

14/3070/FUL



Hampton Riviera

APPLICANT'S STATEMENT

Site Location: HAMPTON RIVIERA BOATYARD,
HAMPTON COURT ROAD,
EAST MOLESEY,
SURREY
KT8 9RP



Application : REMOVAL OF 1 (one). 13.9M FINGER AND REPLACEMENT WITH 1 NO/. 10M FINGER. RETENTION OF 1(one) FINGER, TO WHICH THE NEW REDUCED 10M FINGER IS TO BE ATTACHED AND WALKWAY.

Background:

THE APPEAL DECISION

Ref : Appeal 4 APP/L5810/C/12/2188542 Piles and Pontoons

The Appeal Decision in respect of the finger pontoons and pontoon walkway fronting the Huf House Required the current two fingers, which were specifically allocated for the exclusive use of the Huf House and Swiss Chalet to be removed. (See Plan A referred to in the Appeal proceedings).

We would respectfully refer you to Paragraph 46 of Inspectors decision. However the Appellants position is as follows:

The two fingers are required for leisure mooring for the sole purpose of use by the Huf House and the Chalet building exclusively. This was a conditional (SEE ATTACHED COVENANT EVIDENCE) of the purchase by the new Owner of the Boatyard's in September 2011.

In order to full fill this condition, the Owner has contacted the Environment Agency who guided him to make an application (variation) to amend the approved planning permission of February 2008 that counted for eight fingers for Boatyard use only.

An application was mad win February 2011 and approved by the EA in March 2014 to increase the previously approve application by 2 fingers.

It is important to stress the LPA that these two fingers must not be seen, are not for the Boatyard business as these are installed exclusively for the purpose of the neighbouring properties use.

The currently approved fingers by the EA measure 13.9 meters in length from walkway. This application seeks to reduce these to ten (10) meters in length.

In addition, this application includes for the retention of the walkway as this is the only means of access to the land of the Boatyard and the Huf House. Without this only form of access the Boatyard owner and the Huf house deprived of access to their own property, which is a breach of their Human Right to say the least!

It is claimed by the Appellant that the outcome of the Inspector was caused by a legal error by the Appellants own representatives at the inquiry.

In summary

By way of clarification, these two fingers are required for leisure mooring for the sole use by the Huf House and the Chalet building. This was a Condition (see attached Covenant evidence) of the purchase of the Boatyard by the current Owner in September 2011.

In order to fulfil this Condition, the owner contacted the Environment Agency who advised him to make an Application (Variation) to amend the approved Planning Permission of February 2008 which had eight fingers for Boatyard use only. An Application was made in February 2011 and approved by EA in March 2014, to increase the previously approved Application by two fingers.

This Application seeks Consent to reconfigure the two fingers by removing the last finger and pile, and attaching a 10 metre finger to the remaining finger, set parallel to the Riverbank. This configuration will permit mooring space to be allocated to the Swiss Chalet and the Huf House, and will reduce the extent of fingers and therefore any visual intrusion.

In addition, this Application seeks to retain the only riverfront walkway access to the land of the Swiss Chalet and the Huf House. This access is required as without this walkway, the Huf House has no means of access to the river frontage, and the boatyard and Swiss Chalet land is cut off from its own land access.

14.2 The right with or without employees and workmen at all reasonable times and on reasonable notice to enter the Property for the purpose of:

- (a) repairing, cleaning, maintaining and constructing or renewing any part of the Retained Land where those works cannot otherwise be conveniently or effectively carried out
- (b) repairing and maintaining the Service Media serving the Retained Land
- (c) reading any meters relevant to the supply of Utilities to the Retained Land

The person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable

14.3 The right of support and protection for the Retained Land from the Property and to retain in place any part of the buildings comprised in the Retained Land today which overhang or protrude on to the Property

14.4 The right to build on develop and or alter all or any part of the Retained Land even if that building or development reduces the access of light or air to the Property

14.5 A right of way on foot only along the stretch of the pathway shown shaded green on the Plan

14.6 A right for the owner or occupier of The Chalet and The Huf House each to moor one vessel along the river front of the Property of no more than 12 metres in length at a south facing angle provided the owner or occupier enters into a Licence Agreement with the Transferee or the Transferees successors in title containing the following obligations on the part of the owner or occupier namely

- (a) to pay a market rate licence fee
- (b) to pay for all services and utilities supplied to the mooring

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