

TURKS LAUNCHES LTD

Statement of fact

1. My name is Richard Turk. I am the Managing Director of Turks Shipyard Ltd and Turks Launches Limited. The following statement of fact sets out my understanding of the history and operation at the site.
2. I am the owner of Turk Launches which belongs to a river family business that was started in 1710 by the Turk family and is made up of passenger boats, hire boats, moorings, Shipyard and floating restaurant and offices. I am a Royal Waterman to his Majesty the King carrying on a long tradition within my family. I currently sit on the Court for the Company of Watermen and Lightermen of the River Thames.
3. I own two pontoons in Richmond. The first is St Helena Pier which is used for our Passenger Boats embarkation and disembarkation points. The second is called Turks Richmond bridge pier which is a pontoon and gangway used as a café and restaurant alongside the 1911 Oxford College barge called the “Jesus Barge”, of which there are only six left in existence. This pontoon is also used by many clubs and charities for boating purposes, leisure activities and storage. The clubs include:
 - Richmond Bridge Boat Club
 - The Great River Race Trust
 - 14 Richmond Scout Boating Centre
 - Skerries 4 School
 - London Cornish Rowing Club
 - West London Magistrates Boating Club (Bench Blisters)
 - Richmond Bridge boat hire business
 - The Jubilant Trust
 - The Company of Watermen and Lightermen
 - Richmond Freemwater’s Turnway Society RFTS
 - Thames Wherry Trust
 - Company of Instrument Makers
4. We have used the Jesus Barge with the Pontoon for café and restaurant activities for over 30 years (since 1992 at least). Specifically, the barge and pontoon has always had a café/restaurant use along with boat club users. The services for the restaurant (including electricity and water) have always been run via the gangplank through the pontoon to serve the Jesus College Barge. Waste tanks have always been located within the pontoon. Access for both the Jesus College Barge and the Pontoon is taken via the gangplank and over the pontoon.



Image 1: Shows operational restaurant with canopy in 1993

5. Tables and chairs have always been on the pontoon since 1992. Photographs show the tables and chairs (Image 2 below).



Image 2 taken in 1997 showing Tables and Chairs associated with Jesus College Operation. Canopy over Jesus College Barge also shown.

6. Premises Licenses issued by Richmond Council have also referenced the tables and chairs, and the legal consumption of alcohol on the pontoon.
 - Letter from Pilgrims Solicitors on behalf of Grosvenor Inns plc (lessees in March 1996 and 1993). References the tables and chairs and proposed use across the entire pontoon. This is provided within appendix RT001
 - Premises License dated 25th April 2006 (PL013546). This is provided within RT002
 - Premises License dated 8th July 2021 (PL594387). This is provided within RT003
7. Photographs demonstrate that in 1993 gas bottles and barrels were stored on top of the pontoon for a number of years in purpose built cages (see Image 3 below).

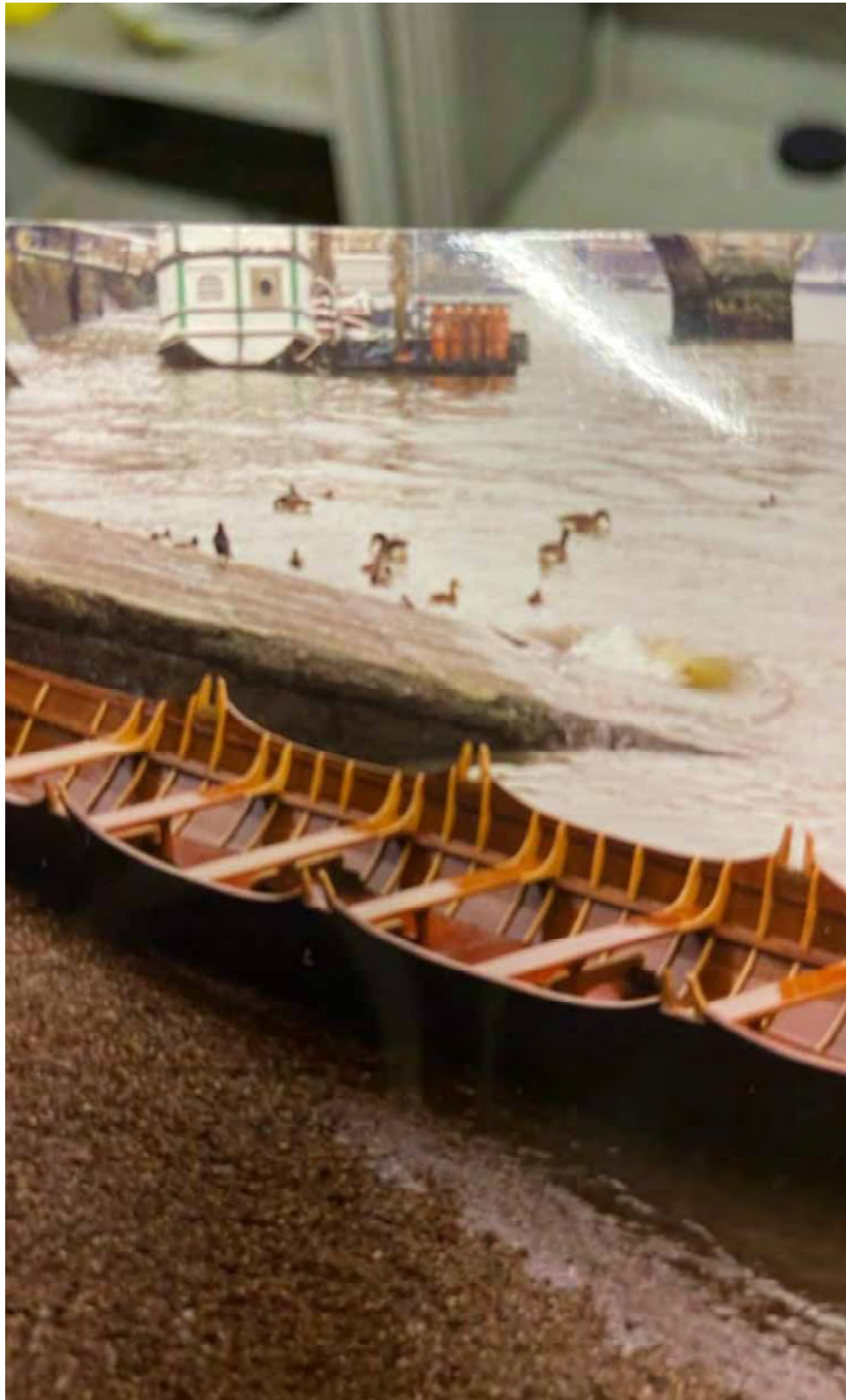


Image 3: Shows gas bottles at the downstream end of the pontoon. Image taken in c1993

8. By 1996, the upstream end of the pontoon was leased to Mark Edwards and was occupied by his storage cabin (see RT001 Pilgrims correspondence March 1996). This is the green structure within the photographs 2 and 4 from 1997 and 1999.



Image 4 taken in c1997.



Image 5 taken from c1999 showing tables and chairs on the pontoon

9. Circa 2010 a purpose built storage and food shed (in white on the image 7) was built by Mark Edwards on top of the pontoon for food prep and storage for the restaurant. The numerous photos over the years clearly shows a restaurant use alongside other boating users. In 30 years we have never been challenged using the pontoon in this way. This is supported within statements provided to the inquiry e.g. Mr Mark Edwards.

Pontoon History

10. I set out my understanding of history of events at the pontoon between 1985 and present day:
11. In 1985 RJ Turk and sons bought the freehold including Richmond bridge arches 1, 2 and no 3 owned by Mr Peasley and his Thames Skiff Hire business. That same year planning permission was granted for the current pontoon still there today. We also started and operated a boat hire business for rowing boats and motor boats from the pontoon.
12. In 1989 there was a royal visit to Richmond by river where the Queen arrived onto the pontoon.
13. In 1992 planning permission was granted for the Jesus Barge to operate as a café/restaurant.
14. In 1993 some of the arches were leased out to Mark Edwards namely no 1 and no 2 arch for boat building purposes.
15. In 1993 a new tenant Owen Williams, was found to operate the café/restaurant on the Jesus Barge. The restaurant was operated coalescing the Jesus barge with the pontoon with services and access to the Jesus barge running 'within' and 'on' the pontoon. We also have had additional seating with tables and chairs on the pontoon soon after it opened in the mid 1990s. The Jesus Barge also had a top Canopy on it until 1997.
16. In 1995 the lease changed ownership to tenant Owen Williams and Grosvenor Inns and Taverns ltd.
17. In 1996 the Jesus Barge sank due to a tap left on. Minor damage occurred which was repaired quickly.
18. In 1997 notice was given on the lease from the current tenant. Queen Ice ltd bought Grosvenor Inns and Taverns ltd.
19. In 2002 on the 2nd July a new tenant H2O ltd signed a new lease to operate the café/restaurant. A new premise license was granted by Richmond council which also shows tables and chairs across the pontoon. This is provided in RT002.
20. In 2009 on the 25th September a new tenant G.G.M Restaurants ltd signed a lease to operate the café/restaurant. This lease is provided in RT004.



Image 6: Tables and chairs on the pontoon and umbrellas for restaurant customers of the H2O taken in 2007



Image 7: Image taken in 2009 showing use of the pontoon during River Race. Multiple seating and the white storage/food shed shown at downstream end.



2011

Image 8: Taken in 2011 showing seating on the pontoon and white storage/food shed.



2012

Image 9 shows seating and railings in 2012, also showing food and storage shed.



Image 10 shows chairs and tables in September 2010 and white food/storage shed.

21. On the 17th April 2015 the Jesus Barge and pontoon sunk due to a faulty toilet. It was refloated within 24 hours, however the Jesus barge was badly damaged. The ongoing Insurance claim was eventually settled at the back end of that year however the insurance payment was not enough to pay for the repair works and additional finance had to be sought.
22. On the 22nd May 2016 the Jesus barge was moved from Richmond to Turks HQ at Town End Pier Kingston where some initial repair works commenced however due to a lack of finance at the time the repairs were limited.
23. In February 2017, I instructed Graham Slack a Naval Architect to design a new steel tray for the wooden Jesus barge Hull to sit in. This was in order to preserve her for future years as well as being a much more economical repair for her hull.
24. On the 31st July 2017 Naval Architect Graham Slack sends final construction drawings for steel tray for hull to sit in.
25. My brother and I applied for planning permission for the Jesus barge at Kingston upon Thames in August 2017. This was a litmus test to see if we could get our pier at Kingston extended in order to put an additional historical vessel or replica there. At the time we were in discussions about buying back the Balliol Barge (see image 10b) another historical Oxford College Barge that we previously owned and needed to see if there was appetite within Kingston planning department for such a historical vessel. It has never been our intention or business plan to remove the Jesus barge from one of the most valuable sites In London and to move it to a far less desirable location. That wouldn't make good business sense.



Image 10b- Image of the Balliol Barge in 2023 when it was put up for sale again (having being refurbished).



Image 11: Image taken in 2018, showing pontoon with Jesus College away for repairs

26. On the 18th September 2018 construction for the new steel tray for the Jesus barge began in my Shipyard at Chatham in Kent.
27. On the 28th December 2018 the new Jesus Barge steel tray was launched at Turks Shipyard Chatham on the River Medway. Shortly after launch of this steel tray another dry dock namely Colliers in Isleworth was booked in order to dry dock the new tray and then to sink it in order to put the Jesus barge into the tray.
28. On the 2nd July 2019 the Jesus barge was towed to Colliers dock in Richmond and the wooden boat put in new steel tray.
29. On the 18th December 2019 finance was secured on the Jesus Barge with Arkle Finance.
30. On the 10th January 2020 the Jesus barge was towed to Chatham Marina which is situated next to Turks Shipyard. She was due to be dry docked at Turks Shipyard on the 17th January for repair and fitting out works.
31. On the 15th January 2020 Storm Brendan hit Kent with high winds and heavy rain and regrettably the Jesus Barge sunk. Following the sinking the boat was salvaged and the steel tray was also recovered from a separate location and brought back to Turks Shipyard. The Jesus Barge was badly structurally damaged and the superstructure had to re-built.

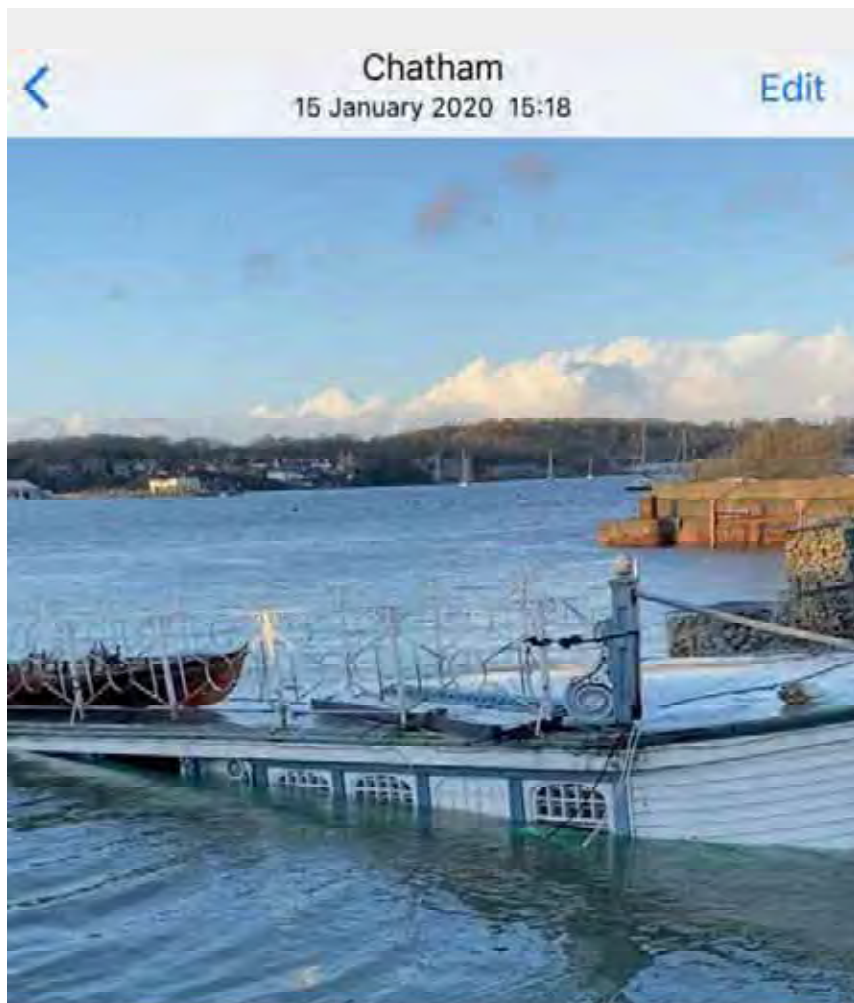


Image 12: Image to show Jesus College Barge and the sinking due to Storm Brendan 15th January 2020.



Image 13 of damage to Jesus College following sinking in 2020

32. On the 3rd March 2020 the report from insurers on the sinking was finalised.
33. On the 16th March 2020 commercial kitchen designs were sent through.
34. The repair works started on the 16th April 2020.
35. During the two year COVID period, considerably limited activity occurred in line with UK restrictions, this related to no restaurant use and limited boating use
36. On the 21st July 2020 we undocked Jesus Barge from Turks Shipyard after exterior repair works (structural) were complete. She was returned to Kingston upon Thames where internal repair works continued through later that year.



2020

Image 14: Image taken showing pontoon and additional wooden structures at the downstream end.

37. On the 18th February 2021 we submitted an application for premises license renewal to Richmond.
38. On the 8th July 2021 the Premise license granted. Again within the license Richmond council have highlighted the whole of the pontoon for consumption of alcohol. It also shows tables and chairs situated on the pontoon.
39. On the 18 July 2021 the pontoon was towed from Richmond for survey and repair works as she hadn't been dry docked for 50 years. The pontoon could only be moved by river, as she would sink in open tidal conditions.
40. We dry docked her on the 10th August 2021 in Turks Shipyard in Chatham where she was surveyed by Naval Architect Tony Tucker. She was discovered to be in poor condition due to her age and extensive steelwork repairs were needed. These included cutting out and replacing her sides and swim ends. Removing the ballast and bulkheads and replacing with poured concrete ballast sections. New bulkheads were put in and her deck was removed and replaced. She was then shotblasted and painted with a 500 micron system.
41. On the 4th January 2022 the Pontoon works were finished and she was undocked after a 6 month plus repair period and towed back to Richmond.
42. In March 2022 we started the fit out and installation of services within the interior of the pontoon. In July 2022 the Jesus Barge and Pontoon opened as café/restaurant called Peggy Jean run by Prue Freeman and is a huge success enjoyed by locals and visitors.



2021 DISMANTLING PONTOON / REMOVING BALLAST

Image 15: Taken in 2021 before the pontoon was removed, it is evident she was in a poor state. White shed has been painted green.



Image 16 shows pontoon in the drydock in Chatham and refurbishment works

43. Upon the Jesus barge sinking in 2015, the family have always maintained a rock solid conviction for her to return alongside the pontoon to resume café and restaurant activities. However the restoration of historical boats takes time and in most cases years. We have also been hampered by life's unknowns with a second sinking of the Jesus Barge from Storm Brendan, the challenge of raising finance for a small business (namely £300,000) and a pandemic which has delayed reopening several years.
44. The pontoon was originally bought by my father Mike Turk from the Heinz family and was used in the Royal River Pageant in 1953 celebrating the coronation of Queen Elizabeth II. Upon her long overdue recent dry docking necessary repairs were made to her hull and structure. Following extensive shotblasting and steelwork repairs the pontoon has not been extended in terms of length and width. Her decks have been replaced and one end (downstream) the decks have been raised by approximately 700mm, while still staying under the agreed air draft of 2000mm from the 1992 planning permission drawings. I have consistently had Crown Estate and PLA licenses for both Jesus barge and Pontoon since 1992 and 1985 respectively. Crown Estate, PLA and Business Rates have all been paid throughout the period (2015 to reopening) indicating that it was clearly intentional to reopen.

River related benefits

46. To my knowledge there are 12 boat clubs, charities or other organisations who utilize the pontoon.
47. This is managed by Mark Edwards, with whom I have agreed a minimum contribution of £600 a month for its usage.

48. This allows the boat clubs and charities safe river access for all users including young children and those with mobility or disabling conditions.
49. In addition, the pontoon provides storage for these users for boat related equipment (oars, first aid kits, life jackets etc), along with changing facilities.
50. To my knowledge, there is no other such facility within the borough, and although there are other river access points, in the form of slips and steps), they are not suitable for safe and controlled river access for the clubs and charities. I append letters from the Jubilant Trust and 14th Viking Scouts who confirm this position at RT005. Without the pontoon, it is my understanding that these river users would have to leave the borough for similar facilities and safe river access.
51. The pontoon is used across a range of clubs and charities. The volume of usage is explored in the evidence of Ms Freeman but illustrates a significant use of the river (67,000 plus river related activities and 5,400 disabled access users, 650,000 all tides river activities).
52. Boating activities at the site have increased from 15,000 in 2014 to 24,000 in 2024. Disabled boating has increased from 0 to more than 200 people per year.

Pontoon Funding and Viability.

53. The use of the pontoon by river users has always been financially supported by the income generated by the leasing of the Jesus College Barge for a restaurant.
54. The boat users (charities, clubs, schools, community groups) pay only a heavily subsidised rate, which is far below the true cost of operating the pontoon.
55. The Jesus College Barge business model is not viable without income from the pontoon restaurant.
56. Boating users alone cannot meet the fixed costs required to maintain the pontoon.
57. The restaurant's income subsidises the pontoon and keeps it available for all river users.
58. I have provided receipts and the details of this in RT006.
59. Annual fixed costs of operating the pontoon include:
 - Crown Estate lease: £11,298.56 + VAT
 - PLA charges: £442.25 + VAT
 - Business rates: £7,485 + VAT
 - Pontoon insurance: £4,277.13 + VAT
 - Inhouse Maintenance: £7,000 per year
 - Total annual pontoon cost: £30,452.94
60. In addition, there is an insurance requirement to dry dock the pontoon every 10 years. The details of this, are set out in the supporting RT006.
61. Income from river users is limited. Boat clubs and charities collectively contribute only £6,000 + VAT per year.

62. This leaves a large annual funding gap.
63. After subtracting river-user income, there is a **fixed-cost deficit of £24,452.94**.
64. If the restaurant ceases operating, the pontoon becomes financially unsustainable on its own.
65. Without restaurant income:
- The pontoon cannot cover its fixed costs.
 - It would likely have to be removed or sold.
 - This would severely harm all boating activity that relies on it.
66. The restaurant itself cannot survive without the pontoon.
67. It depends on the additional seating (covers), and kitchen/storage space provided on the pontoon. This is set out in Prue Freeman's submissions.
68. Removing the pontoon would make the restaurant unviable.

Conclusion:

69. The pontoon and the restaurant are mutually dependent.
70. The restaurant enables the public and community boating uses to continue.
71. Removing the pontoon or preventing its use by the restaurant undermines the entire river-user ecosystem.

The potential loss of Turk Launches a 300 year old family River Business

72. Turk Launches, the owner and operator of the floating restaurant and pontoon, is a long-established river-based family business with origins dating back to 1710. It forms an important part of the borough's maritime heritage and has operated on the Thames for more than three centuries. In recent years, the business has faced significant challenges: its passenger fleet has been reduced from five vessels to two due to the combined pressures of the Covid-19 pandemic and the introduction of new MCA safety regulations. As a result, the company's financial resilience has been substantially weakened.
73. The restaurant now represents a critical income stream for Turk Launches and plays a central role in supporting the wider group, including Turks Shipyard Ltd. Any enforced reduction in the restaurant's operational capacity—whether through loss of kitchen space, covers, or weather-protection structures—would materially reduce its ability to generate revenue. Such a reduction could place the entire business group at risk of failure.
74. The consequences of such a loss would extend far beyond the restaurant itself. The knock on effects that Daisy Green and Turk Launches could go out of business. With Turks businesses up to 40 skilled workers could lose their jobs, affecting livelihoods and the continuity of specialist marine craftsmanship within the borough. Richmond upon Thames would also risk losing a long-standing passenger boat service that currently carries thousands of visitors and residents into and out of the borough each

year. The social, cultural, and tourism value of this service is significant, and its loss would diminish the character and vibrancy of the local riverside environment.

Ground (g)

Dry docking availability and challenges

75. There is a well-documented shortage of suitable boatyards along the Thames and the Medway capable of accommodating vessels of this size and type particular a 35 meter pontoon weighing some 300 ton. (see RT007 Thames Festival Trust). The floating pontoon can only undergo structural alterations when dry-docked, yet due to her dimensions and specialist requirements, she can only be accepted into two yards within the region. This severely limits the availability of appropriate facilities.
76. Compounding this challenge, the current shortage of operational boatyards means that dry-dock slots are typically booked some 6–9 months in advance. Securing a berth is therefore not something that can be arranged quickly or flexibly, and the business must work within significant logistical constraints that are entirely outside its control.
77. The vessel's structural characteristics further restrict workable timeframes. Owing to her extremely low freeboard, navigating her to the Medway or lower reaches of the Thames during the winter months presents considerable risks. Such a voyage can only be undertaken during favourable weather windows, which are increasingly unpredictable and often limited to specific portions of the year. Attempting this transit in adverse conditions would place both the vessel and crew in jeopardy.
78. For these reasons, even if alterations are ultimately required, they cannot reasonably be carried out within a short timeframe. A minimum period of **two years** is necessary to secure a suitable dry-dock slot, plan and execute the required works, and ensure the vessel can be safely transported. This request is both practical and proportionate given the physical constraints, industry capacity limitations, and navigational risks involved.

RT001

OUR REF:

YOUR REF:

DSP.CW.Grosvenor

M. J. Turk Esq.
Thameside Boathouse
Kingston-upon-Thames
Surrey

7th March 1996

Dear Mr Turk

re: The College (Jesus) Barge, Richmond-upon-Thames

I act for Grosvenor Inns plc, your lessees of the above premises at Richmond. I enclose a plan showing the College Barge and the Pontoon. The Lease granted by you on 30th November 1993 contains the exclusive rights to use that area of the Pontoon immediately adjacent to the Barge. I have hatched that area on the plan.

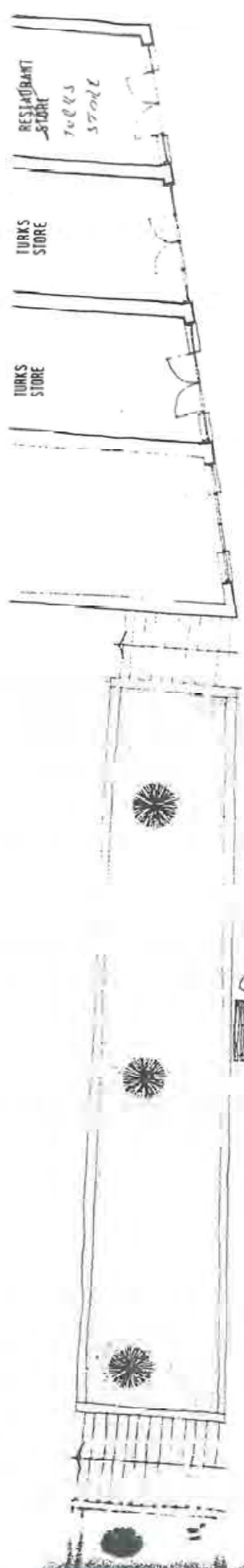
I have also cross hatched another area adjacent to the gangway. My clients ask if it is possible that they could have a Licence to make summer use of the additional area and to set out tables and chairs on it, provided there were no interference with your use of the Pontoon or mooring of boats etc. My clients would be prepared to pay a (negotiable) annual Licence fee for this purpose, and it would be proposed that a Licence granted would be from year to year but subject to termination on, eg six months notice. The summer use period proposed would be from 1st April to 30th September.

I would be grateful if you would kindly let me know if this proposal could be implemented and, if so, give me some idea of the annual Licence which you might require. Subject to that fee being agreed I would be happy to prepare a short form of Licence for approval and submit it to either you or your solicitors (as you may require) on the basis that my clients will pay your reasonable costs for settling and completing that document.

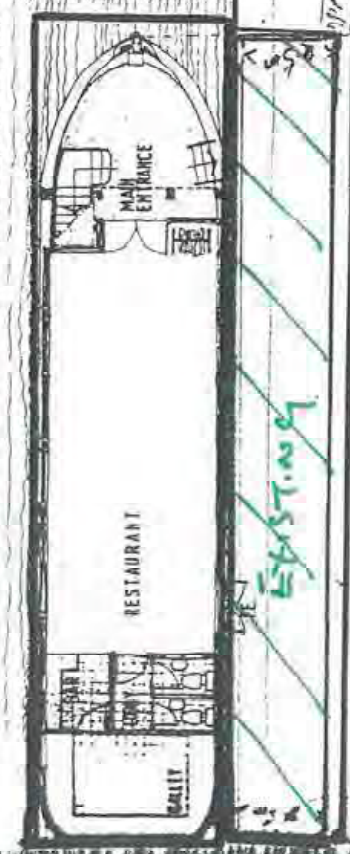
I look forward to hearing from you.

Yours sincerely,

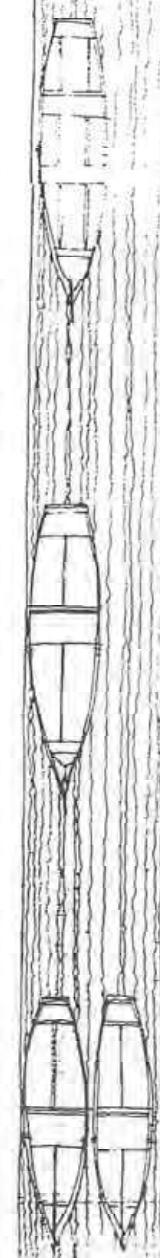

David S Pilgrim



Michael Jack



RIVER THAMES



David Pilgrim
Pilgrims Solicitors
54 Harpur Street
Bedford MK40 2QT

11 March 1996

Ref: Jesus Barge, Richmond upon Thames

Thank you for your letter. We have already leased that part of the pontoon in which you have expressed an interest to Mark Edwards, Richmond Boathouse (0181 948 8270). I believe that it would be appropriate for you to discuss the practical considerations of your clients proposals with him in the first instance.

I would only make the observation that part of the area indicated is in fact occupied by his storage cabin. Mark Edwards also tells me that your clients have already occupied part of the area on a casual basis outside his hours of operation. He is receptive to a continuation of this but wishes to resolve issues of security and safety arising from your clients customers use of the pontoon when he is not in attendance. I understand that it is a simple matter of barrier chains or gates, we would of course require to approve any proposals that he and your clients agree.

Yours sincerely

Keith Wellham
Managing Director

Draft 18/09/95

DATED 20 SEP 1995

MICHAEL JOHN TURK

and

OWEN WILLIAMS

and

GROSVENOR INNS & TAVERNS LIMITED

LICENCE TO ASSIGN

Lease of the Jesus Barge and
adjoining pontoon moored at
Richmond Upon Thames Surrey

Kidd Rapinet
35 Windsor Road
Slough
Berkshire
SL1 2EB

Tel: (01753) 532541
Ref: BWD/S-00184/18

THIS LICENCE is made the day of One thousand nine hundred and ninety-five **BETWEEN MICHAEL JOHN TURK** of Thameside Boathouse Kingston Upon Thames Surrey (hereinafter called "the Landlord") of the first part **OWEN WILLIAMS** of Stubbings Gate Burchetts Green Maidenhead Berkshire SL6 3QP (hereinafter called "the Tenant") of the second part and **GROSVENOR INNS & TAVERNS LIMITED** whose registered office is at The Old School House Shenley Hertfordshire WD7 9DX (hereinafter together called "the Assignee") of the third part **SUPPLEMENTAL** to (1) a Lease (hereinafter called "the Lease") dated the Thirtieth day of November One thousand nine hundred and ninety-three and made between the Landlord of the one part and the Tenant of the other part whereby the Barge known as the Jesus Barge moored at the Turks Pontoon Richmond Upon Thames Surrey and more particularly described therein (hereinafter called "the Demised Premises") with and subject to the rights and reservations therein described were demised for a term of ten years from the Twenty-fifth day of March One thousand nine hundred and ninety-three at the yearly and other rents thereby reserved and subject to the Tenant's covenants and the conditions therein contained

WHEREAS:-

- (1) (a) The reversion immediately expectant upon the term of years granted by the Lease at the date hereof remains vested in the Landlord
- (b) The term of years granted by the Lease is at the date hereof remains vested in the Tenant
- (2) The Tenant being desirous of assigning all the Tenant's estate and interest in the Lease and the Demised Premises unto the Assignee for all the residue of the term of years created by the Lease has applied to the Landlord for the Landlord's consent thereto
- (3) The Landlord has agreed to grant the Landlord's consent to such assignment as aforesaid upon the terms and conditions hereafter contained

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the covenants on the part of the Assignee hereinafter contained the Landlord hereby grants his consent to the assignment by the Tenant to the Assignee at any time within six months after the date hereof of all the Tenant's estate and interest in the Lease and the Demised Premises for the residue of the term of years thereby created
2. The Assignee hereby covenants with the Landlord during the residue of the term of the Lease to pay the rents reserved by the Lease and to perform and observe all the covenants and conditions thereof and on the Tenant's part to be paid performed and observed

IN WITNESS whereof this Deed has been duly executed and delivered the day and year first before written

EXECUTED as a Deed by
MICHAEL JOHN TURK
in the presence of:

EXECUTED as a Deed by
OWEN WILLIAMS
in the presence of:

EXECUTED as a Deed by the
affixing of the Common Seal of
GROSVENOR INNS & TAVERNS LIMITED

DATED 30th November . 1993

M J TURK ESQ (1)

O WILLIAMS (2)

L E A S E

- of -

JESUS BARGE

Bryan Carter & Co
56 Baker Street
Weybridge
Surrey KT13 8AL

THIS LEASE is made the 30th day of November. 1993
BETWEEN MICHAEL JOHN TURK of Thameside Boathouse Kingston-Upon-
Thames Surrey (hereinafter called "the Lessor" which expression shall where
the context so admits include the person or persons for the time being
entitled to the reversion immediately expectant upon the determination of the
term hereby granted) of the first part and OWEN WILLIAMS of Stubbings Gate
Burchetts Green Maidenhead Berkshire SL6 3QP (hereinafter called "the
Lessee" which expression shall where the context so admits include the
Lessee's successors in title) of the second part

WITNESSETH in consideration of the rent covenants and conditions
hereinafter reserved and contained and on the part of the Lessee to be paid
observed and performed as follows:

1. The Lessor HEREBY DEMISES unto the Lessee ALL THAT the property described
in the First Schedule hereto (which said property together with all additions
and improvements at any time and from time to time made thereto and all
fixtures of every kind which shall from time to time be in or upon the said
property (other than Lessee's fixtures) is hereinafter called "the Jesus
Barge") TOGETHER WITH the rights set out in the Fourth Schedule hereto EXCEPT
AND RESERVING AND SUBJECT TO the exceptions and reservations set out in the
Third Schedule hereto TO HOLD the same unto the Lessee for the term
(hereinafter called "the said term") of ten years from the 25th
day of March One thousand nine hundred and ninety-three determinable
nevertheless as hereinafter provided YIELDING AND PAYING therefor unto the
Lessor during the term yearly and proportionately for a fraction of a year:-
(i) for the period from the 12th day of July 1993 until the 11th
day of July. 1998 the rent of £30,000.00 per annum
(ii) for the period from the 12th day of July, 1998 to the expiration of

the term such sum as at the 12th day of July 1998 which bears the same proportion to the said initial rent of £30,000.00 per annum as the increase (if any) in the all items index figure of the Index of Retail Prices published by the Department of Employment or any successor ministry or department calculated from the date of the commencement of the said term until the said 12th day of July 1998 and in the event that the reference base used to compile the said Index of Retail Prices shall change after todays date the figure taken to be shown in the said Index after the change shall be the figure which would have been shown in the Index if the reference base current at todays date had been retained Provided Always that if it becomes impossible by reason of any change after todays date in the method used to compile the said Index or for any other reason whatever to calculate the said rent by reference to the said Index or if any dispute or question whatsoever shall arise between the parties with respect to the amount of the said rent or the construction or effect of this clause the determination of the said rent or other matter in difference shall be determined by an Arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party in accordance with the Arbitration Acts 1950-1979 who shall have full power to determine on such date as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and in view of the information assumed to be available for the operation of this rent review or (if that determination shall also be impossible) shall determine a reasonable rent for the property on such date having regard to the purposes and intent of the provisions in this Lease for the review of the rent Such respective rents to be paid without any deduction by equal quarterly payments in advance on the usual quarter days in every year the first such

payment to be made on the 12th day of July 1993 ALL payments to be made by Bankers Standing Order to the Lessors Bank account as notified to the Lessee in writing from time to time or in default on the due date on demand

2. The Lessee HEREBY COVENANTS with the Lessor at all times during the said term:

- (1) to pay the rents hereinbefore reserved at the times and in the manner aforesaid without any deduction
- (2) to pay and discharge all present and future rates taxes duties charges assessments impositions liabilities and outgoings whatsoever whether parliamentary parochial or of any other description which are now or which shall at any time during the said term be taxed charged rated assessed or imposed upon or payable or performable in respect of the said Jesus Barge or any part thereof or upon the owner or occupier in respect thereof except V.A.T. and the fees payable under the Mooring Licence hereinafter referred to and any payable by the Lessor occasioned by receipt of rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease
- (3) to pay the costs charges and expenses of making repairing maintaining rebuilding and cleansing all pipes wires conduits cables or other conducting media connected over or under the Turks Pier to the Jesus Barge either which may belong to or be used in connection with or serve the Jesus Barge and to keep the Lessor indemnified against such costs charges and expenses aforesaid
- (4) to observe and perform all restrictions of any planning consent relating to the use of the said Jesus Barge or so far as co-extensive therewith the Lessor's Pontoon leading therefrom to the public towpath
- (5) to pay to the Lessor all costs charges and expenses (including legal

costs and fees payable to a Surveyor) which may be incurred by the Lessor in connection with or in contemplation of the recovery of arrears of rent

(6) to pay all legal costs and Surveyors' fees incurred by the Lessor including the stamp duty on all licences and consents or duplicates thereof resulting from any application by the Lessee for any licence or consent of the Lessor required by this Lease including legal costs and such before-mentioned Surveyor's fees as shall have accrued when any licence or consent is refused or any application is withdrawn

(7) (a) in the year 1996 and in every third year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to paint in a proper and workmanlike manner all the outside of the Jesus Barge and other parts of the Jesus Barge heretofore or usually painted with two coats of good quality paint of the respective kinds and colours as may be approved by the Lessor save and except for the exterior of the hull as painted black and to include the part of the pier exclusively used by the Lessee

(b) in the year 1996 and in every fourth year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to varnish woodwork previously varnished and to paint in a proper and workmanlike manner all the inside wood and iron work usually painted of the part of the Jesus Barge situate above the hull with two coats of good quality paint and so that such internal painting in the last year of the said term shall be of a tint or colour to be approved by the Lessor and also with every such internal painting to whitewash colourwash grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Jesus Barge for which the Lessee is liable hereunder and as have been or ought properly to be so treated but so that any area previously varnished shall remain varnished and free of any fixtures and

fittings except insofar as the same shall be required by any statutory authority

(8) At the expiration or sooner determination of the said term quietly to yield up unto the Lessor the Jesus Barge in such state of repair and condition as shall in all respects be consistent with a full and due performance by the Lessee of the covenants on the part of the Lessee contained in the immediately preceding sub-clause of this clause

(9) to permit the Lessor and the Lessor's workmen and others authorised by the Landlord at all reasonable times upon giving reasonable prior notice (except in case of emergency) during the said term to enter into and upon the Jesus Barge for the purpose of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Lessee herein contained are being duly observed and performed And to repair and make good all defects of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder AND if the Lessee shall not within three calendar months after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Lessor (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Lessor) to enter upon the Jesus Barge with all necessary workmen and execute such repairs at the expense of the Lessee in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action notwithstanding that the carrying out of such works in a reasonable and proper manner may cause temporary obstruction annoyance or inconvenience to the Lessee or other occupiers

(10) not without the written consent of the Lessor first obtained (and then only in accordance with plans previously approved by the Lessor and under the supervision and to the satisfaction of the Lessor's Surveyor):

(a) to make or suffer to be made to any structural alterations or additions either internally or externally or to cut or injure the hull or any of the outside or inside walls floors or joists or to carry out or to suffer to be carried out any development within the meaning of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force

(b) to erect upon or affix to the Jesus Barge any wireless television aerial or mast or apparatus whatsoever other than as required for security purposes to the exterior of the Jesus Barge AND to pay the Lessor on demand and indemnify the Lessor against all Surveyors' fees and other charges and expenses incurred in connection with any matter or thing under this present sub-clause Provided Always that the Lessor may at the end of the said term require the Lessee at the Lessee's expense to remove any such work and to reinstate the Jesus Barge to its former condition

(11) if the Lessor shall give such consent as is mentioned in the immediately preceding sub-clause hereof in respect of any matter for which the consent of the Local Planning Authority shall be required forthwith at the Lessee's own expense duly to apply to such Authority therefor

(12) not to do or omit or suffer to be done or omitted any matter in contravention of the statutes statutory instruments rules order and regulations for the time being in force relating to planning control and development or any order directions or notices made or given in relation to the demised premises and at all times (without prejudice to the statutory indemnity in that behalf) to indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims objection representations or appeals in respect of any breach of this sub-clause

(13) forthwith to deliver to the Lessor a copy of any notice served upon the Lessee or on any sub-lessee and of any order or proposed order affecting the

Jesus Barge and insofar as the same relate to the Lessee's use and occupation to take all reasonable steps to comply with such notice and also at the request and cost of the Lessor to make or join with the Lessor in making such representations or appeals in respect thereof as the Lessor may reasonably require

(14) not at any time to assign or charge part with the possession of any part or parts of the Jesus Barge (here meaning a portion only and not the whole thereof) for all or any part of the said term

(15)(a) not to assign demise underlet or otherwise part with possession of the whole of the Jesus Barge for all or any part of the said term without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed in respect of a respectable and responsible proposed assignee or under-lessee PROVIDED THAT:-

(b) Every licence to assign or underlet shall contain a covenant by the Assignee underlessee or tenant as the case may be directly with the Lessor to observe and perform the covenants and conditions herein contained including a covenant not to further assign underlet or part with possession of the Jesus Barge without such consent as aforesaid and in the case of an assignment to pay the rent hereby reserved and in the case of an assignment to a Limited Company then such licence shall contain covenants by way of indemnity with the Lessor by two Directors of the assignee Company

(c) Notwithstanding anything herein contained the Lessee shall not create or permit the creation of any interest out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a less rent than the full market value (obtainable without taking a fine or a premium of the demised premises and shall not create or permit the creation of any such derivative interest save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those who

may derive title under such underlessee

(16) Within one month of every assignment assent transfer or underlease relating to the Jesus Barge to give notice in writing with particulars thereof to the solicitors for the time being of the Lessor and to produce to them such assignment assent transfer or underlease or in the case of a devolution of the interest of the Lessee not perfected by an assent within twelve months of the happening thereof to produce to the said solicitors the probate of the Will or the Letters of Administration under which such devolution arises and to pay to them a reasonable fee plus VAT for the registration thereof

(17) At all times throughout the term to comply with the regulations as to user set out in the second Schedule hereto

3. The Lessor HEREBY COVENANTS with the Lessee

(a) that the Lessor will insure and keep insured or procure the insurance of the Jesus Barge for such a sum as is equal to the full cost of reinstatement thereof from time to time in respect of loss or damage by events and risks normally comprehended in a policy of comprehensive insurance applicable to a barge of a like kind And will on every reasonable request being not more than once in any period of twelve months produce or cause to be produced to the Lessee or the Lessee's solicitors either the policy or policies of such insurance and the receipt or receipts for the last premium paid therefor or evidence from the insurers of the terms of the policy or policies and that the same is or are in force and in case the Jesus Barge or any part thereof shall be burned down or damaged by fire or such other perils insured against loss as aforesaid the Lessor will as soon as reasonably practical lay out or procure to be laid out the moneys to be received by virtue of such insurance in or towards the rebuilding or reinstatement of the Jesus Barge and the Lessee following damage by an insured risk shall be entitled at any time within the ensuing six months by notice in writing served

upon the Lessor in this behalf to determine the term hereby granted as from the quarter day next following after the service by the Lessee of such notice and upon expiry of such notice this Lease shall absolutely determine but without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants on the herein contained

(b) That the Lessee paying the rent hereby reserved and performing and observing the covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the Jesus Barge during the term without any lawful interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for him

(c) Save in so far as any decorating or repairing liability may be that of the Lessee hereunder to put keep and maintain the Jesus Barge in good and substantial repair and condition throughout the term

(d) To construct upon that part of the pontoon shown edged in blue on the plan annexed hereto a holding tank for the drainage of the Jesus Barge and thereafter throughout the term to maintain the same in good and substantial condition

(e) To keep clean and repaint with suitable paint both from the inside and outside of the hull of the Jesus Barge from time to time as may be required throughout the term

(f) Throughout the term to provide to the Lessee upon request continuing technical advice on all matters concerning mooring, river regulations and other similar matters relating to the use and mooring of boats upon the River Thames

(g) At all times throughout the term to pay the licence fee and comply with the conditions and obligations imposed upon it by the mooring licence granted by The Crown Estate Commissioners and The Port of London Authority

under The Port of London Act 1968, Section 66 a copy of which is annexed hereto

(h) To provide the Lessees with keys for the entrance gate to the pontoon from the tow path and to maintain the locking system thereof and to use its best endeavours to ensure that the other users of the pontoon keep the said gate locked at all times when not in use

4. Provided always and it is hereby agreed and declared as follows:

(1) if and whenever any of the rents hereby reserved or made payable by the Lessee or any part of parts thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee being an individual shall become bankrupt or shall have a receiving order made against him or shall enter into any arrangement or composition with or for the benefit of his creditors or if the Lessee being a company shall enter into liquidation whether compulsory or voluntary (not being a merely voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreement herein contained and on the part of the Lessee to be performed or observed then and in every such case and thenceforth it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained

(2) any notice required to be given or served under this Lease and not otherwise provided for shall be sufficiently served if addressed to the appropriate party or parties and left at or sent by registered post or

recorded delivery post to the registered office of a company or to the last known place or places of abode of such party or parties in England and a notice so sent by post shall be deemed to be served at the time when it ought in due course of post to be delivered at the address to which it is sent

(3) where at any time and from time to time the Lessor or the Lessee shall consist of two or more persons then all covenants contained herein on their respective parts shall be deemed to be joint and several

(4) if any sums payable by the Lessee to the Lessor under this Lease shall not be paid to the Lessor within 14 days after demand the same shall be payable with interest thereon at the rate per annum of 4% above Lloyds Bank Plc base rate for the time being in force calculated on a day to day basis from the date of the same being due and demanded down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Lessor be recoverable by action or as rent in arrear

(5) In the event of the Jesus Barge being damaged or destroyed by fire or other insured risks so as to be unfit for habitation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Jesus Barge shall be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force

(6) The Lessee may determine this Lease:-

(a) At the end of the period of five years from the date of commencement of the term; or

(b) At any time throughout the term in the event that the mooring licence hereinbefore referred to be revoked or any statutory consent required for the user hereby permitted be revoked in either such case by giving to the Lessor not less than three months written notice to expire at any time.

Where such notice is served than after the expiration of the period of the notice this Lease shall cease and absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition

(7) In the event that the Lessor shall wish to dispose of its ownership of the Jesus Barge it shall first notify the Lessee of such desire and offer to sell the same to the Lessee free from encumbrances at a price to be specified in such notification and shall not dispose or contract to dispose of such absolute interest until a period of two calendar months after the date of such notification and in the event that the Lessee shall notify the Lessor that it wishes to purchase the Jesus Barge then the Lessor shall sell and the Lessee shall purchase the Jesus Barge absolutely at the price so specified or as agreed between the parties

IN WITNESS whereof the parties hereunto have signed as a Deed the day and year first before written

THE FIRST SCHEDULE above referred to

FIRSTLY ALL THAT the barge now moored or to be moored in the space adjoining Turks Pontoon (the Pontoon) Richmond Surrey the approximate position of which is shown edged red on the plan annexed hereto and known as Jesus Barge
SECONDLY the exclusive right to use ALL THAT area of the Pontoon adjacent to the Jesus Barge shown edged in blue on the plan annexed hereto and
THIRDLY ALL THAT part of the Archway under River Terrace Restaurant shown edged brown on the said plan

THE SECOND SCHEDULE above referred to

Regulations as to user

1. To use and occupy the said Jesus Barge for a use falling within Class A3 of the Town and Country Planning (Use Classes) Order 1987 only
2. Not to do or suffer to be done upon the Jesus Barge any wilful or permissive waste or spoil
3. Not to do or permit to be done anything upon the Jesus Barge whereby any policy or policies of insurance on the same against damage by fire or other peril usually included in a comprehensive policy may become void or voidable or whereby any additional premium may become payable for the insurance of any neighbouring property
4. Not at any time during the said term to use the Jesus Barge or suffer the same to be used so as to be or become a nuisance or source of annoyance damage or injury to the adjoining or neighbouring property of the Lessor

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

1. The free and uninterrupted passage of water and soil through the water pipes and drains and of gas electricity and other services (if any) through the wires pipes and meters which now or shall hereafter be in on or passing through the Jesus Barge on that part of the Pontoon hereby leased and which serve other property of the Lessor and if in common with the Lessee then upon payment of a proper proportion of the cost thereof according to user
2. The right to remove from its mooring position the Jesus Barge during the winter maintenance draw off and during such period to carry out maintenance to the Hull of the Jesus Barge such period of removal to be not in excess of one month and in any event such period to be no longer than that required by the relevant Notice to Moorers

FOURTH SCHEDULE above referred to

Rights for Lessee

- (i) The right to discharge sewage into the Lessor's holding tanks situate beneath the Pontoon and to repay the Lessor the cost of emptying the same from time to time as necessary according to use
- (ii) The right to the running of water gas electricity and all other services through the wires pipes cables and other conducting media which are situate in the part of the pontoon not hereby demised
- (iii) The right to pass and repass with staff guests invitees and all others authorised by the Lessee to and from the Jesus Barge from and to the towpath
- (iv) The right at its own expense to construct bollards; to landscape; to light (by floodlight and/or otherwise) and to erect security T.V. cameras on that part of the pontoon included in this demise
- (v) The right to erect a Menu Board on the railings adjoining the gate to the towpath shown on the said plan

SIGNED AS A DEED by the said)
MICHAEL JOHN TURK in the)
presence of:)

SIGNED AS A DEED by the said)
OWEN WILLIAMS in the presence) of:-)

O. Williams

GA LEWIS
Solicitor & Notary Public
3 Swindon Road
Slough
Berkshire SL1 2EB.

DATED 30th November 1993

M J TURK ESQ (1)

O WILLIAMS (2)

L E A S E

- of -

JESUS BARGE

Bryan Carter & Co
56 Baker Street
Weybridge
Surrey KT13 8AL

17

2P
Lent 25/6

THIS LEASE is made the 30th day of November 1993

BETWEEN MICHAEL JOHN TURK of Thameside Boathouse Kingston-Upon-Thames Surrey (hereinafter called "the Lessor" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby granted) of the first part and OWEN WILLIAMS of Stubbings Gate Burchetts Green Maidenhead Berkshire SL6 3QP (hereinafter called "the Lessee" which expression shall where the context so admits include the Lessee's successors in title) of the second part



WITNESSETH in consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed as follows:

1. The Lessor HEREBY DEMISES unto the Lessee ALL THAT the property described in the First Schedule hereto (which said property together with all additions and improvements at any time and from time to time made thereto and all fixtures of every kind which shall from time to time be in or upon the said property (other than Lessee's fixtures) is hereinafter called "the Jesus Barge") TOGETHER WITH the rights set out in the Fourth Schedule hereto EXCEPT AND RESERVING AND SUBJECT TO the exceptions and reservations set out in the Third Schedule hereto TO HOLD the same unto the Lessee for the term (hereinafter called "the said term") of ten years from the ~~12th~~ 25th 03rd day of ^{March} ~~July~~ One thousand nine hundred and ninety-three determinable nevertheless as hereinafter provided YIELDING AND PAYING therefor unto the Lessor during the term yearly and proportionately for a fraction of a year:-
 - (i) for the period from the 12th day of July 1993 until the 11th day of July 1998 the rent of £30,000.00 per annum
 - (ii) for the period from the 12th day of July 1998 to the expiration of

the term such sum as at the 12th day of July 1998 which bears the same proportion to the said initial rent of £30,000.00 per annum as the increase (if any) in the all items index figure of the Index of Retail Prices published by the Department of Employment or any successor ministry or department calculated from the date of the commencement of the said term until the said 12th day of July 1998 and in the event that the reference base used to compile the said Index of Retail Prices shall change after todays date the figure taken to be shown in the said Index after the change shall be the figure which would have been shown in the Index if the reference base current at todays date had been retained Provided Always that if it becomes impossible by reason of any change after todays date in the method used to compile the said Index or for any other reason whatever to calculate the said rent by reference to the said Index or if any dispute or question whatsoever shall arise between the parties with respect to the amount of the said rent or the construction or effect of this clause the determination of the said rent or other matter in difference shall be determined by an Arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party in accordance with the Arbitration Acts 1950-1979 who shall have full power to determine on such date as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and in view of the information assumed to be available for the operation of this rent review or (if that determination shall also be impossible) shall determine a reasonable rent for the property on such date having regard to the purposes and intent of the provisions in this Lease for the review of the rent Such respective rents to be paid without any deduction by equal quarterly payments in advance on the usual quarter days in every year the first such

payment to be made on the 12th day of July 1993 ALL payments to be made by Bankers Standing Order to the Lessors Bank account as notified to the Lessee in writing from time to time or in default on the due date on demand

2. The Lessee HEREBY COVENANTS with the Lessor at all times during the said term:

- (1) to pay the rents hereinbefore reserved at the times and in the manner aforesaid without any deduction
- (2) to pay and discharge all present and future rates taxes duties charges assessments impositions liabilities and outgoings whatsoever whether parliamentary parochial or of any other description which are now or which shall at any time during the said term be taxed charged rated assessed or imposed upon or payable or performable in respect of the said Jesus Barge or any part thereof or upon the owner or occupier in respect thereof except V.A.T. and the fees payable under the Mooring Licence hereinafter referred to and any payable by the Lessor occasioned by receipt of rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease
- (3) to pay the costs charges and expenses of making repairing maintaining rebuilding and cleansing all pipes wires conduits cables or other conducting media connected over or under the Turks Pier to the Jesus Barge either which may belong to or be used in connection with or serve the Jesus Barge and to keep the Lessor indemnified against such costs charges and expenses aforesaid
- (4) to observe and perform all restrictions of any planning consent relating to the use of the said Jesus Barge or so far as co-extensive therewith the Lessor's Pontoon leading therefrom to the public towpath
- (5) to pay to the Lessor all costs charges and expenses (including legal

costs and fees payable to a Surveyor) which may be incurred by the Lessor in connection with or in contemplation of the recovery of arrears of rent

(6) to pay all legal costs and Surveyors' fees incurred by the Lessor including the stamp duty on all licences and consents or duplicates thereof resulting from any application by the Lessee for any licence or consent of the Lessor required by this Lease including legal costs and such before-mentioned Surveyor's fees as shall have accrued when any licence or consent is refused or any application is withdrawn

(7) (a) in the year 1996 and in every third year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to paint in a proper and workmanlike manner all the outside of the Jesus Barge and other parts of the Jesus Barge heretofore or usually painted with two coats of good quality paint of the respective kinds and colours as may be approved by the Lessor save and except for the exterior of the hull as painted black and to include the part of the pier exclusively used by the Lessee

(b) in the year 1996 and in every fourth year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to varnish woodwork previously varnished and to paint in a proper and workmanlike manner all the inside wood and iron work usually painted of the part of the Jesus Barge situate above the hull with two coats of good quality paint and so that such internal painting in the last year of the said term shall be of a tint or colour to be approved by the Lessor and also with every such internal painting to whitewash colourwash grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Jesus Barge for which the Lessee is liable hereunder and as have been or ought properly to be so treated but so that any area previously varnished shall remain varnished and free of any fixtures and

fittings except insofar as the same shall be required by any statutory authority

(8) At the expiration or sooner determination of the said term quietly to yield up unto the Lessor the Jesus Barge in such state of repair and condition as shall in all respects be consistent with a full and due performance by the Lessee of the covenants on the part of the Lessee contained in the immediately preceding sub-clause of this clause

(9) to permit the Lessor and the Lessor's workmen and others authorised by the Landlord at all reasonable times upon giving reasonable prior notice (except in case of emergency) during the said term to enter into and upon the Jesus Barge for the purpose of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Lessee herein contained are being duly observed and performed And to repair and make good all defects of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder AND if the Lessee shall not within three calendar months after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Lessor (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Lessor) to enter upon the Jesus Barge with all necessary workmen and execute such repairs at the expense of the Lessee in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action notwithstanding that the carrying out of such works in a reasonable and proper manner may cause temporary obstruction annoyance or inconvenience to the Lessee or other occupiers

(10) not without the written consent of the Lessor first obtained (and then only in accordance with plans previously approved by the Lessor and under the supervision and to the satisfaction of the Lessor's Surveyor):

(a) to make or suffer to be made to any structural alterations or additions either internally or externally or to cut or injure the hull or any of the outside or inside walls floors or joists or to carry out or to suffer to be carried out any development within the meaning of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force

(b) to erect upon or affix to the Jesus Barge any wireless television aerial or mast or apparatus whatsoever other than as required for security purposes to the exterior of the Jesus Barge AND to pay the Lessor on demand and indemnify the Lessor against all Surveyors' fees and other charges and expenses incurred in connection with any matter or thing under this present sub-clause Provided Always that the Lessor may at the end of the said term require the Lessee at the Lessee's expense to remove any such work and to reinstate the Jesus Barge to its former condition

(11) if the Lessor shall give such consent as is mentioned in the immediately preceding sub-clause hereof in respect of any matter for which the consent of the Local Planning Authority shall be required forthwith at the Lessee's own expense duly to apply to such Authority therefor

(12) not to do or omit or suffer to be done or omitted any matter in contravention of the statutes statutory instruments rules order and regulations for the time being in force relating to planning control and development or any order directions or notices made or given in relation to the demised premises and at all times (without prejudice to the statutory indemnity in that behalf) to indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims objection representations or appeals in respect of any breach of this sub-clause

(13) forthwith to deliver to the Lessor a copy of any notice served upon the Lessee or on any sub-lessee and of any order or proposed order affecting the

Jesus Barge and insofar as the same relate to the Lessee's use and occupation to take all reasonable steps to comply with such notice and also at the request and cost of the Lessor to make or join with the Lessor in making such representations or appeals in respect thereof as the Lessor may reasonably require

(14) not at any time to assign or charge part with the possession of any part or parts of the Jesus Barge (here meaning a portion only and not the whole thereof) for all or any part of the said term

(15)(a) not to assign demise underlet or otherwise part with possession of the whole of the Jesus Barge for all or any part of the said term without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed in respect of a respectable and responsible proposed assignee or under-lessee PROVIDED THAT:-

(b) Every licence to assign or underlet shall contain a covenant by the Assignee underlessee or tenant as the case may be directly with the Lessor to observe and perform the covenants and conditions herein contained including a covenant not to further assign underlet or part with possession of the Jesus Barge without such consent as aforesaid and in the case of an assignment to pay the rent hereby reserved and in the case of an assignment to a Limited Company then such licence shall contain covenants by way of indemnity with the Lessor by two Directors of the assignee Company

(c) Notwithstanding anything herein contained the Lessee shall not create or permit the creation of any interest out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a less rent than the full market value (obtainable without taking a fine or a premium of the demised premises and shall not create or permit the creation of any such derivative interest save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those who

may derive title under such underlessee

(16) Within one month of every assignment assent transfer or underlease relating to the Jesus Barge to give notice in writing with particulars thereof to the solicitors for the time being of the Lessor and to produce to them such assignment assent transfer or underlease or in the case of a devolution of the interest of the Lessee not perfected by an assent within twelve months of the happening thereof to produce to the said solicitors the probate of the Will or the Letters of Administration under which such devolution arises and to pay to them a reasonable fee plus VAT for the registration thereof

(17) At all times throughout the term to comply with the regulations as to user set out in the second Schedule hereto

3. The Lessor HEREBY COVENANTS with the Lessee

(a) that the Lessor will insure and keep insured or procure the insurance of the Jesus Barge for such a sum as is equal to the full cost of reinstatement thereof from time to time in respect of loss or damage by events and risks normally comprehended in a policy of comprehensive insurance applicable to a barge of a like kind And will on every reasonable request being not more than once in any period of twelve months produce or cause to be produced to the Lessee or the Lessee's solicitors either the policy or policies of such insurance and the receipt or receipts for the last premium paid therefor or evidence from the insurers of the terms of the policy or policies and that the same is or are in force and in case the Jesus Barge or any part thereof shall be burned down or damaged by fire or such other perils insured against loss as aforesaid the Lessor will as soon as reasonably practical lay out or procure to be laid out the moneys to be received by virtue of such insurance in or towards the rebuilding or reinstatement of the Jesus Barge and the Lessee following damage by an insured risk shall be entitled at any time within the ensuing six months by notice in writing served

upon the Lessor in this behalf to determine the term hereby granted as from the quarter day next following after the service by the Lessee of such notice and upon expiry of such notice this Lease shall absolutely determine but without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants on the herein contained

(b) That the Lessee paying the rent hereby reserved and performing and observing the covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the Jesus Barge during the term without any lawful interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for him

(c) Save in so far as any decorating or repairing liability may be that of the Lessee hereunder to put keep and maintain the Jesus Barge in good and substantial repair and condition throughout the term

(d) To construct upon that part of the pontoon shown edged in blue on the plan annexed hereto a holding tank for the drainage of the Jesus Barge and thereafter throughout the term to maintain the same in good and substantial condition

(e) To keep clean and repaint with suitable paint both from the inside and outside of the hull of the Jesus Barge from time to time as may be required throughout the term

(f) Throughout the term to provide to the Lessee upon request continuing technical advice on all matters concerning mooring, river regulations and other similar matters relating to the use and mooring of boats upon the River Thames

(g) At all times throughout the term to pay the licence fee and comply with the conditions and obligations imposed upon it by the mooring licence granted by The Crown Estate Commissioners and The Port of London Authority

under The Port of London Act 1968, Section 66 a copy of which is annexed hereto

(h) To provide the Lessees with keys for the entrance gate to the pontoon from the tow path and to maintain the locking system thereof and to use its best endeavours to ensure that the other users of the pontoon keep the said gate locked at all times when not in use

4. Provided always and it is hereby agreed and declared as follows:

(1) if and whenever any of the rents hereby reserved or made payable by the Lessee or any part of parts thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee being an individual shall become bankrupt or shall have a receiving order made against him or shall enter into any arrangement or composition with or for the benefit of his creditors or if the Lessee being a company shall enter into liquidation whether compulsory or voluntary (not being a merely voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreement herein contained and on the part of the Lessee to be performed or observed then and in every such case and thenceforth it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained

(2) any notice required to be given or served under this Lease and not otherwise provided for shall be sufficiently served if addressed to the appropriate party or parties and left at or sent by registered post or

recorded delivery post to the registered office of a company or to the last known place or places of abode of such party or parties in England and a notice so sent by post shall be deemed to be served at the time when it ought in due course of post to be delivered at the address to which it is sent

(3) where at any time and from time to time the Lessor or the Lessee shall consist of two or more persons then all covenants contained herein on their respective parts shall be deemed to be joint and several

(4) if any sums payable by the Lessee to the Lessor under this Lease shall not be paid to the Lessor within 14 days after demand the same shall be payable with interest thereon at the rate per annum of 4% above Lloyds Bank Plc base rate for the time being in force calculated on a day to day basis from the date of the same being due and demanded down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Lessor be recoverable by action or as rent in arrear

(5) In the event of the Jesus Barge being damaged or destroyed by fire or other insured risks so as to be unfit for habitation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Jesus Barge shall be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force

(6) The Lessee may determine this Lease:-

(a) At the end of the period of five years from the date of commencement of the term; or

(b) At any time throughout the term in the event that the mooring licence hereinbefore referred to be revoked or any statutory consent required for the user hereby permitted be revoked in either such case by giving to the Lessor not less than three months written notice to expire at any time.

Where such notice is served than after the expiration of the period of the notice this Lease shall cease and absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition

(7) In the event that the Lessor shall wish to dispose of its ownership of the Jesus Barge it shall first notify the Lessee of such desire and offer to sell the same to the Lessee free from encumbrances at a price to be specified in such notification and shall not dispose or contract to dispose of such absolute interest until a period of two calendar months after the date of such notification and in the event that the Lessee shall notify the Lessor that it wishes to purchase the Jesus Barge then the Lessor shall sell and the Lessee shall purchase the Jesus Barge absolutely at the price so specified or as agreed between the parties

IN WITNESS whereof the parties hereunto have signed as a Deed the day and year first before written

THE FIRST SCHEDULE above referred to

FIRSTLY ALL THAT the barge now moored or to be moored in the space adjoining Turks Pontoon (the Pontoon) Richmond Surrey the approximate position of which is shown edged red on the plan annexed hereto and known as Jesus Barge
SECONDLY the exclusive right to use ALL THAT area of the Pontoon adjacent to the Jesus Barge shown edged in blue on the plan annexed hereto and
THIRDLY ALL THAT part of the Archway under River Terrace Restaurant shown edged brown on the said plan

THE SECOND SCHEDULE above referred to

Regulations as to user

1. To use and occupy the said Jesus Barge for a use falling within Class A3 of the Town and Country Planning (Use Classes) Order 1987 only
2. Not to do or suffer to be done upon the Jesus Barge any wilful or permissive waste or spoil
3. Not to do or permit to be done anything upon the Jesus Barge whereby any policy or policies of insurance on the same against damage by fire or other peril usually included in a comprehensive policy may become void or voidable or whereby any additional premium may become payable for the insurance of any neighbouring property
4. Not at any time during the said term to use the Jesus Barge or suffer the same to be used so as to be or become a nuisance or source of annoyance damage or injury to the adjoining or neighbouring property of the Lessor

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

1. The free and uninterrupted passage of water and soil through the water pipes and drains and of gas electricity and other services (if any) through the wires pipes and meters which now or shall hereafter be in on or passing through the Jesus Barge on that part of the Pontoon hereby leased and which serve other property of the Lessor and if in common with the Lessee then upon payment of a proper proportion of the cost thereof according to user
2. The right to remove from its mooring position the Jesus Barge during the winter maintenance draw off and during such period to carry out maintenance to the Hull of the Jesus Barge such period of removal to be not in excess of one month and in any event such period to be no longer than that required by the relevant Notice to Moorers

FOURTH SCHEDULE above referred to

Rights for Lessee

- (i) The right to discharge sewage into the Lessor's holding tanks situate beneath the Pontoon and to repay the Lessor the cost of emptying the same from time to time as necessary according to use
- (ii) The right to the running of water gas electricity and all other services through the wires pipes cables and other conducting media which are situate in the part of the pontoon not hereby demised
- (iii) The right to pass and repass with staff guests invitees and all others authorised by the Lessee to and from the Jesus Barge from and to the towpath
- (iv) The right at its own expense to construct bollards; to landscape; to light (by floodlight and/or otherwise) and to erect security T.V. cameras on that part of the pontoon included in this demise
- (v) The right to erect a Menu Board on the railings adjoining the gate to the towpath shown on the said plan

SIGNED AS A DEED by the said)
MICHAEL JOHN TURK in the)
presence of:)

SIGNED AS A DEED by the said)
OWEN WILLIAMS in the presence)
of:-)

WITNESS

NAME

of:-

G. A. LEWIS
SOLICITOR & NOTARY PUBLIC
35 WINDSOR ROAD
SLOUGH
BERKSHIRE SL1 2EB

RT002

**LICENSING ACT 2003
PREMISES LICENCE**

Premises licence number

PL013546

Part 1 – Premises details

Postal address of premises, or if none, ordnance survey map reference or description

H2O Floating Restaurant
Richmond Bridge
Riverside
Richmond
TW9 1TM

Telephone Number: 0208 948 0220

Where the licence is time limited the dates: N/A

Licensable activities authorised by the licence:

Recorded Music
Late Night Refreshment
Supply of Alcohol

The opening hours of the premises: Not Stated

The times the licence authorises the carrying out of licensable activities

Recorded Music

Monday - 00:01 to 00:00
Tuesday - 00:01 to 00:00
Wednesday - 00:01 to 00:00
Thursday - 00:01 to 00:00
Friday - 00:01 to 00:00
Saturday - 00:01 to 00:00
Sunday - 00:01 to 00:00

Provision of late night refreshment

Monday - 23:00 to 23:30
Tuesday - 23:00 to 23:30
Wednesday - 23:00 to 23:30
Thursday - 23:00 to 23:30
Friday - 23:00 to 23:30
Saturday - 23:00 to 23:30
Sunday - Not Permitted

Sale by Retail of Alcohol

(Currently not permitted as there is no valid DPS for this premises)

Monday - 11:00 to 23:00
Tuesday - 11:00 to 23:00
Wednesday - 11:00 to 23:00
Thursday - 11:00 to 23:00
Friday - 11:00 to 23:00
Saturday - 11:00 to 23:00
Sunday - 12:00 to 22:30

Seasonal variations:

Christmas Day 12:00 to 15:00 and 19:00 to 22:30
Good Friday 12:00 to 22:30

New Year's Eve - Alcohol may be sold from the end of the hours for the sale of alcohol on New Year's Eve until the start of the hours for the sale of alcohol on New Year's Day.

Where the licence authorises supplies of alcohol whether these are on and/or off supplies:

On the premises

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence

Mr Nigel Baragwanath
The Maze
12 Lammas Drive
Staines
TW18 4TS
07941 379817

Miss Paula Canavan
The Maze
12 Lammas Drive
Staines
TW18 4TS
020 8676 7900

Registered number of holder, for example company number, charity number (where applicable): N/A

Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol:

N/A

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol:

Licence Number N/A
Issuing Authority N/A

CONDITIONS – MANDATORY & EMBEDDED

ANNEX 1 TABLE OF MANDATORY CONDITIONS UNDER THE LICENSING ACT 2003

- (1) That no supply of alcohol may be made under the premises licence
- (a) at a time when there is no designated premises supervisor in respect of the premises licence, or
 - (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
- (2) That every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

Where one or more individuals must be at the premises to carry out a security activity, each such individual must be licensed by the Security Industry Authority.

Annex 2 – Conditions consistent with the operating Schedule – N/A

Annex 3 – Conditions attached after a hearing by the licensing authority – N/A

TABLE OF EMBEDDED RESTRICTIONS UNDER THE LICENSING ACT 1964

This licence is granted on the condition that the restrictions contained within the enactments specified under Licensing Act 2003 Schedule 8, Para 6(8) are adhered to.

Alcohol shall not be sold, supplied, consumed in or taken from the premises except during permitted hours. In this condition, permitted hours means:

- a. On weekdays, other than Christmas Day, Good Friday or New Year's Eve, 11:00 to 23:00
- b. On Sundays, other than Christmas Day or New Year's Eve, 12:00 to 22:30
- c. On Good Friday, 12:00 to 22:30
- d. On Christmas Day, 12:00 to 15:00 and 19:00 to 22:30
- e. On New Year's Eve, except on a Sunday, 11:00 to 23:00
- f. On New Year's Eve on a Sunday, 12:00 to 22:30
- g. On New Year's Eve from the end of permitted hours on the following day, which would be 11:00 if New Year's Day falls on a weekday or 12:00 if a Sunday.

The above restrictions do not prohibit:

- (a) during the first twenty minutes after the above hours the consumption of the alcohol on the premises;
- (b) during the first twenty minutes after the above hours, the taking of the alcohol from the premises unless the alcohol is supplied or taken in an open vessel;
- (c) during the first thirty minutes after the above hours the consumption of the alcohol on the premises by persons taking meals there if the alcohol was supplied for consumption as ancillary to the meals;
- (d) consumption of the alcohol on the premises or the taking of sale or supply of alcohol to any person residing in the licensed premises;

- (e) the ordering of alcohol to be consumed off the premises, or the despatch by the vendor of the alcohol so ordered;
- (f) the sale of alcohol to a trader or club for the purposes of the trade or club;
- (g) the sale or supply of alcohol to any canteen or mess, being a canteen in which the sale or supply of alcohol is carried out under the authority of the Secretary of State or an authorised mess of members of Her Majesty's naval, military or air forces;
- (h) the taking of alcohol from the premises by a person residing there; or
- (i) the supply of alcohol for consumption on the premises to any private friends of a person residing there who are bona fide entertained by him at his own expense, or the consumption of alcohol by persons so supplied; or
- (j) the supply of alcohol for consumption on the premises to persons employed there for the purposes of the business carried on by the holder of the licence, or the consumption of liquor so supplied, if the liquor is supplied at the expense of their employer or of the person carrying on or in charge of the business on the premises.

The Licensee may also provide and permit the consumption of late night refreshment for a period of 30 minutes after the permitted hours set out above.

The premises may be used at all times for dancing, music or other entertainment of the like kind which is not a public entertainment but is promoted for private gain.

Annex 3b – Conditions on existing licences

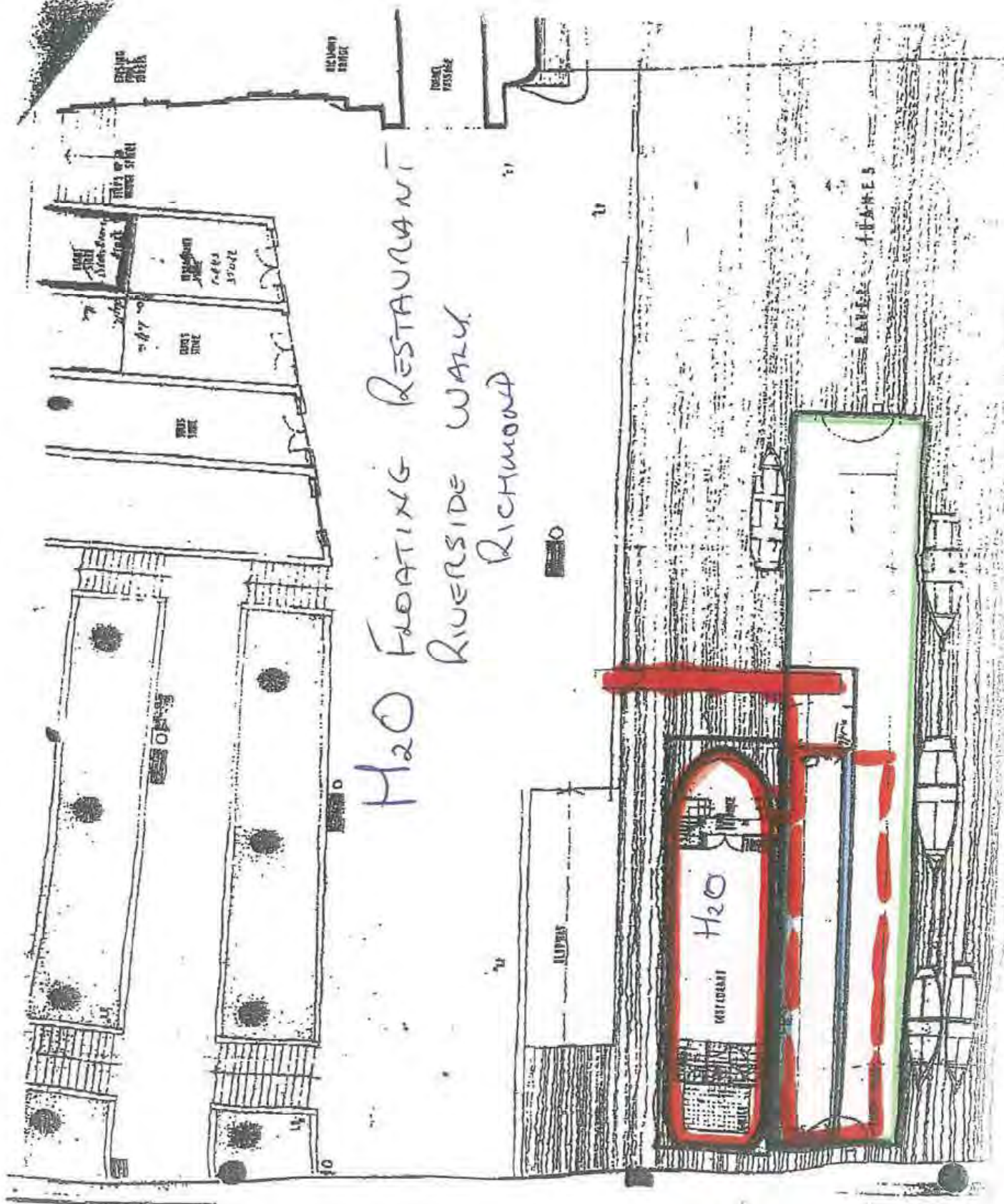
1. No off sales.
2. No draught beer.
3. Substantial food and suitable beverages other than intoxicating liquor (including drinking water) shall be available during the whole of the permitted hours in all parts of the premises where intoxicating liquor is sold or supplied.
4. Location of berth as to drawing No. 3/1392/02.

Annex 4 – Plans

See attached.

Signed Angela Holton Dated 25 April 2006

Licensing Authority
7b Parkshot, Richmond, TW9 2RT
020 8831 6455
licensing@richmond.gov.uk



LBR 13546 V1

22 MAINS COLD WATER CONNECT
TO EXISTING SUPPLY PIPE
40 GAS CONNECT TO EXISTING
FLEXIBLE COUPLING

56761M&E/01
Drawing No.

CABLE TO TERMINATE IN
ADAPTABLE BOX ADJACENT
TO EXISTING SWITCHGEAR
GAS KITCHEN EQUIPMENT TO BE
CONVERTED FOR USE WITH
NATURAL GAS
THE BARGE SHALL BE TESTED
IN ACCORDANCE WITH THE FEE
REGULATIONS

WATERPROOF ISOLATOR FOR
SUPPLY TO TRAILER HEATING
TRACE HEATING UNIT

FILE
ESCAPE

SLIPWAY

KITCHEN
TOILETS
BAR

JESUS
COLLEGE
BARGE

PONTON

NEW SERVICES FIXED
WITHIN PIER STRUCTURE
AND CONCEALED FOR
PROTECTION. FINAL ROUTE
TO BE DECIDED ON SITE

FILE
ESCAPE
STAIRS TO
UPPER DECK

RIVER
WALK

40 GAS MANUAL VALVE IN PIT
WITH ACCESS COVER

22 COLD WATER MAIN WITHIN
100mm GALVANISED STEEL
STANDPIPE INCORPORATING
DOUBLE CHECK VALVE AND
HOSE UNION CONNECTOR.
FLEXIBLE 22 CONNECTION TO
BRIDGE

TURKS
BRIDGE
PIER

BRIDGE

FIRE EXIT
TO PAVEMENT

NEW SERVICES CONCEALED AND
FIXED TO UNDERSIDE OF BRIDGE.
FINAL POSITIONS SUBJECT TO
APPROVAL
SERVICES TO BE LEFT WITH LOOP
TO ALLOW FOR RISE AND FALL
OF BARGE AND PIER

NEW SERVICES TO CROSS
PIERS SHALL BE BELOW PAVING
TO BE INSTALLED AS SHOWN
BY SEC 3.4 B-B

1100 BOUNDARY

***** EXISTING DRAINAGE HOOD

0 TABLET CHAIR

X FIRE EXTINGUISHERS

Scale 1 = 100

NEW SERVICES TO BE FIXED
TIGHT TO WALLS OF VAULT
SUPPORTS. FINAL POSITION
TO BE AGREED ON SITE

RT003

**LICENSING ACT 2003
PREMISES LICENCE**

Premises licence number

PL59437

Part 1 – Premises details

Postal address of premises, or if none, ordnance survey map reference or description
The Jesus Barge at Richmond Bridge Pontoon
1 Bridge Boat House
Riverside
Richmond
TW9 1TH

Telephone Number: n/a

Where the licence is time limited the dates: N/A

Licensable activities authorised by the licence:

Supply of Alcohol
Late Night Refreshment

The opening hours of the premises:

Monday - 08:00 to 23:30
Tuesday - 08:00 to 23:30
Wednesday - 08:00 to 23:30
Thursday - 08:00 to 23:30
Friday - 08:00 to 23:30
Saturday - 08:00 to 23:30
Sunday - 08:00 to 23:00

Non Standard Timings - From the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.

The times the licence authorises the carrying out of licensable activities

Sale by Retail of Alcohol

Monday - 11:00 to 23:00
Tuesday - 11:00 to 23:00
Wednesday - 11:00 to 23:00
Thursday - 11:00 to 23:00
Friday - 11:00 to 23:00
Saturday - 11:00 to 23:00
Sunday - 12:00 to 22:30

Provision of Late Night Refreshment

Monday - 23:00 to 23:30
Tuesday - 23:00 to 23:30
Wednesday - 23:00 to 23:30
Thursday - 23:00 to 23:30
Friday - 23:00 to 23:30
Saturday - 23:00 to 23:30
Sunday - Not applicable

Non Standard Timings - From the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.

Where the licence authorises supplies of alcohol whether these are on and/or off supplies: On and off the premises

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence

Turk Launches Limited
35 Ballards Lane
London
N3 1DX
Email: a.gardner@popall.co.uk

Registered number of holder, for example company number, charity number (where applicable): 01091058

Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol:

Mr Nicholas Huw Owen Tudor
Flat 7 The Glades
10 Langley Avenue
Surbiton
KT6 6QL

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol:

Licence Number PA1781
Issuing Authority Royal Borough of Kingston Upon Thames

CONDITIONS – MANDATORY & EMBEDDED

ANNEX 1 TABLE OF MANDATORY CONDITIONS UNDER THE LICENSING ACT 2003

1. That no supply of alcohol may be made under the premises licence
 - (a) at a time when there is no designated premises supervisor in respect of the premises licence, or
 - (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
2. That every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
3. (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
 - (2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises –
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to –
 - i. drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or

- ii. drink as much alcohol as possible (whether within a time limit or otherwise);
 - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
 - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).
4. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
5. (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
- (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either -
- (a) a holographic mark, or
 - (b) an ultraviolet feature.
6. The responsible person must ensure that -
- (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -
 - (i) beer or cider: ½ pint;
 - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
 - (iii) still wine in a glass: 125 ml;
 - (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
 - (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available."
7. (1) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.
- (2) For the purposes of the condition set out in paragraph 1—
- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
 - (b) "permitted price" is the price found by applying the formula—
- $$P = D + (D \times V)$$

Where -

- (i) P is the permitted price,
 - (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence—
- (i) the holder of the premises licence,
 - (ii) the designated premises supervisor (if any) in respect of such a licence, or
 - (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.

The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 – Conditions consistent with the operating Schedule –

1. Substantial food and suitable beverages other than intoxicating liquor (including drinking water) shall be available during the whole of the permitted hours in all parts of the premises where intoxicating liquor is sold or supplied.
2. The premises shall install and maintain a comprehensive CCTV system as per the minimum requirements of the Richmond Police Licensing Team. All entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Viewing of recordings shall be made available immediately upon the request of Police or authorised officer throughout the entire 31-day period. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises are open. This staff member must be able to provide a Police or authorised council officer copies of recent CCTV images or data with the absolute minimum of delay when requested.

3. An incident log shall be kept at the premises, and made available on request to an authorised officer of the Council or the Police, which will record the following
 - a) all crimes reported to the venue
 - b) all ejections of patrons
 - c) any complaints received concerning crime and disorder
 - d) all seizures of drugs or offensive weapons
 - e) any faults in the CCTV system
 - f) any refusal of the sale of alcohol.
 - g) any visit by a relevant authority or emergency service.
4. There shall be no sale of alcohol for consumption off the premises except to the areas hatched blue on the plan attached to the licence, on the lower deck, upper deck and pontoon.
5. Loudspeakers shall not be located in the entrance or outside the premises.
6. Notices shall be prominently displayed at all exits requesting patrons to respect the needs of local residents and businesses and leave the area quietly.
7. No waste or recyclable materials, including bottles, shall be moved, removed from or placed in outside areas between 23.00 hours and 07.00 hours on the following day.
8. A Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as a driving licence, passport or proof of age card with the PASS Hologram.
9. Notices shall be placed at all points of sale detailing the restrictions on sales of alcohol to children.
10. A record of refusals shall be maintained which documents every instance that a sale of alcohol (and any other age-restricted product) is refused on the premises, indicating the date and time the refusal was made, and the member of staff making the refusal.
11. The record of refusals shall be available for inspection by authorised officers of the licensing authority, officers of the trading standards service, and officers of the Police.
12. An effective methodology shall be in place at all points of sale to ensure staff undertake appropriate age checks on potential sales of alcohol (and any other age-restricted product).
13. All staff that undertake the sale or supply of alcohol (and any other age-restricted product) shall receive appropriate training in relation to undertaking appropriate age checks on such, before being allowed to sell or supply any alcohol (and any other age-restricted product). Refresher training will be carried out at least every three months.
14. Records of all staff training, relating to the sale or supply of alcohol (and any other age-restricted product), along with any training material used, will be kept and maintained by the Designated Premises Supervisor or the Premises Licence Holder.
15. Staff training records shall be available for inspection by authorised officers of the licensing authority, officers of the trading standards service, and officers of the Police.

Annex 4 – Plans



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**LICENSING ACT 2003
PREMISES SUMMARY LICENCE**

Premises licence number

PL059437

Postal address of premises, or if none, ordnance survey map reference or description

The Jesus Barge at Richmond Bridge Pontoon

1 Bridge Boat House

Riverside

Richmond

TW9 1TH

Telephone Number: n/a

Where the licence is time limited the dates: N/A

Licensable activities authorised by the licence:

Supply of Alcohol

The opening hours of the premises:

Monday - 08:00 to 23:30

Tuesday - 08:00 to 23:30

Wednesday - 08:00 to 23:30

Thursday - 08:00 to 23:30

Friday - 08:00 to 23:30

Saturday - 08:00 to 23:30

Sunday - 08:00 to 23:00

Non Standard Timings - From the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.

The times the licence authorises the carrying out of licensable activities

Sale by Retail of Alcohol

Monday - 11:00 to 23:00

Tuesday - 11:00 to 23:00

Wednesday - 11:00 to 23:00

Thursday - 11:00 to 23:00

Friday - 11:00 to 23:00

Saturday - 11:00 to 23:00

Sunday - 12:00 to 22:30

Provision of Late Night Refreshment

Monday - 23:00 to 23:30
Tuesday - 23:00 to 23:30
Wednesday - 23:00 to 23:30
Thursday - 23:00 to 23:30
Friday - 23:00 to 23:30
Saturday - 23:00 to 23:30
Sunday - Not applicable

Non Standard Timings - From the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.

Where the licence authorises supplies of alcohol whether these are on and/or off supplies: On and off the premises

Name and (registered) address of holder of premises licence

Turk Launches Limited
35 Ballards Lane
London
N3 1DX

Registered number of holder, for example company number, charity number (where applicable): 01091058

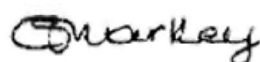
Name of designated premises supervisor where the premises licence authorises for the supply of alcohol:

Mr Nicholas Huw Owen Tudor

State whether access to the premises by children is restricted or prohibited

Children are restricted in accordance with the Licensing Act 2003.

Signed



Dated 8 July 2021

Licensing Authority
Merton Civic Centre, London Road, Morden SM4 5DX
020 8545 3969
licensing@merton.gov.uk

RT004

DATED 25th September **2009**

TURK LAUNCHES LIMITED

- and -

G.G.M. RESTAURANTS LIMITED

- and -

MELANIE GOODWIN DEVON GAYLE

and PETER McMAHON

Counterpart /

LEASE

of the Jesus Barge
at Richmond upon Thames, Surrey

Carter Bells LLP
- Solicitors -
Kings' Stone House
12 High Street
Kingston upon Thames
Surrey KT1 1HD
Telephone: 020 8939 4000
Ref: RHN/11384/20

THIS LEASE is made the 25th day of September 2009
BETWEEN

(1) **TURK LAUNCHES LIMITED** (CRN: 01091058: England) having its registered office at 35 Ballards Lane London N3 1XW ("the Landlord" which expression shall where the circumstances admit include the persons entitled to the reversion expectant upon the determination of the term hereby granted)

(2) **G.G.M. RESTAURANTS LIMITED** (CRN: 06925811: England) whose registered office is at 2 Villiers Court 40 Upper Mulgrave Road Cheam Surrey SM2 7AJ ("the Tenant" which expression shall include its successors in title) and

(3) **MELANIE GOODWIN** of 63 Heythorpe Street Southfields SW18 5BS **DEVON GAYLE** of First Floor Flat 29 Cathnor Road London W12 9JB and **PETER COLIN McMAHON** of 389 Common Side East Mitcham CR4 1HG

("the Surety" which expression shall include their respective personal representatives and estates)

In this Lease the following expression shall have the following meanings:-

"Allocated Area": means that part of the Pontoon that is edged in blue on the Plan

"Crown Lease": means the Lease dated 25th August 2006 made between the Queen's Most Excellent Majesty (1) the Crown Estate Commissioners (2) and the Landlord (3) demising to the Landlord those pieces of land being part of the foreshore and bed of the River Thames adjacent to The Bridge Boathouse, Richmond Bridge to which the Pontoon is piled

"Jesus Barge": means the barge shown for identification purposes only edged red on the Plan and known as the Jesus Barge

D. Gaur +

N. L. M. +

V. B. M. +

174600



1:1,250

0 5 10 20 30 40
Meters

Map Ref: TQ1774NE

Property Ref:

Agreement Ref:

Date: 21.05.2003

Drawn by: LMM

THE CROWN
ESTATE

Marine Estates
16 Carlton House Terrace
London SW1Y 5AH
Tel: 020 7210 4377

Landlord during the term yearly and proportionately for a fraction of a year:

for the year commencing on the date hereof the rent of fifteen thousand pounds (£15,000) and

for each of the remaining years rent at the rate of twenty five thousand pounds (£25,000) per year

but subject to the provisions for review of such rent set out in the Fourth Schedule to this Lease

Such rents to be paid without any deduction by equal monthly payments in advance on the first day of each month ("the Rent Payment Days") in every year the first such payment or a due proportion thereof for the period commencing on the date hereof until the next Rent Payment Day to be paid on or before the signing of this Lease and all future payments thereafter to be made by Bankers Standing Order to the Landlord's bank account as notified to the Tenant in writing from time to time or in default on the due date on demand

And further yielding and paying as further rent all sums payable by the Tenant to the Landlord in accordance with the Tenant's covenants contained in this Lease

TENANT'S COVENANTS

2. THE Tenant HEREBY COVENANTS with the Landlord at all times during the said term: -

PAY RENT

- (1) To pay the rents hereinbefore reserved and any increased rent payable in accordance with the provisions of the Fourth Schedule hereto at the time and in the manner aforesaid without

thereafter to be made by banker's standing order to the Landlord's bank account as notified to the Tenant in writing from time to time or in default on the due date on demand and such amount shall be subject to increase in accordance with the provisions of the Fourth Schedule to this Lease

NOTIFY IF REPAIRS REQUIRED

- (3) To notify the Landlord without delay in writing if the Tenant becomes aware any repairs are required to the Jesus Barge or to the Pontoon

TOWN AND COUNTRY PLANNING MATTERS

- (4) To observe and perform all restrictions of any planning consents relating to the use of the Jesus Barge and or so far as co-extensive therewith the Pontoon leading there from to the public towpath

COSTS IN DEFAULT

- (5) To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to the Landlord's surveyor) which may be properly incurred by the Landlord in connection with or in contemplation of the recovery of arrears of rent and any other monies payable by the Tenant to the Landlord under the covenants in this Lease or as a result of any other breach or non observance of any Tenant's covenant under this Lease

COSTS OF CONSENTS

- (6) To pay all reasonable and proper legal costs and Surveyors' fees incurred by the Landlord on all licences and consents or duplicates thereof resulting from any application by the Tenant for any licence or consent of the Landlord required by this Lease

omission of the Tenant or anyone having access to the Jesus Barge with the Tenant's consent)

RETURN ON TERMINATION OF LEASE

- (8) At the expiration or ending of this Lease quietly to yield up unto the Landlord the Jesus Barge in such state of repair as shall in all respects be consistent with a full and due performance by the Tenant of the covenants on the part of the Tenant contained in this Lease having replaced any fixtures and fittings which are damaged broken missing or are worn out

ACCESS TO VIEW CONDITION

- (9) To permit the Landlord and any Superior Landlord and Landlord's workmen and others authorised by the Landlord at all reasonable times upon giving reasonable prior notice (except in the case of an emergency) during the said term to enter into and upon the Jesus Barge for the purpose of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Tenant herein contained are being duly observed and performed and to repair and make good all defects of which notice in writing shall be given by the Landlord to the Tenant and for which the Tenant may be liable hereunder AND if the Tenant shall not within two calendar months (or sooner if requisite) after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Landlord (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Landlord) to enter upon the Jesus Barge with all necessary workmen and execute such repairs at the expense of the Tenant in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and be

fees and other charges and expenses incurred in the connection with any matter or thing under this present sub-clause

- (11) If the Landlord shall give such consent as is mentioned in the immediately preceding sub-clause hereof in respect of any matter for which the consent of the Local Planning Authority shall be required forthwith at the Tenant's own expense duly to apply to such Authority therefore and diligently to proceed with such application and to provide the Landlord with a copy of any determination of such application

STATUTE COMPLIANCE

- (12) Not to do or omit to suffer to be done or omitted any matter in contravention of the statutes statutory instruments rules order and regulations for the time being in force relating to planning control and development and / or the use and / or occupation and / or mooring of the Jesus Barge or in any order directions or notices made or given in relation to the Jesus Barge and at all times (without prejudice to any indemnity in that behalf) to comply with all such statutes statutory instruments rules order and regulations for the time being in force relating to such matters and to indemnify and keep indemnified the Landlord against all actions proceedings costs and expenses claims objection representations or appeals in respect of any breach of this sub-clause

NOTICES

- (13) Forthwith to deliver to the Landlord a copy of any notice served upon the Tenant or on any sub-tenant and of any order or proposed order affecting the Jesus Barge or the Pontoon and insofar as the same relate to the Tenant's use and occupation to

possession of the Jesus Barge without such consent as aforesaid and in the case of an assignment to pay the rent hereby reserved

REGISTER DEALINGS

- (16) Within two weeks of every assignment assent transfer or underlease relating to the Jesus Barge to give notice in writing with particulars thereof to the solicitors for the time being of the Landlord and to produce to them such assignment assent transfer or underlease or in the case of a devolution of the interest of the Tenant not perfected by an assent within twelve months of the happening thereof to produce to the said solicitors the probate of the Will or the Letters of Administration under which such devolution arises and to pay to them a reasonable fee plus VAT and any registration fees payable by the Landlord pursuant to the Crown Lease for the registration thereof but that any such registration shall not imply any approval by the Landlord to the dealing thereby effected

OBSERVE REGULATIONS

- (17) At all times throughout the term to observe and comply with the regulations as to user set out in the Third Schedule hereto and such amended regulations as the Landlord acting properly and reasonably may from time to time issue to the Tenant in writing

INSURANCE DISCLOSURE

- (18) That the Tenant has disclosed to the Landlord in writing prior to the execution of this Lease of any conviction judgment or finding of any Court or Tribunal relating to the Tenant or any director or other officer of the Tenant of such nature as is likely to affect the decision of any insurer or underwriter to grant or continue

COMBUSTIBLE SUBSTANCES

- (22) Not to store on the Jesus Barge or on the Pontoon any petrol or other inflammable or combustible substances save for gas which may be stored on the Allocated Area (only) in such means of storage that prevents unauthorised access or removal of the cylinders

WASTE

- (23) To dispose regularly of all refuse and trade waste at the Tenant's own expense in a proper and lawful manner and neither to throw or discharge the same into the River Thames or to leave the same on the remainder of the Pontoon

ELECTRICITY AND WATER

- (24) To pay for all electricity and water used or consumed in or on the Jesus Barge the supply for electricity and water being sub-metered by the Landlord and the payment to be made to the Landlord upon demand for such electricity and water consumed in the Jesus Barge as recorded on such sub-meters at the rate or rates charged from time to time by the utility company providing such supply together with Value Added Tax on such amounts

TRADER'S INSURANCE

- (25) To maintain adequate insurance cover in respect of all matters normally covered by a traders combined insurance for the business of the Tenant including but not limited to personal accident accidental damage third party and property owners liability (but not including insurance of the Jesus Barge against any risk which is covered by the Landlord) and punctually to pay all premiums for such insurance and to produce the policy and the receipt for the last premium to the Landlord on demand

VAT

- (30) To pay in addition to the rent and other sums payable hereunder any value added tax properly due thereon or attributable thereto

LIQUOR LICENCE

- (31) To take all necessary steps to preserve for the benefit of the Jesus Barge the premises licence currently held under the Licensing Act 2003 permitting the consumption on or off the Jesus Barge of intoxicating liquor and to make such application for the renewal thereof and not to or permit anything to be done that may infringe or invalidate or cause the said premises licence to be revoked or not renewed and upon the expiry or earlier determination of the said term to surrender up to the Landlord such licence and consent to any transfer of the said premises licence to the Landlord or his nominee or nominees and to do all such things as the Landlord may properly require in connection therewith

NOT TO MOVE THE BARGE

- (32) Not without the Landlord's prior written consent to move the Jesus Barge from its mooring on the pontoon at Richmond Bridge

CONDITION

- (33) When this tenancy ends for whatever reason the Tenant shall return the Jesus Barge to the Landlord with all fixtures and fittings belonging to the Landlord (including the two refrigerators) and shall remove all other equipment furniture and things leaving the area occupied by the Jesus Barge, the Jesus Barge and the Allocated Area clear and in clean condition. In

to be laid out the monies to be received by virtue of such insurance in or towards the repair or reinstatement thereof and make up any deficiency out of its own monies (save where such deficiency arises from some act or omission by the Tenant or anyone on the Jesus Barge or the Pontoon with the consent of the Tenant and as a result of such act or omission the insurance monies are withheld in whole or in part when the Tenant shall immediately make up such shortfall upon the Landlord's written demand) and the Tenant or the Landlord following damage by an insured risk shall be entitled at any time by notice in writing served upon the other after one year has expired from the date of such event if the Jesus Barge or the Pontoon has not been reinstated and made good for use again in such period through no fault or the Landlord to determine the term hereby granted as from the Rent Payment Day next following after the service by the Tenant or the Landlord of such notice and upon expiry of such notice this Lease shall absolutely determine but without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants on the part of the other herein contained

QUIET ENJOYMENT

- (b) That the Tenant paying the rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold and enjoy the Jesus Barge during the term without any lawful interruption or disturbance from or by the Landlord or any person or persons lawfully claiming under or in trust for the Landlord

Crown Lease in so far as they relate to and affect the premises hereby demised

ELECTRIC SUPPLY

- (h) To use best endeavours to have the electric supply to the Barge upgraded to a three phase safety as soon as possible and within one year of the date hereof the extent of the Landlord's work to terminate at the fuse board in the Jesus Barge

SEWERAGE SYSTEM

- (i) To maintain the sewerage system on the Jesus Barge in working order and to empty the holding tanks under the Pontoon so often as is reasonably necessary

ENTRANCE GATE KEYS

- (j) To provide the Tenant with keys for the entrance gate to the Pontoon from the tow path and to maintain the locking system thereof

PROVISOS AND AGREEMENTS

- 4. PROVIDED always and it is hereby agreed and declared as follows:-
 - (l) If and whenever any of the rents hereby reserved or made payable by the Tenant or any part or parts thereof shall at any time be in arrears and unpaid for fourteen days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) or if the Tenant being an individual (or one of them where there are two or more persons) shall become bankrupt or shall have a receiving order made against him or shall enter into any arrangement or composition with or for the benefit of his creditors or the Tenant being a company shall enter into liquidation whether

INTEREST ON ARREARS

- (4) If any sums payable by the Tenant or the Surety to the Landlord under this Lease shall not be paid to the Landlord on the due date for payment or where there is no due date then within 14 days after demand the same shall be payable with interest thereon at the rate per annum of 4% above Lloyds TSB Bank Plc base rate for the time being in force calculated on a day to day basis from the date of the same being due and demanded down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Landlord be recoverable by action or as rent in arrear. In the event that either Lloyds TSB Bank Plc shall cease to exist or such base rate shall cease to be published then the Landlord shall be entitled to specify another comparable rate of interest therefore

RENT SUSPENSION

- (5) In the event of the Jesus Barge or the Pontoon or the means of pedestrian access to the Jesus Barge from the towpath being damaged or destroyed by fire or other insured risks insured by the Landlord from time to time so as to render the Jesus Barge unfit for use as a restaurant and any insurance on the Jesus Barge and the Pontoon effected by the Landlord is not avoided or vitiated by any act or omission of the Tenant or any under-tenant then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Jesus Barge or the Pontoon or the means of pedestrian access to the Jesus Barge from the towpath shall be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single Arbitrator in accordance with the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force

1954 Act") and which applies to the tenancy created by this Lease and before this Lease was entered into.

(2) [*MELANIE GOODWIN (THE TENANT)*] made a Statutory Declaration on [*23RD SEPTEMBER*] 2009 in accordance with the requirements of Section 38A(3)(b) of the 1954 Act

(3) The parties agreed that the provisions of Section 24 – 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

(4) The Surety hereby confirms that the Landlord served a Notice on the Surety on the 2nd July 2009 as required by Section 38A(3)(a) of the 1954 Act and which applies to the tenancy created pursuant to the provisions set out in the Seventh Schedule to this Lease and before this Lease was entered into

(5) The Surety made a Statutory Declaration on [*23RD & 24TH JULY*] 2009 in accordance with the requirements of Section 38A(3)(b) of the 1954 Act – *PETER MCMAHON ON 23RD JULY 2009 AND DEWON O'RYLE AND MELANIE GOODWIN ON 24TH JULY 2009*

(6) The Landlord and the Surety agree that the provisions of Section 24-28 of the 1954 Act are excluded in relation to such tenancy referred to in the Seventh Schedule

NO IMPLIED EASEMENTS

(10) The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease

LANDLORD'S LIABILITY ON COVENANTS

(11) The Landlord shall not be liable to the Tenant in respect of any breach or non performance of its covenants set out in clauses 3.1(c) and (d) and (i) and (j) above unless and until the Landlord shall have received written notice stipulating such breach and the

8. **HEADINGS**

Headings are inserted for ease of reference and shall not be taken into account when interpreting the provisions of this Lease

9. **BREAK OPTION**

9.1 The Landlord shall have the option by giving not less than six months prior written notice to the Tenant to end this tenancy and the rights hereby granted on the 30th June 2013 or the 30th June 2015 and if such notice is given upon the expiry of such period of notice the tenancy hereby granted shall end and the Tenant shall yield up to the Landlord vacant possession of the Jesus Barge and the Allocated Area

9.2 The Tenant shall have the right by giving not less than six months prior written notice (but subject to the Tenant complying with the conditions next appearing) to the Landlord to end this tenancy and the rights hereby granted on the 30th June 2013 or the 30th June 2015 and if such notice is given upon the expiry of such period of notice the tenancy hereby granted shall end and the Tenant shall yield up to the Landlord vacant possession of the Jesus Barge and the Allocated Area

9.3 The conditions referred to above are that (a) both at the date upon which the Tenant gives notice to exercise the option and when the said term will end pursuant to such notice that there are no arrears of the rent hereby reserved or any other amounts payable by the Tenant to the Landlord under this Lease and (b) the Tenant yields up the premises with full vacant possession of the Jesus Barge and the Allocated Area

9.4 The determination of this Lease pursuant to any such notice shall be without prejudice to the rights of the Landlord or the Tenant against the other party in respect of any prior breach of covenant or obligation

11. SURETY

In consideration of the Landlord entering into this Lease at the request of the Surety the Surety hereby covenants jointly and severally with the Landlord as a primary obligation in the terms set out in the Seventh Schedule to the Lease

12. INTERPRETATION

In this Lease (a) where any consent is required of the Landlord this will also impose an obligation on the Tenant to obtain the consent (where required) of the superior landlord being the reversioner to the time being of the Crown Lease and (b) where any right of entry is reserved in this Lease to the Landlord such right to entry shall also be deemed reserved to the superior landlord for the time being of the Crown Lease

IN WITNESS whereof the parties hereunto have signed as a Deed the day and year first before written

THE FIRST SCHEDULE above referred to

Rights for Tenant in common with the Landlord and all others authorised by it

1. During the subsistence of the Licence the right to discharge sewage from the Jesus Barge into the Landlord's holding tank beneath the Pontoon
2. The exclusive right (subject to the provisions in the Second Schedule hereto) to use the Allocated Area in connection with the Jesus Barge
3. Subject to the Tenant paying the whole or a fair proportion as the case may be of the charges for the water supply the right to the running of water electricity and all other services through the wires pipes cables

- carry out to the Jesus Barge or otherwise in connection with the adjoining facilities the Landlord making good as soon as practicable any damage caused to the vessel hereby demised in the exercise of such right but without paying any compensation for any inconvenience thereby caused
3. The right temporarily (but not permanently) to divert or stop up the use of any easement right or facility where the Landlord must or may carry out work of repair or maintenance or renewal and which cannot reasonably be carried out without taking such action provided that the Landlord shall use its best endeavours to provide reasonably suitable alternative facilities and to cause the minimum interference to the Tenant's trade but without paying any compensation for any inconvenience thereby caused
 4. The rights reserved to the Port of London Authority and its successors under the Licence and to the Crown Estate Commissions and its successors under the Crown Lease
 5. Any reason in connection with the Crown Lease including to take any action or steps to remedy anything which shall or may tend to be a breach or non observance thereof or to prevent any forfeiture or anticipated forfeiture thereof

THE THIRD SCHEDULE above referred to
Regulations as to user

1. To use and occupy the Jesus Barge for a use falling within Class A3 of the Town and Country Planning (Use Classes) Order 1987 only
2. No to do or permit anything upon the Jesus Barge or the Pontoon whereby any policy or policies or insurance on the same against damage by fire or other peril usually included in a marine craft policy may become void and voidable or whereby any additional premium may

$$\text{Revised amount} = \text{Prior amount} \times \frac{\text{Latest Index Figure}}{\text{Index Figure}}$$

Where:-

“Latest Index Figure” means the Index figure for the month, which is last published prior to the 28th day of month before the month of the relevant Review Date (so by way of example for the review due 1st July 2010 the Latest Index Figure is the Index figure for the month, which is last published prior to the 28th June 2010)

“Index Figure” means on the occasion of the first review of the rent hereby reserved and on the occasion of the first review of the amount payable pursuant to clause 2.2(b) the Index figure published for the month of May 2009 and on each subsequent Review Date the Latest Index Figure used at the Review Date immediately prior to the relevant Review Date

“Prior Amount” means the relevant amount subject to review in accordance with the provisions of this schedule that is payable immediately prior to the relevant Review Date

- 2.2 If the reference base used to compile the Index changes between the month of May 2009 and the month taken for the Latest Index Figure before any relevant Review Date then the Latest Index Figure in the Formula shall be adjusted to the figure which would have applied if the reference base current in May 2009 had been retained and not changed
- 2.3 In no circumstances shall the revised amount be less than the amount payable before the relevant Review Date and accordingly if a decrease in the Index would (but for this paragraph) have resulted in the revised amount being less than that payable immediately before the relevant Review Date then the revised amount shall be the amount payable before the relevant Review Date

party is the Tenant such sum may be treated as if it was rent that is due and not paid

5. If the independent Valuer cannot complete the determination then the Landlord or Tenant may by notice to the other require the revised amount or other matter in dispute to be determined by another independent Valuer to be appointed by agreement between the parties or in the absence of agreement by on or behalf of the President of the Royal Institution of Chartered Surveyors or any successor body on the application of either party when the process thus far shall if necessary be repeated
6. Where the revised amount or other matter in dispute falls to be determined under Paragraph 4 or Paragraph 5 the independent Valuer shall determine the revised amount or other matter in dispute so as to reflect as far as possible the purpose and intent of the provisions of this Schedule for the review of the amount by reference to the Index
7. Where the amount payable with effect from a Review Date is not ascertained before that Review Date the Tenant shall:-
 - 7.1 With effect from that Review Date pay an interim amount at the rate at which the amount was payable immediately before that Review date; and
 - 7.2 If the amount when ascertained exceeds the interim amount then on or before the day ("the Due Date") which is 14 days after ascertainment of the amount pay to the Landlord an amount equal to the aggregate of the sums by which each instalment of the amount would have exceeded each instalment of the amount had the amount been ascertained by that Review Date together with interest in accordance with Clause 3.4 on each of those sums from and including the date it would have been due to and including the day before the Due Date or (if earlier) the date of

for the performance by it of the Tenant's obligations under this Lease satisfactory to the Landlord

2. Where the proposed assignee can claim diplomatic or state immunity (but to avoid doubt this circumstance shall not apply where the proposed assignee is the Government of the United Kingdom of Great Britain and Northern Ireland or any department thereof)
3. Where the proposed assignee is not (in the case of a corporation) registered or (in any other case) resident in the European Union

THE SIXTH SCHEDULE above referred to

Conditions which may be imposed prior to proposed assignment

1. The delivery to the Landlord of a deed entered into by the Tenant at his own cost (being an authorised guarantee agreement within Section 16 of the Landlord and Tenant (Covenants) Act 1995) entered into by the Tenant in such form as the Landlord may reasonably require
2. The payment to the Landlord of all rents and other sums, which have fallen due under the Lease prior to the date of the proposed assignment
3. Where the Landlord reasonably so requires the delivery to the Landlord (entered into at the Tenant's expense) of a deed of guarantee entered into by one or more third party guarantors reasonably acceptable to the Landlord containing covenants in such form, as the Landlord reasonably requires
5. Where the Landlord reasonably requires a deposit of a sum not exceeding six months rent (plus Value Added Tax thereon at the rate payable at the time of the request) for licence to assign for the performance of the Tenant's covenants in this Lease such deposit to be governed by the terms of a deed in such form as the Landlord may reasonably require

(g) any variation to this Lease save a variation that materially increases the Surety's obligations and is made without the Surety's consent

(h) any other act matter or thing apart from the express release in writing of the Surety

3. If during the term the Tenant (being a company) enters into liquidation or (being an individual) becomes bankrupt and the liquidator or the trustee in bankruptcy or the Crown bona vacantia disclaims this Lease the Surety shall upon written notice from the Landlord given within three months after the date of disclaimer accept a new lease of the Jesus Barge for a term equal to the residue then remaining unexpired of this Lease at the rents then being paid under this Lease and otherwise subject to the same covenants and provisions as in the Lease (without however requiring any other person to act as guarantor) such new lease to take effect from the date of disclaimer and to be granted at the cost of the Surety who shall execute and deliver to the Landlord a duly executed counterpart of it

Signed as a Deed by the said DEVON)

GAYLE in the presence of)

[Signature]

Witness Signature.....

Witness Full Name.....

Witness Address.....

[Signature]
JONNA SARAH OLWICK

ORMERODS
GREEN DRAGON HOUSE
64-70 HIGH STREET
CROYDON SURREY CR0 9XN

Signed as a Deed by the said PETER)

McMAHON in the presence of)

[Signature]

Witness Signature.....

Witness Full Name.....

Witness Address.....

[Signature]
JONNA SARAH OLWICK

ORMERODS
GREEN DRAGON HOUSE
64-70 HIGH STREET
CROYDON SURREY CR0 9XN

RT005

Sophie Rae

From: Richard Turk <richardt@turks.co.uk>
Sent: 01 December 2025 15:32
To: Sophie Rae
Cc: Prue Freeman
Subject: FW: Planning discussion for the Turks Pontoon - Richmond Bridge ref: APP/L5810/C/23/3333609

FYI

Richard Turk
Managing Director

Turks Shipyard Ltd
Turk Launches Ltd

richardt@turks.co.uk
07815740252
www.turks.co.uk

www.turksshipyard.co.uk

 @turklaunches
 facebook.com/turklaunches

From: Trevor Hall <trevor.hall@richmondscouts.org.uk>
Date: Monday, 1 December 2025 at 15:31
To: <teame3@planninginspectorate.gov.uk>
Subject: Planning discussion for the Turks Pontoon - Richmond Bridge ref: APP/L5810/C/23/3333609

Dear Planning Team,

I am writing on behalf of the 14th Richmond Scout Boating Centre to support the retention of the Turks Pontoon and restaurant at Richmond Bridge.

We regularly use the Richmond Bridge pontoon to facilitate our activities on the river. Our training centre mainly focuses on giving young people (from 6 years plus) experiences of rowing traditional craft on the Thames, providing both physical activity and team work, we also train adults to become safe and competent leaders of young crews.

Throughout the summer months, over 600 young people and another 1000 adults doing training, have used our boats. As we operate in a fully inclusive organisation, we have approx 15-20 % of the individuals with special needs.

The pontoon to river permissions, kindly provided by Richard Turk, makes all the activities we run possible. Without the stable riverside access provided by the pontoon and the storage provision for safety equipment (life jackets etc) it would prove very difficult to maintain the activity levels we enjoy at present.

My history of boating on the river extends to over 50 years, there has been a restaurant on the pontoon for much of this time, although not as successful and popular as it is now. I see many changes and compromises have been made over the last year to reduce the visual impact of the pontoon / restaurant, in my opinion it is becoming just

another part of the Richmond River frontage and serves to make the area more enticing to visitors in addition to providing an essential platform for our charity to support young people.

all the best
Trevor

Trevor Hall
Centre Manager /Skills instructor
14th Richmond Scout Boating Centre
The Hut
Retreat Road
Richmond-upon Thames
Surrey TW9 1NN

M: 0773 301 4253
E: trevor.hall@richmondscouts.org.uk
W: 14thrichmondsbc.org.



14th Richmond 'Viking' Scout Boating Centre

The Hut, Retreat Road, Richmond, Surrey, TW9 1NN

Email: BoatingCentre@richmondscouts.org.uk

Registered Charity Number: - 303822

Trust Number: - T1280



Turks
Town End Pier,
68 High Street,
Kingston upon Thames,
London,
KT1 1HN,

For the attention of Richard Turk

16th December 2025

Re: APP/L5810/C/23/3333609 (Turks Launches) Turks Pontoon – Richmond Bridge – Usage by the 14th Richmond Scout Boating Centre

I am writing on behalf of the 14th Richmond Scout Boating Centre to support the retention of the Turks Pontoon and restaurant at Richmond Bridge.

Background

The 14th Richmond Scout Boating Centre (14RSBC) is a facility focussing on training/coaching young people under the umbrella of "The Scouts" organisation. The 14RSBC has been in existence for over 100 years based in Richmond, has a training centre premises in Retreat Road and is a registered charity (reports can be found on the charity commission website).

The 14thRSBC uses two boat arches under St. Helena Terrace and a boat mooring trot between the two "Flowerpot Islands" on the Thames at Richmond. The 14thRSBC boating activities have used the Richmond Bridge pontoon to facilitate safe access to the river for the young people, thanks to the support of Mark Edwards and Turks.

Current Situation

The mission of the 14RSBC is to provide safe adventurous team building activities for young people and to train both adults and young people to be competent leaders of traditional (fixed seat) boat crews. The Centre includes the majority of the Scout Adventurous Activity Trainers and assessors for Greater London and the SW. The 14RSBC operate a number of boats from the Queen's (Golden Jubilee 2002) Royal Shallop JUBILANT, Thames Watermans Cutters, Skerrys, gigs and a whaler. We offer activities and support to all ages and abilities (from six years old) and regularly include young people with various disabilities.

The Turk's Richmond Bridge pontoon has been an integral part of our operation for over 20 years, we use it to allow safe boarding and disembarking of our young crews and to operate safety/support craft for the activities. 14RSBC use the pontoon for storage of boat safety equipment (life Jackets etc), the recent refurbishment has enhanced this to make it more accessible and weather proof. The work done on the

14th Richmond 'Viking' Boating Centre

pontoon has maintained the access to the river and improved the walkway, removing trip hazards and giving smoother access to the river for all our members.

Throughout the summer months of 2025 , over 600 young people and another 1000 adults doing training, have used our boats . As we operate in a fully inclusive organisation, we have approx. 15-20 % of the individuals with special needs .

The pontoon riverside deck area is shared between the boat hire business and various boating clubs and charities , we always have had a good working relationship with all the users thanks to the support of Mark Edwards.

In conclusion

The pontoon river access we rent from Mark Edwards under agreement from Richard Turk, make all our activities possible. Without the safe/stable riverside access provided by the pontoon bridge and side decking plus the storage provision for safety equipment (life jackets etc) it would prove impossible to maintain the activities we enjoy at present and certainly would be to the detriment of less able bodied members.

Richard Turk has promised 14RSBC that the agreement to use the pontoon under reasonable terms (we currently pay £1600 for our share of the rent) would continue while the pontoon was still in place and viable.

My history of boating on the river extends to over 50 years, there has been a restaurant on the pontoon for much of this time, although not as successful and popular as it is now. I see many changes and compromises have been made over the last year to adapt the structure and also to improve what is an essential platform for our charity for young people.

Trevor

**Trevor Hall
Centre Manager /Skills instructor
14th Richmond Scout Boating Centre
The Hut
Retreat Road
Richmond-upon Thames
Surrey TW9 1NN**

M: 0773 301 4253

E: trevor.hall@richmondscouts.org.uk

W: 14thrichmondsbc.org.

Vic

Sent from [Outlook for iOS](#)

From: TeamE3 <TeamE3@planninginspectorate.gov.uk>
Sent: Monday, December 1, 2025 13:55
To: Victor Griffiths <vicgriffiths@sky.com>
Subject: RE: - APP/L5810/C/23/3333609

Dear Vic

Thank you for your email.

It is too late to accept comments from Interested Parties on this appeal.

If you wish, you can attend the Inquiry and, at the discretion of the Inspector, make your views known.

Kind Regards



Amy Booth (She/Her)
Enforcement Case Officer
Planning Inspectorate
T 0303 444 5179
www.gov.uk/pins

Ensuring **fairness**, **openness** and **impartiality** across all our services

This communication does not constitute legal advice.
Our [Customer Privacy Notice](#) sets out how we handle personal data in accordance with the law.

From: Victor Griffiths <vicgriffiths@sky.com>
Sent: 01 December 2025 12:03
To: TeamE3 <TeamE3@planninginspectorate.gov.uk>
Subject: Re: - APP/L5810/C/23/3333609

You don't often get email from vicgriffiths@sky.com. [Learn why this is important](#)

Dear Sir or Madam,

On behalf of the Jubilant Trust, I am writing to express our strong support for the granting of planning permission for the Turks Pontoon. The pontoon has proved to be invaluable to our organisation, particularly in facilitating rowing outings for disadvantaged and special needs children.

Without the use of the pontoon, kindly provided by Richard Turk, it would be virtually impossible for wheelchair users and children with special needs to board safely. The design and accessibility of the pontoon make it possible for us to include those who would otherwise be excluded from such enriching experiences on the water.

The continued availability of the Turks Pontoon is therefore essential to our mission of providing inclusive activities for all children, regardless of ability. We respectfully urge you to grant the necessary planning permission, ensuring that this vital facility remains accessible to those who benefit most from it.

Thank you for your consideration.

Yours faithfully,

Vic Griffiths

Chairman

Jubilant Trust

T: +44 07540 951360

E: vicgriffiths@sky.com



[Please take a moment to review the Planning Inspectorate's Privacy Notice which can be accessed by clicking this link.](#)

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The statements expressed in this e-mail are personal and do not necessarily reflect the opinions or policies of the Inspectorate.

DPC:76616c646f72



[Please take a moment to review the Planning Inspectorate's Privacy Notice which can be accessed by clicking this link.](#)

RT006

TURK LAUNCHES LTD

Townend Pier

68 High Street, Kingston Upon Thames

Surrey

KT1 1HN

VAT Registration No.: 216453282



VAT Invoice

INVOICE TO

Mark Edwards

Richmond Bridge Boat House

Richmond Bridge

Richmond

Surrey

TW9 1TH

INVOICE NO. 2535**DATE 01/11/2025****DUE DATE 01/11/2025**

DESCRIPTION	VAT	AMOUNT
Rental and use of Turks Richmond Pontoon for the month of November 2025	20.0% S	500.00

SUBTOTAL	500.00
VAT TOTAL	100.00
TOTAL	600.00
BALANCE DUE	£600.00

VAT SUMMARY

RATE	VAT	NET
VAT @ 20%	100.00	500.00

TURK LAUNCHES LTD

Townend Pier

68 High Street, Kingston Upon Thames

Surrey

KT1 1HN

VAT Registration No.: 216453282

**VAT Invoice****INVOICE TO**

Mark Edwards

Richmond Bridge Boat House

Richmond Bridge

Richmond

Surrey

TW9 1TH

INVOICE NO. 2516**DATE 01/10/2025****DUE DATE 01/10/2025****PAID**

DESCRIPTION	VAT	AMOUNT
Rental and use of Turks Richmond Pontoon for the month of October 2025	20.0% S	500.00

SUBTOTAL	500.00
VAT TOTAL	100.00
TOTAL	600.00
PAYMENT	600.00
BALANCE DUE	£0.00

VAT SUMMARY

RATE	VAT	NET
VAT @ 20%	100.00	500.00

TURK LAUNCHES LTD

Townend Pier
68 High Street, Kingston Upon Thames
Surrey
KT1 1HN
VAT Registration No.: 216453282



VAT Invoice

INVOICE TO

Mark Edwards
Richmond Bridge Boat House
Richmond Bridge
Richmond
Surrey
TW9 1TH

INVOICE NO. 2497**DATE 01/09/2025****DUE DATE 01/09/2025**

PAID

DESCRIPTION	VAT	AMOUNT
Rental and use of Turks Richmond Pontoon for the month of September 2025	20.0% S	500.00

SUBTOTAL	500.00
VAT TOTAL	100.00
TOTAL	600.00
PAYMENT	600.00
BALANCE DUE	£0.00

VAT SUMMARY

RATE	VAT	NET
VAT @ 20%	100.00	500.00

TURK LAUNCHES LTD

Townend Pier

68 High Street, Kingston Upon Thames

Surrey

KT1 1HN

VAT Registration No.: 216453282



VAT Invoice

INVOICE TO

Mark Edwards

Richmond Bridge Boat House

Richmond Bridge

Richmond

Surrey

TW9 1TH

INVOICE NO. 2478**DATE 01/08/2025****DUE DATE 01/08/2025**

PAID

DESCRIPTION**VAT****AMOUNT**

Rental and use of Turks Richmond Pontoon for the month of August 2025

20.0% S

500.00

SUBTOTAL

500.00

VAT TOTAL

100.00

TOTAL

600.00

PAYMENT

600.00

BALANCE DUE

£0.00**VAT SUMMARY****RATE****VAT****NET**

VAT @ 20%

100.00

500.00

TURK LAUNCHES LTD

Townend Pier

68 High Street, Kingston Upon Thames

Surrey

KT1 1HN

VAT Registration No.: 216453282



VAT Invoice

INVOICE TO

Mark Edwards

Richmond Bridge Boat House

Richmond Bridge

Richmond

Surrey

TW9 1TH

INVOICE NO. 2463**DATE 01/07/2025****DUE DATE 01/07/2025**

PAID

DESCRIPTION**VAT****AMOUNT**

Rental and use of Turks Richmond Pontoon for the month of July 2025

20.0% S

500.00

SUBTOTAL

500.00

VAT TOTAL

100.00

TOTAL

600.00

PAYMENT

600.00

BALANCE DUE**£0.00****VAT SUMMARY****RATE****VAT****NET**

VAT @ 20%

100.00

500.00

TURK LAUNCHES LTD

Townend Pier
68 High Street, Kingston Upon Thames
Surrey
KT1 1HN
VAT Registration No.: 216453282



VAT Invoice

INVOICE TO

Mark Edwards
Richmond Bridge Boat House
Richmond Bridge
Richmond
Surrey
TW9 1TH

INVOICE NO. 2452

DATE 02/06/2025

DUE DATE 02/06/2025

PAID

DESCRIPTION	VAT	AMOUNT
Rental and use of Turks Richmond Pontoon for the month of June 2025	20.0% S	500.00

SUBTOTAL	500.00
VAT TOTAL	100.00
TOTAL	600.00
PAYMENT	600.00
BALANCE DUE	£0.00

VAT SUMMARY

RATE	VAT	NET
VAT @ 20%	100.00	500.00

LONDON BOROUGH OF
RICHMOND UPON THAMES

DAISY GREEN FOOD LIMITED
1 MANCHESTER SQUARE
LONDON
W1U 3AB



Business Rates Bill

Date of Notice: 4 March 2025

Property Description
Riverbed, floating Restaurant, moorings & Premises

Property Address

H
20 FLOATING RESTAURANT
RIVERSIDE
RICHMOND
SURREY
TW9 1TH

Property Ref. No
5000953

Financial Year: 2025/26

Reason for Bill: Annual

Account Reference: 210010642

	Small Business Rate (RV < £51k)		Standard Business Rate (RV is £51k or >)	
Rateable Value (£)	Multiplier	Notional Charge	Multiplier	Notional Charge
15,000	0.4990	7,485.00	0.5550	8,325.00

Charge Details			Amount Due (£)
Charge For Period RV 15000	01-APR-2025	31-MAR-2026	7,485.00
First instalment due on 14/04/2025 1 X 621.00 11 Other instalments due on 14/05/2025 to 14/03/2026 11 X 624.00 Instalments to be paid by: DD - 14th of the month NNDR Monthly			

7,485.00

ANNUAL COSTS	DESCRIPTION	AMOUNT	VAT
COST	CROWN ESTATE LEASE	£11,298.56	YES
COST	PORT OF LONDON CHARGES	£442.25	YES
COST	BUSINESS RATES	£7,480.00	YES
COST	PONTOON INSURANCE	£4,277.13	YES
COST	INHOUSE MAINTENANCE	£7,000.00	YES
ANNUAL INCOME	DESCRIPTION	AMOUNT	VAT
RENT	SUBSIDISED BOAT CLUBS	£6,000	YES
ANNUAL DEFICIT		£24,452.45	

10 YEAR DRY DOCKING COSTS

DESCRIPTION	COST
TUG RICHMOND TO CHATHAM AND BACK	£11,000
DOCKING	£750.00
UNDOCKING	£750.00
PRESSURE WASH	£500.00
STANDING CHARGE@ 150 PER DAY X 60	£9,000.00
ELECTRIC @ £60 PER DAY X 60	£3,600.00
CRANE LIFTS @ £50 PER LIFT X 25	£1,250.00
SHOTBLASTING 510 SQ M X £35 PER SQ M	£17,850.00
EPOXY PAINTING 510 SQ M X £28 PER SQ M	£14,280.00
TOP COATS 335 SQ M X £32 PER SQ M	£10,720.00
ULTRA SOUND AND HULL SURVEY	£3,000
TOTAL DOCKING	£72,700

For all enquiries please contact: CJ Peterborough CIA

Phone: 01733 588690

E-mail: thecrownestate@carterjonas.co.uk



INVOICE

Turk Launches Ltd
Tower End Pier
Town End Pier
68 High Street
KINGSTON UPON THAMES
Surrey
KT1 1HR
United Kingdom

The Crown Estate
Carter Jonas
43 Priestgate
Peterborough
PE1 1AR

WITHOUT PREJUDICE

VAT Reg Number: 888 8184 47
Tax Point Date: 08-Aug-2023
Invoice Date: 08-Aug-2023
Invoice Number: 30903220

Our Ref: TUR04424

Property	Lease	Description	Date Due	Net Amount	VAT Code Amount	EFT
F/S and Bed of Rvr Thames at Richmond 0020072	F/S and Bed of Rvr Thames at Richmond 00020614	Interest on Invoice 30887461 31-MAR-2023 to 13-APR-2023 Amount: 2,812.50 Days Overdue: 14.00 Adj to Base: 3 %	30-Jun-2023	7.82	OS 0.00	
F/S and Bed of Rvr Thames at Richmond 0020072	F/S and Bed of Rvr Thames at Richmond 00020614	Interest on Invoice 30895352 24-JUN-2023 to 29-JUN-2023 Amount: 2,812.50 Days Overdue: 6.00 Adj to Base: 3 %	30-Jun-2023	4.32	OS 0.00	
F/S and Bed of Rvr Thames at Richmond 0020072	F/S and Bed of Rvr Thames at Richmond 00020614	Rent (1000) 29-SEP-2023 to 24-DEC-2023	29-Sep-2023	2,812.50	EXE 0.00	

INVOICE

Turk Launches Ltd
Tower End Pier
Town End Pier
68 High Street
KINGSTON UPON THAMES
Surrey
KT1 1HR
United Kingdom

The Crown Estate
Carter Jonas
43 Priestgate
Peterborough
PE1 1AR

Our Ref: TUR04424

WITHOUT PREJUDICE

VAT Reg Number: 888 8184 47
Tax Point Date: 08-Aug-2023
Issue Date: 08-Aug-2023
Invoice Number: 30903220

VAT Analysis				Net	VAT	Net	2,824.64		
EXE	Exempt	0 %		2,812.50	0.00	VAT	0.00		
OTH	Other	0 %		12.14	0.00	Total	2,824.64	GBP	

Tenant: Turk Launches Ltd
Tenant Ref: TUR04424
Lease Ref: CIA/00020614
Invoice Number: 30903220

This Invoice: 2,824.64
Current Balance: 2,824.64

Bank Account Name: Crown Estate RE Carter Jonas Rental Account
Sort Code: 206582 Account: 53732193

THE CROWN
 **ESTATE**

Carter Jonas
43 Priestgate
Peterborough
PE1 1AR

Turk Launches Ltd et al
Town End Pier
68 High Street
Kingston-upon-Thames
Surrey
KT1 1HN

20 St Dunstan's Hill
London, EC3R 8HL
T: 020 4570 5984

e: enquiries@promarineuw.com
w: www.promarineuw.com

Invoice Numbers: 13984, 13985, 13986, 13987, 13988

Invoice Date: 24 Jul 2025

Invoice

Effective Date	Policy Type/Number		Amount (£)
01 Aug 2025	ProTect Marine Policy	Premium	19,234.19
	PM000172-01	IPT	574.84
		Policy Fee	50.00
Total			19,859.03

Please remit payments according to below installment plan:

Instalment	Due Date/Number	Amount (£)
13984	01 Aug 2025	3,971.81
13985	01 Sep 2025	3,971.81
13986	01 Oct 2025	3,971.81
13987	01 Nov 2025	3,971.81
13988	01 Dec 2025	3,971.79

By Direct Transfer to:

J.P. Morgan Chase Bank, National Association
25 Bank Street, Canary Wharf, London, E14 5JP

Titled: ProMarine UW Limited
Sort Code: 60-92-42
Account Number: 76961849
IBAN: GB40CHAS60924276961849
SWIFT BIC: CHASGB2L

ProTect Marine Policy Schedule

Named Assured:	Turk Launches Ltd et al	
Address:	Town End Pier, 68 High Street, Kingston-upon-Thames, Surrey, KT1 1HN	
Policy Number:	PM000172-01	
Period of Insurance:	01 Aug 2025 00:00 to 31 Jul 2026 23:59	
Effective date of this Schedule:	01 Aug 2025	
Reason for Issue:	Renewal	
Premium for this transaction:	GBP	19,234.19
Policy Fee (If Applicable):	GBP	50.00
Amount of Insurance Premium Tax:	GBP	574.84
Total Amount Payable:	GBP	19,859.03

(Please ensure that, where there is an insurable interest, all necessary trading styles or insured names are accurately included within the "Named Assured" and let us know immediately if anything is missing or incorrect)

Authorised by:	Dated:
	24 Jul 2025

M. Ryan

Chief Underwriting Officer

ProMarine UW Ltd

As Underwriting Agent for Allianz Global and Corporate Specialty SE and West of England Insurance Services (Luxembourg) SA as may be applicable for the limits applying.

This **Schedule** forms part of your ProTect Marine **Policy** and must be read in conjunction with the full ProTect Marine **Policy** Wording. This **Schedule** and the **Policy** Wording together, form the contract of insurance between you and us.

The **Schedule** confirms the details of what is insured and any additional clauses or conditions applied to your **Policy**.

A **Schedule** will be issued when you first take out a **Policy** with us and will be re-issued if there is a mid-term change or upon each subsequent renewal of the **Policy**. Each new **Schedule** issued shall replace any earlier versions in entirety, at the effective date of each **Schedule**, shown above.

Schedule of Insured Vessels/Items – Summary

The following is a summary list of the vessels/items insured under your Policy. Please see subsequent pages for details of the cover applying, endorsements and conditions for each Insured Vessel/Item.

Vessel Name and Type	Agreed Value	Liability – Limit of Indemnity	Deductible	Premium *
Punt No 3 (fuel barge, pump, housing & fuel contained therein) Fuel Barges – Non Navigating	GBP 0	GBP 10,000,000	GBP 500	GBP 1,999.90
Richmond Lower Pier including approach, brows, dolphins and pontoon Piers/Jetties/Landing Stages	GBP 200,000	GBP 5,000,000	GBP 1,000	GBP 4,277.13
Town End Pier Moorings, Kingston upon Thames including access pontoon, floating finger pontoons and pilings, all moorings and walkways pertaining thereto Piers/Jetties/Landing Stages	GBP 0	GBP 5,000,000	GBP 0	GBP 543.98
St Helena Pier Piers/Jetties/Landing Stages	GBP 0	GBP 5,000,000	GBP 0	GBP 543.98
Jesus College Barge Static floating restaurants	GBP 300,000	GBP 10,000,000	GBP 15,000	GBP 10,518.03
Aphrodite (Laid Up Afloat) Houseboats, Offices and accommodation vessels	GBP 125,000	GBP 5,000,000	GBP 625	GBP 1,926
Total				GBP 19,809.02

* Including IPT if Applicable

Turk Launches Ltd et al
Town End Pier
68 High Street
Kingston-upon-Thames
Surrey
KT1 1HN

c/o Hillier Hopkins LLP,
45 Pall Mall,
London, UK,
SW1Y 5JG
T: 020 4570 5984
e: enquiries@promarineuw.com
w: www.promarineuw.com

Invoice Number: 10678

Invoice Date: 28 Jul 2024

Invoice

Effective Date	Policy Type/Number	Amount (£)
01 Aug 2024	ProTect Marine Policy Premium	19,223.41
	PM000172-00 IPT	610.23
	Policy Fee	50.00
Total		19,883.64

Please remit payment no later than 31 Aug 2024

By Direct Transfer to:

J.P. Morgan Chase Bank, National Association
25 Bank Street, Canary Wharf, London, E14 5JP

Titled: ProMarine UW Limited
Sort Code: 60-92-42
Account Number: 76961849
IBAN: GB40CHAS60924276961849
SWIFT BIC: CHASGB2L



Schedule of Insured Vessels/Items - Summary

The following is a summary list of the vessels/items insured under your Policy. Please see subsequent pages for details of the cover applying, endorsements and conditions for each Insured Vessel/Item.

Vessel Name and Type	Agreed Value	Liability - Limit of Indemnity	Deductible	Annual Premium *
Punt No 3 (fuel barge, pump, housing & fuel contained therein) Fuel and fuel barges - Non Navigating	GBP 10,000	GBP 10,000,000	GBP 500	GBP 2,201.17
Richmond Lower Pier including approach, brows, dolphins and pontoon Piers/Jetties/Landing Stages	GBP 200,000	GBP 5,000,000	GBP 1,000	GBP 4,122.54
Town End Pier Moorings, Kingston upon Thames including access pontoon, floating finger pontoons and pilings, all moorings and walkways pertaining thereto Piers/Jetties/Landing Stages	GBP 0	GBP 5,000,000	GBP 0	GBP 524.32
Turks Pier, Thameside Street, Kingston upon Thames Piers/Jetties/Landing Stages	GBP 0	GBP 5,000,000	GBP 0	GBP 524.32
St Helena Pier Piers/Jetties/Landing Stages	GBP 0	GBP 5,000,000	GBP 0	GBP 524.32
Jesus College Barge Static floating restaurants	GBP 300,000	GBP 10,000,000	GBP 15,000	GBP 10,137.86
Aphrodite (Laid Up Ashore) Houseboats, Offices and accommodation vessels	GBP 125,000	GBP 5,000,000	GBP 625	GBP 1,799.11
Total				GBP 19,833.64

* Including IPT if Applicable

ProTect Marine Policy Schedule

Named Assured:	Turk Launches Ltd et al	
Address:	Town End Pier, 68 High Street, Kingston-upon-Thames, Surrey, KT1 1HN	
Policy Number:	PM000172-00	
Period of Insurance:	01 Aug 2024 00:00 to 31 Jul 2025 23:59	
Effective date of this Schedule:	01 Aug 2024	
Reason for Issue:	New Business	
Premium for this transaction:	GBP	19,223.41
Policy Fee (If Applicable):	GBP	50.00
Amount of Insurance Premium Tax:	GBP	610.23
Total Amount Payable:	GBP	19,883.64

(Please ensure that, where there is an insurable interest, all necessary trading styles or insured names are accurately included within the "Named Assured" and let us know immediately if anything is missing or incorrect)

Authorised by:

Dated:

28 Jul 2024

M. Ryan

Chief Underwriting Officer

ProMarine UW Ltd

As Underwriting Agent for Allianz Global and Corporate Specialty SE and West of England Insurance Services (Luxembourg) SA as may be applicable for the limits applying.

This **Schedule** forms part of your ProTect Marine **Policy** and must be read in conjunction with the full ProTect Marine **Policy** Wording. This **Schedule** and the **Policy** Wording together, form the contract of insurance between you and us.

The **Schedule** confirms the details of what is insured and any additional clauses or conditions applied to your **Policy**.

A **Schedule** will be issued when you first take out a **Policy** with us and will be re-issued if there is a mid-term change or upon each subsequent renewal of the **Policy**. Each new **Schedule** issued shall replace any earlier versions in entirety, at the effective date of each **Schedule**, shown above.

Turk Launches Ltd Et Al
Town End Pier
68 High Street
Kingston Upon Thames
Surrey
KT1 1HN

Client Ref: 27941374
Invoice Ref: 525924343
Invoice Date: 04 August 2023

Invoice

			Amounts (£)	Total (£)
Knighthood Marine Craft - Knighthood Marine	Knighthood Corporate Assurance Services Limited	Premium	32,371.02	33,337.65
	Policy Number: KPW000/ 27941374	Insurance Premium Tax	916.63	
	Effective Date: 01/08/23	Administration Fee	50.00	
	TOTAL			£33,337.65

Below is a payment schedule for your instalment payments:

Payment plan type: 3 Month 0% Charge No Deposit

Knighthood House
Imberhorne Lane
East Grinstead
West Sussex
RH19 1LB

01342 327 111
enquiries@knighthoodcorporate.com
www.knighthoodcorporate.com

Knighthood Corporate Assurance Services Limited is authorised and regulated by the Financial Conduct Authority (reference number 126707).
Registered Office: Knighthood House, Imberhorne Lane, East Grinstead, West Sussex, RH19 1LB. Registered in England & Wales No. 1194084

From: Paul Kerr <paulkerr@knighthoodcorporate.com>
Sent: 07 August 2023 16:44
To: sue@turksshipyard.co.uk
Cc: Judy Theobald; Richard Turk
Subject: RE: Renewal Confirmation for Turk Launches Ltd Et Al

Good afternoon Sue,

Please find attached the breakdown in costs. These do not include the £50 fee.

Vessel	Premium:	
Punt No 3 (fuel barge, pump, housing & fuel contained therein)	£2,295.40	
Richmond Lower Pier including approach, brows, dolphins and pontoon	£4,299.03	
Town End Pier Moorings, Kingston upon Thames including access pontoon, floating finger pontoons and pilings, all moorings and walkways pertaining thereto	£546.76	
Turks Pier, Thameside Street, Kingston upon Thames	£546.76	If you need anything more, please come back to me.
St Helena Pier	£546.76	Thank you
BBQ Boat 1 (Laid up Afloat)	£482.44	Kind Regards
BBQ Boat 2 (Laid up Afloat)	£482.44	Paul Kerr Cert CII
Picnic Boat 1 (Laid Up Afloat)	£825.51	Account Handler
Picnic Boat 2 (Laid Up Afloat)	£825.51	Direct: +44(0) 1342 895347
Jesus College Barge	£20,560.91	
Aphrodite (Laid Up)	£1,876.13	



Port of London Authority
London River House
Royal Pier Road
Gravesend
Kent DA12 2BG

INVOICE

River Rents

To: TURK LAUNCHES LTD

TOWN END PIER
68 HIGH STREET
KINGSTON-UPON-THAMES
SURREY
KT1 1HN
United Kingdom

Direct Debit Advice Our Details

Invoice No: 5224873
Invoice Date: 07/07/2025
Customer No: 61924
Plat No: 03S091001202
Sales Order No: 7828667

Your Details

Purchase Order No:
Customer VAT No:

Description

Net	VAT	Total	VAT %
422.25	R1 84.45	506.70	20.00

Subscription 400451

Licences - River Works: 26/07/2025 to 25/07/2026

River Rents

Invoiced: IN ADVANCE

Licence Description: PONTOON, 3 PILES, GANGWAY, JESUS COLLEGE BARGE, PILES WITH ANGLE IRONS TO FORM BARGE BERTH

Licence Location: ON CROWN FORESHORE ADJACENT TO BRIDGE BOAT HOUSE

Licence Review Dates: From 26/07/2023 To 25/07/2028

Licence Dated: 26/07/2023

Time limited license ending 24/03/2043.

Total Amount in £	422.25	84.45	506.70
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****Note: This invoice is for information purposes only.**
The amount due will be collected by Direct Debit on or after: 07/07/2025

Your Bank Details:

Sort Code: 60-60-02
Account: 11642858

DIRECT DEBIT ADVICE

Port of London Authority

Accounts Receivable

London River House, Royal Pier Road,
Gravesend, Kent DA12 2BG

Credit Control Queries Tel: +44 (0)1474 562235
Billing Queries Tel: +44 (0)1474 562270

Email: ar@pla.co.uk / www.pla.co.uk





Port of London Authority
London River House
Royal Pier Road
Gravesend
Kent DA12 2BG

INVOICE

River Rents

To: TURK LAUNCHES LTD

TOWN END PIER
68 HIGH STREET
KINGSTON-UPON-THAMES
SURREY
KT1 1HN
United Kingdom

Direct Debit Advice Our Details

Invoice No: 5195322
Invoice Date: 05/07/2024
Customer No: 61924
Plat No: 03S091001202
Sales Order No: 7824989

Your Details

Purchase Order No:
Customer VAT No:

Description	Net	VAT	Total	VAT %
	408.33	R1 81.67	490.00	20.00

Subscription 400451

Licences - River Works: 26/07/2024 to 25/07/2025

River Rents

Invoiced: IN ADVANCE

Licence Description: PONTOON, 3 PILES, GANGWAY, JESUS COLLEGE BARGE, PILES WITH ANGLE IRONS TO FORM BARGE BERTH

Licence Location: ON CROWN FORESHORE ADJACENT TO BRIDGE BOAT HOUSE

Licence Review Dates: From 26/07/2023 To 25/07/2028

Licence Dated: 26/07/2023

Time limited license ending 24/03/2043.

Total Amount in £ 408.33 81.67 490.00

****Note: This invoice is for information purposes only.
The amount due will be collected by Direct Debit on or after: 05/07/2024**

Your Bank Details:

Sort Code: 60-60-02
Account: 11642858

DIRECT DEBIT ADVICE

Port of London Authority

Accounts Receivable
London River House, Royal Pier Road,
Gravesend, Kent DA12 2BG

Credit Control Queries Tel: +44 (0)1474 562235
Billing Queries Tel: +44 (0)1474 562270

Email: ar@pla.co.uk / www.pla.co.uk





Port of London Authority
London River House
Royal Pier Road
Gravesend
Kent DA12 2BG

INVOICE

River Rents

To: TURK LAUNCHES LTD

TOWN END PIER
68 HIGH STREET
KINGSTON-UPON-THAMES
SURREY
KT1 1HN
United Kingdom

Direct Debit Advice Our Details

Invoice No: 5155087
Invoice Date: 06/03/2023
Customer No: 61924
Plat No: 03S091001201
Sales Order No: 7820323

Your Details

Purchase Order No:
Customer VAT No:

Description	Net	VAT	Total	VAT %
Subscription 400451 <i>Licences - River Works: 25/03/2023 to 24/03/2024</i>	350.00	R1 70.00	420.00	20.00

River Rents

Invoiced: IN ADVANCE

Licence Description: PONTOON, 3 PILES, GANGWAY, JESUS COLLEGE BARGE, PILES WITH ANGLE IRONS TO FORM BARGE BERTH

Licence Location: ON CROWN FORESHORE ADJACENT TO BRIDGE BOAT HOUSE

Licence Review Dates: From 25/03/2023 To 24/03/2028

Licence Dated: 25/08/2006

Total Amount in £	350.00	70.00	420.00
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****Note: This invoice is for information purposes only.**
The amount due will be collected by Direct Debit on or after: 06/03/2023

Your Bank Details:

Sort Code: 60-60-02
Account: 11642858

DIRECT DEBIT ADVICE

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London's boatyards have an significant place in the history of the River Thames, once known as the 'greatest shipbuilding area in the world'. One hundred and fifty years ago, nearly fifteen thousand men were working in shipbuilding in the Isle of Dogs alone, with hundreds of boat and barge yards operating along the shores of the Thames. Today only around fifteen boatyards remain between the Thames Barrier and Teddington Lock, due to the decline in the commercial river and rising land prices on the riverfront.

The living history of London's boatyards from Tough's boatyard in Teddington to Cory Riverside Energy in Charlton have been captured and documented in this heritage project through oral history interviews, a documentary film, photography commission and archive materials. Working River is a Thames Festival Trust project delivered in partnership with the Museum of London, Digital:Works and a team of volunteers.



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RT008

The Planning Inspectorate
Room Team E5
Temple Quay House
2 The Square
Bristol, BS1 6PN

15 December 2025

For the attention of Amy Booth

Dear Sirs,

Reference: Re: APP/L5810/C/23/3333609 (Turk's Launches)

Further to our submission of 7 February 2024 we write on behalf of Daisy Green Food Limited, the independent and family run business 100% controlled by founders, Prudence Freeman and Thomas Onions (www.daisygreenfood.com). We are the operators of the much loved "Peggy Jean" on Richmond Riverside.

We confirm that if the current enforcement notice issued by the London Borough of Richmond upon Thames (LPA Ref: 22/0346/EN/EOP) (the "**Enforcement Notice**") is upheld then the Peggy Jean café/restaurant operation will become unviable. Daisy Green are of the understanding that if Peggy Jean were to leave, then Mr Turk would have to reconsider the retention of the pontoon.

In addition to our prior submission, we seek to set out the public benefits attributable to the operation which are **significant**, including:

- Expected economic impact of **£10.6m of Gross Value Added ("GVA")** to South West London over the next 10 years²
- Extrapolated to **c.£30m of GVA** impact of the lifetime of the Peggy Jean Operation
- The lifetime attraction of **2.2 million new visitors** to the Borough¹
- The lifetime provision of all tides pontoon access for over **586,000 river related activities**³
- The permanent **all-tides safe access** for **30 boat moorings**
- Rare **disability friendly, level access** to the Thames which has enabled access to the river activities
- Heavily subsidised and **safe on-water storage and changing facilities** for **legacy boat clubs** and key **charities** in the Borough of which there are over 400 members³
- Improved safety in the area

Included in Appendix A is a third party impact study undertaken by Marrons for Avison Young and Daisy Green Food Limited confirming the Impact that Peggy Jean has and what will be lost in the event the operation becomes unviable (i.e. if the use of the pontoon is lost).

The Pontoon contains the preparation/ kitchen area which predominately sits below the waterline and the top is only 1.37m above the waterline at the downstream end. The headroom of the refurbished Pontoon is very tight and any reduction to this height will mean it is not feasible to use as the preparation/kitchen. This preparation/ kitchen serves all of the Peggy Jean operation and is **critical to the financial viability** of Peggy Jean.

1. Daisy Green Food Limited Visitor Estimations, see Appendix B
2. According to Economic Impact Assessment undertaken by Marrons for Avison Young and Daisy Green Food Limited, included as Appendix A
3. Daisy Green Food Limited River Activities Estimations, see Annex C

Please note, this area does contain essential refrigeration. This was previously housed in the shed at the downstream end which was significantly higher at 2.6m.

If the preparation/ kitchen area is lost and relocated to the inside of the Jesus College Barge this would result

- **>80% of the internal space** on the Jesus College Barge having to be **dedicated to preparation/ kitchen and refrigeration areas**
- **Reducing internal all weather covers from 34 to six**
- **Reducing** space for **essential bathroom facilities by 50%**
- Removing important **historical information** on Richmond Riverside and the Jesus College Barge (currently displayed for visitors inside the Jesus Barge) due to lack of internal space

The combined impact of these actions would render the Peggy Jean café/restaurant operation **unviable. It is Daisy Green's understanding that if Peggy Jean were to leave, then Mr Turk would have to reconsider the retention of the pontoon** and in association the **historic Jesus College Barge.**

Set out below is our analysis confirming that the business would be unviable in this scenario.

	Current Pontoon/ Operation (per annum)	Preparation area/ Kitchen moved to Jesus College Barge (per annum)	Notes
Net Revenue	£1,800,000	£440,000	Moving Kitchen to the Jesus Barge would restrict internal covers to 6 covers and prohibit year-round trading
Operating Costs	£1,350,000	£421,000	
Property Costs	£151,000	£121,000	
Profit/ Loss	£299,000	(£103,000)	
	Year round opening and amenity	Summer and clear weather only, limiting amenity	
Viability	Viable	Unviable	

Source: Daisy Green Food Limited

Since the 2024 submission Daisy Green has continued to be recognised for its positive impact on the UK hospitality industry:

- Awarded #66 in the Sunday Times Hundred fastest growing companies in the UK
- Crowned "Best of the Best" by Tripadvisor for brunch
- In the final approval stages for B-Corp Certification
- Excellent reviews for the three areas of the National Portrait Gallery that is under Daisy Green operation
- Recognition for the community programs that Daisy Green operates at its much loved Holland Park cafe

For over three and half years Daisy Green has **safely and successfully** operated Peggy Jean without complaint. The railings are imperative for visitor safety.

It is important to outline that the Pontoon (as at December 2025) has been modified to address **initial concerns** raised by local residents, business and boating users, namely to ensure **openness of the pontoon**, particularly at the upstream end **nearest to the Richmond Bridge.**

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We confirm that following these modifications (some umbrellas removed, all pontoon umbrellas reduced in height, umbrella colours changed and all transparent sides removed) and after **three and a half years of safe and successful trading** we have received support from **key clubs and charities**, as outlined by Mr Turk.

Set out below are images showing the modifications made and the Current Pontoon.



Image of the Current Pontoon in December 2025

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Image of the Pontoon in October 2023



View of Current Pontoon in December 2025

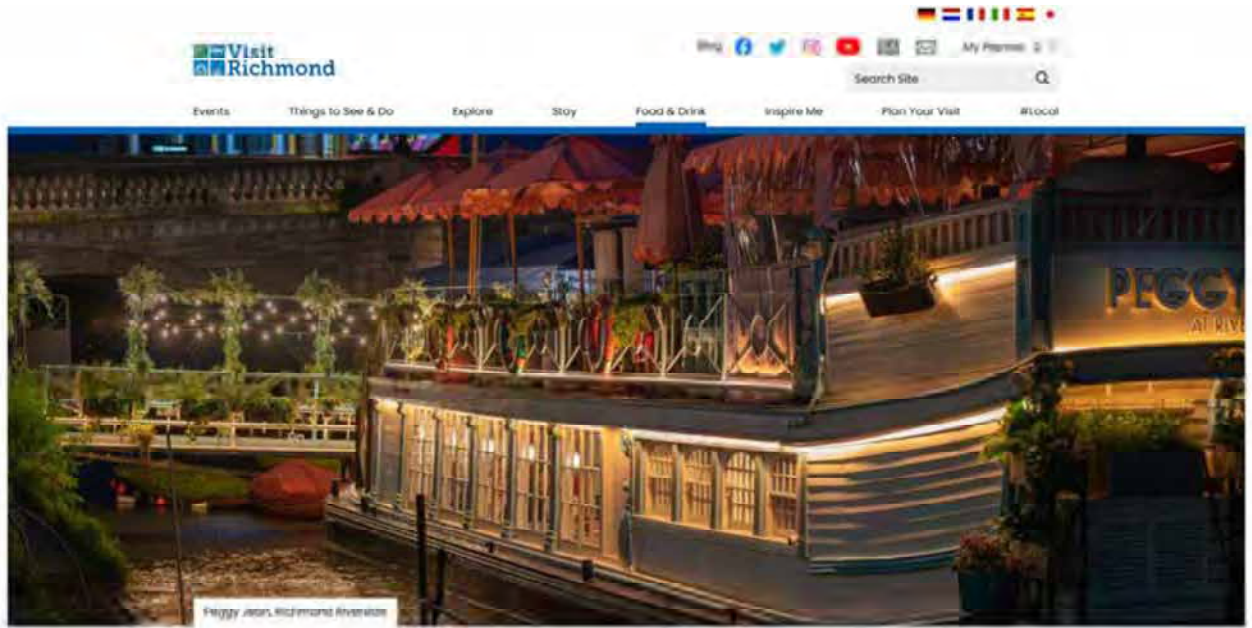


View of the Pontoon in October 2023

Peggy Jean is an iconic Richmond Riverside destination. It features in multiple major tourist guides to the Richmond Riverside, consistently described as **'idyllic' and 'beautiful'**. Peggy Jean is listed as the feature restaurant on the **official Government Visit Richmond Website**.



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Condé Nast
Traveller

“Visitors flock from near and far to soak up Richmond’s buzzy riverside atmosphere, and since opening as part of the Daisy Green Group in 2022, Peggy Jean has quickly become a staple attraction.”

METRO

“An iconic part of Richmond’s riverside, this barge is the perfect spot for a summer brunch”

STYLIST

“The best waterside restaurants in London for dinner with a view”

The
GLOSSARY

“Riverside views don’t come much better than those at Peggy Jean”

SQUAREMEAL

The best restaurants in Richmond

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Peggy Jean is well loved by its guests and community, with almost **1,500 comments within 72 hours** of support provided for it to remain an important landmark on Richmond Riverside, as shown below:

ID	Name	Postcode	Status	Comment
9	Lily Ackerman	SE15 5BE	Visitor to the area	Important cultural and economically for the area. Bring some much needed dynamism to the riverside.
46	Dave Burt	TW8 9GF	Customer	Please keep Peggy open - it's been such a great addition to our riverside. I can't imagine the riverside without it, We've got to know the staff, We've moored our little boat near by and enjoyed countless friends and family evenings onboard watching the sun go down. It's something Richmond should be incredibly proud of.
50	Mel Smih	Se1	Customer	Peggy Jean is a lovely one off experience on the riverside where I have enjoyed taking my family for special occasions. This creates a unique place in Richmond and brings visitors to the town and riverside helping positively support the local businesses.
58	Dave Brown	Pr6 8jf	Customer	Extremely valuable and important amenity and tourist attraction bringing much needed revenue to the area and its businesses.
73	Rob White-Cooper	GU25 4NW	Customer	An iconic restaurant on the water....a great attraction for Richmond and it's community.
77	James Brotherton	HP10 8LQ	Visitor to the area	Peggy Jean provides an invaluable resource fully in keeping with the beauty of its riverside setting. Accessible to residents and visitors alike and with fairly priced freshly prepared food and drink it is precisely the casual dining experience that people seek in Richmond
88	Angus McAlpine	W14 0BY	Customer	This is a destination restaurant which brings people to the area, if Peggy Jean were to go then surrounding enterprises in the area lose foot fall and people will lose jobs!
130	Sandeep	SE18 2NB	Customer	I believe the council should support the local riverside restaurant because it provides a unique dining experience with scenic views, delicious food, and a welcoming atmosphere. Supporting this restaurant helps maintain diversity in dining options and preserves the character of the community. Plus, it contributes to the local economy and job creation, ensuring that residents have access to quality dining choices and enjoyable leisure activities.
174	Sebastian Daumueller	SE22 9HE	Customer	In a short amount of time Peggy Jean has become a Richmond institution. It provides the perfect extension and link between the riverside and the beautiful river itself. This makes Richmond a unique destination in and around London. We travel 1hr from South East London to enjoy that experience.
176	Lyndsay Anderson	Sw184ss	Customer	Peggy Jean adds a lovely, unique spot to this stretch of the river. It's stylishly done and enhances rather than detracts from the riverside.
190	Nicholas Hassall	W11 3BQ	Customer	Such an amazing venue and amazing to have refurbished the Jesus College barge allowing it to be kept on the Thames and admired for many generations to come
194	Paul Totman	CR2 0HR	Visitor to the area	This is a great attraction for the area, iconic and unique, and a significant reason why families such as my own are excited to visit the area. Please save Peggy Jean!

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195	Harry Malyon	CA5 6AA	Visitor to the area	So many visitors of all ages value the experience of eating and drinking on the river. The experience is more than the sum of the parts - there is something very attractive of combining good food with beautiful and especially unusual surroundings. Peggy Jean has it just right and it would be a great loss to your visitor experience to lose the venue. Please don't decide to do so!
209	Thomas Arthurton	Nr67hq	Visitor to the area	I often come to Richmond to paint as an artist. I've come to Peggy Jean a few times now and it's always been a highlight. It's such a picturesque space and so much nicer than being inside a normal restaurant. You can really appreciate the beauty of the river at Peggy. The staff have always been wonderful and attentive and the food incredible.
223	Chris Styles	BR76JW	Customer	A unique example of bringing hospitality to an area renowned for its connection to the waterways .Bringing people from all over London and visitors to the U.K. , wishing to experience an elegant eating experience whilst gazing across the waterways .Been given the opportunity to meet and socialise with many different cultures, who just seem more friendly when on board the Peggy Jean.
229	Rachael	SW18 4QX	Customer	I have visited Peggy Jean several times and always had a wonderful time. It is a very peaceful and calm environment that adds beautifully to the Riverside environment and would be greatly missed.
256	Dominic Dahl	TW9 2BX	Customer	Since we moved to Richmond back in 2009 we loved the promenade and both my wife and I really like the fact that the old barge was to beautifully restored. It adds to the atmosphere. We love it and would like it to stay where it is. It's too iconic to remove it. We always had a barge restaurant there. It belong to the Richmond community and we'd greatly miss it.
258	Mhorag orbes	Nw2 3oa	Customer	Please save this beautiful boat. It brings so much pleasure, in a world full of drab junk food shops, the Peggy Jean inspires and delights everyone who sees it and dines there. The love that obviously went into creating it is reflected in the love the community and customers have for it.
287	Kristin Nevin	N6	Customer	We have no real reason to come to Richmond. But we do for Peggy Jean. It's unique and institution we've recommended to friends travelling abroad. Best food coffee and hospitality. We need unique places like this when living in an experience economy. This would be travesty it were to shut down. Richmond has parks but no new attractions. Peggy is something special. It provides character.
300	Emma Bevan	SW10 9SN	Customer	This is the most charming addition to the area. My father lives across the river from Peggy's in Richmond and so we go all the time in the summer. Why would anyone want to close a business that brings business and employment to the area and run by really decent people. SAVE PEGGY JEAN
315	Keenia Dyer-Williams		Supplier	Peggy Jean is a beautiful space whose presence attracts visitors near and far to Richmond, boosting the local economy (generating jobs and encouraging people to explore more of Richmond) and further improving people's perceptions of Richmond too. It also provides visitors another way to access the Richmond waterways and enjoy a unique, cultural experience. It would be such a shame to lose this!
338	Justin Hibbs	NW9 9BS	Customer	Peggy Jean is a fantastic addition to Richmond's waterfront. It's a lovely spot to sit and enjoy the river as well as being a really pretty addition to the riverside visually with its period look, lovely planters and parasols.

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403	Ernesto Santos	Sw14	Customer	Peggy Jean has been a great addition to Richmond riverside, and the refurbished boat now looks much better than before. Food and drinks are great and it is now hard to imagine Richmond without Peggy Jean.
425	Richard Hudson	Rh16 3rx	Visitor to the area	London is full of quirky hidden secrets that make visiting and exploring London so exciting. Losing those venues takes value away from London for visitors like myself
431	Natalie Davison	Ox28 4dn	Visitor to the area	Peggy Jean is a lovely asset to the Richmond Riverside! And Daisy Green is a wonderful business. I've frequented majority of their establishments over the years and will always come back!
445	Danielle Moran	Wd48lg	Customer	They are committed to the local Richmond community, our waterway users, neighbours, local businesses and visitors. The many local boat clubs and charities who they share the pontoon with are hugely important and have supported by them on a daily basis. None of this should change. It makes a significant positive contribution to Richmond's visitor economy and attract more and more tourists to this cultural destination as well as continue to be a much-loved local icon. The impact of a negative decision would be significant – many jobs lost with no replacements and access for valuable water activities severely limited.
464	Maddy Pearce	KT2 5JU	Customer	Peggy Jean adds character to the Richmond riverside, we have visited and shopped locally but the main draw for our visits has been dining on Peggy Jean.
491	Lise Rubinstein	IG8 8RZ	Customer	It is so important that this wonderfully inclusive amenity remains open to all - giving unique access to the river for so many and creating so many happy memories!
507	Wendy Schoonjans	W14 8TL	Customer	We love Peggy Jean! Have been here for many lunches with the family and never disappoints. Perfect tranquil spot on the water, great service, atmosphere and food. In summer it's the most wonderful place to spend the day.
510	Conor Malone	Tw91lw	Customer	Great Resturant and nice to see it being used in an appropriate and well maintained way. There are too many idle boats on the river that are decaying and unsightly.
512	Fiona Thomson	TN9 2AY	Visitor to the area	I am a life long visitor to Richmond and have been a customer at Peggy Jean since they opened. This is a good use of the river and the river path and brings people away from the main shops to the lesser well known shops and cafes along the riverfront.
610	Ian Cruickshank	TW11JE	Customer	Peggy Jean is a wonderful addition to Richmond Riverside - a real destination and even better than the original boat that occupied that spot for many years before. It has become a firm favourite for locals and an attraction for visitors. I fully support the continued operation of this business on this site.
627	Veronica Linares	TW10 5EG	Customer	I fully support keeping Peggy Jean restaurant on the river in Richmond. I have always chosen it as the special venue to celebrate memorable events. It's one of the things that gives Richmond its unique and special atmosphere
638	Eliza Reilly	TW91AA	Customer	We live in TW1 next to Whole Foods and as a local resident we love having Peggie Jean - it provides another option to eat in an area inundated with chain restaurants and pubs. When friends and family visit us it's one of the first places we visit after showing them the Pond Market.

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681	Janine Record	TW9 2AU	Customer	Peggy Jean is a very special venue for us - we take all our visitors here to witness the magic and beauty of the Richmond riverside. We have really missed it whilst it has been out of action.
695	Janine Gresch	TW9 2LP	Customer	Having Peggy Jean here in Richmond makes a walk along the river always something to look forward to and gives us all the right feelings for every season.
776	Maxine Cody	Tw9 2dw	Customer	Peggy Jean is an iconic place in Richmond, somewhere very affordable with the most wonderful views and service. Let's remember how nice it is to eat outside and enjoy Richmond at its best, eating dinner with the family on the waterside is something so special to our family.
885	Hannah Weaver-Lyon	KT3 6NQ	Visitor to the area	a lovely spot which brings us to the area regularly as we use regularly to meet with friends when walking along the river.
889	Melanie Jappy	W12 8JH	Customer	Peggy Jean is an iconic element of the Richmond riverside. It has added to the exciting and vibrant growth of this area. The love and skill that has been used to preserve this beautiful barge deserves to be acknowledged and Peggy Jean needs to stay where it is.
895	Caroline Jones		Customer	My partner and I live in Richmond and we watched Peggy Jean being built. We were so excited when Peggy Jean she finally opened and we were able to enjoy delicious meals with an amazing view. Peggy Jean is such a vibrant place to eat and an important part of the Richmond community. A must for anyone visiting Richmond wanting to dine by the river!
1006	Skye Rae	TW1 1AX	Customer	This restaurant means a lot to me. I live in the area but am from abroad. It is the first place I take visitors too as I think there is no place better than this restaurant to show off Richmond. We have all our family special occasions there. I think it is such, Great asset to Richmond and the community.
1251	Lizi Bostock	RG411LD	Customer	Peggy Jean is my go to when heading into Richmond to catch up with friends or brunch before asking along the river to Twickenham for the rugby. The food is fab, the atmosphere is awesome and the staff are so friendly. I don't know where I'd go if Peggy Jean were to go. There's nowhere else I'd rather eat when in Richmond.
1305	Lauren Brown	TW10 6DB	Customer	Not sure why anyone would want to close this unique Richmond asset. Our city is already halfway to becoming an average London suburb with so many chain restaurants and vape shops. Please lets keep the little things that make it special.
1316	Olly Eades	SW15 6H	Customer	Peggy Jean is a lovely restaurant on the river, I have taken numerous visitors to SW London there given the uniquely lovely scenery and location. Without it there I personally would visit Richmond less.
1347	Eden Brown	Tw1 2lw	Customer	We love eating in this restaurant which is 5 mins from our house. When we have friends/family visiting, we bring them here to eat - they all loved the experience and have returned on their own. It would be such a shame to see Peggy Jean go as, it looks pretty to look at from the bridge as well as it being one of my favourite restaurants in Richmond.

DAISY | GREEN C O L L E C T I O N

We continue to be extremely proud custodians of the historically significant Peggy Jean café/restaurant and working with the community to create a well-loved local amenity and visitor draw for many years to come.

Yours faithfully,
Signed on behalf of Daisy Green Food Limited by:

A handwritten signature in dark ink, appearing to read 'Prudence', followed by a long horizontal flourish.

Director: Prudence Freeman
Date 16 December 2025

Appendix A

Economic Impact Assessment undertaken by Marrons for Avison Young and Daisy Green Food Limited



PEGGY JEAN (RICHMOND) ECONOMIC IMPACT ASSESSMENT

1. INTRODUCTION

1.1 Avison Young (UK) Limited ('Avison Young') and Daisy Green Food Limited ('Daisy Green') have instructed Marrons to undertake a high-level Economic Impact Assessment (EIA) of Peggy Jean at Riverside Green ('Peggy Jean') – a floating restaurant located on Richmond Riverside.

1.2 This work has been commissioned to help Avison Young and Daisy Green understand and communicate the public benefits that Peggy Jean delivers to the 'local' area – in this case South West London¹.

1.3 This follows the issuance of an enforcement notice by the London Borough of Richmond-upon-Thames (LPA Ref: 22/0348/EN/EOP) related to unauthorised changes to the pontoon where the restaurant is located. The notice sets out the following:

*"The alterations to the pontoon amount to **less than substantial harm** to the designated heritage assets however there are **no public benefits attributable that outweigh this harm**".*

The changes made by the restaurant owners involve opening a kitchen in the pontoon basement to serve the restaurant which is located separately on a barge.

1.4 This note sets out the EIA and covers the following:

- The annual 'local' economic impact that Peggy Jean delivers at present
- The anticipated 'local' economic impact that Peggy Jean could deliver over the next decade.

1.5 The key messages from the assessment are as follows – Peggy Jean:

- Currently employs 36 gross direct Full Time Equivalent (FTE) staff in total on-site.
- Is estimated to support in the region of 29 net direct (on-site), indirect and induced

¹ 'Local' in this study refers to South West London incorporating the London Boroughs of Richmond-upon-Thames, Kingston, Merton, Sutton and Wandsworth.



(off-site) FTE staff across South West London.

- Currently pays c£775k in gross direct wages for on-site staff per annum overall.
- Is estimated to pay £407k in net direct wages for 'local' on-site staff per annum. If this continues over the ten years translates this equates to around £3.5m for South West London at current values.
- Currently generates £1.5m in gross direct GVA from on-site activity each year in total.
- Is estimated to support around £1.2m in net direct (on-site), indirect and induced (off-site) GVA for South West London per annum. This equates to c£10.6m if this continues for a further ten years once adjusted to current values.
- Currently spends around c£515k on suppliers each year in total.
- It is estimated that c£228k of this is spent with suppliers within six miles of its base in Richmond, helping to sustain an ecosystem of likeminded businesses across the area.
- Generates a wide range of fiscal and wider benefits from business rates and corporation tax to footfall, activation and linked expenditure.

- 1.8 It is understood that Peggy Jean is not viable if the changes made to the pontoon are not authorised. This is because the kitchen would have to be moved onto the barge which would reduce the revenue the restaurant can generate. The current and anticipated economic impacts are therefore 'at risk' if the changes are not authorised.

Key Terminology

- **Direct Impacts:** Immediate economic effects created by the restaurant. These include employment, wage expenditure and Gross Value Added (GVA) supported through on-site activity.
- **Indirect Impacts:** Secondary economic effects that are generated by the restaurant within the supply chain. These include off-site employment and GVA supported through supply chain expenditure.
- **Induced Impacts:** Secondary economic effects catalysed by household spending by the restaurant's on-site and off-site employees. Spending tends to be in sectors such as retail, leisure and hospitality.



- **Gross Impacts:** The total economic activity generated by the restaurant, including direct, indirect, and induced impacts, before accounting for additionality factors (i.e. leakage and displacement).
- **Net Impacts:** The local economic impacts generated by the restaurant once additionality factors have been accounted for (i.e. leakage and displacement).

- 1.7 The methodology used for this EIA conforms with standard industry practice for such assessments. It draws on guidance from His Majesty's Government set out within the Additionality Guide (2014)² and Green Book (2022)³. It has been produced by Patrick Ransom – an Economics Director in Marrons' Economics team.
- 1.8 This study incorporates data from a range of sources, including Daisy Green and the Office for National Statistics (ONS). The accuracy of data derived from these third-party sources has not been checked or verified by Marrons.

2. EMPLOYMENT IMPACTS

GROSS AND NET EMPLOYMENT

- 2.1 Peggy Jean employs **36 gross direct Full Time Equivalent (FTE) staff** in total on-site. These are across a range of roles including manager, chef, sous chef, cook, host, bartender, sommelier and dishwasher among others.
- 2.2 This gross figure has been adjusted for leakage and displacement to understand the 'local' employment impact.
- **Leakage:** Leakage adjustments recognise that a portion of employment supported by the restaurant will be taken up by workers outside the target area (in this case South West London).
 - **Displacement:** Displacement adjustments recognise that some employment will replace existing jobs within a target area (in this case South West London) shifting work from other firms or areas.
- 2.3 Data from Daisy Green and guidance from the HCA Additionality Guide (2014) has been used to make these adjustments.
- The gross figure has been reduced by **30%** to take into account leakage. This is based on data showing that **c70%** of Peggy Jean staff live in South West London and **c30%**

² Homes and Communities Agency (2014), Additionality Guide 4th Edition, London.
³ HM Treasury (2022) The Green Book.



staff live outside of South West London.

- The resultant figure has then been reduced by **25%** to take into account displacement. This is the recommended adjustment to make according to HCA Additionality Guide (2014) where there are likely to be limited displacement effects. This is expected to be the case here due to the size and nature of the restaurant relative to the wider offer within South West London.

2.4 Following these adjustments, it is estimated that Peggy Jean supports around **19 net direct 'local' FTEs on-site** as shown in Table 2.1.

2.5 It is likely that the supply chain expenditure of Peggy Jean and the household expenditure of these 'local' employees will support off site employment elsewhere in the South West London economy (i.e. indirect and induced employment) – this is called the 'multiplier effect'. Using guidance from the HCA Additionality Guide (2014) and Green Book (2022)⁴, it is estimated that Peggy Jean supports a further **10 FTEs** through such activity.

2.6 When these figures are combined it is estimated that Peggy Jean supports in the region of **29 net direct (on-site), indirect and induced (off-site) FTEs in South West London** as shown in Table 2.1 below.

Table 2.1 Peggy Jean Gross and Net Employment

	FTE Jobs
Gross Job Creation	36
Less Leakage (-30%)	25
Less Displacement (-25%)	10
Net On-Site Job Generation	15
Plus Multiplier Effects (1.5)	10
Net On-Site and Off-Site Job Generation	29

Source: Daisy Green, Manons, HCA Additionality Guide, Green Book.

GROSS AND NET WAGE SPEND

2.7 The direct on-site roles supported by Peggy Jean are all 'good' jobs that are accessible to

⁴ A regional multiplier of 1.5 has been used from the HCA Additionality Guide (2014) as there are expected to be 'average linkages at the Regional level'. Multipliers from the Green Book (2022) have not been used as a restaurant is considered a 'non-tradable' sector whereas the Green Book only focuses on 'tradable' sectors.



people with different qualification levels. Most roles are paid at or above the London Living Wage which, according to the Greater London Authority (GLA), is:

"...a voluntary, independently calculated hourly pay rate reflecting London's high cost of living, ensuring workers earn enough for essentials like housing, food, and transport for a decent standard of living⁵".

2.8 In total, Peggy Jean currently pays **£775k in gross direct wages for on-site staff per annum**. If this continues over the next decade this equates to in the region of **£6.6m** once adjusted to current values⁶.

2.9 To understand the 'local' impact, these figures have been adjusted as follows:

- The gross figure has again been reduced by **30%** to take into account leakage.
- The resultant figure has again been reduced by **25%** to take into account displacement as per the employment figures.

2.10 These adjustments illustrate that Peggy Jean currently pays in the region of **£407k in net direct wages for 'local' on-site staff per annum** as shown in Table 2.2 below. Over ten years this equates to around **£3.5m** for South West London following relevant adjustments.

Table 2.2 Peggy Jean Gross and Wage Spend (P/A)

	Wage Spend (P/A)
Gross Wage Spend	£775k
Less Leakage (-30%)	£543k
Less Displacement (-25%)	£407k
Net On-Site Wage Spend	£407k

Source: Daisy Green, Marrons, HCA Additionality Guide, Green Book.

3. ECONOMIC IMPACTS

GROSS VALUE ADDED

3.1 Peggy Jean contributes to Gross Value Added (GVA) which is the metric His Majesty's Government uses to measure the size of economies, sectors or industries at different scales.

⁵ Greater London Authority (2020).

⁶ This figure represents the 'Present Value' of the wage spend. The annual value has been taken over ten years with an annual discount of 3.5% assumed in line with HM Treasury Green Book Guidance (2022). This is a recognised approach for comparing costs which occur in different time periods and is based on the principle that the value society attaches to something changes over time.



(national, regional, sub-regional and local). The Office for National Statistics (ONS) formally define it as:

** the value generated by any unit engaged in the production of goods and services. It is the output of goods and services produced less the value of intermediate consumption, and is used to measure the contribution to the economy of each individual producer, industry or sector.*

3.2 Peggy Jean contributes to GVA by transforming raw ingredients and supplies into prepared meals and dining experiences. Inputs include the products, labour, expertise, and service provided, which create economic output beyond the cost of purchased food and beverages.

3.3 Based on a GVA per FTE figure of **£41,233⁷** for Richmond-upon-Thames's 'Accommodation and Food Services' sector, it is estimated that Peggy Jean currently generates **£1.5m in gross direct GVA from on-site activity each year in total**. If this continues over the ten years this translates to a contribution of **£12.6m** once adjusted to current values⁸.

3.4 To assess the 'local' impact, these figures have been discounted:

- A 25% discount has been applied for leakage. The HCA Additionality Guide (2014) recommends this adjustment where a high proportion of benefits are likely to be retained within a target area. This is expected to be the case here as Peggy Jean has high levels of local employment and supply chain expenditure as discussed later in this document.
- A 25% discount has been applied to the resultant figure for displacement. This is for reasons previously discussed.

3.5 These adjustments indicate that that Peggy Jean currently supports **c£825k in net direct GVA from on-site activity each year** as shown in Table 2.3 below. Over ten years this translates to **c£7m** in net direct 'local' GVA from on-site activity per annum.

3.6 The supply chain expenditure of Peggy Jean and the household expenditure of its on-site employees will again generate 'multiplier effects' in the economy in terms of GVA. Using the same multipliers as before it is estimated that Peggy Jean supports a further **c£413k** per annum from such activity equating to **£3.5m** over ten years once adjusted to current values.

3.7 Together these figures illustrate that Peggy Jean supports around **£1.2m in net direct (on-site), indirect and induced (off-site) GVA for South West London per annum** as shown in Table 2.3 below. This equates to **c£10.6m** over ten years once adjusted to current values.

⁷ Draws on data from the Office for National Statistics (2023). This includes the Business Register and Employment Survey and Regional GVA by Industry for Local Authorities Dataset.

⁸ This figure represents the 'Present Value' of the GVA. The annual value has been taken over ten years with an annual discount of 3.5% assumed in line with HM Treasury Green Book Guidance (2022). This is a recognised approach for comparing costs which occur in different time periods and is based on the principle that the value society attaches to something changes over time.



Table 2.1 Peggy Jean Gross and Net GVA (P/A)

	GVA (P/A)
Gross GVA	£1.5m
Less Leakage (-25%)	£1.1m
Less Displacement (-25%)	£825k
Net On-Site GVA Generation	£825k
Plus Multiplier Effects (1.5)	£413k
Net On-Site and Off-Site GVA Generation	£1.2m

Source: Daisy Green, Marons, HCA Additionality Guide, Green Book.

4. FISCAL IMPACTS

BUSINESS RATES

- 4.1 Beyond its economic impacts, Peggy Jean also generates fiscal benefits – these refer to the positive financial effects of the restaurant on public sector finances.
- 4.2 The most important from a 'local' perspective are business rate payments. These are taxes charged on non-residential properties, such as shops, offices, restaurants, hotels and warehouses among others. They are based on a property's rateable value, assessed by the Valuation Office Agency (VOA), and a multiplier set by His Majesty's Government.
- 4.3 These taxes are used to fund a wide range of essential services such as education, social care, and waste collection among others. Under retention schemes, local authorities keep a share of the rates they collect, creating an incentive to attract businesses and support local economic growth.
- 4.4 Based on data from Peggy Jean, it is estimated that the restaurant is liable for **£7,500 in Business Rates payments each year**. If this continues over the ten years, this translates to a contribution of **£64k** once adjusted to current values⁸.
- 4.5 Assuming that the London Borough of Richmond-upon-Thames retains 50% of these

⁸ This figure represents the 'Present Value' of the business rates payment. The annual value has been taken over ten years with an annual discount of 3.5% assumed in line with HM Treasury Green Book Guidance (2022). This is a recognised approach for comparing costs which occur in different time periods and is based on the principle that the value society attaches to something changes over time.



payments¹⁹, it is estimated that the restaurant contributes £3,700 to local services per annum or £60,000 over ten years following relevant adjustments.

WIDER TAXES

- 4.6 Peggy Jean also makes a meaningful contribution to public finances through a variety of other taxes.
- 4.7 Every customer transaction attracts value added tax (VAT), ensuring that a portion of consumer spending flows directly to Government. Alongside this, employment within the business generates income tax and National Insurance contributions from staff, as well as employer National Insurance, helping to fund essential public services and social security systems.
- 4.8 Profitable operations also result in corporation tax payments. In addition, the sale of alcoholic beverages brings indirect contributions through alcohol duty, while the procurement of soft drinks may incur sugar tax, aligning the business with wider public health objectives.
- 4.9 Beyond these core taxes, the restaurant participates in environmental and regulatory measures such as extended producer responsibility levies, which promote sustainability and waste reduction.
- 4.10 Figures provided by Peggy Jean indicate that the restaurant makes the following tax contributions each year (based on 2024/2025):
 - VAT: £359k.
 - Employer National Insurance: £100k.
 - Corporation Tax: £67k.
 - Alcohol Duty: £18k.
 - Sugar Tax: £1.6k.
- 4.11 These figures have not been checked or verified for accuracy.

5. WIDER IMPACTS

- 5.1 Peggy Jean generates a number of 'wider' impacts that are worth recognising:
 - Footfall: Peggy Jean is a well-established riverside restaurant that attracts around 40,000 customer per annum. Its distinctive riverboat setting and positive media coverage helps

¹⁹ Based on Guidance from HM Governments National Non-Domestic Rates Collected by Councils in England: 2021 to 2022 Technical Notes.



draw people to Richmond Riverside, increasing overall footfall.

- **Tourism:** The restaurant's unique setting and reputation draw visitors from outside Richmond. Tourists visiting Peggy Jean often spend money on other activities such as shopping, transport, and cultural attractions. This linked spending supports the wider local economy and strengthens Richmond's positioning as a visitor destination.
- **Placemaking:** Peggy Jean contributes to activating Richmond Riverside – an area that has undergone significant rejuvenation over the last decade. Its presence brings life to the waterfront, encouraging people to use public spaces and enjoy the river setting. This ongoing activity helps create a vibrant, welcoming environment and reinforces the riverfront as a focal point for social and leisure activity.
- **Safety:** By attracting people throughout the day and evening, the restaurant helps maintain a busy and well-used riverside area. This activity supports natural surveillance, improving safety and potentially reducing anti-social behaviour. Peggy Jean is also a levy payer to the Richmond Business Improvement District (BID) which makes regular investment in safety and surveillance.
- **Local Spending:** Peggy Jean has a strong focus on supporting local suppliers across South West London. In total the restaurant spends **c£515k** on suppliers each year, of which **c£228k** are located within six miles of its base in Richmond. This helps to sustain and support an ecosystem of like-minded businesses across the area.

6. COUNTERFACTUAL

6.1 This assessment shows that Peggy Jean delivers significant positive benefits to South West London. Peggy Jean:

- Currently employs **36** gross direct Full Time Equivalent (FTE) staff in total on-site.
- Is estimated to support in the region of **29** net direct (on-site), indirect and induced (off-site) FTE staff across South West London.
- Currently pays **c£775k** in gross direct wages for on-site staff per annum overall.
- Is estimated to pay **£407k** in net direct wages for 'local' on-site staff per annum. If this continues over the ten years, this equates to around **£3.5m** for South West London at current values.
- Currently generates **£1.5m** in gross direct GVA from on-site activity each year in total.



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- Is estimated to pay **£407k** in net direct wages for 'local' on-site staff per annum. If this continues over the ten years translates this equates to around **£3.5m** for South West London at current values.
- Currently generates **£1.5m** in gross direct GVA from on-site activity each year in total.



- Is estimated to support around £1.2m in net direct (on-site), indirect and induced (off-site) GVA for South West London per annum. This equates to £10.6m if this continues for a further ten years once adjusted to current values.
- Currently spends around £515k on suppliers each year in total.
- It is estimated that £228k of this is spent with suppliers with six miles of its base in Richmond, helping to sustain an ecosystem of likeminded businesses across the area.
- Generates a wide range of fiscal and wider benefits from business rates and corporation tax to footfall, activation and linked expenditure.

6.2 While the restaurant is successful in its current form, the owners advise that if its kitchen cannot remain in the pontoon basement the restaurant will no longer remain viable. This is because the kitchen would have to move onto the barge, which would:

- Reduce the amount of seating that can be provided in the restaurant.
- Limit the kitchen's use to spring and summer months when the weather is clear.
- Reduce its size impacting the numbers of meals that can be prepared.

6.3 This means that the current and anticipated economic impacts set out above are 'at risk'.

6.4 Based on evidence provided by Peggy Jean it is considered that this is a real risk given the riverfront has proven challenging for hospitality businessowners in the past. It is understood that the following operations have failed in this location in the past despite being subsidised by the pontoon owner:

- H2O.
- River Restaurant.
- College Barge.
- Terrace Restaurant.

6.5 It is also important to recognise that the hospitality and leisure sector has faced sustained cost pressures in recent years. Increases in the National Living Wage, almost 20% over two years, combined with higher employer National Insurance contributions have significantly raised payroll costs for a labour-intensive industry.

6.6 Broader inflationary trends have compounded these challenges. Food prices have risen by



more than 25% since 2021, and energy costs remain volatile, leaving operators with limited scope to absorb costs without adjusting prices. This comes at a time when discretionary spending is tightening, making price increases difficult and heightening competitive pressures.

6.7 Profitability across the sector has therefore weakened, with margins below pre-pandemic levels and insolvency rates rising. Many businesses are responding through workforce restructuring, automation, and streamlined offerings.

6.8 It is understood that if Peggy Jean were to close, the pontoon owner may have to close the pontoon itself as it relies on the income the restaurant provides. A wide range of river-based activities currently use the pontoon which generate significant social and public benefit. These include a range of boating activities organised by the Richmond Bridge Boat Club, London Comish Pilot Gig Club, Richmond Boating Centre, Bench Blisters, Jubilant Trust, Skerries 4 Schools, Thames Wherry Trust, Richmond Freewatersmen's Turnway Society and Skerry Friends among others.

7. SUMMARY TABLE

7.1 A summary table covering the main metrics assessed in this note is provided overleaf.



Table 7.1 Peggy Jean Gross and Net Impact Summary Table

	Employment	Wages	GVA
Gross P/A	36	£775k	£1.5m
Less Leakage	25	£543k	£1.1m
Less Displacement	19	£407k	£825k
Net On-Site Impact P/A	19	£407k	£825k
Net On-Site Impact – 10 Years	N/A	£3.6m	£7m
Plus Multiplier Effects P/A	10	N/A	£413k
Net On-Site and Off-Site Impact P/A	29	N/A	£1.2m
Net On-Site and Off-Site Impact – 10 Years	N/A	N/A	£10.6m

Source: Daisy Green, Marrons, HCA Additionalty Guide, Green Book



Produced By: Patrick Ransom – Economics Director at Marrons.

Produced For: Avison Young UK Limited and Daisy Green Food Limited

Produced When: December 2025

Note: This report has been prepared exclusively for the clients for the purpose agreed in our engagement. It is based on information provided by the client and other sources believed to be reliable at the time of preparation.

No responsibility or liability is accepted by Marrons or Shakespeare Martineau for any loss or damage arising from reliance on this report by any party other than the client. This document should not be disclosed or reproduced without prior written consent.

The findings and recommendations herein are specific to the scope and context defined in our agreement and may not be applicable in other circumstances.

Appendix B
Daisy Green Food Limited Visitor Estimations

Due to GDPR regulations, Daisy Green does not record the specific addresses of its visitors. However, based on team expertise and location estimates, it is determined that approximately 52.5% of visitor spending originates from individuals visiting the area. The table below shows the breakdown:

	Annual	Value over Length of lease	Notes
Annual revenue	1,793,583	84,449,428	Actual and grown at 4% per annum to account for inflation for length of lease
Percentage of visitor spend	52.5%	52.5%	Estimated from bookings
Visitor Revenue	941,631	44,335,950	
Average Spend Per Head	21.6	37.7	Average Spend Per Head by all visitors in Peggy Jean
Number of Visitors	43,552	1,175,915	An average of 113 tourist visitors every day to Peggy Jean

Appendix C

Daisy Green Food Limited River Activities Estimations

Owing to limited data regarding membership and subscription numbers for the respective clubs and charities, it is difficult to provide an exact count of users within each organisation. Nevertheless, approximate figures are outlined below. It is estimated that the actual number of users falls between 400 and 500, accounting for individuals who may hold memberships in multiple organisations.

The precise number of river activities conducted from Peggy Jean has not been formally recorded. However, we have estimated this figure by multiplying the number of members by the average number of river activities completed per person and accounting for the number of weeks participants engaged in these activities each year. It is recognized that activity frequency tends to be higher during warmer months compared to cooler periods. The table below shows the annual number of people who have had access to the river, as well as projections for the rest of the lease period. It does not account for any growth, even though we believe these numbers have been increasing

Boat Club	Estimated Members	Annual			Lease duration (27 years)
		Average activities per week	Weeks operating per annum	Annum activities	Lifetime activities
LCPGC	125	1	48	6,000	162,000
RBBC	125	1	48	6,000	162,000
14th Richmond Boating Centre	30	1	48	1,440	38,880
Bench Blisters	40	1	48	1,920	51,840
Jubilant trust	20	1	48	960	25,920
Skerries 4 Schools	20	1	48	960	25,920
Thames Wherry Trust	20	1	48	960	25,920
Richmond Freewatermans Turnway Society	12	1	48	576	15,552
Skerry friends	20	1	48	960	25,920
Individuals	40	1	48	1,920	51,840
Total	452			21,696	585,792

Open statement from MARK EDWARDS MBE , boatbuilder , Bridge Boathouses, Riverside , Richmond, TW9 1TH relating to :

APP/L5810/C/23/3333609 Turk's Pontoon , Richmond TW9 1TH Public Inquiry 13 -15th January 2026

PAST

My first association with the “Shore “ at Richmond begun back in 1972 when I was employed in the letting of boats and their repair . I went on to set up my own boatbuilding business at Hampton in 1980 . In 1992 Michael Turk who had acquired 3 of the 4 Bridge Boathouses invited me to rent them and run the boat letting business . He had in around 1989 gained permission to establish the present pontoon on a mooring below the bridge for boat letting . In around 1994 permission was further granted to moor the historic Jesus College, Oxford Barge as a restaurant alongside the pontoon sharing the access brow and providing an area of the pontoon for 2 /3 tables . In the ensuing years I bought from Turk's the boathouses ashore and was issued in 2003 a new 15 year lease for the remaining $\frac{3}{4}$ of the pontoon for boat related use . After the sinking of the pontoon and the removal of the barge Richard Turk kindly allowed me to use the whole of the pontoon until it was removed for its re-fit .

PRESENT

On the return of both barge and pontoon I negotiated the use of the outboard landing , the up and downstream ends and an enclosed storage area (c 10 sq. m) for £6000+VAT per annum . This allowed me to let the store to the 14th Richmond Scout Boating Centre for £1500 pa . I then let similar charities providing fixed seat rowing experience to use the extensive landing and its access to moorings downstream , the Jubilant Trust , Skerries 4 Schools and London Cornish Pilot Gig Club and other clubs , Richmond Bridge Boat Club , Bench Blisters (magistrates boat club) , Thames Wherry Trust and some 12 other rowing boats all used on a regular basis . This facility is of very great value to the whole boating community and I am very appreciative of Turk's offer to continue to allow us all to use the facility if they can .

FUTURE

All the users are in one way or another customers of mine and I believe would really value the continuation of this facility . We are very aware that if permission for the present arrangement can not be agreed that the whole pontoon will need

to go. This will be particularly devastating for the main charities who boat young and less able bodied people who really value the provision . The main areas of complaint was with canopies and side screens that has been addressed and no longer cause a problem .

Specifically the removal of the canopies and side screens at the upper end which obscured views of the river from the boat clubs and my boat hire has proved perfectly acceptable . The use of the upper deck, without parasols or canopies, by customers is not generally a problem and its complete removal would mean the loss of the charities store-room . There has always been a raised store at this end of the pontoon used for boat use so we strongly oppose this loss . I would on this point and the continued use of the pontoon by the unpowered boating community direct the Inquiry and Council planners to their own policies to help retain precisely this , (L.B.RuT Local Plan , 21/100 et al) . I along river users are very aware that such good facilities on a tidal part of the river are expensive to construct and fees have to be paid to the Port of London and the Crown Estate who own the bed of the river here .

I have personally invested much time and money in the fitting out of the store area , the decking of the 1 m wide landing area and the structures at both ends giving access to moorings downstream and providing a mooring for the scout service launch and the boat hire safety boat upstream . Some of these structures are subject to enforcement orders for their removal and therefore I request our boating use is regarded as mitigation of this infringement .

Richard Turk has kindly undertaken to issue a benevolent lease for the areas I presently rent as long as he is able to do so . This would be very valued by all present users . I undertake to set up a separate limited company for the management of this facility for the whole river community in unpowered craft . I do stress this is for unpowered boating which has increased massively over the past 30 years on Richmond's very special shoreline . In 1992 only my traditional boat hire and the 14th Richmond Scout Boating Centre were active and it is in a large part due to Turk's pontoon facility that there is now so much activity in recreational boats .

Mark Edwards 16/12/2025