarding of the proposed Eastwest/Crossrail underground line

Density	
Site Area	
Habitable rooms proposed	
Proposed Density	

Plot Ratio	
Site Area	
Zoned Ratio	
Floor Area proposed	
Proposed Plot Ratio	

Daylighting	Complies	
	Infringes	

Car Parking	Spaces required	
	Spaces proposed	

Notes:

Royal Borough of Kensington and Chelsea
GGP Point in Polygon Search Results
Corporate Land and Property Gazetteer

	106	Cheyne Walk	SW100DG
Aku Aku	106	Cheyne Walk	SW100DG
Alderley	106	Cheyne Walk	SW100DG
Amari	106	Cheyne Walk	SW100DG
Anlaby	106	Cheyne Walk	SW100DG
Antje	106	Cheyne Walk	SW100DG
Black Hoe	106	Cheyne Walk	SW100DG
Blue Moon	106	Cheyne Walk	SW100DG
Bluebell li	106	Cheyne Walk	SW100DG
Broedertrouw 2	106	Cheyne Walk	SW100DG
Buccaneer	106	Cheyne Walk	SW100DG
Chairman	106	Cheyne Walk	SW100DG
Colne Denton	106	Cheyne Walk	SW100DG
Dinty Moore	106	Cheyne Walk	SW100DG
Diogenes	106	Cheyne Walk	SW100DG
Dromend	106	Cheyne Walk	SW100DG
Eagle	106	Cheyne Walk	SW100DG
Encantada	106	Cheyne Walk	SW100DG
Esperance	106	Cheyne Walk	SW100DG
Ethelwood	106	Cheyne Walk	SW100DG
Fleetside	106	Cheyne Walk	SW100DG
Galapagos	106	Cheyne Walk	SW100DG
George	106	Cheyne Walk	SW100DG
Gloriana	106	Cheyne Walk	SW100DG
Hippo	106	Cheyne Walk	SW100DG
Isis	106	Cheyne Walk	SW100DG
John Clare	106	Cheyne Walk	SW100DG
Joseph Conrad	106	Cheyne Walk	SW100DG
Judith	106	Cheyne Walk	SW100DG
Karrina	106	Cheyne Walk	SW100DG
Kingsgate	106	Cheyne Walk	SW100DG
London Lorien	106	Cheyne Walk	SW100DG
Macaulay	106	Cheyne Walk	SW100DG
Mallard	106	Cheyne Walk	SW100DG
Midnight Star	106	Cheyne Walk	SW100DG
Moby Dick	106	Cheyne Walk	SW100DG
Morning Star	106	Cheyne Walk	SW100DG
Mtb 219	106	Cheyne Walk	SW100DG
Mudlark	106	Cheyne Walk	SW100DG
New College	106	Cheyne Walk	SW100DG
Nomadisch	106	Cheyne Walk	SW100DG
Oban	106	Cheyne Walk	SW100DG
Odyssey	106	Cheyne Walk	SW100DG
Otter	106	Cheyne Walk	SW100DG
Patriarch	106	Cheyne Walk	SW100DG
Phi	106	Cheyne Walk	SW100DG
Potemkin	106	Cheyne Walk	SW100DG

Puddleduck	106	Cheyne Walk	SW100DG
Rudyard Kipling	106	Cheyne Walk	SW100DG
Sagittair	106	Cheyne Walk	SW100DG
Saoirse	106	Cheyne Walk	SW100DG
Scarlett O'hara	106	Cheyne Walk	SW100DG
Signe Maria	106	Cheyne Walk	SW100DG
Stow	106	Cheyne Walk	SW100DG
Tangerine	106	Cheyne Walk	SW100DG
The Wheelhouse	106	Cheyne Walk	SW100DG
Toad Hall	106	Cheyne Walk	SW100DG
Trafalgar	106	Cheyne Walk	SW100DG
Veronica	106	Cheyne Walk	SW100DG
Viva	106	Cheyne Walk	SW100DG
		1 LGTS RD	SW10

Total Number of Properties Found ~~60~~
60

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

Director of Planning,
London Borough of Wandsworth,
The Town Hall,
Wandsworth High Street,
London,
SW18 2PU

Switchboard: 020-7937-5464
Direct Line: 020-7361-2467
Extension: 2467
Facsimilie: 020-7361-3463



**KENSINGTON
AND CHELSEA**

Date: 7 December 2000

My Ref: DPS/DCsw/PP/00/02784 Your ref: Please ask for: J.Thorne

Dear Sir / Madam

TOWN AND COUNTRY PLANNING ACT 1990

Proposed development at: Old Ferry Wharf, adjacent to Cremorne Gardens, Lots Road, S.W.10

I enclose a copy of an application, with relevant drawings and/or supporting information, and should be pleased to receive your observations on these proposals as soon as possible.

It is hoped to present this application to the Planning Services Committee prior to 30/01/2001. I look forward to hearing from you in the near future, in order that your comments may be reported to this Committee.

Should you require any further details in respect of this case, please do not hesitate to contact the Case Officer on the above extension.

Yours faithfully,

M.J. FRENCH

Executive Director, Planning and Conservation

MEMORANDUM

TO: FOR FILE USE ONLY

**From: EXECUTIVE DIRECTOR
PLANNING & CONSERVATION**

**My Ref: PP/00/02784/JT
Room No:**

CODE A1

Date: 7 December 2000

DEVELOPMENT AT:

Old Ferry Wharf, adjacent to Cremorne Gardens, Lots Road, S.W.10

DEVELOPMENT:

Change of use of a currently moored boat from storage use to residential use (Council's Own Development)

The above development is to be advertised under:-

1. Section 73 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (development affecting the character or appearance of a Conservation Area or adjoining Conservation Area)

M.J. French
Executive Director, Planning & Conservation

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

The Environment Agency,
Kings Meadow House,
Kings Meadow Road,
Reading,
RG1 8DQ

Switchboard: 020-7937-5464
Direct Line: 020-7361-2467
Extension: 2467
Facsimilie: 020-7361-3463

Date: 7 December 2000

**THE ROYAL
BOROUGH OF**



**KENSINGTON
AND CHELSEA**

My Ref: DPS/DCSW/PP/00/02784 Your ref: Please ask for: J.Thorne

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Yours faithfully,

M.J. FRENCH

Executive Director, Planning and Conservation

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

THE ROYAL
BOROUGH OF



KENSINGTON
AND CHELSEA

The Occupier
FILE COPY
file
file

Switchboard: 020-7937-5464
Extension: 2079/2080
Direct Line: 020-7361- 2079/2080

Facsimile: 020-7361- 3643
Date: 7 December 2000

My reference:

Your reference:

Please ask for:

My Ref: DPS/DCSW/PP/00/02784/JT

Planning Information Office

Dear Sir/Madam,

TOWN AND COUNTRY PLANNING ACT 1990

Proposed development at: Old Ferry Wharf, adjacent to Cremorne Gardens, Lots Road, S.W.10

Brief details of the proposed development are set out below. Members of the public may inspect copies of the application, the plans and any other documents submitted with it. The Council's Planning Services Committee, in considering the proposal, welcomes comments either for or against the scheme. Anyone who wishes to make representations about the application should write to the Council at the above address **within 21 days** of the date of this letter. Unfortunately, the Council does not have the resources to advise objectors of the Committee date, and you should telephone for further information.

Proposal for which permission is sought

Change of use of a currently moored boat from storage use to residential use (Council's Own Development)

Applicant The Royal Borough of Kensington and Chelsea, The Town Hall, Hornton Street, London, W8 7NX

Yours faithfully,

M. J. FRENCH

Executive Director, Planning and Conservation

WHAT MATTERS CAN BE TAKEN INTO ACCOUNT

When dealing with a planning application the Council has to consider the policies of the Borough Plan, known as the Unitary Development Plan, and any other material considerations. The most common of these include (not necessarily in order of importance):

- The scale and appearance of the proposal and impact upon the surrounding area or adjoining neighbours;
- Effect upon the character or appearance of a Conservation Area;
- Effect upon the special historic interest of a Listed Building, or its setting;
- Effect upon traffic, access, and parking;
- Amenity issues such as loss of Sunlight or daylight, Overlooking and loss of privacy, Noise and disturbance resulting from a use, Hours of operation.

WHAT MATTERS CANNOT BE TAKEN INTO ACCOUNT

Often people may wish to object on grounds that, unfortunately, cannot be taken into account because they are not controlled by Planning Legislation. These include (again not in any order of importance):

- Loss of property value;
- Private issues between neighbours such as land covenants, party walls, land and boundary disputes, damage to property;
- Problems associated with construction such as noise, dust, or vehicles (If you experience these problems Environmental Services have some control and you should contact them direct);
- Smells (Also covered by Environmental Services);
- Competition between firms;
- Structural and fire precaution concerns; (These are Building Control matters).

WHAT HAPPENS TO YOUR LETTER

Planning applications where objections have been received are presented to the Planning Services Committee which is made up of elected Ward Councillors. Planning Officers write a report to the Committee with a recommendation as to whether the application should be granted or refused. Letters received are summarised in the report, and copies can be seen by Councillors and members of the public including the applicant. The Councillors make the decisions and are not bound by the Planning Officer's recommendation. All meetings of the Committee are open to the public.

If you would like further information, about the application itself or when it is likely to be decided, please contact the Planning Department on the telephone number overleaf.

WHERE TO SEE THE PLANS

Details of the application can be seen at the Planning Information Office, 3rd floor, Town Hall, Hornton Street W.8. It is open from 9am to 4.45pm Mondays to Thursdays (4pm Fridays). A Planning Officer will always be there to assist you.

In addition, copies of applications in the Chelsea Area (SW1, SW3, SW10) can be seen at The Reference Library, Chelsea Old Town Hall, Kings Road SW3 (020 7361 4158), for the Central Area (W8, W14, SW5, SW7) can be viewed in the Central Library, Town Hall, Hornton Street, W.8. and applications for districts W10, W11 and W2 in the North of the Borough can be seen at The Information Centre, North Kensington Library, 108 Ladbroke Grove, London W11 (under the Westway near Ladbroke Grove Station 020 7727-6583). Please telephone to check the opening times of these offices.

If you are a registered disabled person, it may be possible for an Officer to come to your home with the plans. Please contact the Planning Department and ask to speak to the Case Officer for the application.

PLEASE QUOTE THE APPLICATION REFERENCE NUMBER ON YOUR REPLY

REASON FOR DELAY

CASE NO. - PP10012784

This case has been identified as a "Target" application, which has the target for being passed through to the Head of Development Control within 6 weeks of the date of completion.

In the case of this application, there has been a delay of.....

I have been unable to pass through the case within the target period for the following reason(s) [*highlight as necessary*]

- 1) Delays due to internal Consultation
[*highlight one or all*]
 - (i) Design
 - (ii) Transportation
 - (iii) Policy
 - (iv) Environmental Health
 - (v) Trees
 - (vi) Other
- 2) Further neighbour notification/external consultation necessary (spread or time period)
- 3) Awaiting Direction from English Heritage/other EH delays...
- 4) Revisions requested, but not received in time
- 5) Revisions received but inadequate
- 6) Revisions received but reconsultation necessary
- 7) Of the Committee cycle
- 8) Applicant's instruction
- 9) OTHER REASON.....

Signed..... (Case Officer)

**Royal Borough of Kensington and Chelsea
Directorate of Planning Services - Policy Observations**

TP No: PP/00/2784	Address: Old Ferry Wharf, Lots Road, SW10	Date Received 11/12/00	Date of Obs. 27/12/00
UDP Prop Alts Paras/Policies		Obj. No	No obj.
	Development: COU of boat from storage to residential	HMO? NO	No. of Dwelling Units Existing Proposed 0 1
		D.C. Officer JT	Policy Officer CJT

Comments:

Site: The application relates to an existing boat moored on Old Ferry Wharf. The boat is within the Thames Conservation Area.

Existing use: According to the applicant the boat is currently used as "storage", although it is not apparent what the boat is storing.

Proposal: A residential unit.

Issues: The loss of a small unit of storage space is unlikely to be contrary to policy - although further details about the existing use would be useful. What is stored? In conjunction with what other unit?

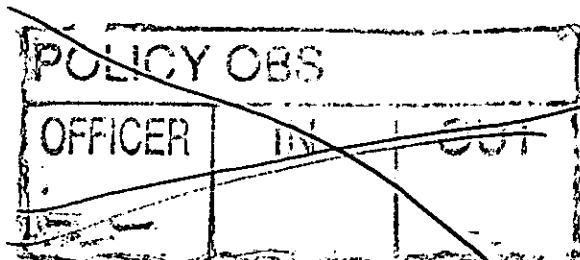
Policies CD2 and CD3 are not relevant in this case as the proposal relates to an existing vessel and not the mooring of a new vessel.

The creation of a residential unit, albeit an unusual one, is in line with H3 which encourages the use of property, where ever appropriate, for residential purposes. It is also in line with STRAT13 and 14 and with PPG3 (housing) and RPG3 (strategic guidance for London) which seeks to ensure that dwelling stock is increased whenever possible. The use of a boat as a residential unit shows the degree of imagination and flexibility encouraged by PPG3. There appear to be no drawings of the boat, and therefore, it is impossible to establish the type of the accommodation proposed. However, given the small size of the boat, the proposal is likely to be in line with H18 as contributes to a mix of housing units within the Borough. There is a particular need for smaller residential units within the Borough.

You will need to request drawings to establish whether the proposed residential unit would comply with the Council's standards for residential accommodation as set out in Chapter 13 of the UDP. However, given the nature of the property, these standards can be assessed with a degree of flexibility.

Transportation should be consulted with regard to Policy TR39 of the Altered UDP which seeks to resist development which would result in unacceptable traffic, parking, congestion, environmental of safety problems.

No policy objection.



Phil Hughes 2.1.01

John

Old Ferry Wharf Residential Planning

I think the key issue here is whether or not this is an established mooring. If it is, as the Valuers claim (have they provided evidence?), then the CofU from storage to residential will have little effect on the character or appearance of the riverside.

If the mooring was not already established in planning terms, then CO2 would be relevant and would suggest refusal. Incidentally, I think there is a policy gap between CO2/3. The intention is no increase in residential moorings, particularly to resist a proliferation of isolated sites. However, neither policy makes that clear.

My conclusion is that the CofU will have no adverse effect on the special character of the CA or Thames Policy Area.

David 17/1/02.

NOTICE OF A PLANNING APPLICATION

TOWN AND COUNTRY PLANNING ACT 1990
PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) ACT 1990



**KENSINGTON
AND CHELSEA**

Notice is hereby given the Royal Borough of Kensington and Chelsea Council have received an application:

(a) for development of land in or adjacent to a Conservation Area.

Details are set out below.

Members of the public may inspect copies of the application, the plans and other documents submitted with it at:

The Planning Information Office, 3rd floor, The Town Hall, Hornton Street, W8 7NX between the hours of 9.15 and 4.45 Mondays to Thursdays and 9.15 to 4.30 Fridays;

For applications in the Chelsea area: The Reference Library, Chelsea Old Town Hall, Tel. 0171-361-4158.

For postal areas W10, W11 and W2: The 1st floor, North Kensington Library, 108 Ladbroke Grove, W11, Tel. 0171-727-6583.

Anyone who wishes to make representations about this application should write to the Executive Director of Planning and Conservation at the Town Hall (Dept. 705) within 21 days of the date of this notice.

SCHEDULE

Reference: PP/00/02784/JT

Date: ~~15/12/2000~~ 03/01/01

traffic sign.

Old Ferry Wharf, adjacent to Cremorne Gardens, Lots Road, S.W.10

Change of use of a currently moored boat from storage use to residential use (Council's Own Development)

APPLICANT The Royal Borough of Kensington and Chelsea,

CHELSEA YACHT & BOAT COMPANY LTD



BOATBUILDERS
REPAIRERS & MOORINGS

OLD FERRY WHARF + 106, CHEYNE WALK + LONDON SW10 0DG
TELEPHONE: 020 7352 1427 FACSIMILE: 020 7352 1428 EMAIL: cybc@cheyne.uk.com

Established 1935

JT
Bodi:
Plack
AM
9/11

Ref. PO/jci

M.J. French,
Executive Director, Planning and Conservation,
The Royal Borough of Kensington and Chelsea,
The Town Hall,
Hornton Street,
London,
W8 7NX

RECEIVED BY PLANNING SERVICES									
EX DIR	HDC			SU		ENF	AO ACK		
- 9 JAN 2001 (22)									
				PLN	DES	FEE			

Your Ref: **DPS/DCSW/PP/00/02/02784/JT**

8 January 2001

Dear Sirs,

Town and Country Planning Act 1990

**Proposed development at: Old Ferry Wharf, adjacent to
Cremorne Gardens, Lots Road, SW10**

Thank you for your 21 December 2000 letter.

Will you please let me have a copy of the case officer's report to committee when it has been prepared.

Yours faithfully,

Peter Osgood for and on behalf of
Chelsea Yacht & Boat Company Limited

TERMS OF BUSINESS

Subject to which all work is undertaken and facilities are provided

1. All vessels are repaired, hauled up, moved, dry-docked, berthed, moored and launched at the sole risk of the Owner and we and our employees accept no liability or responsibility for loss, damage or delay occurring from any cause whatsoever. All gear is stored at Owner's risk. Customers are, therefore, strongly advised to make sure that their vessels and/or property are adequately insured against all risks and also against third party claims, as they are liable for any damage to their vessels and/or property or caused by their vessels themselves and/or their crew, whilst on or about our premises.
2. Any delivery date quoted is given in good faith but is not guaranteed.
3. Subject to express agreement to the contrary, goods sold by us carry no warranty or condition of sale, express or implied, as to quality or fitness for any particular purpose.
4. In the interests of safety and expediency we reserve the right to move any vessel and/or gear at our discretion and at the Owner's sole risk.
5. All persons using any part of our premises and/or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk and liability.
6. Our permission must be obtained for the employment of any contractor and/or persons other than the permanent crew of the Owner to undertake work on any vessel and/or gear on our premises or while afloat on any of our moorings. All such contractors and other persons should be fully insured.
7. In the absence of any written agreement or arrangement to the contrary, we reserve the right to terminate the hire of any moorings, berth, storage space, property or facilities by giving 14 days notice in writing to the last known address of the Hirer.
8. Vessels stored at seasonal rates ashore or in mud berths will be launched or put afloat as near the end of the seasonal period as in our opinion tide, weather conditions and available facilities permit and in such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at our disposal.
At the Owner's request we will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses must be paid by the Owner.
Moorings are at all times subject to River and Harbour Authority Rules and Regulations.
9. Subject to express agreement in writing to the contrary, all quotations given by us are subject to the cost of labour and materials remaining at the same levels as those prevailing at the time of the quotation and the quoted price shall be increased or decreased by the amount by which the actual cost of labour and materials have increased or decreased by reason of variation of the aforesaid levels since the date of the quotation. Any increase shall also include overhead expenses based on the rates ruling at the date of quotation as applied to the increased labour.
10. Any quotation is subject to acceptance within seven days from the date thereof.
11. In the absence of any written agreement or arrangement to the contrary, delivery is given at our Yard or in the water adjacent thereto.
12. Quotations cover only the work and/or items specified thereon, and all additions, alterations, waiting time and any additional costs due to modified instructions will be charged to the customer at ruling prices. If, in the course of executing any work, we find any defect in a vessel and/or gear that in our opinion should be rectified without delay, we reserve the right to carry out such necessary repair at our discretion and to charge same to the Owner. Notice of any such rectification will be forwarded to the Owner forthwith.
13. In the event of the Chelsea Yacht & Boat Company Limited carrying out works of repair construction conversion maintenance or any other work on any items of equipment or vessels, it shall be a condition of the agreement that the owner shall upon receiving the said equipment or vessel back into its possession from the Company carry out a thorough inspection of the same within four days of delivery.
Unless the owner gives to the Company within one business day of expiration of such period written notice to the contrary, this shall be conclusive evidence that the said repair and maintenance or other works have been carried out in a good and workmanlike manner and in every way satisfactory.
14. Unless otherwise specified our terms of payment for goods supplied, work done or accommodation provided are net in 30 days from the date of invoice or before removal of the vessel or goods, whichever shall be the earlier. Terms for new construction are ten per cent of the quoted price with order, twenty five per cent when keel is laid, twenty-five per cent on completion of planking or plating, twenty five per cent when engines installed or masts stepped, and balance on completion of trials, unless otherwise specified on our quotation. We also reserve the right to apply an agreed system of progress payments in respect of major overhauls and refits. If the price quoted excludes engines, whether for new construction or otherwise they shall be chargeable on delivery to our Yard.
15. We have the right to exercise a general lien upon any vessel and/or her gear and equipment whilst in or upon our premises or afloat at any of our moorings until such times as any moneys due to us from the Owner in respect of such vessel and/or gear whether on account of storage or mooring charges, work done or otherwise shall be paid. If, in the opinion of the Port of London Authority or on the advice of an independent report of a qualified Marine Surveyor, any vessel on our premises should be a peril and ordered to be broken up the general lien regarding monies due to us shall equally apply to such costs of breaking up at the cost of the Owner.
16. Notice is hereby given in accordance with Section 1, sub-section (3) (a) of the Disposal of Uncollected Goods Act, 1952, that acceptance by us of goods (including vessels and/or their engines, gear and equipment) for repair or other treatment is subject to the provisions of the above Act, which confers on us as bailees a right of sale exercisable in certain circumstances after an interval of not less than 12 months from the date on which the goods are ready for re-delivery.
17. For the purpose of the above clauses the expression "Owner" shall include a Charterer, Master or Authorised Agent. Where the work is ordered or a boat left by a Charterer for storage or other purposes, the word "Owner" shall include a Charterer except with regard to Clause 15 hereof.
18. All orders written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction.
19. Before any Owner moors a vessel on our premises or becomes a Licencee of ours he or she must enter into the standard mooring agreement and or letting agreement prepared by us and agree to be bound by the terms and conditions contained therein.

CHELSEA YACHT & BOAT COMPANY LTD



BOATBUILDERS
REPAIRERS & MOORINGS

OLD FERRY WHARF + 106, CHEYNE WALK + LONDON SW10 0DG
TELEPHONE: 020 7352 1427 FACSIMILE: 020 7352 1428 EMAIL: cybc@cheyne.uk.com

Established 1935

Our Ref: PO/jci
Your Ref: DPS/DCSW/PP/00/02784/JT

Mr J French
Executive Director
Planning and Conservation
The Royal Borough of Kensington & Chelsea
The Town Hall
Hornton Street
London W8 7NX

RECEIVED BY PLANNING SERVICES							
EX DIR	HDC	N	D	W	SE	ENF	AC/ACA
27 DEC 2000 73							
APPEALS	IO	HEU	ARE	FWO PLN	CON DES	FEES	

21 December 2000

For the Attention of the Planning Information Officer

Dear Sir

Town and Country Planning Act 1990
Proposed development at : Old Ferry Wharf adjacent to Cremorne Gardens,
Lots Road, London SW10

Your notice dated 7 December 2000 with regard to the proposed development has been brought to our attention, although this Company did not receive a copy of this notice.

We have made an inspection of the application and would like to make the following comments:-

- 1 The proposed development address is inaccurate. The proposed residential mooring is off Cremorne Gardens not Old Ferry Wharf.
- 2 New mains water and electrical supplies and a mains drainage connection are shown on the plan as being provided from Cremorne Gardens. As these services appear to run along the boundary wall between Old Ferry Wharf and Cremorne Gardens we are concerned that they should not be secured to the wall for which we have joint responsibility with the Council for maintenance and repair.
- 3 It is unclear what method of foul drainage is proposed. For example, is it intended that any vessel occupying the mooring will have a holding tank and only pump out facilities will be provided or will foul drainage be pumped direct to the public sewer.
- 4 It is not clear from the plan how pedestrian and vehicular access to the vessel will be provided. We assume that this will be via Cremorne Gardens because no access will be available via Old Ferry Wharf. Likewise, what will the arrangements for refuse collection, post delivery etc and parking of vehicles particularly bearing in mind that Cremorne Gardens is only open between certain hours.

TERMS OF BUSINESS

Subject to which all work is undertaken and facilities are provided

1. All vessels are repaired, hauled up, moved, dry-docked, berthed, moored and launched at the sole risk of the Owner and we and our employees accept no liability or responsibility for loss, damage or delay occurring from any cause whatsoever. All gear is stored at Owner's risk. Customers are, therefore, strongly advised to make sure that their vessels and/or property are adequately insured against all risks and also against third party claims, as they are liable for any damage to their vessels and/or property or caused by their vessels themselves and/or their crew, whilst on or about our premises.
2. Any delivery date quoted is given in good faith but is not guaranteed.
3. Subject to express agreement to the contrary, goods sold by us carry no warranty or condition of sale, express or implied, as to quality or fitness for any particular purpose.
4. In the interests of safety and expediency we reserve the right to move any vessel and/or gear at our discretion and at the Owner's sole risk.
5. All persons using any part of our premises and/or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk and liability.
6. Our permission must be obtained for the employment of any contractor and/or persons other than the permanent crew of the Owner to undertake work on any vessel and/or gear on our premises or while afloat on any of our moorings. All such contractors and other persons should be fully insured.
7. In the absence of any written agreement or arrangement to the contrary, we reserve the right to terminate the hire of any moorings, berth, storage space, property or facilities by giving 14 days notice in writing to the last known address of the Hirer.
8. Vessels stored at seasonal rates ashore or in mud berths will be launched or put afloat as near the end of the seasonal period as in our opinion tide, weather conditions and available facilities permit and in such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at our disposal.
At the Owner's request we will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses must be paid by the Owner.
Moorings are at all times subject to River and Harbour Authority Rules and Regulations.
9. Subject to express agreement in writing to the contrary, all quotations given by us are subject to the cost of labour and materials remaining at the same levels as those prevailing at the time of the quotation and the quoted price shall be increased or decreased by the amount by which the actual cost of labour and materials have increased or decreased by reason of variation of the aforesaid levels since the date of the quotation. Any increase shall also include overhead expenses based on the rates ruling at the date of quotation as applied to the increased labour.
10. Any quotation is subject to acceptance within seven days from the date thereof.
11. In the absence of any written agreement or arrangement to the contrary, delivery is given at our Yard or in the water adjacent thereto.
12. Quotations cover only the work and/or items specified thereon, and all additions, alterations, waiting time and any additional costs due to modified instructions will be charged to the customer at ruling prices. If, in the course of executing any work, we find any defect in a vessel and/or gear that in our opinion should be rectified without delay, we reserve the right to carry out such necessary repair at our discretion and to charge same to the Owner. Notice of any such rectification will be forwarded to the Owner forthwith.
13. In the event of the Chelsea Yacht & Boat Company Limited carrying out works of repair construction conversion maintenance or any other work on any items of equipment or vessels, it shall be a condition of the agreement that the owner shall upon receiving the said equipment or vessel back into its possession from the Company carry out a thorough inspection of the same within four days of delivery.
Unless the owner gives to the Company within one business day of expiration of such period written notice to the contrary, this shall be conclusive evidence that the said repair and maintenance or other works have been carried out in a good and workmanlike manner and in every way satisfactory.
14. Unless otherwise specified our terms of payment for goods supplied, work done or accommodation provided are net in 30 days from the date of invoice or before removal of the vessel or goods, whichever shall be the earlier. Terms for new construction are ten per cent of the quoted price in order, twenty-five per cent when keel is laid, twenty-five per cent on completion of planking or plating, twenty-five per cent when engines installed or masts stepped, and balance on completion of trials, unless otherwise specified on our quotation. We also reserve the right to apply an agreed system of progress payments in respect of major overhauls and refits. If the price quoted excludes engines, whether for new construction or otherwise they shall be chargeable on delivery to our Yard.
15. We have the right to exercise a general lien upon any vessel and/or her gear and equipment whilst in or upon our premises or afloat at any of our moorings until such times as any moneys due to us from the Owner in respect of such vessel and/or gear whether on account of storage or mooring charges, work done or otherwise shall be paid. If, in the opinion of the Port of London Authority or on the advice of an independent report of a qualified Marine Surveyor, any vessel on our premises should be a peril and ordered to be broken up the general lien regarding monies due to us shall equally apply to such costs of breaking up at the cost of the Owner.
16. Notice is hereby given in accordance with Section 1, sub-section (3) (a) of the Disposal of Uncollected Goods Act, 1952, that acceptance by us of goods (including vessels and/or their engines, gear and equipment) for repair or other treatment is subject to the provisions of the above Act, which confers on us as bailees a right of sale exercisable in certain circumstances after an interval of not less than 12 months from the date on which the goods are ready for re-delivery.
17. For the purpose of the above clauses the expression "Owner" shall include a Charterer, Master or Authorised Agent. Where the work is ordered or a boat left by a Charterer for storage or other purposes, the word "Owner" shall include a Charterer except with regard to Clause 15 hereof.
18. All orders written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction.
19. Before any Owner moors a vessel on our premises or becomes a Licencee of ours he or she must enter into the standard mooring agreement and or letting agreement prepared by us and agree to be bound by the terms and conditions contained therein.

- 5 The application includes a plan of ownership of adjacent land showing Cremorne Gardens (red) and Old Ferry Wharf (yellow for buildings and blue for open wharf). What is the significance of this colouring?
- 6 Neither the existing nor the proposed vessel is shown on the plan and the name of the vessel to be moored is not indicated, nor are there shown any mooring and access (gangway) facilities.
- 7 We are not aware that a public notice has been displayed locally.
- 8 The application is for a change of use of the mooring only and not for the mooring of a specific vessel. Has a separate application for a specific vessel been made?

Would you please let us have a copy of the case officer's report to Committee and let us know the date of the Committee meeting at which the application will be considered in due course.

Thank you.

Yours sincerely,


Peter Osgood for and on behalf of
Chelsea Yacht & Boat Company Limited

Down, Philippa: PC-GrpSvc

From: Cook, Doris: ES-ClnRecyc
Sent: 13 February 2001 09:39
To: French, Michael: PC-GrpSvc
Cc: Down, Philippa: PC-GrpSvc; Doolan, Ian: CP-Val; Owen, David: ES-ClnRecyc; Wilson, Craig: ES-HwayTraf; Stroud, Mike: ES-GrpSvc; Russell, Anne: ES-GrpSvc; Kent, Jane: ES-HwayTraf; Collinge, Daniel: CP-Comm; Modric, Steve: CP-Comm
Subject: URGENT
Importance: High

Mike:

APPLICATION NO. PP/OO/02784/CUSE
RESIDENTIAL BOAT, CREMORNE GARDENS
PLANNING SERVICES COMMITTEE - 13 FEBRUARY 2001

Perhaps my colleague David Owen has already commented on this application by the Borough Valuer, but since he is currently on annual leave I will do so.

- (a) I have no objection in principle, but if the boat is deemed not to be operation there is no value to Environmental Services in agreeing to this proposal.
- (b) Access, parking, statutory services and refuse ARE problems in respect of any approval. They have not been discussed or agreed in detail, and should be placed before the Environmental Health and Leisure Committee. Consequently 'conditions' ought to accompany any approval.

Norman

Doris Cook, PA to Norman Cook, Director,
Waste Management & Leisure,
RBK&C, Council Offices, Pembroke Road,
London W8 6PW
Tel: 020 7341 5105
Fax: 020 7341 5200

RT.
PK/LJ



Wandsworth
1900 - 2000

Planning and Conservation
The Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
London
W8 7NX

File (Committee) ← *(JI)*
Director of Technical Services
William Myers, OBE

Wandsworth Borough Council
Technical Services Department
The Town Hall
Wandsworth High Street
London SW18 2PU

Borough Planner
Ian Thompson BA Arch Reg. Arch Dip TP
MRTPI

Direct Line: 020-8871-8412
Fax: 020-8871-6003
Minicom: 020-8871-8403
(Service for Deaf People)

e-mail: boroughplanner@wandsworth.gov.uk

Contact: Julia Kelly

Our Ref: NDTs/2000/4719

Your Ref: DPS/DCsw/PP/00/02784

Date: 24th January 2001

Dear Sir/Madam

Old Ferry Wharf, adjacent to Cremorne Gardens, Lots Road, SW10

I refer to your letter requesting observations on an application made to your Council for the change of use of a currently moored boat from storage use to residential use. Further to this I would inform you that in this instance the Council does not wish to make any observations on this application.

Yours faithfully

JKelly

Julia Kelly
For Borough Planner

RECEIVED BY PLANNING SERVICES							
EX DIR	HDC	N	C	SW	SE	ENF	AO ACK
5 - FEB 2001							(34)
APPEALS	IO	REC	ARB	FWD PLN	CON DES	FEES	

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

**THE ROYAL
BOROUGH OF**

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS



**KENSINGTON
AND CHELSEA**

Peter Osgood
Chelsea Yacht & Boat Company Ltd
Old Ferry Wharf
106 Cheyne Walk
SW10 0DG

Switchboard: 020 7 937 5464
Extension: 2467
Direct Line: 020 7361 2467
Facsimile: 020 7361 3463
Email: johnw.thorne@rbkc.gov.uk

24 January 2001

My reference: DPS/DCSW/JT
/PP/00/2784

Your reference:

Please ask for: John W Thorne

Dear Sir

**Town & Country Planning Act 1990
Proposed Residential Use of Mooring at Cremorne Gardens SW10**

I refer to your letters dated 21st December 2000 and 8th January 2001 concerning the above application and would comment as follows on the points raised:

1. Your comments regarding the address of the site are noted.
2. Any service installation affecting a jointly owned wall is a matter between yourselves and the Council as landowner. It is not considered material to the determination of this planning application. I have passed a copy of your letter to the Borough Valuer, you may wish to contact him directly to discuss this issue on 7361 2847.
3. The application forms indicate foul drainage will connect to existing services.
4. Access to the vessel will be via Cremorne Gardens which are owned by the Council. Refuse storage and disposal would, in the event of a favourable recommendation, be the subject of a proposed condition.
5. The colouring on the plan to which you refer appears to distinguish between adjacent land ownerships.
6. The application relates to the existing vessel on the mooring and photographs are included as part of the application. The provision of a gangway would, in the event of a favourable recommendation, be the subject of a condition requiring submission and approval of details.
7. A site notice was attached to a traffic sign on the site frontage on 3rd January 2001.
8. The application covers use of the mooring and the vessel occupying the berth.

Under the terms of reference of this department it is my intention to make the application the subject of a report to the Members' Panel. It is not likely therefore to come before the Planning Services Committee.

I trust this information is of assistance.

Yours faithfully

Roy Thompson
Area Planning Officer
for Executive Director, Planning & Conservation

cc Borough Valuer

Down, Philippa: PC-GrpSvc

RT FILE
PP/00/2784

From: Hoare, Sarah: CP-Val on behalf of Doolan, Ian: CP-Val
Sent: 16 February 2001 11:31
To: Cook, Norman: ES-ClnRecyc
Cc: Down, Philippa: PC-GrpSvc; Owen, David: ES-ClnRecyc; Wilson, Craig: ES-HwayTraf; Stroud, Mike: ES-GrpSvc; Russell, Anne: ES-GrpSvc; Kent, Jane: ES-HwayTraf; Collinge, Daniel: CP-Comm; Modric, Steve: CP-Comm; Cook, Doris: ES-ClnRecyc
Subject: RE: URGENT

I refer to your e-mail dated 13th February and would comment as follows.

A - You were informed of the proposals on the 10th October 2000 and raised no objection. David Owen subsequently commented on the scheme and all his concerns have been addressed and agreed in principle. The income generated from this letting is not a planning matter. There is value to Environmental Services as the department will receive the income in the event of planning permission being obtained.

B - Access, parking, statutory services and refuse arrangements have already been discussed and agreed with your department and are conditions of any approval by the Council as land owner.

In the event of your comments not resulting in the refusal of planning permission, a report will be submitted to the Environmental Health and Leisure Committee recommending approval to the proposal.

Sarah Hoare on behalf of
Ian Doolan
Borough Valuer
2nd Floor, Central Library
12 Phillimore Walk
London
W8 7NX

Direct Line: 020 7361 2847
Fax: 020 7361 2008
E-mail: Ian.Doolan@rbkc.gov.uk

-----Original Message-----

From: Cook, Doris: ES-ClnRecyc
Sent: 13 February 2001 09:39
To: French, Michael: PC-GrpSvc
Cc: Down, Philippa: PC-GrpSvc; Doolan, Ian: CP-Val; Owen, David: ES-ClnRecyc; Wilson, Craig: ES-HwayTraf; Stroud, Mike: ES-GrpSvc; Russell, Anne: ES-GrpSvc; Kent, Jane: ES-HwayTraf; Collinge, Daniel: CP-Comm; Modric, Steve: CP-Comm
Subject: URGENT
Importance: High

Mike:

APPLICATION NO. PP/00/02784/CUSE
RESIDENTIAL BOAT, CREMORNE GARDENS
PLANNING SERVICES COMMITTEE - 13 FEBRUARY 2001

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Norman

Doris Cook, PA to Norman Cook, Director,
Waste Management & Leisure,
RBK&C, Council Offices, Pembroke Road,
London W8 6PW
Tel: 020 7341 5105
Fax: 020 7341 5200

Book in: - JT ✓

SI/CC

Valuers Department

2nd Floor, Central Library

Memorandum

To: Mike French
Executive Director Of Planning & Conservation

Your Ref:

From: Ian Doolan
Borough Valuer

Extension: 2847

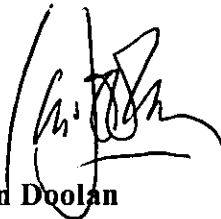
My Ref:

CC:

Date: 31st August 2001

PP/00/02784 – Planning Application Cremorne Gardens

In accordance with your letter dated 27th March 2001, I enclose details as highlighted in the Conditions namely points 2 (a) and (b) for your approval.



Ian Doolan
Borough Valuer

ENVIRONMENTAL SERVICES

COUNCIL OFFICES PEMBROKE ROAD LONDON W8 6PW

THE ROYAL
BOROUGH OF

Executive Director MICHAEL STROUD BSc DipTE CEng FICE FIHT FIMgt

Director of Waste Management and Leisure NORMAN COOK BEng CEng MICE FIHT MILAM

^K
Mathew Napper 2859
Planning & Conservation
Town Hall
Hornton Street
W8 7NX

Switchboard: 020 7937 5464
Extension: 5120
Direct Line: 020 7341 5120
Facsimile: 020 7341 5200
Web: www.rbkc.gov.uk



KENSINGTON
AND CHELSEA

02 August 2001

My reference: ENF/MAL

Your reference:

Please ask for: Mick Aulsberry

Dear Mathew

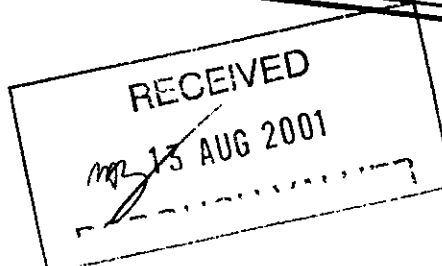
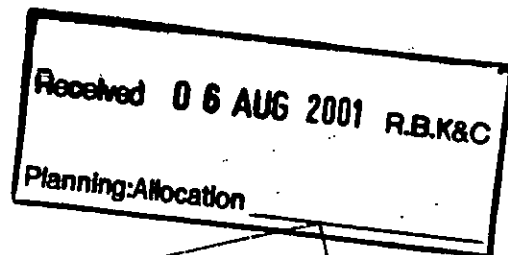
With reference to your recent enquiry regarding the mooring of a Boat at Chelsea Harbour requiring refuse collection our comments are as follows:

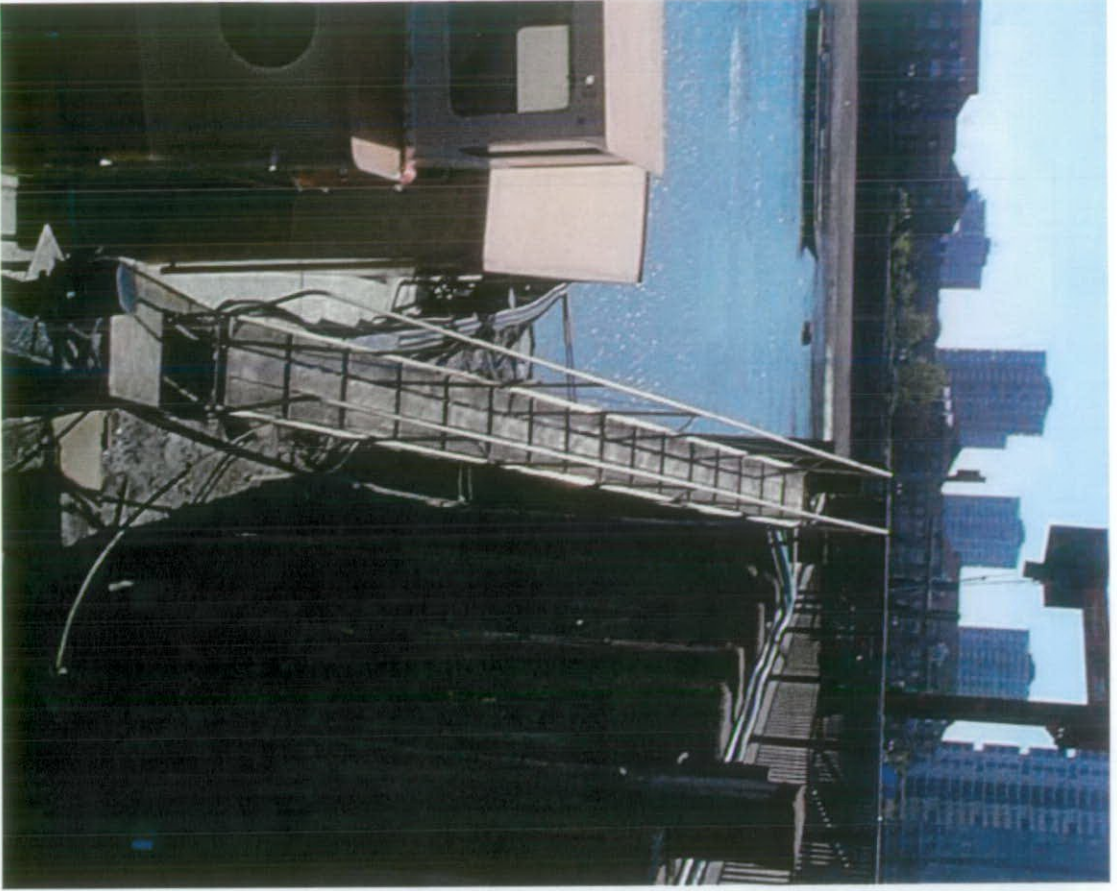
1. A B.S refuse bin will need to be placed outside the gate where the boat is moored on a **Wednesday and Friday** for collection.
2. A key for the park gate will be required to facilitate the collection of the refuse.
3. The B.S refuse bin should be placed outside the gate on collection day and be stored inside the gate on non-collection days.

Finally, can you please confirm when the refuse collection will be required to start.

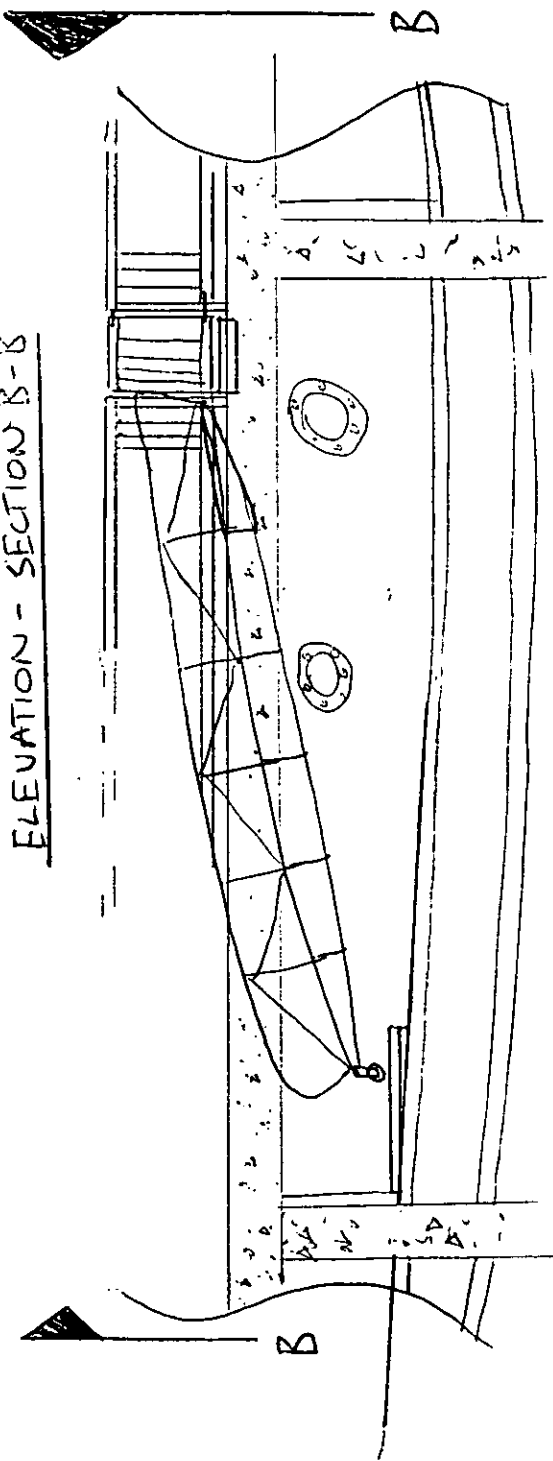
Yours sincerely

M Aulsberry
Contracts Officer

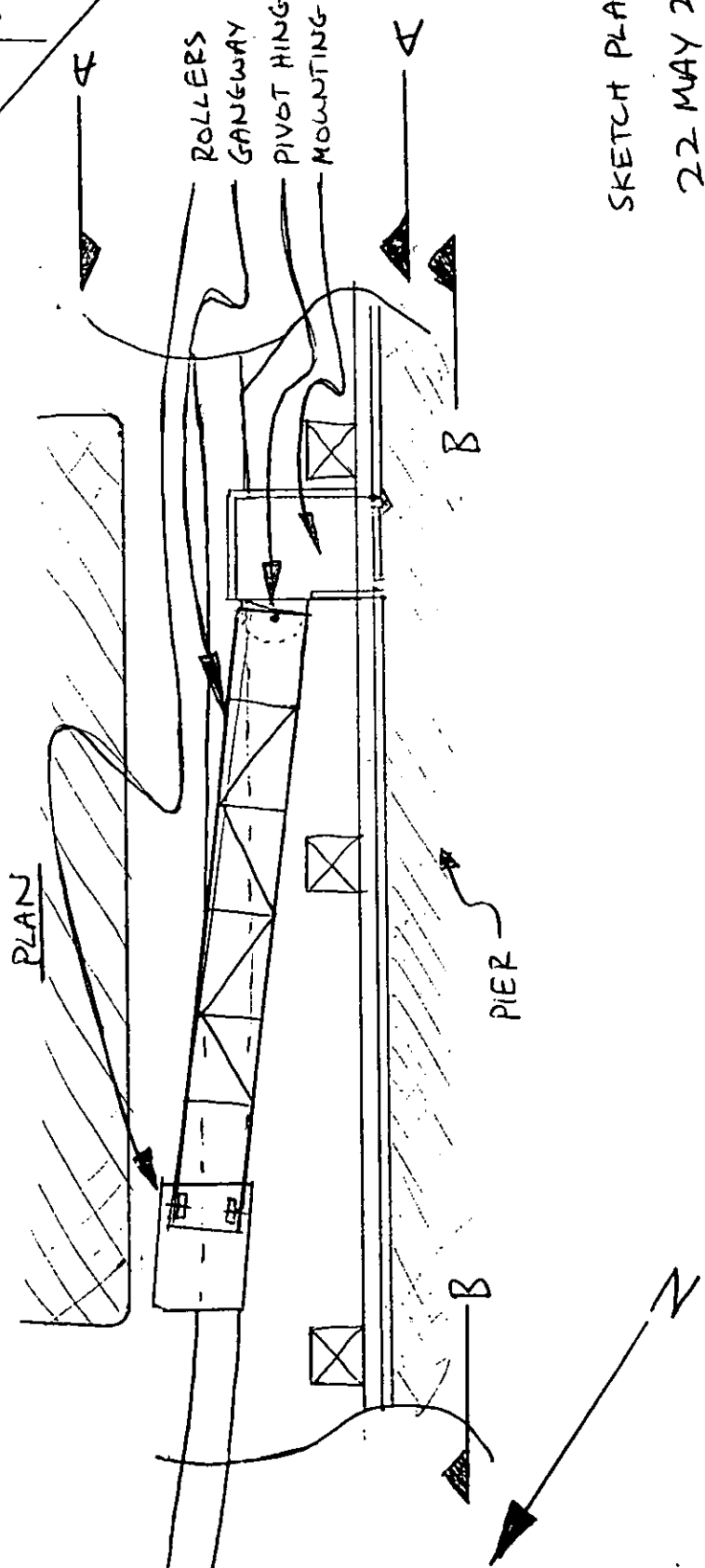
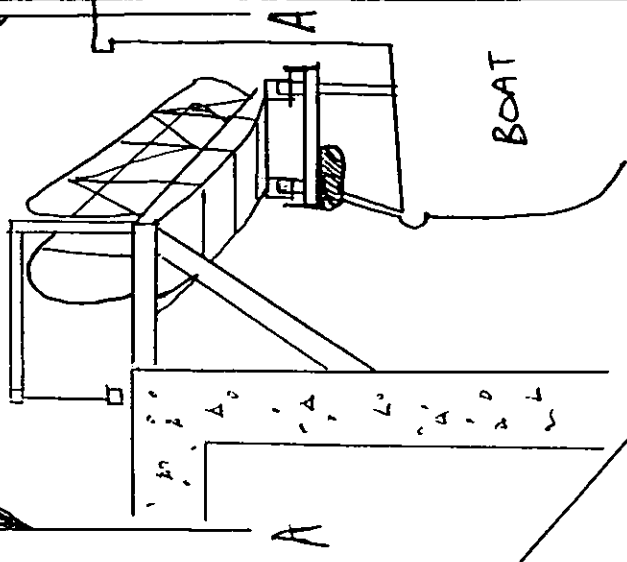




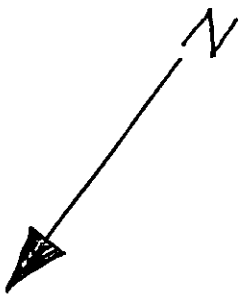
ELEVATION - SECTION B-B



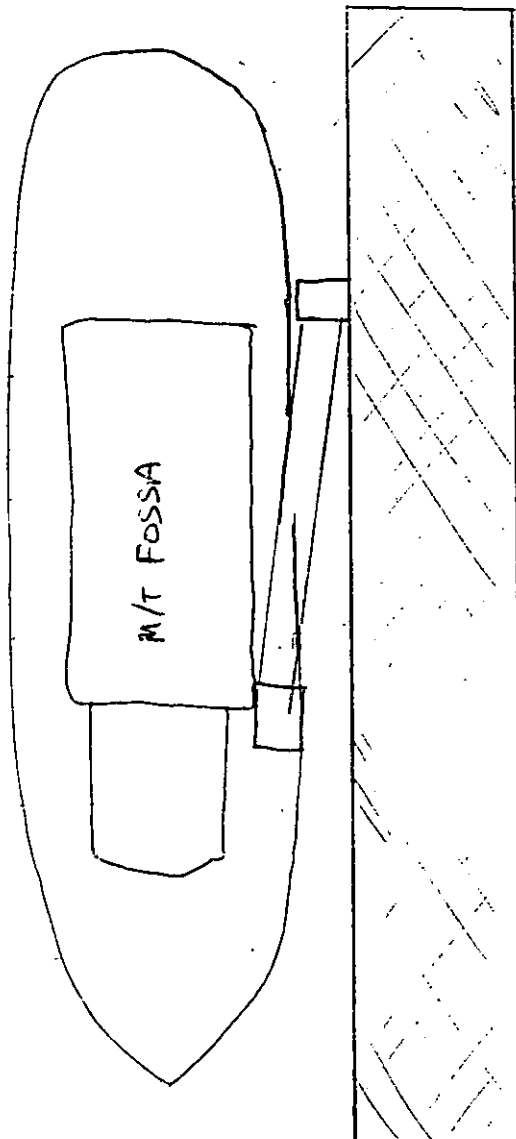
ELEVATION SECTION A-A



SKETCH PLAN - GANGWAY DETAILS
22 MAY 2001



RIVER



PARK

SKETCH PLAN - GANGWAY LOCATION
22 MAY 2001

Memorandum

The Royal Borough of Kensington and Chelsea - Planning Services

To:	Ian Doolan	From:	John W Thorne
of:	Borough Valuer	of:	Planning & Conservation
Room:	2 nd Floor, Central Library	Room:	325
		Ext:	2075

Your ref:		My Ref:	PP/00/2784
-----------	--	---------	------------

cc:	Date:	26 September 2001
-----	-------	--------------------------

Re: Old Ferry Wharf, adj Cremorne Gardens SW10

With reference to your memo dated 31st August 2001, the refuse collection arrangements set out in the letter of 2nd August from M Aulsberry are acceptable pursuant to condition 2(a) attached to the planning permission for residential mooring dated 27th March 2001.

The details of the gangway as shown in the accompanying photographs and sketch plan are acceptable pursuant to condition 2(b).

M J French
Executive Director, Planning & Conservation

R

Figure 1 - View of Battersea Reach from the South Bank of the Thames, arrow denotes location of subject mooring at Old Ferry Wharf, note current amount of residential moorings along this part of the river.

PP002784



APPROVED BY
PLANNING SERVICES CITEE

13 FEB 2001

CONSENT REF.

R.B.K. & C.
TOWN PLANNING

30 NOV 2000

RECEIVED

APPROVED BY
PLANNING SERVICES TTEE

13 FEB 2001

PP 002784
CONSENT REF

Figure 2 - Current vessel at subject mooring, identifying the enhancement of the area.



R.B.K. & C.
TOWN PLANNING

30 NOV 2000

RECEIVED

