PORT OF LONDON AUTHORITY
HARBOUR REVISION ORDER PUBLIC INQUIRY
SUBMISSION OF MR SIMON ANTHONY
13 FEBRUARY 2025

Introduction

My name is Mr Simon Anthony and, despite not being an "objector" at the Port of London Authority's ("PLA") so-called "consultation" in 2019 (over five years ago) into its proposed **Harbour Revision Order** ("HRO"), I have been given leave by the Inquiry's Chair to make a written submission as a *"member of the **public**"* and an *"interested party"*. I am a retired chartered accountant and, after working for many years in Hong Kong for PwC, I spent the last decade of my career in London assisting law firms, primarily Clifford Chance, Herbert Smith and DLA Piper, in a number of major commercial disputes and investigations.

The reason I have become involved with this process is because since 2003 I have owned a residential balcony at **Cubitt Wharf** ("CW") on the Isle of Dogs that partially overhangs the Thames at high tide and, on behalf of CW's residents and numerous other balcony owners along the river, have been challenging the PLA's extortionate balcony charges for the last two years. The more I have learned about the **PLA** and the way it **abuses** its already considerable **powers**, the more **concerned** I have become about its attempt, through its **Amended HRO** dated 16 January 2024 ("AHRO"), **to increase those powers** even further.

In summary, the PLA has been **abusing its powers** for decades with regard to its ***"River Works Licence"*** ("RWL") **charges** for **residents** living either on the tidal Thames riverbank or on the river itself. One result of this is that residents **with balconies** that overhang the river, of which there are more than **647**, are now expected to **pay** (including VAT) the **PLA per square metre** ("sqm") for those balconies **more than their flats are worth per sqm**. This situation is clearly **ludicrous** and the related **charges extortionate**. Notwithstanding this, the PLA has been telling its "stakeholders", the Inquiry, Members of Parliament ("MPs") and others that all of its charges are *"fair and equitable"* and usually only increased in line with inflation. Even when residents first agreed 18 months ago to form a *"working group"* with the PLA to discuss its balcony charges, the PLA has subsequently obfuscated by repeatedly refusing to discuss key relevant information.

With this **AHRO** the PLA is now seeking to **increase its powers** in a number of ways that will enable it to **extort even more money** from hapless balcony owners, including:

- Splitting RWLs between a *"permission"* and an *"interest in land";*
- Making it compulsory on transfer of a flat or building with a balcony RWL to transfer the RWL;
- Creating a new criminal offence if the PLA isn't notified within 28 days of the transfer of a flat or building with a balcony RWL;

- Giving itself new powers to forcibly remove balconies;

- Disapplying land and tenant law to leases of balcony airspace; and

- Increasing the period required for a balcony owner to obtain "adverse possession" of the related airspace from the usual 12 years to the 60 years enjoyed by the Crown.

As I explain in this submission, all of these proposed changes fail to properly consider the legal and practical implications for residents with proprietary interests in riparian land and should be either **resisted** or, at the very least, **radically amended**.

In addition, the PLA's **failure to consult holders of its RWLs**, particularly the holders of balcony RWLs (of which there are only approximately **73** and in respect of which it has all the necessary contact details), is simply **outrageous**; these **affect 1,000s of people**. The PLA may have complied with its very limited legal consultation obligations, but it has not compiled with its moral ones. This should render the whole **HRO** process null and void and the AHRO should be put to a **reconsultation**.

Furthermore and although not within the remit of this Inquiry, the Department for Transport ("DfT") should consider **scrapping** the current **Port of London Act**, which the PLA agree is **not *"fit for purpose"***, **entirely** and establishing a **new** body to be "**custodian"** of the Thames in central London (the PLA could continue to be responsible for pilotage and navigation further downstream).

All statements attributed herein to the PLA, unless otherwise indicated, are to either its Amended *"Statement in Support"* dated 16 January 2024 or its *"Statement of Case"* dated 19 December 2024. Also, all statements attributed herein to PLA employees, unless otherwise indicated, are to either their *"Proof of Evidence"* dated 23 January 2025 or their *"Rebuttal Proof of Evidence"* dated 6 February 2024. In addition, all such statements are referenced in a footnote.

All prices are converted at relevant dates and as appropriate using the Bank of England's *"Inflation calculator"*, for example into January 2024 prices.

This submission is set out under the following headings (reference to relevant AHRO Article number/s):

1. The PLA and its RWL charges;

2. Background to balcony RWLs;

3. Amounts charged for balcony RWLs;

4. PLA's history of abusing its powers with regard to RWLs;

5. Balcony charges *"working group";*

6. Splitting RWLs between a *"permission"* and an *"interest in land"* (Articles 9 & 30 to 33);

7. Compulsory transfer of RWLs and related new criminal offence (Article 40);

8. New powers to forcibly remove works (Articles 19 & 34);

9. Disapplying landlord and tenant law to leases (Article 10);

10. Extending "adverse possession" period for foreshore by 48 years (Article 78);

11. Failure to "consult" balcony RWL licensees about this HRO; and

12. Conclusion.

1. The PLA and its RWL charges

The PLA was created in 1909 when the British Empire was at its height and the Port of London ("PofL") was the largest port in the world. Since the most recent PofL Act was passed in 1968 ("PofL Act") and as **Sir Simon Hughes** told Parliament in 1994, the London Docklands is:

> *"...not a working port anymore… [t]he **Port of London** has **moved downstream** to Tilbury [and been privatised,] …the wharves have become offices and flats… [and t]hat makes it an **entirely different area to manage**."*

Consequently, the **PLA no longer** has a **commercial "port" to manage**. It's now mainly responsible for managing safety on the tidal Thames, which primarily involves maintaining navigation channels, moorings, lights and buoys and providing pilotage services for ships entering and leaving the new docks at Tilbury, London Gateway and elsewhere downstream.

Nonetheless, the PLA has **retained all of the powers** it had when it did have a port to manage and these **include** the ability to **license** and charge for ***"works"*** in , on or over the river. In the last century when London's docks were based around Shad Thames, Wapping, Limehouse and the Isle of Dogs such works were required for commercial shipping and included cranes, jetties, piers and "campsheds"[1] and the PLA refers to any related licence as a RWL.

In 2023 the PLA's **total revenue** was **£91m**, the bulk of which came from *"pilotage"* and *"conservancy"* charges; £63m or 70% of its total revenue[2]. RWL charges were **£16.5m** or **18.2%** of its total revenue for that year[3] and this was approximately **double** the **9.7%** they comprised in 2004[4]. Whilst the PLA's other revenue has increased over the last two decades roughly in line with inflation, its revenue from **RWLs** has increased by almost **three times** the rate of **inflation**.

The PLA sets out details of its charges each year in, what the CFO, **Mr Steven Lockwood**, describes as, a ***"charge book"***[5] and this currently (i.e. for 2025)[6] runs to 39 pages. However, its **charges** for **most RWLs** are conspicuous by their **absence**; the **only RWLs charges** set out in the charge book are in a three short sections on page 36 (the related *"protocol[s]"*[7] for the first two have recently been removed from the PLA's website and there is no *"protocol"* for the last one):

- one for *"Houseboats"* (setting out one element used in the charge calculation)[8]*;*
- a second for *"End of garden mooring[s (or jetties)]"*; and
- a third for, what the PLA calls, *"Navigational licences"*.

Based on the revenue from the 41 houseboat RWLs in 2012 (£0.6 million[9] in January 2024 prices for 280 houseboats) and the minimal fees charged for and limited number of both end-of-garden moorings (£105pa per linear metre in 2025 for approximately 60 moorings/ jetties) and structures requiring "*navigational licences"* (£415pa, presumably, per building in 2025), the total proportion of the PLA's RWL revenue represented by these three types of charge is likely to significantly **less than 10%**. As a result, the **PLA**is **<u>not</u> disclosing** its **charges** for works that generate **<u>over 90%</u>** (= 100% less 10%) **of its RWL revenue**.

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[1] Wooden piles and planking in the river that raise the riverbed and allow boats to sit upright and level when the tide goes out
[2] Note 3, PLA Annual Report & Accounts 2023
[3] Note 3, PLA Annual Report & Accounts 2023
[4] Note 2, PLA Annual Report & Accounts 2005 (2004 restated)
[5] Paragraph 2.5, *"Proof of Evidence"* of the PLA's Mr Lockwood dated 23 January 2025
[6] Exhibit 1
[7] Paragraph 2.2, *"Rebuttal Proof of Evidence"* of the PLA's Mr Lockwood dated 6 February 2025
[8] The methodology is set out (page 5) in the PLA's *"...[RWLs] for Residential Use - Review of Charging Method Final Recommendations Report Version II"* dated 23 December 2011 ("Houseboat Report"); Exhibit 2
[9] £0.4 million in 2012, Houseboat Report (pages 3 & 7); Exhibit 2

Given that a significant portion of this revenue is from **residents** living along the river, it is astonishing that the PLA can get away with this **lack of transparency**. In addition, it is clear from this **AHRO** that the PLA is keen to maintain this lack of transparency in its RWL charges. This is partly because, as I explain below in relation to **balcony charges**, the PLA knows it **hides** an unbelievable level of **unfairness** in these charges. No other body, let alone one entrusted to be the custodian of a major public asset, would be allowed to get away with this level of opaqueness in respect of its charges.

2. Background to balcony RWLs

When commercial warehouses along the river between the City of London and the Isle of Dogs were converted into residential flats at the end of the last century many riverside **drop-down cargo bay loading ramps** contained therein were replaced with balconies[10]. Those loading ramps were **not** classified by the PLA as **works** and did not, therefore, require RWLs. However, the PLA spotted an opportunity to generate more revenue and, along with requiring new RWLs for long disused commercial structures like cranes and campsheds, insisted developers obtain RWLs for these new residential balconies. When the PofL Act was first passed in 1908, and even in 1968 when it was last updated, **Parliament** would **never** have **envisaged** that the PLA would one day seek to classify residential **balconies** as **commercial works**.

The **London Dockland Development Corporation** ("LDDC"), which was created in 1981 to acquire all of Docklands from the PLA and to develop it, was given extensive powers, including the granting of planning permission. The LDDC required some historic disused commercial infrastructure, like cranes, to be retained and maintained in perpetuity. Unfortunately, **no thought** appears to have been given to the **overlapping powers of the PLA** along the river's edge in respect of such **structures** and the **PLA** has repeatedly **threatened** to forcibly **remove some** (for example, the crane at CW), despite LDDC agreements (under section 106 of the Town and Country Planning Act 1990) specifically prohibiting this.

The PLA's Director of Planning & Development, **Mr James Trimmer,** states that the PofL Act's RWL regime:

> *"...**provides** the necessary **statutory basis** for the consented work to **impede the public right of navigation** existing on the tidal River Thames… [and conversely] ensures that, without the express statutory approval of the PLA, the public right of navigation is maintained"*[11].

[10] For example, see photos of CW before (in 1986) and after its conversion; Exhibits 3 and 4
[11] Paragraph 2.9, *"Proof of Evidence"* of the PLA's Mr Trimmer dated 23 January 2025

Balconies overhanging the Thames at mean high water, typically by less than a metre and either along the edge of the river or up discussed inlets (like St Saviours Dock in Shad Thames), do **not** *"...**impede the public right of navigation**..."* **in any way** whatsoever. This is, presumably, why the loading ramps most of these balconies replaced didn't require a RWL.

Nonetheless, almost all developers acquiesced to PLA's demands for balcony RWLs; most likely because they were reluctant to get involved in a lengthy and expensive legal dispute. **Most** agreed to pay one-off **upfront** premiums for **long term** (usually 125 or 999 years or "in perpetuity") RWLs and/or leases of the related foreshore/ airspace. The **rest** agreed to **annual** RWLs, with quarterly payments and annual inflation based increases. As explained in the next section, the PLA has been **exploiting** the **latter** type of RWL over the last decade or so to **exponentially increase** the related **charges**.

3. Amounts charged for balcony RWLs

The PLA's **Mr Lockwood** attempts to justify, unbelievably briefly, why the PLA's charge book excludes almost all **RWL charges** by stating that:

> *"...these [charges] are **covered** under **longer term** and **individual agreements**"*[12].

With regard to **balcony RWLs** and as explained below, this is **no justification whatsoever**.

Whilst it is true that many balcony licences are *"long... term"*, the one-off **upfront premiums** paid merely represent the **capitalisation** of the **annual charges** that would otherwise have been paid over the term of the RWL. Also, this **doesn't justify not disclosing** the PLA's current **charges** for **annual** balcony **RWLs**.

In addition and whilst it's true that all RWLs involve *"...individual agreements",* this **doesn't justify not disclosing** the **charges per sqm** on which those agreements are based; all such charges should, of course and according to Mr Lockwood, be ***"fair and equitable"***[13]. No energy company supplying the general public would be allowed to get away with failing to disclose its charges and certainly no other monopoly supplier like the PLA.

[12] Paragraph 2.5, *"Proof of Evidence"* of the PLA's Mr Lockwood dated 23 January 2025
[13] Paragraph 8.4, *"Proof of Evidence"* of the PLA's Mr Lockwood dated 23 January 2025

Since the **PLA** has repeatedly refused to **disclose** comprehensive information about its **balcony RWL charges**, I have obtained many 100s of RWLs and other relevant documents from the Land Registry and have been in contact with numerous residents along the river. As a result and despite the PLA failing to maintain complete and accurate records itself, **I have produced** a reasonably complete and accurate **analysis of all balcony RWLs**, as well as of a significant **sample** of **RWLs for other structures** (see my letter, together with its related Appendix, dated 28 October 2024 to the PLA's CEO, Mr Robin Mortimer)[14]. Without this information it would have been impossible to challenge the PLA's obvious abuse of its powers with regard to its balcony charges.

This information shows that in total there are at least **73 balcony RWL licensees** in respect of at least **647 balconies** (with individual licenses being in respect of anything between one and 70 balconies and usually with only one balcony per flat) and these are split between:

- **32 licensees** in respect **436 balconies** whose developers or owners paid **upfront** premiums; and

- **41 licensees** in respect of **211 balconies** whose developers or owners are either paying or being asked to pay **annual** or, in some cases, **upfront** charges.

In order **to make comparisons** between charges, irrespective of whether they are upfront or annual and to what date they relate, I have **converted**:

- all **upfront** payments (excluding VAT)[15] into equivalent **annual** payments using, as the PLA currently does, a 4% discount rate (or capitalisation multiple of 25), and

- the resulting **annual** charges into **January 2024** ("today's") **prices**.

[14] Exhibits 5 and 6 (HAR/1gg & HAR/1hh), but please note the following additions/ corrections: Nos.6 & 7 in Table A have 20 & 32 balconies respectively and for no.17 in Table A the term is 200 years (not *"in perpetuity"*)

[15] All RWL charges are stated herein excluding VAT, but note the appropriateness of the PLA's practice of adding VAT to its residential RWL charges (starting at various times for different licensees) is currently being assessed by KPMG; page 3 of letter dated 27 November 2024 from the PLA's Mr Mortimer to Mr Anthony; Exhibit 7 (HAR/1ii)

Amounts paid by developers or owners **upfront** average the **equivalent of £73 per annum** ("pa") (or £1,824 upfront) in today's prices **per sqm of balcony** and range from £16pa to £157pa (or £400 to £3,925 upfront) per sqm. Otherwise, usually a fairly **modest initial annual** charge was agreed, subject to inflation based increases. However, most of these RWLs included (in the small print) **charge *"review dates"***, which were typically either ***"...from time to time...*"** or at **five yearly** intervals, and, despite being in respect of structures with a freehold and/or long leasehold property interest, these RWLs were **not assignable** on a sale of the property (for example, see clauses 2.1 & 7 and 1.1 & 7.1 of RWLs for St Saviours Wharf, Mill Street, St Saviours Dock dated 18 August 1987 and 9 April 2021 respectively and clauses 2.4.1 & 7.1 of RWL for Olivers Wharf, Wapping dated 22 April 2008)[16].

By taking advantage of both these review date clauses and property sales and also by abusing its statutory powers (threatening prosecution, forced removal of balconies and/or expensive arbitration), the **PLA** has managed to **bully** numerous **residents** and/ or their representatives (such as managing agents) into paying **unjustifiable** and **extortionate increases** in their balcony charges.

Amounts charged annually per sqm of **balcony** area used to be the same as for **fixed jetties** per sqm (but much more per sqm of river if the balconies are in a vertical column; see below). For example, in 1987 St Saviours Wharf, Mill Street was charged in **1987 prices £11.27pa** per sqm for its 30 balconies and **£10.55pa** per sqm for its fixed jetty, over which the balconies hung[17].

However, the PLA is now typically demanding (excluding VAT) in today's prices an extortionate **£335pa**[18], or **£8,375** upfront, **per sqm of balcony** and, since balconies in converted warehouses are typically in a column of five, this equates to **£1,675pa** (= £335pa x 5 balconies), or **£41,875** upfront, **per sqm of river**. In contrast, the PLA's current charge in **today's prices** for a **fixed jetty** is approximately **£30pa**[19], or **£750** upfront, per sqm of river. Balcony charges are, therefore, now over **11 times** (= £335pa ÷ £30pa) **more per sqm** of **balcony,** or over **55 times** (= £1,675pa ÷ £30pa) **more per sqm** of **river,** than those for a fixed jetty as shown in the table below:

[16] Exhibits 8(a), (b) & (c)
[17] Exhibit 9
[18] Tables B and C, Appendix, letter dated 28 October 2024 from Mr Anthony to the PLA's Mr Mortimer; Exhibit 6 (HAR/1hh)
[19] Nos.15 to 21 and 24 to 26, Table D, Appendix, letter dated 28 October 2024 from Mr Anthony to the PLA's Mr Mortimer; Exhibit 6 (HAR/1hh)

Charge (ex VAT) in today's prices	Fixed jetty £	Balcony £	
Annual per sqm of:			
Jetty/ Balcony	30	335	(11 times)
River (assuming balconies in a column of five)	30	1,675	(55 times)
Upfront per sqm of:			
Jetty/ Balcony	750	8,375	(11 times)
River (assuming balconies in a column of five)	750	41,875	(55 times)

The PLA's charges for fixed jetties have been increased over the last quarter century in line with the rate of inflation, whereas the PLA's **charges** for **balconies** have, consequently, increased by **more than 11 times the rate of inflation**. Despite this, the PLA's **Mr Mortimer** when asked by the MP for Tower Hamlets, Ms Aspana Begum, about *"...the basis on which the charges for RWLs for overhanging balconies… [are] calculated"*[20] gave the misleading impression in an email on 2 May 2024 that these charges are normally increased in line with inflation:

> *"There is a charge attached to these licences which, once set, have **traditionally been increased in line with RPI**, unless an alternative arrangement is made"*[21].

The PLA's own charges book also gives a similar impression:

> *"[RWL] fees will be increased… in line with… RPI unless otherwise stated in the licence"*[22].

Mr Mortimer was, at best, being **disingenuous** and the PLA's charges document is clearly misleading. Almost all **balcony charges** have **not** been *"...**increased in line RPI**..."* but have, in fact, been increased by **many multiples of RPI**. For example, at one building in Limehouse (26 Narrow Street) containing four flats (each of which installed identical replacement balconies in 2009)[23] the PLA is currently trying to charge one flat, either annually or as a one-off upfront payment, **£278pa** per sqm for its balcony, despite charging in today's prices two other flats for their previous balconies (one annually since 1985 and the other as a one-off upfront premium in 2002) **£40pa** per sqm; this represents an **increase** of **seven times** (= £278 ÷ £40) the rate of **inflation**.

[20] Exhibit 33(a)
[21] Exhibit 33(b)
[22] Page 33, PLA charge book for 2025; Exhibit 1
[23] Letter dated 28 November 2024 from Ms Paula Jeffers to the PLA's Mr Fanning; Exhibit 10 (HAR/1ll)

As a result of such exponential increases, the PLA's **balcony charges** at **£1,675pa** per sqm of river are now approximately more than:

- **10 times** more than it charges (£168pa) for the **London Eye**[24] (or **50 times** per cubic metre of airspace)[25];

- **25 times** more than it charges (£65pa on average) for the seven floating **ferry piers** owned by **Transport for London**[26];

- **45 times** more than it charges (£36pa) for the residential **fixed jetty** at **Millennium Wharf**[27], Blackwall Reach;

- **65 times** more than it charges for the **end-of-garden** fixed **jetties**/ moorings at the **Chiswick Staithe** housing estate ("CS")[28];

- **75 times** more than either the **Environment Agency** under the Environment Act 1995 or a **public authority** under the Highways Act 1980 would charge (£22pa and £20pa respectively) if the balconies overhung the **non-tidal Thames** or a **public highway** respectively[29]; and

- **1,500 times** what it charged (£1pa) for the **Golden Jubilee footbridges**[30] on each side of the Hungerford Bridge.

This analysis clearly demonstrates that the PLA's balcony charges are **discriminatory** and **in breach** of both the:

- Department for Transport's ***"Ports Good Governance Guidance"*** issued in March 2018, which states (at paragraph 3.40) that: *"Trust ports… should set… charges… **[without] abusing a dominant position** in a market [and] should carry out functions and tasks in a **transparent** and accountable way";* and

[24] No.2, Table D, Appendix, letter dated 28 October 2024 from Mr Anthony to the PLA's Mr Mortimer and related photograph; Exhibits 6 (HAR/1hh) and 11 respectively
[25] Assuming a column of five balconies has a height of 20m and the London Eye a diameter/ height of 135m
[26] Nos.3 to 9, Table D, Appendix, letter dated 28 October 2024 from Mr Anthony to the PLA's Mr Mortimer and related photograph (of Westminster Pier); Exhibits 6 (HAR/1hh) and 12 respectively
[27] No.25, Table D, Appendix, letter dated 28 October 2024 from Mr Anthony to the PLA's Mr Mortimer and related photograph; Exhibits 6 (HAR/1hh) and 13 respectively
[28] No.1, Table D, Appendix, letter dated 28 October from Mr Anthony to the PLA's Mr Mortimer and related photograph; Exhibits 6 (HAR/1hh) and 14 respectively
[29] Page 10, letter dated 4 April 2024 from Mr Anthony to a PLA's Ms Cumberbatch; Exhibit 16
[30] No.10, Table D, Appendix, letter dated 28 October from Mr Anthony to the PLA's Mr Mortimer and related photograph; Exhibits 6 (HAR/1hh) and 15 respectively

- **Competition Act 1998**, which states (in section 18) that: *"...any conduct… which amounts to the **abuse of a dominant position** in a market is **prohibited**…. Conduct may, in particular, constitute such an abuse if it consists in… imposing **unfair** purchase or selling **prices** or… applying dissimilar conditions to equivalent transactions with other trading parties…".*

Mr Lockwood correctly states the PLA has:

> *"... a **statutory (and moral) obligation** to **charge** all customers on an **equitable basis** [and that it] want[s] to see **fair and equitable charging** across the river"*[31].

However, he has been intimately involved since joining the PLA over 18 months ago with the balcony charges issue and **must know** that the PLA's **balcony charges** are a **long way** from being "...***fair and equitable****…".* He even admitted at the PLA's Stakeholder Forum on 11 June 2024 that the PLA had:

> *"...**lost connection** with how… [it has] arrived at… [its] charges for balconies…*".

The **only justifications** the PLA has provided to residents for its extortionate balcony charges are either that:

- someone else (who's been bullied by the PLA) is now paying that rate and, therefore, it is now the **"market rate"**; or

- balconies are a distinct ***"asset class"*** and, therefore, should be charged differently from all other structures in, on or over the river[32].

Both of these justifications are entirely **spurious**. **There is no "market" for balcony RWLs** because the **PLA** has a **monopoly** and, as I told the PLA's Mr Mortimer recently:

> *"...balconies are no more an "asset class" than patios or doormats! You are clearly just using this spurious classification in an attempt to justify the PLA's illegal "discriminatory" charges for balconies."*[33]

[31] Paragraphs 7.15 & 8.4, *"Proof of Evidence"* of the PLA's Mr Lockwood dated 23 January 2025
[32] Page 2, letter dated 27 November 2024 from the PLA's Mr Mortimer to Mr Anthony; Exhibit 7 (HAR/1ii)
[33] Page 3, letter dated 8 January 2025 from Mr Anthony to the PLA's Mr Mortimer; Exhibit 17 (HAR/1jj)

4. PLA's history of abusing its powers with regard to RWLs

The PLA has been financially bullying river residents who live on or beside the tidal Thames for decades. In 1997 **Sir Vince Cable** told Parliament that the PLA was behaving:

- *"...**irresponsibly**... towards **houseboat** owners and had ...**arbitrarily** and without consultation imposed a **new [charging] system** [for mooring RWLs] without any redress..."*; and

- the government should consider *"...whether a more effective system of **regulation** - possibly an **ombudsman** - needs to be introduced to **protect people** from the arbitrary **misuses of authority**... [by the PLA]".*

Over a decade later, in 2010, the PLA's RWL charges for **end-of-garden moorings** were described in a report commissioned by the PLA as being:

> *"...**arbitrary, unfair, unreasonable,** [and] **opaque** and **exploit[ing] its monopoly position"**[34].*

Also as noted in that report, the **PLA** had been **using** a ***"leap-fogging"* tactic**, that had *"...caused great anger..."*, to extort ever larger increases in its charges[35]. Eventually the PLA agreed to form *"working parties"* with representatives of both houseboat and end-of-garden mooring owners and a few years later new fair and transparent RWL charging systems for both houseboat and end-of-garden moorings came into effect (in early 2012 and 2013 respectively).

Unfortunately, the **PLA** has since been **using** the **same *"leap-frogging"* tactic** to extract ever more extortionate charges from **balcony** owners. This starts with "persuading" (i.e. bullying) residents of building A to pay a significantly higher charge; if they refuse to pay, the PLA threatens to trigger very expensive arbitration, forcibly remove balconies or prosecute "offenders" with potentially unlimited fines. It then tells residents of building B that building A's residents have "agreed" to a this level of charge and that it is, therefore, now the "market rate", despite the fact that there is no "market" for airspace above the tidal Thames; the PLA having an almost complete monopoly[36]. Once building B's residents have been bullied into paying the higher rate, Building C's residents are told buildings A and B's residents have "agreed" to this "market rate", and so on and so on.

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[34] Page 3, *"Report of PLA/RTS Working Party on End of Garden Moorings"*, 2013 ("End-of-Garden Mooring Report"); Exhibit 18

[35] Page 4, End-of-Garden Mooring Report; Exhibit 18

[36] Some of the tidal Thames riverbed and foreshore is owned by the Crown and in a few areas of foreshore it is privately owned (for example, between Aberdeen Wharf and Gun Wharf in Wapping)

If any residents have the temerity to challenge the PLA at an extremely costly **arbitration** the odds are lopsided heavily in the PLA's favour. Although the **PLA** holds all of the information about all of its RWL charges, it will **only disclose** to an arbitrator a ***"self-serving…"* list** of ***"agreed"* charges**[37] for those buildings that it has so far succeeded in bullying to pay the **extortionate** higher **rate**. It then persuades the arbitrator, who has no other information, that these charges reflect the "market rate"; for example, if building C's residents went to arbitration, the PLA would only disclose to the arbitrator its current charges for buildings A and B. Of course and as already noted, this is nonsense since there is no "market" for balcony RWLs.

In addition and unlike the original developers, **residents** of **residential flats** are particularly **susceptible** to the PLA's **bullying** because they either:

- live in buildings controlled by **managing agents** who have little interest in fighting the PLA (like the residents in St Saviours Dock, where the PLA's RWLs are held by each building's freeholder), or

- are fighting the PLA **on their own**, flat by flat (like the residents on Narrow Street, Limehouse, where the PLA's RWLs are held by the leaseholders of individual flats).

The previous government's Maritime Minister, **Lord Davies of Gower**, stated in a letter dated 13 May 2024 to Ms Begum MP, that:

> *"In his latest paper[38] Mr Anthony makes the case that the **PLA** operate an effective **monopoly** and are **abusing** that **position** in terms of charges and actions… the UK **Competition and Markets Authority** (CMA) may have an **interest** in some of the **points Mr Anthony highlights**… My officials will notify their counterparts in the CMA of this"*[39].

The **Minister** clearly **considered** that the PLA's discriminatory pricing for balconies **may be**, as noted above, in **breach** of the **Competition Act 1998**.

[37] For example, see paragraph 61, *"Opinion"* of Robert Purchas QC on PofL Act, 7 July 2011 and pages 12 to 14, letter dated 25 July 2024 from Mr Anthony to the PLA's Ms Cumberbatch; Exhibits 19 and 20
[38] "Port of London Authority - Another Public Body Abusing its Powers?"; Exhibit 21 (HAR/1ff)
[39] Exhibit 22 (HAR/1kk)

Furthermore, the PLA has again been **using** the **same *"leap-frogging"* tactic** to increase its charges exponentially for both **"outfalls"** and **campsheds**. For example, the PLA's **Mr Charles Prowse** clearly explains this tactic when informing CS around the end of 2023 with regard to its rainwater outfall that:

> *"...every 5 years we… look at the going **market rates** to keep it in line with other licensees… to keep the rates the same… increases are set… **when licensees… agree to [(i.e. are bullied into paying)] new rates**, this then **sets** the new rental **[market] rate**… increases are set only by what other licensees… have agreed to pay…"* .

As a result, the PLA's charge for a rainwater outfall at CS, which started in 1988 (excluding VAT) at **£0.24pa** per mm (of pipe diameter), is now **£7.80pa** per mm, which is **12 times** what it would have been had the starting charge been increased in line with **inflation** (i.e. **£0.66pa**). What is even more galling for residents with rainwater outfalls is that the PLA's charges are not affected by:

- whether or not its **rainwater** or **sewage** (latter, for example, by Thames Water) that's discharged from the outfall; or

- the **volume** of discharges.

Of course, neither outfalls nor campsheds have any effect on navigation in the river. Also and with regard to the former, the PLA appears to realise that these charges have little or no legal justification and, as a result, in **Article 9** of the **AHRO** it is seeking a give itself a specific power to:

> *"...grant a licence for… **discharge of water** into the Thames"*[40].

Given the PLA's refusal to accept any responsibility for environmental matters and its abuse of its existing powers, this **additional power** in **Article 9 should be rejected**.

5. Balcony charges *"working group"*

The PLA's **Mr Lockwood** states that:

> *"The **PLA** has **on many occasions invited balcony owners** to establish a **working group** with a view to agreeing a similar protocol in respect of balconies, and it remains happy to work with stakeholders to achieve this goal"*[41].

[40] Section 11(3) of the proposed amended PofL Act, Article 9 of the PLA's AHRO
[41] Paragraph 2.2, *"Rebuttal Proof of Evidence"* of the PLA's Mr Lockwood dated 6 February 2025

Mr Lockwood is, of course, **implying** that **balcony owners** have **refused to cooperate** in forming such a *"working group"*. However, **nothing could be further from the truth**. The PLA's **Mr Mortimer** first **proposed** forming such a group in a letter dated **6 July 2023** to the **CW RTM Company Limited** ("CWRTM"). The **CWRTM** welcomed this offer, but **asked** the **PLA** in a letter dated **14 July 2023** (and subsequently repeated the same request in letters dated 16 August and 2 November 2023):

> *"In order to progress this and assist… [it] in identifying all of the relevant buildings, [to] ...please send… a* ***list…*** *[of]* ***all licen[s]ees*** *currently being* ***charged*** *by the PLA for any* ***overhanging residential structures, including balconies****, piers and terraces"*[42].

After repeatedly either ignoring or refusing this request, Mr Lockwood eventually provided in a letter dated **21 September 2023** a list of **six properties** paying balcony charges. Despite the CWRTM pointing out that this list cannot possibly have been complete, Mr Lockwood refused to provide any further information until a request by the **River Residents Group** ("RRG") in an email to him on 21 June 2024, shortly after the PLA's Stakeholder Forum at which the PLA again proposed, via Mr Lockwood, forming a *"working group"*. Mr Lockwood then provided a list of **15 properties** in an email on **10 July 2024**. After I pointed out numerous omissions and errors in this list (despite a PLA in-house lawyer, Ms Geraldine Cumberbatch, stating in a letter to me the same day that it was *"...a list of our sites for which the PLA has granted… [RWLs] for balconies"*), Mr Lockwood provided an updated list with **34 licensees** (in respect of **172 balconies**) in an email to me on **6 August 2024.**

Unfortunately, this list still contained numerous omissions and errors. But after obtaining 100s of records from the Land Registry, liaising with numerous residents along the river and having some limited assistance from the PLA, I was able to identify, as noted above, that there are, in fact, at least **73 balcony RWL licensees** in respect of at least **647 balconies**. I shared this information (which, of course, the PLA had always had) with **Mr Mortimer** in a letter dated **28 October 2024**[43], but pointed out to him that Mr Lockwood was **insisting** the *"working group"* could **not consider or discuss most of the key information** needed to determine a fair level of charge for balconies[44].

Mr Mortimer responded to me in a letter dated **27 November 2024** confirming that the PLA was now willing to consider and discuss much of this information. However, he indicated that the PLA **still refused to consider or discuss** charges for **end-of-garden jetties** or any **other structures** and I wrote back to him about this unacceptable restriction on **8 January 2025**. I, along with the other residents who have agreed to be on the *"working group"*, are **still awaiting** his **reply**.

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[42] Page 3, letter dated 14 July 2023 from the CWRTM's Mr Markus Gesmann to the PLA's Mr Mortimer; Exhibit 23

[43] Exhibits 5 (HAR/1gg) and 6 (HAR/1hh)

[44] On pages 1, 2 and 8 to 11 of the letter

6. Splitting RWLs between a *"permission"* and an *"interest in land"*

Section 66(a) of the PofL Act currently gives the PLA the power to **grant a RWL** for an agreed ***"consideration"*** that, if not agreed, is assessed under **section 67** by an **arbitrator** on the basis of:

> *"...the best consideration… which… can reasonably be obtained, having regard to all the circumstances… but excluding any element of monopoly value…*".

Section 66(b) of the PofL Act deems to confer on any holder of a RWL:

> *"...such **rights** in, under or over **land** as are **necessary…** to enjoy…"* that RWL.

In **Articles 9** and **30 to 33** of its **AHRO** the PLA proposes **splitting** the **licence** and land **rights** currently granted sections 66(a) and (b) such that the PLA will have the power to grant under:

- **Sections 66 and 67** a *"**permission**"* and charge an administrative *"fee… for registering and determining… [the] application… and… monitoring compliance"*.

- **Section 11(3)** *"...an **interest in or rights over or under or a right to use land**… to enjoy the benefit of that permission…"* for an agreed ***"consideration"*** that, if not agreed, is assessed (as for a current RWL) by an **arbitrator** on the basis of *"...the best consideration… [etc] excluding… monopoly value*".

The PLA justifies this change by stating that:

> *"**Like any landowner**… [it] should be able to **grant leases and licences**…"*[45].

This is highly **misleading**:

- **If** the PLA is *"**[l]ike any landowner**..."*:

    - Why does it need **statutory** powers to grant leases, licences or other property rights, rather than simply rely on the **non-statutory civil law** like almost every other landowner?

[45] Paragraph 9.2.2, PLA AHRO *"Statement of Case"* dated 19 December 2024

- Why should a person in dispute with it over its charge for any lease, licence or other property right be **forced** by statute into **<u>arbitration</u>**:

  - that, unlike the civil courts, will **not** be **transparent** and will **not set** any binding **precedent**; and

  - in respect of which the **PLA holds all** of the **relevant information** (for example, about its charges for other leases or licences) and cannot be readily forced by the civil courts to disclose it?

- The **PLA**, of course, is **not** ***"[l]ike any landowner..."*** since it has an almost complete **monopoly** on the most important river flowing through the UK's largest city. It should be acting as a **custodian** of that river and should not, like some private landowners, be charging residents the maximum it can get away with and, unlike any private landowner, abusing its statutory powers to achieve this.

- In addition and as Sir Vince Cable also told Parliament in 1997:

> *"Asking individual… [residents] to pursue the route of individual [very expensive]* ***arbitration*** *[against the* ***PLA****] is* ***totally inappropriate****…".*

With regard to **transparency**, the PLA goes on to state that:

> *"The property rights granted under… [the new section 11(3)]* ***do not have the same public interest*** *as the permissions under the [new] permissions regime - they are a grant of* ***private rights****. It would* ***not be appropriate to hold… a [public] register*** *[of the existence of these leases/ licences and the related charges levied]... any registrable property interests would be* ***registered with the Land Registry****"*[46].

This is **nonsense**. *"The property rights granted under… [the new section 11(3)]...* ***have [exactly] <u>the same</u> public interest*** *as the permissions under the permissions regime".* Although *"...they are a grant of* ***private rights****…"* to a private grantee, the grantor is a quasi-public entity that has an almost complete monopoly of the tidal Thames and the amounts it charges for the sale, lease or licence of the Thames riverbed, foreshore or airspace is very much of *"public interest"*. As explained above, at present the PLA only discloses its charges in respect of less than 10% of its RWL revenue and the **AHRO**, like the current PofL Act, does nothing to force the PLA to disclose any of these charges.

[46] Paragraph 9.2.3, PLA's AHRO *"Statement of Case"* dated 19 December 2024

The PLA's Head of Estates, **Mr Ben Fanning**, further states that:

> *"...the rights granted under section 11 are **property rights** which would, **if registrable, be registered with the Land Registry"**[47]**.**

Unfortunately, this **doesn't help to address** the **lack of transparency** with regard to the PLA's RWL charges for the following reasons:

- **Licences**, being personal and non-assignable, in general are **not** a **registrable** interest (although a number of existing annual commercial non-assignable RWLs have been filed with PLA registered titles and most long term RWLs are assignable and have been registered against PLA registered titles).

- **Only** the granting of **new leases** with terms of more than seven years or the **transfer** of existing leases with **more than seven years** to run would be **registrable**;

- **Most** of the PLA's **RWLs** are **annual**, and not multi-year, and any related leases would **not** be **registrable**.

- **Existing long term RWLs and/or leases** (for example, with regard to balconies), if granted prior to 13 October 2003 (all transfers of interests in land, including any leases with more than seven years left to run, have had to be registered since that date) and not subsequently assigned, are **not registrable** until the related works are sold.

- Any **registrable leases** will **only** be **recorded** against the **PLA's** (i.e. landlord's) **title** and a number of significant sections of riverbed/ foreshore have **not** yet been **registered** by the PLA (for example, **St Saviours Dock**, Shad Thames over which has at least **127 balconies** overhang)[48].

Also, for any **leases** that are **registered** it would be an extremely **costly** and **burdensome task** for any member of the "public" **to acces**s them. Nothing like "Rightmove" exists for the leasing riverbed, foreshore or airspace from the PLA. After signing up to a Land Registry *"Business e-services"* account, it took many months, cost over £1,000 (each document is £3) and required assistance from many licensees, as well as the PLA, to compile my analysis of RWLs for balconies and other structures. The PLA **should** make this **information readily available** and/ or publish the related charges. It should not hide behind its **spurious Land Registry justification** to avoid disclosing what it **charges** for **airspace**, whether that is for balconies or anything else.

Articles 9 and 30-33 should either **be radically amended** to allow for the numerous deficiencies noted above **or rejected** entirely.

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[47] Paragraph 9.9, *"Proof of Evidence"* of the PLA's Mr Fanning dated 23 January 2025
[48] Nos.4 to 11, Table B, Appendix to my letter dated 28 October 2024 to the PLA's Mr Mortimer; Exhibit 6 (HAR/1hh)

7. Compulsory transfer of RWLs and related new criminal offence

The PLA's **Mr Trimmer** states, in respect of **section 40** of the **AHRO**, that:

> *"**Consents** (RWLs and the proposed permissions) are **personal** and - **particularly** in cases of works associated with **residential properties** (**balconies** and end of garden moorings)... - there have been numerous cases of **properties sold**, but the RWL not being retained by the new owner, with the **former owner remaining liable** for both the payment of consideration and the other obligations within the RWL, albeit the works are no longer owned by them. This is an **unsatisfactory** position for the **former owner** of the works **and** for the **PLA** in seeking to ensure proper regulation, so the provisions of the new section are intended to establish an appropriate framework for the transfer of responsibility from former to new owners of works… permissions including, at S.75A(5), **[criminal] penalties for failure to provide the name of the new owner** or provide false or inaccurate information"*[49].

With regard to residential balconies and as explained below, this is **inaccurate nonsense** and **ludicrously criminalises** not providing information to the PLA that the PLA is perfectly capable of obtaining itself, if it could be bothered to do so. As explained below under the following sub-headings, Mr Trimmer clearly has little understanding of the legal and practical issues involved with respect to proprietary interests in land and related airspace:

- Most long term balcony RWLs are not *"personal"*;
- Implications of making the transfer of a *"permission"* compulsory if work transferred;
- Proposed new RWL regime not like a *"land based planning permission"*;
- Inappropriate new criminal *"offence"*; and
- Conclusion.

[49] Paragraph 2.38, *"Proof of Evidence"* of the PLA's Mr Trimmer dated 23 January 2025

Most long term balcony RWLs are not personal

RWLs for **most residential balconies** in respect of which the licensee paid the PLA an upfront premium for a **long term licence** are **assignable** and, therefore and contrary to Mr Trimmer's assertion, are **not** ***"personal"****;* see examples in attached **Appendix A** in respect of **11 licensees** and **217 balconies** (e.g. clause 7(1) of the RWL for Globe View). In fact, it is **foolish to accept a *"personal"* licence** for a balcony and its airspace (nonetheless, some licensees with annual licences have done so) when that same **balcony**, along with the related property, is owned on a **long leasehold** and/ or **freehold** title (likely registered at the Land Registry).

Although many balcony RWLs are **assignable**, the terms of those RWLs **do not require** the RWL to be **assigned** if the related **works** (and property) are **sold**; see examples of the 11 RWLs referenced in **Appendix A**[50]. However and when a property is sold without either the existing RWL being assigned or a new RWL being applied for, it is **nonsense** to **suggest**, as Mr Trimmer does, that it "...is ***unsatisfactory*** *position* ***for [both]*** *the* ***former owner*** *of the works* ***and****… the* ***PLA****… ",* with *"...the* ***former owner remaining liable*** *for both the payment of consideration and the other obligations within the RWL…":*

- Firstly, under the terms of most **assignable RWLs** it is **up to the parties** to any transfer of works **to decide** if they wish the related RWL to be assigned (and normally the PLA cannot "unreasonably" withhold its consent) or not and it is not for the PLA to decide what is "*...****unsatisfactory****…"* **for** either "*...the* ***former owner"*** or the **transferee**.

- Secondly, if the consideration for the RWL either was **paid upfront**[51] and there are many years left to run (for example, many 100s of years) or is **being paid** in full, on time and on an annual/ quarterly basis this **cannot** be described as an "*...****unsatisfactory*** *position* ***for****… the* ***PLA****…"* (since the PLA's primary concern with balcony RWLs is financial; it's only ever interested in their area, for charging purposes, and never their structural integrity).

[50] But some balcony RWLs with almost identical terms to those in Appendix A granted more recently contain a clause requiring the licensee to assign the RWL if the works are transferred. For example, the licences dated 8 October 2006 and 12 March 2008 for Flats 3a and 2a respectively at **Ratcliffe Wharf** (18-22 Narrow Street, Limehouse) contain an additional clause in the "Alienation" section stating: *"Except as provided in clause 7.1. and 7.2 above [regarding assignment] the Licensee shall not part with or share use of the Works".*
[51] Table A, Appendix, letter dated 28 October from Mr Anthony to the PLA's Mr Mortimer; Exhibit 6 (HAR/1hh)

- Thirdly, for Mr Trimmer to suggest that such a situation somehow adversely affects the PLA's *"...seeking to ensure **proper regulation**..."* is also **nonsense**. If the PLA wishes to know the current owner of any balcony or building, it merely has to refer to the **Land Registry**, where all transfers of interests in land, including any leases with more than seven years left to run and as noted above, have had to be registered since 13 October 2003 and, in any event, many were registered before that date. If the owner is not the licensee, the PLA can either encourage the new owner (who is likely paying the PLA's charges if its an annual RWL) to have the RWL assigned (the PLA usually has the power, in any event, to revoke such RWLs if they are not assigned on a transfer) or approach the original licensee, which will usually be the developer, directly.

- Lastly, neither Mr Trimmer nor the PLA know who is the ***"owner"*** of the works *"...in cases associated with **residential properties** ([such as **flats** with] balconies...)..."*, let alone who is the *"..**person**.. [who] carr[ies] out, constructs, place[s], alter[s], renew[s], maintain[s] or **retain[s the] works**..."*[52] for the purposes of the PoL Act. The **PLA** has **no idea** whether the **licensee** for **residential property** related **works**, such as balconies, that involve a registrable property interest in land, **should be** either the **leaseholder** or the **freeholder**; it just extorts money from whomever it is able to bully more easily (since most balconies along the river are attached to flats, the primary property interest is usually a leasehold, often with a 999 year term, and the leaseholder is, therefore, the person retaining the works and should be licensee). This is evidenced by the fact that, whilst **some balcony RWL licensees** are **freeholders**, **others** are **leaseholders** and the latter comprise at least **24 licensees** in respect of **93 balconies**; see **Appendix B.**

  This is also particularly **relevant** for properties in respect of which the **freehold** title is **not owned** collectively by the **leaseholders**; for example, the PLA is currently prosecuting the freeholder of CW (for allegedly not having a balcony RWL) despite the fact that:

  - many of the PLA's balcony licensees, as noted above, are leaseholders; and

  - CW leaseholders have 999 year leases and, although they don't own the freehold, they acquired the *"Right to Manage"*[53] from the freeholder in 2009.

[52] Section 70(1) of the PofL Act
[53] Under the Commonhold and Leasehold Reform Act 2002

Implications of making the transfer of a "permission" compulsory if work transferred

The PLA was initially, and also ludicrously, proposing in its **HRO** to make it **compulsory** when any **works** are **transferred** for the transferee to **apply** to the PLA for a **new** works ***"permission"*** and a new related **interest in land**. However and as a result of numerous objections to this provision, the PLA is now proposing in **Article 40** of its **AHRO** that:

> *"The owner of a work to which a works permission relates, **may not transfer** their **interest** in that **work unless** they also **transfer** the works **permission**… with the **consent** of the… [**PLA**], such consent not to be unreasonably withheld"*[54]*;* and
>
> the *"Savings and Transitional Provisions"* in **Article 110** of the **AHRO** state (at section 2) that:
>
> *"Subject to subsection (2), a… **[RWL] granted**… under subsection (1) of section 66 of the unamended Act **prior to the commencement date** is to be **deemed** to have been **granted** as a works **permission** under section 66 (Permitting of works) of the Act. (2) The **rights** conferred upon the holder of a works licence referred to in subsection (1) by **section 66(1)(b)** of the unamended Act will **continue** to apply…".*

As noted above, many **balcony** RWLs are **assignable** and the terms of those RWLs **do not require** the RWL to be **assigned** if the related **works** (and property) are sold (i.e **transferred**); see examples in attached **Appendix A** in respect of **11 licensees** (and **217 balconies).** This provision, therefore, appears to be an attempt by the PLA to **retrospectively** change the terms of these RWLs such that in future it will be compulsory for any transferee of related works to also transfer (i.e. assign) the related PLA *"permission"*. Such an **underhanded** attempt in **Article 40** (the PLA has made no reference to this issue in any of its statements relating to this **HRO**) to retrospectively **change** the **terms** of existing "arms length" **commercial agreements** should be **rejected**.

Also, it appears this provision would **make all RWLs** (or ***"permissions"***), whether **long term or annual** and **irrespective** of the **terms** contained therein, **assignable** (i.e. none will be "personal") and this would apply **retrospectively**. If this is the intention, it should be made **explicit** in the **HRO** and, for it **to be acceptable,** all related **rights or interests in land** (or airspace) granted by the PLA must **also** be **assignable** and apply **retrospectively**. Likewise, the latter should also be made **explicit** in the **HRO**.

[54] Sections 75A(1) & (2) of proposed Amended PofL Act, Article 40 of the PLA's AHRO

In addition and as also noted above, the **PLA doesn't know**, with respect to *"...residential properties…"* for the purposes of the PoL Act, who is the *"..**person**.. [who] carr[ies] out, constructs, place[s], alter[s], renew[s], maintain[s] or retain[s the] works…",* i.e. whether it is the **freeholder or leaseholder**, and this makes a **nonsense** of this provision. For example, it would be **ludicrous** for a residential developer who:

- purchased freehold of a derelict warehouse on the river;
- paid the PLA an **upfront premium** for a long (say 999 year) lease of all overhanging balcony airspace (along with a related *"permission"*); and
- granted, on completion of the property's conversion, long (say also 999 year) leases to each of the many flats contained therein,

for **<u>each</u> leasehold grant** that included an overhanging balcony (with the freeholder thereby transferring some of its interest in the works) for **each leaseholder** to be **transferred** a "portion" of both the developer's PLA *"permission"* and its PLA airspace lease for each balcony. Conversely, it would be **equally ludicrous** if the developer only **transferred** both its entire PLA *"permission"* and its entire PLA airspace lease for all of the balconies **after** it had **granted 999 year leases for all** of the flats with **balconies** and **sold** its reversionary interest in those to a **third party** who would then **not be the *"person"* retaining those balconies** for the purpose of the PofL Act (the relevant leaseholders, with 999 leases, would be retaining the balconies).

Furthermore and if this provision were enacted, the PLA should also confirm, preferably in the **HRO**, that it **cannot** in **future**, as it has in past, **<u>refuse</u> to provide** a copy of the **existing** related **RWL** (or *"permission"*), that must be transferred, to a **transferee** of any works. For example, the PLA repeatedly **refused** to **provide** a copy of the alleged **existing RWL** for the works, including eight **balconies**, at 28 Narrow Street, Limehouse, to the transferee of that building stating that:

> *"...any **previous licences** relating to the Works are **irrelevant**... [and y]our further **request** for a **copy** of the previous licence is **refused** as this document is irrelevant…"*[55].

<u>Proposed new RWL regime not like a "land based planning permission"</u>

The PLA also states that:

> *"The section 66 consent [for a new works permission] would therefore correspond more closely to a **land based planning permission**…"*[56].

[55] Letters dated 3 November 2022 and 15 February 2023 from the PLA's Ms Cumberbatch to Withers LLP; Exhibit 24
[56] Paragraph 9.1.3, PLA's AHRO *"Statement of Case"* dated 19 December 2024

However, the PLA's new RWL regime **wouldn't** remotely "...***correspond…****. to a land based* ***planning permission****".* A *"...land based planning permission",* for a property (such as a flat with a balcony), is a **one-off requirement** prior to construction and **does not** have to be transferred with the **consent** (even if it cannot be *"unreasonably withheld"*) of the relevant **local** (or planning) **authority** every time ownership of the related property is subsequently transferred.

Also, in respect of balconies and unlike the PLA, the relevant **local authority** is **not also "selling"** leases or licences for the related **airspace**, with the inherent **"conflict of interest"** involved.

Inappropriate new criminal "offence"

Finally, the PLA's proposal in **Article 40** of the **AHRO** to make it a **criminal *"offence"*** if:

> *"...[t]he holder of a works permission [(formerly called a RWL)]... **transfers** their **interest** in the **work**… [(such as a balcony)] to which the permission relates… [and **fails**] no later than **28 days after** such transfer [to] **give notice** in writing **of the transfer to the… [PLA]** specifying the name and address of the person to whom the work or vessel is transferred…"*[57]

is, with regard balconies, both **ludicrous** and **completely unnecessary**:

- As noted above, if the PLA wishes to know the current owner of any balcony or building it merely has to refer to the **Land Registry**.

- If the **consideration** for a RWL either was **paid upfront** and there are many years left to run or is **being paid** in full, on time and on an **annual/ quarterly** basis the PLA is suffering no financial loss. For example, the PLA continued to be **paid in full** (by the relevant managing agents at the time) **for over 20 years** in respect of the disused **crane** at CW, despite the freehold interest in the property being sold in November 2000 and no new RWL being applied for or granted (since the transferor retained responsibility for maintaining the crane in perpetuity under an LDDC section 106 agreement dated 24 April 1997).

[57] Section 75A(3) to (5) of proposed Amended PofL Act

- Most **conveyancing solicitors** are **unaware** of both the **PLA's** interest in the tidal Thames foreshore and the **RWL regime** in the PofL Act (as noted above, it was never intended to apply to residential properties with balconies). For example, the potential requirement for a balcony RWL at CW was not identified by any of the solicitors involved in either its freehold sale in 2000 or the numerous flat sales since its conversion in the late 1990s (30 flats with at least 75 related sales). Also, **"local authority searches"** by conveyancing solicitors **do not identify** any existing **RWLs**, whether long term or annual. It should be noted, however, that the balconies at CW were included in the freehold and all leasehold title plans registered at the Land Registry in 1998/99 and the PLA's title to the foreshore in front of CW was not registered until 2022 (and was inconsistent with the earlier filed plans).

- **RWLs** can usually **only** be **identified** at the Land Registry if:

    - the **PLA** itself has **registered** the relevant section of **foreshore**/ riverbed, which isn't always the case (for example and as noted above, the PLA has not registered its interest in St Saviours Dock, Shad Thames over which at least 127 balconies overhang)[58]; and

    - the PLA's registered **title makes includes a reference to the RWL**, which it frequently doesn't (for example, if it was long term but granted before 13 October 2003) and never in the case of annual balcony RWLs (although annual RWLs for other structures on or over the river, such as Transport for London's floating ferry pontoons or the London Eye, are often referenced and filed)[59].

In addition, and based on CW's ongoing experience, the PLA **cannot be trusted to bring a private prosecution** in respect of any criminal offence; it **doesn't** even know (neither, surprisingly, does the Department for Transport)[60] whether or not its a ***"public authority"* for** the purposes of **prosecution** (within the meaning of section 17(6) of the Prosecution of Offences Act 1985 and rules 7.2(5) & 7.2(6) of The Criminal Procedure Rules 2020)[61] - it is **not**[62]. Furthermore and with regard to RWLs, its **record keeping** is **appalling**, for example:

[58] The PLA has registered the freehold title to most sections of the tidal Thames between Tilbury and Chiswick Eyot, as well as some sections further upstream
[59] Table D, Appendix to Mr Anthony's letter dated 28 October 2024 to the PLA's Mr Mortimer; Exhibit 6 (HAR/1hh)
[60] Letter dated 20 January 2025 from the Minister for Aviation, Maritime and Security, Mr Mike Kane MP, to Ms Begum MP; Exhibit 25
[61] Exhibits 26(a) & (b)
[62] Since the PLA must always, under the PofL Act, appoint a majority of its own Board members (sections 2 to 6, Part I, Schedule 2, PofL Act)

- Mr Lockwood stated in a letter dated 21 September 2023 to the CWRTM (on page 1) that:

  *"...whilst the **PLA** drafted and **sent out a licence** for the balconies [at CW] ...in December 1997, a **signed** and completed **copy** was **never received back** from [the developer, Galliard]..."*[63].

  This was **untrue**. The PLA subsequently disclosed on 15 November 2024 **three letters**[64] **proving** that Galliard's project manager, David Blackwell ("DB"), had sent a signed copy of the RWL to the PLA on 13 January 1998 and the PLA had returned a countersigned copy to DB on 15 January 1998 (the CWRTM first requested this correspondence in a letter dated May 2023, i.e. 18 months earlier, to the PLA's Mr Mortimer and then in two subsequent letters dated 14 July and 16 August 2023 to Mr Mortimer and Mr Lockwood respectively). Therefore "*...a **signed** and completed **copy** was **[in fact] received back**…*".

  Sometime after January 1998 the **PLA lost** its **copy** of **this RWL** and, therefore, is effectively now prosecuting CW because of a failure in its own record keeping.

- The **PLA** bullied CW's managing agents, Rendall & Rittner ("R&R"), into **signing** a **RWL** for CW's balconies (that its subsequently agreed was null and void) but **lost the first copy** that was signed by R&R and sent to it on 1 July 2021 and, subsequently, it even **temporarily lost the second copy signed** and sent to it on 14 September 2021[65].

Conclusion

Consequently, **Article 40** should either be **radically amended**, insofar as it relates to *"...works associated with residential properties...",* **or rejected** entirely.

[63] Exhibit 27
[64] Exhibit 28
[65] Page 8, letter dated 20 October 2023 from the CWRTM's Mr Gesmann to the PLA's Mr Lockwood; Exhibit 29

8. New powers to forcibly remove works

Mr Lockwood, with regard to **Article 19** of the **AHRO**, thinks:

> *"The PLA's **enforcement power** in relation to river works is [currently] **insufficient**... [but] ...would be widened through amendments to section 39... of the 1968 Act [to] ...**allow the PLA to seize a work**... until the charges for the works.. permission, the consideration payable for use of land in respect of that work..., consideration for and the costs of removal, storage and maintaining the work... have been paid"*[66].

Such a provision with regard to **residential balconies** is **ludicrous**. All residential balconies have access doors and if an overhanging balcony is removed those access doors would open out directly onto the river resulting in a significant **safety risk**. In addition, removing most residential balconies would be extremely difficult and likely **damage** the structure of any **building** to which they are attached. Nonetheless and unbelievably, the PLA seems to think these issues irrelevant and acknowledges that **Article 34** of its **AHRO** will make it **easier to remove balconies**:

> *"Section 70 [(currently headed: Works not to be constructed without works licence)] has been expanded generally to include other permissions... [and] [s]ubsection (1) [will now] also includes the words "cause or permit" **to cover the situation** where the applicant is not in a position to comply with the conditions e.g. where the **applicant has rented a flat with a balcony and is not given the right, in the lease, to remove the balcony"***[67].

The PLA is also failing to allow for the fact that:

- most balconies only **partially overhang** the river and, therefore, only a portion of each is covered by its RWL; and

- also that many of the buildings are **"Grade II" listed** and nothing can be done with any balconies attached to these without planning approval.

Both **Articles 19 and 34**, certainly insofar as they affect residential balconies, **should be rejected**.

[66] Paragraphs 9.1 and 9.7, *"Proof of Evidence"* of the PLA's Mr Lockwood dated 23 January 2025
[67] Paragraph 37.1, PLA's AHRO Amended *"Statement in Support"* dated 16 January 2024

9. Disapplying landlord and tenant law to leases

The PLA states, with regard to **Article 10** of the **AHRO,** that:

> *"The proposed new section 11A (application of landlord and tenant law) of the 1968 Act is required in consequence of the changes made to the RWLs regime… [and]* ***disapplies the provisions of landlord and tenant law*** *in relation to leases granted for the purpose of a works… permission within the river. [This is justified since, a]s with other statutory regimes, the PLA must have the ability to* ***terminate a lease*** *where it is necessary to do so in the* ***interests of the safe navigation*** *of the Thames and the protection of* ***public rights of navigation****"*[68].

With regards to residential balconies, the PLA's justification for this is **nonsense**. **Residential balconies** that overhang (or partially overhang) the river's edge at high tide (typically by less than one metre) **do not affect, in any way** whatsoever, *"...**safe navigation** or the public right of navigation"* and, therefore, this cannot be used as a justification for terminating for "*...**terminat[ing] a [balcony] lease**…"*.

The PLA also states, with regard to **Article 10** of the **AHRO**, that:

> *"The security of tenure provisions under* ***landlord and tenant law do not apply*** *in relation to river works under the* ***present regime****…"*[69].

This is **incorrect**, at a minimum in relation to those licensees who already have **both** a balcony **RWL** and a long term **lease** of the airspace, of which there are **at least 10** (in respect of **157 balconies**); see **Appendix C**. Disapplying landlord and tenant law retrospectively for these licensees would, of course, be outrageous and, in event, inappropriate for any long term balcony RWLs or leases. The PLA needs to think again about this provision and, therefore, **Article 10 should be rejected or radically amended** to take into account balcony RWLs, *"permissions"* and/or airspace leases.

[68] Section 10.2.1 & 10.2.2, PLA's *"Statement of Case"* dated 19 December 2024
[69] Section 10.2.3, PLA's *"Statement of Case"* dated 19 December 2024

10. Extending "adverse possession" period for foreshore by 48 years

In **Article 78** of the **AHRO** the PLA is proposing extending the period for any "adverse possession" claims related to Thames foreshore **by 48 years from** the current **12 years to 60 years;** the same period that applies to **Crown** foreshore[70]. Its justification for this is:

> *"...that [otherwise] a person might be able to appropriate part of the riverbed… and in this way **remove…** [the **PLA's**] **availability** for the **provision** of any future **harbour facilities** or **use of the river.** While such rights would not accrue where that person has a licence, rights might be acquired where the bed is occupied **without the PLA's knowledge**"*[71]

This, of course, amounts to an **outrageous attempt** by an **unregulated unaccountable body** via a **statutory instrument of its own making** to override the courts (see below) and amend the law in its own favour. Also and with regard to **balconies** the PLA's **justification** is entirely **spurious**. The existence of residential balconies that overhang the river typically by less than one metre cannot in any way be said to affect the "*...**availability** for the **provision** of any future **harbour facilities** or **use of the river".***

In addition and **had CW's developer not signed** a long term RWL in 1998 (as the PLA alleged), the PLA would, if this provision were enacted, might have been able to refute any claim for "adverse possession" of the balconies' airspace, despite the fact that it has known all about those balconies, and they were in the registered title plans at the Land Registry, for over 25 years (although the drop-down loading ramps the balconies replaced had been in place for approximately 100 years prior to that).

Furthermore, the PLA states that:

> *"A new section 175B is **included** to address specifically the position **following** the recent case of The… **[PLA] v Mendoza [2017]** UKUT 0146 (TCC)"*[72].

[70] Section 175B of proposed Amended PofL Act, Article 78 of the PLA's AHRO
[71] Paragraph 10.3.5, PLA's AHRO *"Statement of Case"* dated 19 December 2024
[72] Paragraph 80.3, PLA's AHRO Amended *"Statement in Support"* dated 16 January 2024

The PLA, presumably, is unhappy with the following statement by Judge Elizabeth Cooke (at paragraph 81 of her judgement) that:

> *"In this case, therefore, had Mr Mendoza been able to establish not only factual possession but also intention to possess* ***I would not have found that the public's right of navigation*** *– undisturbed in fact by the* ***Wight Queen's presence*** *–* ***would have made any difference*** *to that. The analogy with the public highway breaks down because highways – which have to be completely open to traffic and pedestrians – are so very different from rivers. A closer analogy is perhaps to the adverse possession of land through which a public footpath runs (as in JA Pye (Oxford) Ltd v Graham [2003] 1 AC 419); adverse possession does not extinguish the footpath and the public's rights continue unabated on the path. Here the* ***public's rights would have continued unabated over a wide stretch of river, unaffected by*** *what amounts in effect to* ***a very slight narrowing of the river*** *so far as public navigation is concerned".*

Of course, any *"...**narrowing** of the river…"* by overhanging **balconies** is **much less** than the *"...**very slight** narrowing…"* caused by the *"...Wight Queen's presence…".* Therefore, any argument by the PLA about balconies affecting *"...the public's right of navigation…*" would also be rejected by the courts. The PLA's attempt to significantly dilute the effect of this, by extending the required period by 48 years in **Article 78 should be rejected**.

11. Failure to "consult" balcony RWL licensees about its HRO

As noted above, there are at least **647 balconies** overhanging the tidal Thames with at least **73 licensees**. Usually there is one balcony for each flat and, therefore, it's likely that **1,000s of people** (who own, lease or rent flats in the related buildings) will be **affected** by any related **RWL charges**. Also and in **many cases** (including at CW), any **charges** paid to the PLA for balcony RWLs will be **shared**, via a service charge, among **all flat owners** in a building, **irrespective** of whether or not their flats **have a balcony** over the Thames, a view of the Thames or even any balcony at all. It **beggars belief** that the **PLA thinks** that it **did not need to notify or consult** any of **these PLA stakeholders** about its **HRO**, which if enacted will significantly and adversely affect their interests as explained above.

Had the PLA been minded to **do so** it would have been **extremely easy** to have notified these stakeholders, given the **limited number of RWL licensees (i.e. 73)** and the fact that the PLA has all of their details (it even regularly invoices many for RWL charges).

The **Organisation for PLA Customers** (or "OPLAC"), which mainly represents houseboat owners, **requested** in its **responses** to both the **HRO's pre-submission consultation** period in the autumn of 2019 (at paragraphs 10 and 11) and the subsequent **consultation** period ending on 12 October 2021 (in section 3), that the **PLA send** its draft **HRO** for comment to **all holders of PLA RWLs**. This request was **ignored**.

The PLA now states that it:

> *"...has gone **above and beyond its legal obligations** in its consultation on the draft **HRO** and used a number of methods to draw attention to the application"*[73].

Whilst this may be strictly true, the PLA has fallen **woefully short** of **meeting** its **moral obligations** to consult with stakeholders, particularly those with **balcony RWLs**; in respect of whom it deemed it appropriate to **consult** precisely **none**. Laughably, it even seems to think that putting *"...**physical notices** up **at 10 locations** near to the Port"* is of some significance in its attempts to consult stakeholders; that's approximately one notice for every 10 miles of the "*Port['s]"* 95 mile length or one notice every 20 miles one each bank!

Most, if not all, **balcony owners** in converted warehouses along the river have **no idea** of their **connection** with the **PLA** (either their building's developers paid an upfront premium for long term RWLs decades ago or their annual charges are "lost" within their building's "service charges") and the PLA's boast that:

> *"...there were posts on the **PLA's social media channels** (LinkedIn, Twitter, Facebook and Instagram) and the PLA's 'Tidal Thames News' ran with the **HRO** as its lead story on 18 August 2021"*[74]

is **meaningless** for those **balcony owning stakeholders**, most of whom will be (or, at least, were until my involvement) blissfully unaware of the PLA's RWL regime.

This **failure** to **properly consult** should, in and of itself, put a **stop** to this **AHRO**.

Lord Davies of Gower stated in a letter dated 13 May 2024 to Ms Begum MP that:

> *"The order [(i.e. this **AHRO**) is unlikely to be made in 2024 and given its size and scope **may well require additional consultation** or go to inquiry..."*[75].

It is unclear why, given the failure to consult all RWL licensees, the MMO chose the latter option rather than the former.

[73] Paragraph 3.6, Legal Note, Appendix 2, PLA's *"Statement of Case"* dated 19 December 2024
[74] Paragraph 3.4, Legal Note, Appendix 2, PLA's *"Statement of Case"* dated 19 December 2024
[75] Exhibit 22 (HAR/1kk)

12. Conclusion

I agree with the PLA of:

> *"...the necessity to amend… [its]* ***powers*** *so as to be '****fit for purpose****'..."*[76].

The PLA no longer has a port or docks to manage and, as a result, the **PofL Act** is clearly no longer "fit for purpose" and probably should be **scrapped** entirely. A **new body** could be established to be a **custodian** of and manage the Thames in central London and this could, for example, report to the Greater London Authority (as proposed by Boris Johnson when he was Mayor of London)[77]. The PLA could, however, remain responsible for pilotage and navigation to the privately managed ports and docks further downstream.

In the interim and since the **PLA** is obviously **abusing its existing powers** with regard to river residents, particularly in respect of those owning balconies, the DfT should consider putting it, as proposed by Sir Vince Cable over 27 years ago, within the remit of an **ombudsman**, possibly the existing Parliamentary and Health Service Ombudsman that is already responsible for dealing with complaints of over 300 public and quasi-public non-government funded bodies like the PLA. In addition, the DfT could consider, as also suggested by Sir Vince, establishing a **regulator** to ensure that the PLA, and possibly all other Trust Ports, treat their stakeholders, particularly residents who are contributing or have contributed significantly to their finances, fairly and transparently.

In any event and since the **PLA cannot be trusted** with its **existing powers**, it **should not be given any more** powers. In particular and with regard to balconies, **Articles 9, 10, 19, 30 to 34, 40 and 78** of the **AHRO** need to be either **rejected or radically amended** to take account, amongst other matters, of the **PLA's failure** to recognise the impact on its **AHRO** of **property law** affecting riparian land.

Attachments:

- Appendices A, B and C; and
- Exhibits 1 to 33

[76] Paragraph 1.4, PLA's AHRO Amended *"Statement in Support"* dated 16 January 2024
[77] Section 6, *"The Mayor London's Proposals for Devolution"* dated June 2010; Exhibit 30

APPENDIX A - ASSIGNABLE LONG TERM BALCONY RWLS

Examples of **assignable**, i.e. non-personal, long term balcony **RWLs**[78] include those for the following 11 properties (with **217 balconies** in total):

1. **Globe View**, 10 Timber Street, City of London (18 balconies);
2. **Horseshoe Wharf**, 6 Clink Street, Southwark (8 balconies);
3. **Clink Wharf**, 1 Clink Street, Southwark (17 balconies);
4. **Riviera Court**, 122 St Katherine's Way (20 balconies);
5. **Metropolitan Wharf**, 70 Wapping Wall (48 balconies);
6. **Great Jubilee Wharf**, 78 Wapping Wall (16 balconies);
7. **Hope Sufferance Wharf**, 107 Rotherhithe Street (3 balconies);
8. **Phoenix Wharf**, 14-16 Narrow Street, Limehouse (6 balconies);
9. **10 Blyths Wharf**, Narrow Street, Limehouse (1 balcony);
10. **Globe Wharf**, 205 Rotherhithe Street (70 balconies); and
11. **Cubitt Wharf**, Storers Quay, Isle of Dogs (10 balconies).

[78] Exhibits 31(a), (b) & (c) (latter is a draft since the signed copy has been lost); some licences are extracts only, but complete versions are available in hard copy if required (and the PLA should have its own complete copy)

APPENDIX B - LEASEHOLDER LICENSEES WITH BALCONY RWL

Examples of **leaseholder licensees** with PLA balcony RWL[79], together with the related building/ flat (and also the relevant ***freeholder***/ registered freehold title number)[80] and in respect of 24 licensees (with **93 balconies** in total), are as follows:

1. **New Concordia Wharf Management Limited** for New Concordia Wharf (35 balconies), Mill Street, St Saviours Dock (freeholder: ***New Concordia Wharf Freehold Limited***/ 263090);

2. **St Saviours Wharf Co. Limited** for St Saviours Wharf (30 balconies), Mill Street, St Saviours Dock (freeholder: ***Manhattan Loft Corporation (Guernsey) Limited***/ SGL55705);

3. **Lloyds Wharf Management Company Limited** for Lloyds Wharf (six balconies), Mill Street, St Saviours Dock (freeholder: ***La'Pec Properties (Bridgend) Limited & Sky Invest Limited***/ SGL370268);

4. **Pilates Works Limited** for Suite 4 (one balcony), Jamaica Wharf, Shad Thames, St Saviours Dock (freeholder: ***Jamaica Wharf Limited ("JWL")***/ SGL317368);

5. **Pretty Studio Limited** for Suite 6 (one balcony), Jamaica Wharf, Shad Thames, St Saviours Dock (freeholder: ***JWL***/ SGL317368);

6. **Dr H Cedar & Ms J R Bradley** for Flat 1 (two balconies), Corbetts Wharf, 87 Bermondsey Wall East (freeholder: ***Corbetts Wharf Limited ("CWL")***/ SGL333328);

7. **Mr M Mack** for Flat 2 (one balcony), Corbetts Wharf, 87 Bermondsey Wall East (freeholder: ***CWL***/ SGL333328);

8. **Mr D Leadsom** for Flat 3 (one balcony), Corbetts Wharf, 87 Bermondsey Wall East (freeholder: ***CWL***/ SGL333328);

9. **Mr B Plesser & Ms Tamar Steinitz** for Flat 4 (one balcony), Corbetts Wharf, 87 Bermondsey Wall East (freeholder: ***CWL***/ SGL333328);

10. **Mr J Egerton-Peters** for Flat 5 (one balcony), Corbetts Wharf, 87 Bermondsey Wall East (freeholder: ***CWL***/ SGL333328);

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[79] See workbooks attached to an email at 15:42 on 6 August 2024 from PLA's Mr Lockwood to Mr Anthony, email 18:09 on 20 August 2024 from Mr Anthony to Mr Lockwood (and related emails attached) and email at 16:56 on 8 October 2024 from PLA's Mr Prowse to Mr Anthony. Names of non-corporate licensees obtained from either Title Register/ RWL filed at the Land Registry or copy of RWL supplied by relevant licensee.
[80] Per the Land Registry

11. **Mr T & Mrs W Mooney** for Flat 7 (one balcony), Corbetts Wharf, 87 Bermondsey Wall East (freeholder: ***CWL***/ SGL333328);

12. **Mr A & Mrs C Kipling** for Flat 1a (one balcony), 18-22 Narrow Street (Ratcliffe Wharf), Limehouse (freeholder: ***Ratcliffe Wharf Freehold Limited ("RWFL")***/ EGL337563 & EGL337318);

13. **Mr S Berkoff** for Flat 1b (one balcony), 18-22 Narrow Street (Ratcliffe Wharf), Limehouse (freeholder: ***RWFL***/ EGL337563 & EGL337318);

14. **Mr J Brown** for Flat 2a (one balcony), 18-22 Narrow Street (Ratcliffe Wharf), Limehouse (freeholder: ***RWFL***/ EGL337563 & EGL337318);

15. **Mr J Lang** for Flat 3a (one balcony), 18-22 Narrow Street (Ratcliffe Wharf), Limehouse (freeholder: ***RWFL***/ EGL337563 & EGL337318);

16. **Mr J Lacy** for Flat 3b (one balcony), 18-22 Narrow Street (Ratcliffe Wharf), Limehouse (freeholder: ***RWFL***/ EGL337563 & EGL337318);

17. **Mr K Kitson-Jones** for Flat 1 (one balcony), 24 Narrow Street, Limehouse (freeholder: ***24 NS Limited ("24NSL")***/ EGL406265);

18. **Mr M Parris** for Flat 2 (one balcony), 24 Narrow Street, Limehouse (freeholder: ***24NSL***/ EGL406265);

19. **Mr J Elias & Ms N Parish** for Flat 3 (one balcony), 24 Narrow Street, Limehouse (freeholder: ***24NSL***/ EGL406265);

20. **Ms M Clinch** for Flat 4 (one balcony), 24 Narrow Street, Limehouse (freeholder: ***24NSL***/ EGL406265);

21. **Mr M & Mrs P Jeffers** for Flat 1 (two balconies), 26 Narrow Street (Roneo Wharf), Limehouse (freeholder: ***26 NS Limited ("26NSL")***/ 405085);

22. **Mr A Herrero-Ducloux** for Flat 2 (one balcony), 26 Narrow Street (Roneo Wharf), Limehouse (freeholder: ***26NSL***/ 405085);

23. **Mr M & Mrs L Pummel** for Flat 3 (one balcony), 26 Narrow Street (Roneo Wharf), Limehouse (freeholder: ***26NSL***/ 405085); and

24. **Mr B Redgrove** for Flat 4 (one balcony), 26 Narrow Street (Roneo Wharf), Limehouse (freeholder: ***26NSL***/ 405085).

APPENDIX C - LICENSEES WITH BOTH BALCONY RWLS & AIRSPACE LEASES

Some examples of balcony RWL **licensees** with separate airspace **leases** (in respect of **157 balconies**)[81] are as follows:

1. **Millers Wharf,** 78 St Katherine's Way (8 balconies);
2. **Lower Gun Wharf** (Marc Brunel House), 136 Wapping High Street (32 balconies);
3. **Spice Quay Heights,** 32 Shad Thames (53 balconies);
4. **Springalls Wharf**, 25 Bermondsey Wall West (28 balconies);
5. **Providence Tower** (Oval Wharf), 24 Bermondsey Wall West (16 balconies);
6. **China Wharf**, 29 Mill Street (16 balconies);
7. **Flat 1b, Radcliffe Wharf**, 18-22 Narrow Street, Limehouse (one balcony);
8. **Flat 2, 24 Narrow Street**, Limehouse (one balcony);
9. **Flat 13, Blyths Wharf**, Narrow Street, Limehouse (one balcony); and
10. **Flat 14, Blyths Wharf**, Narrow Street, Limehouse (one balcony).

[81] Exhibit 32; some licences are extracts only, but complete versions are available in hard copy if required (and the PLA should have its own complete copy)