

**Report of the Corporate Director of Planning and
Community Services**

- Address:** SWAKELEYS HOUSE, ICKENHAM
- Proposal:** PROPOSAL TO VARY BY CONSENT OF THE OWNER AND LOCAL PLANNING AUTHORITY A SECTION 52 AGREEMENT OF 1984, RELATING TO THE ERECTION OF 25,092 SQUARE FEET OF OFFICES IN THE GROUNDS OF SWAKELEYS HOUSE.
- LBH Ref Nos:** 23202/F/81/1435
- Appeal ref Nos:** APP/R55/10/A/83/004491
- Drawing Nos:** Plan A and Plans B1 and B2

1.0 SUMMARY

- 1.1 The owner of Swakeleys House is proposing a modification to a section 52 Agreement dated 12 July 1984 (“the section 52 Agreement”) with the consent of the local planning authority. In order to effect this modification, the owner proposes that together with the local authority, it enters into a Deed of Variation to amend the section 52 Agreement. The section 52 Agreement is still in force, and it was completed pursuant to an appeal decision APP/R55/1-/A/83/004491. The Deed of Variation would modify the section 52 Agreement, and would make changes to the current public rights of access to the interior of Swakeleys House and to the perimeter path in the grounds.
- 1.2 The owner who is seeking the local planning authority’s agreement, has attributed the difficulties he has experienced in marketing the house over the last five to six years to the extent to which the public are allowed access to the site. The Deed of Variation is intended to rectify this situation, so encouraging the future preservation and maintenance of Swakeleys House, which is a Grade I listed building.
- 1.3 The current rights of access to both Swakeleys House and the perimeter path have been enjoyed for 25 years, and are greatly valued by local residents. The proposals to change these rights have generated many objections and four petitions from a wide range of local groups and individuals who consider public access to be of paramount importance, and that other means must be sought to market the house.
- 1.4 Through negotiation between officers and the owner, revisions to the earlier proposals to vary the terms of the section 52 Agreement have been made. The changes proposed have been made in a bid to strike a balance between

the need for Swakeleys House to be occupied, fully maintained and secured, and the continuing public enjoyment of this well-loved house and park.

- 1.5 The Committee are requested to decide whether or not the proposals to change the section 52 Agreement in the terms proposed in the draft Deed of Variation do strike this balance. Alternative recommendations
- i) to agree to enter into a variation to the s52 Agreement
 - ii) not to agree to enter into a variation to the s52 Agreement
- have been set out below, together with the potential outcomes of each decision.

2.0 RECOMMENDATIONS

2.1 Recommendation No. 1

To agree to enter into a Variation to the section 52 Agreement, namely:

That delegated authority be granted to the Director of Planning and Community Services to negotiate and accept a Deed of Variation to the s52 Agreement dated 12th July 1984 for Swakeleys House in Ickenham, to enable the following:

- i. To delete clause 1.7 in its entirety**
- ii. To delete plan A from the s52 agreement and replace with a new Plan A to be attached to this deed.**
- iii. To insert a new clause 1.7 to read:**

“Those parts of Swakeleys shown coloured blue on Plan B1 and B2 annexed hereto will be open for public access as follows:-

 - i. The above mentioned areas of Swakeleys shall be open for inspection by persons having an interest in the architectural or historical value of Swakeleys on half a day per year during the Open House Weekend (or by whatever name this event may subsequently be known)”.**
- iv. To insert a new clause 1.7.1 to read:**

“The Applicant shall produce a leaflet which provides a brief architectural description and history of Swakeleys together with illustrations to be made available to those visiting during the Open House Weekend or by whatever name this event may subsequently be known)”.
- v. To insert a new clause 1.7.2**

“Immediately upon completion of this Deed the Applicant shall provide details of the design and content of a standalone website to be provided for members of the public to view 365 days a year”.
- vi. To insert a new clause 1.7.3**

“As a minimum, the website shall include:

 - a home page;**
 - historical and architectural descriptions of Swakeleys;**
 - plans, photographs and views of Swakeleys;**
 - a virtual tour with sixteen viewpoints linked to floorplans;**
 - links to relevant websites of interest”.**

- vii. **To insert a new clause 1.7.4**
“Prior to the launch of the website, the Applicant must first obtain written approval from the Council regarding the contents, format and design of the website”.
- viii. **To insert a new definition which reads:**
“Commutated Sum”
Means the commuted sum of £15,000 to be used by the Council over a period of not less than 20 years commencing on completion of this Deed for the coppicing of trees and removal of scrub adjoining the lake and Swakeleys Park in order to create and maintain views of Swakeleys House;
- ix. **To insert a new clause 1.6.1 which reads:**
“Upon completion of this Deed the Applicant shall pay to the Council the Commuted Maintenance Sum.”

This recommendation would lead to the closure of the perimeter path, the funding of coppicing by the local authority with the effect of opening up of the views of Swakeleys House from the public park, and the reduction in formal visitor access to the house to once a year at the Open House Weekend. The Bowls Club and Ickenham Festival Committee would continue to negotiate directly with the owner, or subsequent tenant, regarding their particular interests.

This recommendation would provide for benefits which would include the written guide to the house, the web site, the opening of the house at Open House Weekend and funding for the coppicing and long term maintenance of the trees and scrub on the boundary with the park (which is subject to a lease in favour of the Council until 2048).

Although an indirect consequence of reaching agreement, the local planning authority’s consent to the Deed of Variation would help to foster the non-legal outcomes of goodwill between the applicant and the Council, regarding the repair and management of the house, and encourage the applicant to continue to exercise goodwill towards the community facilities which the residents enjoy in the grounds.

However one of the consequences would be loss of the much valued existing rights of public access, enjoyed for many years, and there is no guarantee that the reduction in the extent of the public right of access would encourage a suitable tenant, or result in repairs or maintenance to the house.

2.2 Recommendation No. 2

Not to agree to enter into a Variation to the section 52 Agreement, namely:

To refuse a Deed of Variation to the section 52 Agreement, on the grounds that the reduction in public access to the interior of the house

and the closure of the perimeter path would constitute an unacceptable loss of access rights to the residents of Ickenham.

This recommendation would result in the continuation of the legal *status quo*, in that the terms of the section 52 Agreement remain in force. The corollary of the decision to not make changes to the current legal agreement is that the benefits offered in terms of the web site, guide book, and, possibly, opening for Open House Weekend, could be withdrawn.

A non-legal policy consideration is that goodwill could be withdrawn towards the organisers of the Ickenham Festival, who are currently informally allowed three days per year for the Festivities.

Without a variation to the s52 Agreement, there may be continuing problems in finding a suitable tenant for the house, and this would be a concern in terms of its long term maintenance, management and security, which are essential to preserve this Grade I listed property.

The Bowls Club and Ickenham Festival Committee would have to continue to negotiate directly with the owner, or subsequent tenant, regarding their particular interests.

3.0 CONSIDERATIONS

3.1 Site and Locality

Swakeleys House, Ickenham, is a fine Jacobean mansion, built in 1629-38 for Sir Edmund Wright, later Lord Mayor of London. It was listed Grade I in 1956. It is a substantial H shaped mansion of red brick and stone with stucco dressings, and large mullioned windows. Inside, the hall, stairs and landing are particularly fine with a 17th century screen in the hall and an early 18th century grand staircase decorated with wall paintings. The Great Chamber at first floor is huge with a coffered ceiling. Much of the remainder of the interior detail has not survived however, as the house was used for many years by the Post Office Sports Club and its condition gradually deteriorated. The house is set in its own park, its outstanding principal elevation facing west towards the adjoining public park and Swakeleys Lake, where the original drive linked with Swakeleys Road.

3.2 Proposal

A request for a Deed of Variation has been received to vary the terms of the existing section 52 Agreement, to limit the public access arrangements that were put in place in 1984, in connection with the development of Harrington House in the grounds of Swakeleys Park. The details are provided in the Recommendation No 1. It should be noted that the owner has sought agreement by consent.

3.3 Relevant Planning History

In 1980, planning permission was refused to convert the house to a residential college with over 300 study bedrooms, and office floor space. As a result of this application, and the strong local feeling it engendered, Swakeleys House Ltd., was formed.

In 1981, Swakeleys House Ltd. obtained planning permission for the change of use of the house to offices and the erection of a two storey office block (Vyner House) as enabling development for repairs to the house. A Section 52 Agreement was drawn up to enable public access to the house and grounds.

In 1984, Swakeleys House Ltd. were refused planning permission for a new office development of 23,062 sq. ft. (Harrington House) with additional car parking and the formation of a new access road. This was to provide additional funding for repairs to the house. This was allowed on appeal in May 1984.

3.4 Comment on Relevant Planning History

The new s52 Agreement, drawn up in connection with the Harrington House development, and signed on 12th July 1984, restricted some of the public access previously allowed under the s52 Agreement of 1981. This s52 Agreement made provision, inter alia for:

- i. The grounds to be open on one day a year to coincide with the Ickenham Festival;
- ii. The provision for certain areas of the house to be open to the public on three specified days in the year and at other times by written appointment;
- iii. The provision for a permissive pathway around the perimeter of the site to be open daily from 9.00 am until one hour before sunset;
- iv. An area to be leased for a term of 21 years at a peppercorn rent to Swakeleys Bowls Club for use as a bowling green. That lease is understood to have been granted and has now expired.

The proposed terms of the draft Deed of Variation will reduce public access to the property. In particular it will amend the terms summarised in sections ii and iii as set out above. The draft Deed of Variation will remove the public path requirement in iii, and replace it with a commuted sum of £15,000 to be used by the Council for the coppicing of trees and clearance of scrub adjoining the lake and Swakeleys Park in order to create and maintain views of Swakeleys House. The draft Deed of Variation will also replace ii with Open House, website and leaflet arrangements. The terms summarised at subparagraph i will remain unchanged, and it should be noted that term iv. has been complied with and discharged.

The proposal for a Deed of Variation has been requested on the basis that the property has been empty for over five years and evidence has been submitted

to support the applicant's claim that the current public access arrangements have deterred prospective purchasers and tenants. Additional evidence supports the applicant's contention that the period of three specified days for public access provided for by the section 52 Agreement have not been well attended in recent years.

4.0 SITE NOTICES

This is not a formal application under the Town and Country Planning Act 1990. However, in the interests of transparency the local planning authority has publicised the proposal.

The first site notices were placed on the gates at either end of the perimeter path on 24th July 2009.

The second site notices were placed in the same locations on 9th October 2009, following receipt of comments from the first notification and subsequent further negotiation.

5.0 CONSULTATIONS

5.1 External Consultees

Although proposals for the modification of legal agreements by consent of the parties are not required to be subject to a formal application process or public consultation, limited public consultation was carried out in view of the considerable public interest shown in this site. Two rounds of public consultation have been undertaken: the first on 21st July 2009 for three weeks and the second on 9th October 2009 for ten working days.

Consultation letters were sent to the Ickenham Residents Association and the Conservation Area Advisory Panel and advice was also sought from English Heritage.

Four petitions have been received. There is one from the Ickenham Residents Association objecting to the variation, and a second from Mr David Millen (founder of the Ickenham Festival) objecting to the removal of public access to the perimeter path and loss of existing access rights to the interior of the house.

Further to their more general petition, the Ickenham Residents Association also raise detailed objections to the proposed closure of the walkway around the perimeter of the site, and to the proposal for viewing the house from the public park, made possible by the re-coppicing of alder and removal of scrub. They consider this latter proposal would only introduce a limited view of the house and would damage the siting and environs of the lake. They support the Bowls Club in reaching an agreement with the owner of Swakeleys for a new three year lease. They also seek three consecutive days for the

Ickenham Festival rather than the one set out in the current section 52 Agreement, and an Open Day at the house for local residents in addition to the proposed opening at the Open House Weekend.

The remaining two petitions are from the Avenue Residents Association, with identical objections on the grounds of loss of an important educational and recreational resource; and concerns about any future use/development on the site with possible adverse impacts on the traffic and appearance of The Avenue.

The Uxbridge Local History Society objects to the proposed loss of public access to Swakeleys House on three days per year. They comment that the parts open to the public have always been very restricted and the open days have been poorly attended due to limited publicity.

The Ruislip Northwood and Eastcote Local History Society objects to the closure of the interior to the house on three days per year and considers it unlikely that these arrangements pose a security threat.

The Ickenham Festival Committee seek provision for the one day per year currently provided for the Festival to be increased to three days per year. They state that, at present, they are allowed to go into the grounds on the day before and the day after the Festival to set up and take down, and would like this arrangement formalised in a revised section 52 Agreement.

Swakeleys Bowls Club seek a new longer term lease, as their current lease has formally expired. The owner has offered the Club a new three year lease which has been agreed in principle, with a view to extending the timescale if a new tenant at the house were agreeable.

The Conservation Advisory Panel considers that the proposed amendments to public access to the House are unacceptable, whilst supporting the need for a suitable tenant for the listed building. They comment that the facility of a website with a virtual tour is no substitute for public access to the house. They support the Bowls Club in remaining in their current location, and the continued use of the grounds for the Ickenham Festival

Several letters have been received from members of the public in response to both consultations. These issues are summarised as follows:

- Objection to the closure of the walkway and the seeking of maintenance for it from the owner.
- The continued use of the grounds for the Ickenham Festival.
- They question whether the commuted maintenance sum will be enough to enable the re-coppicing of the alder and clearance of scrub over the next twenty years.
- Objection to the limiting of public access to the interior to half a day, and questioning what would happen if this were cancelled.
- They consider that the house is in insufficiently poor condition to warrant variation to the s52 Agreement.

English Heritage do not object to the proposed amendments for the opening arrangements at Swakeleys House. However they consider that care should be taken not to identify the locations of key architectural features in the Virtual Tour, in case this attracts unwanted attention. They welcome the opening of the grounds and house on the Open House Weekend and the continuation of the use of the grounds for the Ickenham Festival.

5.2 Internal Consultees

- **Conservation**

This is a very fine Jacobean mansion, which is listed Grade I, and standing in part of its former park. Its principal elevation faces west towards Swakeleys Lake and the public park beyond. The stables surrounding the courtyard, adjoining the house to the north, are also listed Grade I. Whilst internally the rooms are now mostly plain, the entrance hall, screens, stairs and landing are very fine, the walls being painted with murals.

The house has been vacant for some five or six years now, and this is a concern for so fine a building, both in terms of maintenance and day-to-day warmth and ventilation, but also because of the issue of security, which for the time being is being met by the employment of a security guard. The applicant has provided details of how the building has been marketed during those years, but he maintains that, on three occasions, prospective tenants have been deterred by the extent of public access allowed.

With regard to the interior of the listed building, it is considered consistent with public access to other major private properties, to limit this officially to the opening of the principal parts of the house on Open House Weekend, held in London every year in mid-September. This is a very well publicised, London wide event, which attracts visitors from all over London and from further afield. It is important that this opening is properly organized for the enjoyment of visitors, and to this end, the terms of the draft Deed of Variation would make provision for the publication of a suitable leaflet.

The terms of the draft Deed of Variation would also make provision for a website with detailed information about the house and a virtual tour. This is welcomed, for it is considered that this would be of benefit to students of Jacobean architecture. It is possible, even probable, that future tenants of the property would allow accompanied access to the house to serious students and other interested groups, upon written request.

With regard to the enjoyment of the House's magnificent exterior, this can be viewed on Open House weekend, and also at the Ickenham Festival. At present the view can also be enjoyed fully from parts of the perimeter path, although the opening up of views from the lake would compensate for this in part, if the footpath were closed.

The best outcomes for the future management and preservation of our heritage are achieved when local authorities work with the owners of listed buildings. Thus the issues in this case need to be considered in this context, and the proposals balanced against the future well-being of Swakeleys House.

- **Green Spaces**

In order to create an improved view of Swakeleys House, we propose the following works;

On the west side of the lake next to the cycle/footpath we intend to re-coppice an area of Alders which covers 80 linear metres in year 1 of the programme, to be repeated every 3 years, as well as carrying out clearance work on the scrub. The approximate cost of coppicing the Alders and the clearance of the scrub would be £450.00 per occasion.

On the eastern side of the lake we intend to carry out clearance work on the Elders and scrub annually. The approximate cost to coppice the Alders and clear the scrub in this location would be £200.00 per occasion.

The cutting back of trees and vegetation around the lake in a programmed manner over a period of time would considerably reduce the leaf matter that falls into the lake and this would open up and improve the general appearance of this area.

Green Spaces have been successful over the past few years in securing Green Flag Awards at sites across the borough and would like to develop Swakeleys Park to meet the criteria with a view to achieving Green Flag standard. This approach would provide a holistic approach to the workings of this park.

It is our intention to prepare a full Management Plan for Swakeleys Park, including the lake, that will identify and prioritise the preferred management required over the next five years.

As part of the Management Plan we will have an open water survey carried out by Still Water Management as recently carried out at Little Britain Lake. Also a full tree survey will be carried out that will identify future requirements and needs for the trees at this park.

- **Trees and Landscape**

The opening up of selected views of Swakeleys House from the public open space could easily be achieved without removing trees or causing any permanent damage (or removal) of the shrubby lakeside vegetation.

This vegetation includes a mix of plant species including Ash, Alder, Elder and Bramble. The Alder comprise multi-stemmed shrubs / small trees whose form has developed due to being coppiced in the past. Coppicing is a

traditional woodland management technique, originally used to harvest the young shoots of selected woodland trees. The process involves cutting down trees to the stump (known as a 'stool'), following which they regenerate with many vigorous young shoots. Once trees are managed in this way, coppiced trees are best cut back on a regular cycle in order to promote healthy regrowth. Species such as Elder and Bramble will respond in much the same way.

The coppiced Alders near Swakeleys Lake have not been actively managed for some years and should respond well to being cut down. If this were to be carried out on a cyclical basis selected viewing points would be opened up as the Alders are trimmed back, while other areas are left to regenerate. In this way the viewing points would change slightly over the years, creating additional seasonal interest for the onlooker.

6.0 MAIN PLANNING ISSUES

6.1 The Vacant House

A Deed of Variation request has been received to vary the terms of the existing section 52 agreement, to limit the public access arrangements that were put in place in 1984, in connection with the development of Harrington House in the grounds of Swakeleys Park.

The current section 52 Agreement still in force was drawn up in connection with the Harrington House development, and signed on 12th July 1984. In summary, this current section 52 Agreement makes provision, among other things for:

- i. The grounds to be open on one day a year to coincide with the Ickenham Festival;
- ii. The provision for certain areas of the house to be open to the public on three specified days in the year and at other times by written appointment;
- iii. The provision for a permissive pathway around the perimeter of the site to be open daily from 9.00 am until one hour before sunset;
- iv. An area to be leased for a term of 21 years at a peppercorn rent to Swakeleys Bowls Club for use as a bowling green. That lease is understood to have been granted and has now expired.

The current terms of the draft Deed of Variation will reduce public access to the property. In particular it will amend the terms summarised in sections ii and iii as set out above. The draft Deed of Variation will remove the public path requirement in iii, and replace it with a commuted sum of £15,000 to be used by the Council for the re-coppicing of alders and removal of scrub adjoining the lake and Swakeleys Park in order to create and maintain views of Swakeleys House. The draft Deed of Variation will also replace ii with Open House, website and leaflet arrangements. The terms summarised at subparagraph i will remain unchanged, and it should be noted that term iv.

has been complied with and discharged. These variations have been requested on the basis that the property has been empty for five to six years.

Evidence has been submitted to support the applicant's view that the House has been marketed extensively, and the applicant reports that, although there has been interest shown from prospective tenants, the public access arrangements, and in particular the presence of local residents within Swakeleys grounds, had prevented the applicant securing contracts. This is continuing to have a detrimental effect on the house in terms of its security and regular maintenance.

Although the applicant has kept a security presence on site throughout this period, the house is empty. Crime statistics provided by the Metropolitan Police confirm that, in 2008, there were various incidents of criminal damage reported to the windows of the house, the steel gates, the notice board and the Bowls Club pavilion and bowling green. These statistics also show that in 2006 there was an assault on the footpath, and thefts of mobile phones from children walking on the footpath. In 2005 criminal damage to the fence bounding the perimeter path was reported, but it is assumed that in recent years this has become too frequent an occurrence to warrant reporting to the police.

The house will need to be occupied to provide the necessary income to ensure that regular maintenance and repairs are carried out, and also to ensure that it is kept dry, well ventilated. Whilst the house still appears to be in reasonable condition from the extensive repairs of twenty five years ago, there are signs that it is in need of ongoing attention. It is a consideration that local authorities have very limited legal powers to enforce the repair of listed buildings, if owners are unable, or unwilling for some reason, to keep the buildings in good condition.

However, it is also a consideration that the public access arrangements have been in place in their current form for over twenty-five years. At the time of the sale to the present owner, these rights of access to the house and perimeter path had become well-established and would have been reflected in the sale price. There is also no guarantee that removal of public access rights would result in the applicant finding a suitable tenant for the house, or if he did find an occupier, that the house would be properly maintained.

6.2 Access to the Interior of the House

It is proposed to reduce public access arrangements to the interior from three occasions a year, and at other times by written request, to once a year on Open House Weekend.

Open House Weekend has been running for many years and is well established and publicised. Residents of London and the Home Counties enjoy this special opportunity of visiting interesting and well known private properties in the Capital. The applicant opened Swakeleys House to the public this year as part of Open House. A photograph of Swakeleys House

was included in the Open House brochure, and the house attracted many visitors from nearby and much further afield. The draft Deed of Variation makes provision for the applicant to produce a suitable leaflet for visitors on this annual occasion.

However, access to Swakeleys House on three occasions a year has been valued over the last twenty-five years, and concern has been expressed that this amendment would constitute a loss. Some have also raised the question as to why so little of the house has been open to the public. In fact, the interior features of much of the house have been lost, due to past ownership and wholesale repair, the principal parts of interest being confined to the hall and vestibule, the staircase, the landing and the Great Chamber. It is a consideration that there is insufficient left to view to warrant more than one opening per year.

6.3 The Perimeter Path

The proposed variation would also include the closure of the perimeter path. This leads from the main gates in Swakeleys Drive to the boundary with the Bowls Club, ending in a gate into the public park. For part of this length, the path is bounded by a simple wire fence. This affords excellent and uninterrupted views of the house along this section, and has provided a much loved walk for residents and their dogs over the last two decades.

The owner proposes this change to the section 52 Agreement by the draft Deed of Variation, on the basis that this open stretch encourages trespass. Also he contends that the very visible presence of local people in the grounds, and near the house, has discouraged prospective tenants interested in occupying such a prestigious property.

In mitigation of the potential loss of this path, it has been proposed in the draft Deed of Variation that the owner instead provides a commuted maintenance sum to the Council for the annual coppicing of the alder and removal of scrub on the boundary between the house and the public park for the next twenty years.

The Council's Trees and Landscape Officer has advised on locations where views of the house would be achievable from the public park. It is his view that the coppicing of large shrubs, and the deciduous nature of the trees bordering Swakeleys Lake, would enable views of the house throughout the year.

The Council's Green Spaces team have advised that the £15,000 commuted maintenance payment, which the applicant proposes to pay, would be adequate to coppice the trees and clear the scrub bordering Swakeleys Lake, for a period of twenty years. It is his view this work would constitute good tree management, and this, together with the deciduous nature of the trees bordering Swakeleys Lake, would enable views of the house throughout the year.

The Council's Green Spaces team have advised that the £15,000 commuted maintenance payment, which the applicant proposes to pay, would be adequate to coppice the trees and remove scrub bordering Swakeleys Lake, for a period of twenty years. They also confirm that such work would have the desired outcome of managing the vegetation in this area properly, reducing leaf fall in the lake and opening up views of the house. This work would also complement the Council's proposals to upgrade Swakeleys Park to Green Flag standard next year.

It has been suggested by a local resident, that, if this proposal were to go ahead, it would add interest to the view from the park if an interpretation board were to be erected to provide some information about the house. This could enhance the enjoyment of this view, and could be considered as part of the Green Flag proposals for the park.

6.4 The Bowls Club

The lease of the Swakeleys Bowls Club expired in 2005, well before this proposal was received. The draft Deed of Variation makes no changes in respect of the Bowls Club. The owner has written to the Council to explain that negotiations between the Bowls Club and the Applicant have already commenced. Officers have been informed that the owner has agreed to offer a new three year lease, which could be renewed if a prospective tenant of Swakeleys House were to agree to it in the future. The Bowls Club consider that this short time scale and uncertainty over the future is of great concern, and would make applications for funding for club facilities impossible. The renewal of the lease and its detailed terms do not form part of this report. The proposals in the draft Deed of Variation do not intervene in the relationship between the owner and the Bowls Club.

6.5 The Ickenham Festival

There is provision in the current s52 Agreement for the Ickenham Festival to take place for one day per year in the grounds. The Applicant does not wish to change this arrangement. However, the Festival organisers have previously enjoyed the goodwill of the owner, in that they have been allowed to arrive a day earlier to set up and take down a day later. As part of this Agreement, they have asked that the three days be formalised in a variation to the s52.

7.0 CONCLUSION

Members need to consider whether the draft Deed of Variation to the section 52 Agreement strikes a reasonable balance between assisting the applicant to secure the occupancy, maintenance and safety of this very fine Grade I listed building, whilst ensuring that the public are still able to enjoy views of the house, together with an annual right of access to the interior. If so, Recommendation 1 may be agreed.

Members may however consider that the proposed variation results in an unacceptable loss of public access and is not justified to secure the preservation of this historic building, particularly given there is no guarantee of achieving this. If so, Recommendation 2 may be agreed.

8.0 OBSERVATIONS OF BOROUGH SOLICITOR

When making their decision, Members must have regard to all relevant planning legislation, regulations, guidance, circulars and Council policies.

Members have before them two recommendations namely:

Recommendation No 1 – to proceed with the draft Deed of Variation to modify the section 52 Agreement;

Recommendation No 2 – to refuse the proposal to modify the section 52 Agreement – so that the terms of the current section 52 Agreement remain unchanged.

In considering the merits of the recommendations and balancing the considerations identified in this report, Members should consider carefully the reasons advanced by the owner for a change in the terms of the section 52 Agreement, with the merits of the points made by objectors in relation to the effect of the modifications on public access.

Members should take their decision in accordance with the development plan unless material considerations indicate otherwise. Among the material considerations, regard should be had to the policies contained in ODPM Circular 05/05 “Planning Obligations” (the Circular).

Paragraph B59 of the Circular 05/05 states that:

“Planning obligations can only be modified or discharged by agreement between the applicant and the local planning authority, or following an application to the local planning authority five years after the obligation has been entered into.”

On this occasion, the owner has sought agreement by consent, rather than the making of a formal application.

It is important for the Committee to focus on the planning merits of the proposed draft Deed of Variation. The Committee is entitled to have regard to any changes in the planning circumstances on the site in the intervening period between the completion of the section 52 Agreement in 1984, and the present day, including changes in policies and other material considerations. The Committee should be able to determine and formulate reasons for their decision that address what planning purpose(s) will continue to be served by either refusing to modify the section 52 Agreement in the manner proposed, or agreeing to the draft Deed of Variation.

As explained, the owner has not made a formal application under the provisions of Section 106A of the Town and Country Planning Act 1990, and the *Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992*. It is open to the owner to make such a formal application to the local planning authority if the current proposal is rejected, and that application would be made under section 106A to the local planning authority.

If a formal application to the local planning authority was not determined within the statutory time limits or refused, the owner as applicant for the modification would have a right to appeal to the Secretary of State.

9.0 OBSERVATIONS OF THE DIRECTOR OF FINANCE

The report indicates that the costs of preparing the deed of variation will be fully met by the developer.

Consequently, there are no financial implications for this Planning Committee or the Council.

Reference Documents

- (a) s52 Agreement dated 12 July 1984
- (b) Appeal Decision APP/R5510/A/06/2021297 dated 05/01/07.

Contact Officer: VANESSA SCOTT / CHARMIAN BAKER

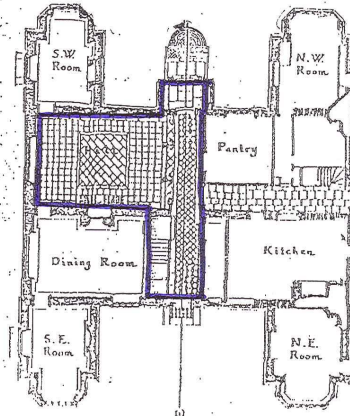
Telephone Nos: 01895 556167/558107

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PROPOSED
PRINCIPAL
ROOMS TO
BE OPEN TO
PUBLIC VIEW
EDGED BLUE

PLAN B2

THE EBBW ADAMS
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FOR
SWAKELEYS HOUSE LTD.



GROUND FLOOR PLAN

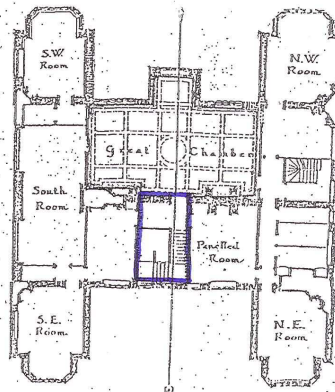
PLAN B2 - SWAKELEYS HOUSE: PUBLIC ACCESS TO GROUND FLOOR PROPOSED IN DRAFT DEED OF VARIATION

SWAKELEYS
ICKENHAM

PROPOSED
PRINCIPAL
ROOMS TO
BE OPEN TO
PUBLIC VIEW
EDGED BLUE

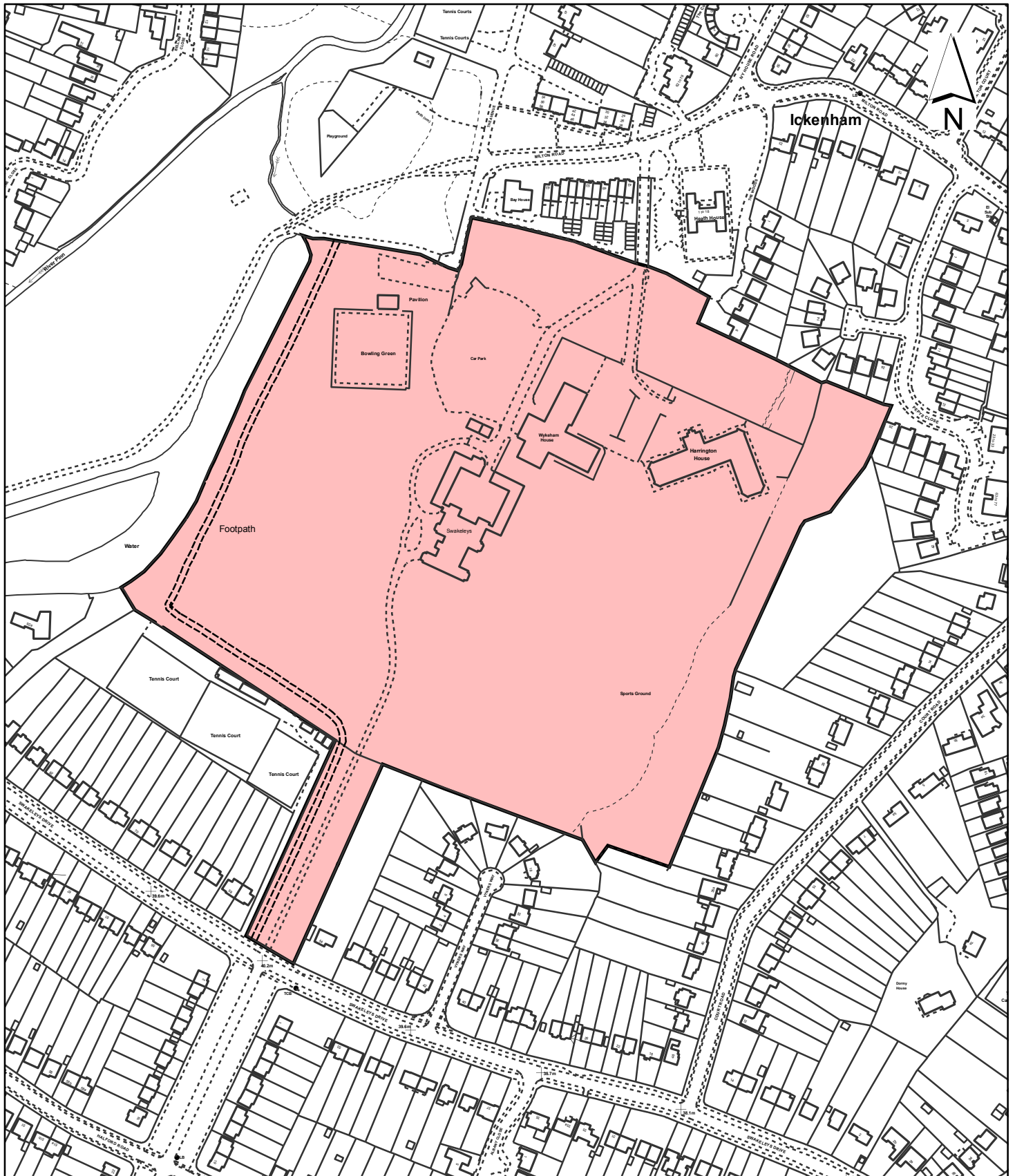
PLAN B1

THE EBBW ADAMS
NEWSON PARTNERSHIP
FOR
SWAKELEYS HOUSE LTD.




FIRST FLOOR PLAN

PLAN B1 - SWAKELEYS HOUSE: PUBLIC ACCESS TO FIRST FLOOR PROPOSED IN DRAFT DEED OF VARIATION



Notes

 Site boundary

For identification purposes only.

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Site Address	
Swakeleys House Ickenham	
Planning Application Ref:	Scale
23202/F/81/1435	1:3,000
Planning Committee	Date
North	November 2009

LONDON BOROUGH OF HILLINGDON

Planning & Community Services

Civic Centre, Uxbridge, Middx. UB8 1UW
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HILLINGDON
LONDON