

Report of the Head of Planning & Enforcement

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: 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.
- 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 six years to the extent to which the public are allowed access to the site. The Deed of Variation is intended to help 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 Swakeleys House have been enjoyed for 25 years, and are greatly valued by local residents. The original proposal, submitted in 2009, to change the access rights relating to the perimeter path and the interior of the house, generated many objections and six petitions from a wide range of local groups and individuals. These were heard at North Planning Committee on 3rd December 2009, where the application was deferred to enable the applicant to submit further information regarding the marketing difficulties encountered when attempting to let Swakeleys and to enable further negotiations to take place with the applicant.
- 1.4 Further information concerning the marketing of the house has been provided by the applicant, and is set out in paragraph 7.1 of the report.

- 1.5 Further negotiations between officers and the owner have also taken place, including discussions with the Ward Councillors, This has resulted in a revision to the original proposal. Whilst the original proposal included the closure of the perimeter path with mitigating landscaping measures, as well as reduced public access to the house, the current proposal removes the path and landscape measures from the proposal. The current proposal will include public access to the house on one day per year during the Open City Weekend and the applicant will also be required to produce a written guide to the house and a standalone website.
- 1.6 In this revised proposal, the provision for public access to the house is considered to strike a balance between the need to open the house in a structured way, for the enjoyment of the public, and the need for it to be occupied, fully maintained and secured by attracting a new tenant.

2.0 RECOMMENDATION

To proceed with a Deed of 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. Clause 1.7 (relating to access to the house) to be deleted in its entirety**
- ii. To insert a new clause 1.7 to read:
“Those parts of Swakeleys shown coloured blue on Plans B1 and B2 annexed hereto will be open for public access as follows:-
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 one day per year, (10 am -4 pm), during the Open City Weekend (or by whatever name this event may subsequently be known).
The details of opening times and arrangements in relation to the Open City Weekend are to be determined by the Applicant in consultation with the Council.
If Open City Weekend (or by whatever name this event may subsequently be known) for whatever reason ceases to exist the Applicant covenants with the Council to continue to open Swakeleys on one day per year (10am-4pm) for inspection by persons having an interest in the architectural or historical value of Swakeleys”.**
- iii. 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 City Weekend, the content of which is to be agreed with the Council in advance of distribution”**

- iv. **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”.
- v. **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”.
- vi. **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”.

2.1 This recommendation would lead to the reduction in formal visitor access to the house from three days each year and at other times by written request to one day per year during the Open City Weekend. The perimeter path would remain open and the Bowls Club and Ickenham Festival Committee would continue to negotiate directly with the owner, or subsequent tenant, regarding their particular interests.

2.2 This recommendation would provide benefits which would include a written guide to the house, a stand-alone web site, and the opening of the house for one day per year during Open City Weekend.

2.3 Although an indirect consequence of reaching agreement, the local planning authority’s consent to the Deed of Variation is likely to help 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 in the grounds, which local residents enjoy.

2.4 Whilst there would be some loss of existing rights of public access to the house, both in the reduction of the number of days, from three to one, and in the closure of the Great Chamber to visitors, it is considered that the current proposal does strike a reasonable balance between the need for Swakeleys House to be occupied, fully maintained and secured and the continuing public access for the benefit and enjoyment of all.

3.0 CONSIDERATIONS

Site and Locality

3.1 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 in its original form, and whilst the house was used for many years by the Post Office Sports Club, 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.

Proposal

- 3.2 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. It should be noted that the owner has sought agreement by consent.

Relevant Planning History

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 In December 2009, an application to vary the s. 52 Agreement was considered by North Planning Committee. The variation proposed the stopping up of the perimeter path, mitigating landscaping works and a reduction in access to the house from three days to half a day, with the loss of access to the Great Chamber. The application was deferred for "further information to be sought on marketing the property, and to enable further negotiations to take place regarding the feasibility of installing secure fencing to the perimeter path, appropriate landscaping improvements and to increase the level of access to the house." Following such negotiations, the revised proposal is now before Committee for consideration.

Comment on Relevant Planning History

- 3.7 The current s52 Agreement, which is still in force, was drawn up in connection with the Harrington House development, and signed on 12th July 1984. 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.
- 3.8 The proposed terms of the draft Deed of Variation would result in a reduction to public access to the property, by amending the terms summarised in clause (ii) above. This section would be replaced with a clause that makes provision for public access on one day per year during the Open City Weekend, provision of a standalone website and the creation of a leaflet. The terms summarised at subparagraphs (i) and (iii) will remain unchanged, and it should be noted that term (iv) has been complied with and discharged.
- 3.9 The proposal for a Deed of Variation has been requested on the basis that the property has been empty for over six years and information has been submitted to support the applicant's claim that the current public access arrangements have deterred prospective purchasers and tenants. Additional information 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

- 4.1 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.
- 4.2 In terms of the current proposal, the site notices were placed on the main gates to Swakeleys House in The Avenue, and at the Bowling Club end of the perimeter path on 16th February 2010. The notices allowed until 2nd March 2010 for comment.

5.0 CONSULTATIONS

External Consultees

- 5.1 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.

- 5.2 On 16th February 2010, consultation letters were sent, in the post and by e-mail, to the Ickenham Residents Association and the Conservation Area Advisory Panel. In addition, Swakeleys Bowls Club and all six of the previous petitioners were consulted, by letter and e-mail.
- 5.3 Seven responses have been received and the previous response received from English Heritage still remains valid.

- **The Ickenham Residents Association** reported that they had taken 'comprehensive soundings from members, local residents and groups, as well as history societies'. The majority view was that, in view of the importance of the house, the owner should consider opening it on two days annually. If untenable, they suggest that the Deed of Variation ensures that the provision for annual access continues even if the concept of Open House should cease. The Great Chamber should be open to the public. If it is not, then the owner should ensure that there is sufficient access on the landing area to reduce the risk of visitors viewing the staircase falling as they turn round at the head of the stairs. The retention of public access to the perimeter path is welcomed, and it is recommended that maintenance be regulated through the new Agreement.
- **The Conservation Panel** remains concerned that restricting public access to Swakeleys House runs contrary to the spirit of previous opening arrangements and of the Open House Weekend programme. They maintain that restricting rooms to be opened to the public will curtail visitor numbers, and deny visitors the opportunity to see some of the best Jacobean features of the house. The website will not compensate for this.
- **The Ruislip Northwood and Eastcote Local History Society** objects to the closure of the interior of the house on three days per year, and the reduction of the area open to view. They point out that the access requirements of three days opening per annum were known at the time of purchase and reflected in the purchase price. They want to see the Great Chamber and other parts of the building open to the public, as well as the hall and stairs.
- **The Ickenham Festival Committee** welcome the use of the Open House weekend as a way of publicising public access to a very wide audience, and hope that agreement can be reached on times and rooms to be opened. They are grateful at the goodwill shown by the owner to the Festival Team over the years. However, they would like provision for the one day per year currently provided for the Festival to be increased to three days per year, to take account of the setting up, the service in the grounds and the taking down, and would like this arrangement formalised in a revised section 52 Agreement.
- **Swakeleys Bowls Club** seeks a new longer term lease, as their current lease has formally expired. They state that it is difficult operating in a climate of

uncertainty, and they are looking to the Council for help and support. The owner has offered the Club a new three year lease, on condition that changes to the S52 Agreement are secured. This has been agreed in principle, with a view to extending the timescale if a new tenant at the house were agreeable.

- **The Avenue Residents Association** regrets the reduction in public access to the house to one day per year, but understand the need to find a tenant and would not object provided that a) this will ensure that a tenant is found and b) the public is guaranteed access once a year.
- **A former petitioner (Mr. Millen)** has responded to say that he regrets that the house will only be open for one day a year instead of three but welcomes the extension to a full day from just one morning.
- Formerly, **English Heritage** commented that they did 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 welcomed the opening of the grounds and house on the Open City Weekend and the continuation of the use of the grounds for the Ickenham Festival. (These views are still relevant to the amended proposal.)

6.0 Internal Consultee

Conservation

- 6.1 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.
- 6.2 The house has been vacant for over 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 firm.
- 6.3 The best use for the house, and the adjoining stables, is offices, as it means that the internal layout can remain largely unchanged. However it is not an obvious location for offices, as the rooms are unsuited to the introduction of heavy equipment and extensive cabling and the high ceilings, large rooms and single glazing would make this an expensive and difficult building to occupy. The range of prospective tenants is likely to be restricted to those specifically wanting prestigious headquarters buildings.
- 6.4 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 City 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 the opening of Swakeleys House is properly organised 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.

- 6.5 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. However, 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.
- 6.6 With regard to the enjoyment of the House's magnificent exterior, this can be viewed on Open City Weekend, and also at the Ickenham Festival. The view can also be enjoyed fully from parts of the perimeter path, which is to be retained for public recreation.
- 6.7 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.

7.0 MAIN PLANNING ISSUES

Marketing Information

- 7.1 It is considered that the principal issue is that of securing the long term future for Swakeleys House. The house has been empty since June 2003 and, whilst the owner has provided security, heating and ventilation, the house does need regular maintenance and some works of repair, for example to the sash windows. The owner states that the house will need to be occupied in order to provide the necessary income to ensure the regular maintenance and repairs are carried out. 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.
- 7.2 However it is also a consideration that the public access arrangements have been in place for over twenty five years and there is no guarantee that a reduction in public access will result in the applicant finding a suitable tenant for the house.
- 7.3 Further to the instruction given to officers at the North Planning Committee on 3rd December 2009, information has been sought to substantiate the owner's contention that the extent of public access has deterred prospective occupiers.
- 7.4 A detailed letter was submitted in February 2009 from the letting agents DTZ, describing how the house had been marketed since 2003, and setting out

their views as to why Swakeleys has not been let successfully to date. They state that marketing activity has comprised of the following;

- inclusion of the property in colour brochures;
- mailed to thousands of potential customers locally, in London and overseas (the Middle East) on five occasions;
- production of letting boards on six occasions (these were regularly vandalised);
- an open day in 2004, with incentives to potential occupiers;
- advertisements in the Estates Gazette and other commercial publications;
- regular PR activities resulting in mentions in numerous property magazines; the establishment of a bespoke website;
- listing on various databases; and
- inspections on site.

7.5 The applicant points out that the nature of Swakeleys House as a Grade I listed office building in its own parkland is that it caters for a very select group of potential occupiers, willing to bear the much greater costs of operating a listed building as opposed to modern, purpose built office accommodation. Such firms, he maintains, require privacy.

7.6 DTZ state: "We are required by law to inform interested parties of the access rights to the interior of Swakeleys House for the public on three days each year and upon other such days in each year for representatives of recognised societies, and this has been a major determining factor in prospective occupiers deciding that Swakeleys House is not a suitable option for them"

7.7 Also "We recently had two major international groups, one from Russia and one from Saudi Arabia, who both inspected the property on three occasions and entered into detailed negotiations with CES (Ickenham) Limited. However, when they became aware of the access requirements, the negotiations terminated, since they felt that the absence of privacy and the resulting reduction in security was completely unacceptable to them."

Access to the Interior of the House

7.8 It is proposed to reduce public access arrangements to the interior of the House from three occasions per year, and at other times by written request, to one day per year, between 10.00 a.m. and 16:00 p.m during Open City Weekend. This represents an increase in access from 3 hours to 6 hours, over and above the original proposal deferred by North Planning Committee in December 2009.

7.9 In this proposal, the parts of the house open to the public would remain restricted to the vestibule, stairs and landing, to enable the viewing of the Harrington Screen and murals. The Great Chamber has been omitted from the proposal. The applicant maintains that the room represents the most desirable space for office use, and that it would not be possible to clear it for a day, once occupied as such.

- 7.10 Open City Weekend (formerly 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 London. The applicant opened Swakeleys House to the public this year as part of Open City Weekend. A photograph of Swakeleys House was included in the Open City brochure, and the house attracted hundreds of visitors from nearby and much further a field. The draft Deed of Variation makes provision for the applicant to produce a suitable leaflet for visitors on this annual occasion.
- 7.11 Whilst Open City Weekend is a means of ensuring good publicity, and the provision of volunteer stewards, the Applicant reports that there were still security issues encountered at the Open City Weekend. Members of the public broke through security measures to enter those parts of the building that were restricted and unsupervised. There were also instances of damage carried out towards the building. This further supports the need to strike a balance between allowing continuing public access to the principal parts of the house, whilst controlling access as closely as possible and limiting its impact on a potential occupier.

The Perimeter Path

- 7.12 The proposed variation does not seek to change the provisions for public access to the perimeter path. In his accompanying submission, the owner has agreed to review fencing options to take into account the views of the house, protecting the safety of the public, protecting the security of the house and grounds and respecting the character of the listed building. Given the complexities of finding a solution to this, and the need to find an occupier quickly, the owner has decided to exclude the path from the current proposal.

The Bowls Club

- 7.13 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. Officers have been informed that the owner has agreed to offer a new three year lease, which could be renewed if a prospective occupier of Swakeleys House were to agree to it in the future. The Bowls Club consider that this short time scale and the uncertainty over their future is of great concern, and is making 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.

The Ickenham Festival

- 7.14 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 to utilise the day after the festival to hold the closing

church service, and take down. The festival organisers are grateful for that continuing goodwill. Nevertheless they have asked that the current arrangements be formalised in a variation to the s52 Agreement. The formalisation of this three day arrangement does not form part of this report.

Conclusion

- 7.15 It is considered that the draft Deed of Variation, now proposed, 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 visit the interior of the principal parts of the house, one day a year.

8.0 OBSERVATIONS OF BOROUGH SOLICITOR

- 8.1 When making their decision, Members must have regard to all relevant planning legislation, regulations, guidance, circulars and Council policies.
- 8.2 Members have before them a recommendation to proceed with the draft Deed of Variation to modify the section 52 Agreement;
- 8.3 In considering the merits of the recommendation 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.
- 8.4 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.

- 8.5 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.

- 8.6 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.
- 8.7 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

- 9.1 The costs of preparing the deed of variation will be fully met by the applicant.
- 9.2 Consequently, there are no financial implications for this Planning Committee or the Council.

Reference Documents

- (a) s52 Agreement dated 12 July 1984
- (b) Draft Deed of Variation to the s52 agreement
- (c) Appeal Decision APP/R5510/A/06/2021297 dated 05/01/07.

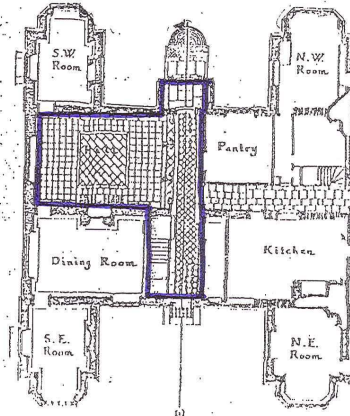
Contact Officer: CHARMIAN BAKER **Telephone Nos:** 01895 250230

SWAKELEYS
ICKENHAM

PROPOSED
PRINCIPAL
ROOMS TO
BE OPEN TO
PUBLIC VIEW
EDGED BLUE

PLAN B 2

THE ELDON ADVANCE
PENSION PARTNERSHIP
OF
SWAKELEYS HOUSE LTD.



GROUND FLOOR PLAN

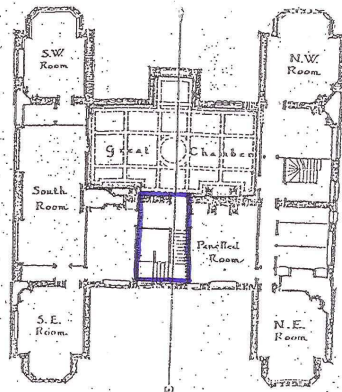
PLAN B2 - SWAKELEYS HOUSE: PUBLIC ACCESS TO GROUND FLOOR PROPOSED IN DRAFT DEED OF VARIATION

SWAKELEYS
ICKENHAM

PROPOSED
PRINCIPAL
ROOMS TO
BE OPEN TO
PUBLIC VIEW
EDGED BLUE

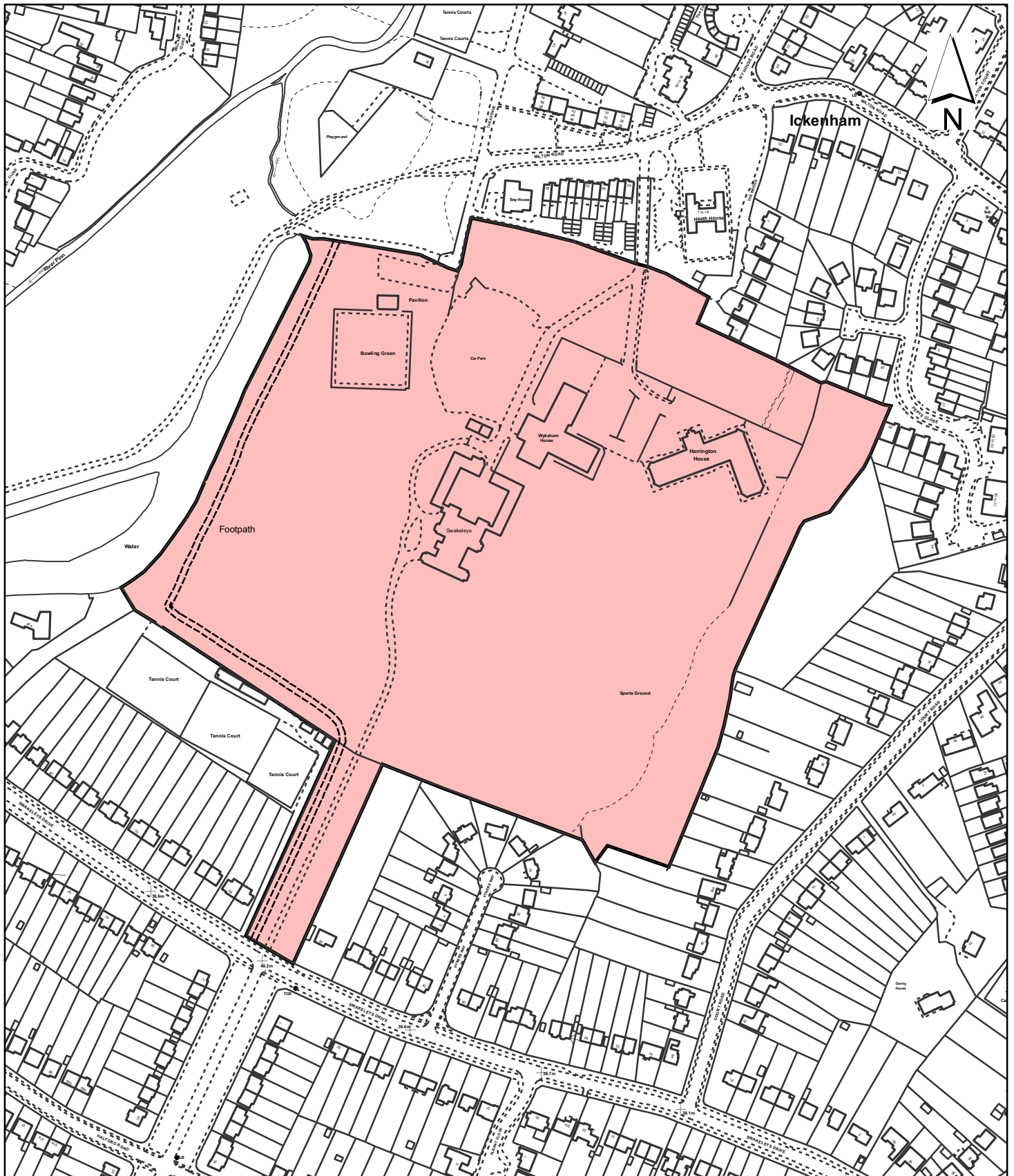
PLAN B 1

THE ELDON ADVANCE
PENSION PARTNERSHIP
OF
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**

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