

In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the seventeenth day of October.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Andium Homes Limited in relation to Le Squez Phase 4. Le Squez Road, St Clement, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002**

relating to the development of Le Squez Phase 4, Le Squez Road,
St Clement

Dated *14th October* 2016

The Chief Officer for the Environment (1)

Andium Homes Limited (2)

DATE

14th October

2016

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ ("**the Owner**")

RECITALS

- 1 The Owner warrants that by virtue of Schedule 1 Part 25 to the Social Housing (Transfer) (Jersey) Regulations 2014 it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owner submitted an application (accorded the reference P/2016/0791) for planning permission for the Development.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 25 August 2016 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Affordable Housing"	residential accommodation for renting or accommodation for purchase, by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey;
"Affordable Housing Gateway"	a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to Eligible Persons;
"Affordable Housing Unit"	any one of the Dwelling Units to be constructed on the Site as part of the Development to be let by an Approved AHP to Eligible Persons at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms, or sold to Eligible Persons, the sale being carried out in accordance with an Assisted Ownership Scheme;
"Assisted Ownership Scheme"	a sales mechanism approved by the Minister for Housing in writing such scheme to include sale details of the

	mechanism to restrict the ownership of the Affordable Housing Unit to Eligible Persons;
"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Demolish existing buildings. Construct 17 No. one bedroom, 42 No. two bedroom and 92 No. three bedroom affordable housing flats with associated community facilities, car parking, stores and landscaping.." and given the reference P/2016/0791;
"Approved AHP"	<p>An Approved Affordable Housing Provider which is:</p> <ul style="list-style-type: none"> i. the Owner; ii. the Public; iii. a parish; or <p>when discharging their function of providing Affordable Housing having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing;</p>
"Approved Funder"	(a) A funder who is approved by the Treasury Minister in the States's role as guarantor of the Owner pursuant to the Social Housing (Transfer) (Jersey) Law 2013; or

	<p>(b) Any financial institution which shall, with the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed), provide monies to the Approved AHP to enable it to proceed with the acquisition and/or development of that part of the Site which is to be used for the Social Rented Affordable Housing Units; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Chief Officer shall be deemed not to be unreasonably withheld if:-</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Chief Officer that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business; or</p> <p>(ii) the proposed Approved Funder fails or refuses to produce to the Chief Officer any information or documentation or independent confirmation of its status which the Chief Officer may reasonably request;</p>

<p>"Bus Shelter Contribution"</p>	<p>the sum of fifteen thousand pounds (£15,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for a bus shelter in or in the environs of the Site;</p>
<p>"Commencement"</p>	<p>the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;</p>
<p>"Cycleway Contribution"</p>	<p>the sum of ten thousand pounds (£10,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the construction of accesses from the Site to connect East and West to the Eastern Cycle Network, including link sections to the Eastern Cycle Network;</p>
<p>"Development"</p>	<p>the development of the Site as set out in the Planning Permit;</p>
<p>"Dwelling Unit"</p>	<p>a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;</p>
<p>"Eastern Cycle Network"</p>	<p>the cycle network area referred to in Policy TT3 of the Island Plan;</p>

<p>"Eligible Person"</p>	<p>shall mean persons who are :</p> <p>(a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or</p> <p>(b) otherwise meet the general objectives of the Owner as set out and agreed in the Memorandum of Understanding entered into between the Owner and its guarantor on 22nd July 2014; or</p> <p>(c) certified by the Minister for Housing at all times acting reasonably consistently with the discharge of their housing function as being eligible to reside in the Affordable Housing Units;</p>
<p>"Family Member"</p>	<p>a member of the family of an Eligible Person and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;</p>
<p>"GST"</p>	<p>goods and services tax under the Goods and Services Tax (Jersey) Law 2007;</p>
<p>"Index"</p>	<p>the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;</p>
<p>"Interest"</p>	<p>interest at three per cent above the</p>

	base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Minister for Education"	the Minister for Education, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
"Minister for Housing"	the Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
"Minister for Infrastructure"	the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time;
"Occupation, Occupy and Occupied"	occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction,

	fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"the Owner"	the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;
"Plan"	the plan of the Site numbered 4978/01 Revision B Location Plan and dated June 2013 attached at the First Schedule to this Agreement;
"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Relevant Land"	that part of the Site comprising the Affordable Housing Units;
"Royal Court"	the Royal Court of the Island of Jersey;
"Samares Primary Contribution"	the sum of eighteen thousand pounds (£18,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Education towards covered cycle and scooter storage at Samares Primary School;

"SHU"	the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
"Site"	Le Squez Phase 4, Le Squez Road, St Clement, as shown edged by a thick black line on the Plan;
"Social Rental Terms"	means terms that are approved by the Minister for Housing.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time

being made, issued or given under that Law or deriving validity from it.

- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) the Commencement of Development

save for the provisions of Clauses 10, 11 and 13 which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

8 MISCELLANEOUS

8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

8.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.

8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or

(without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.

- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.

8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the

agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

14 GOODS AND SERVICES TAX

14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

15 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE

The Plan



SECOND SCHEDULE

The Planning Permit

Department of the Environment
Planning and Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508



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In accordance with Article 19(8) of the Planning and Building Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

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This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to GRANT permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish existing buildings. Construct 17 No. one bedroom, 42 No. two bedroom and 92 No. three bedroom Affordable Housing flats with associated community facilities, car parking, stores and landscaping. 3D model available.

To be carried out at:

Le Squez Phase 4, Le Squez Road, St. Clement.

Permission has been granted having taken into account the relevant policies of the approved Island Plan (revised 2014), together with other relevant policies and all other material considerations, including the consultations and representations received.

In addition, the representations raised to the scheme on the grounds of increase in traffic generation, insufficient parking; overdevelopment; loss of light; loss of privacy and overbearing have been assessed. However, it is considered that the proposal accords with the terms of Policy GD1 of the 2011 Island Plan (Revised 2014) in that it does not unreasonably harm the amenities of neighbouring users nor will it lead to unacceptable problems of traffic generation, safety and parking.

INFORMATIVE 1

Given comments received during the assessment of the application, the

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States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

INFORMATIVE 2

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:

<http://www.gov.je/industry/construction/pages/constructionsite.aspx>

INFORMATIVE 3

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:

http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

INFORMATIVE 4

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

INFORMATIVE 5

Consideration to be given to SUDS with respect to surface water disposal in accordance with Island Plan Policies NR1, NR2 and LWM3.

INFORMATIVE 6

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

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INFORMATIVE 7

The applicant's attention is drawn to the consult response from the Operational Services Section of Department for Infrastructure dated 29th July 2016 regarding drainage works.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within five years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. Prior to commencement of the development hereby approved, a **Demolition/Construction Environmental Management Plan** shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
 - A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
 - B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
 - C. Details of any proposed crushing/ sorting of waste material on site;
 - D. Specified hours of working.
2. Waste management shall be implemented in full accordance with the approved **Waste Management Strategy**. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.
3. Prior to commencement of the development hereby approved, a **scheme of landscaping** shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide

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details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
- vi) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

4. No part of the development hereby approved shall be occupied until all hard and soft **landscape works** as indicated on the approved plan have been **carried out in full**. Following completion, the landscaping areas shall be thereafter maintained as such.

5. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, **recycling** and disposal of **refuse** are completed in accordance with the approved plans, and thereafter be retained and maintained as such.

6. All dwelling units hereby approved shall have an accessible **electric outlet for recharging electric vehicles** off-street. Before the first occupation of any dwelling, precise details of the proposed location of each electric outlet shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented in full and retained and maintained as such.

7. Notwithstanding the provisions of the Planning and Building (**General Development**) (**Jersey**) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken without express planning permission first being obtained from the Department of the Environment:

- Extension to the dwelling (to include a conservatory);
- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof;
- Erection of a porch, and
- Any windows or dormer windows.

8. The windows and doors of the proposed development shall be **set back**

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a **minimum of 75mm** from the edge of the render around the window and door openings. The windows are to be multi-pane and all windows and doors are to be constructed of powder coated aluminium unless otherwise agreed in writing with the Department of the Environment

9. Prior to the first commencement of any superstructure works on site, **samples of all the materials** to be used in the construction of the new development shall be submitted to and approved in writing by the Department of the Environment. The retained architect for the scheme is to specify all materials including windows, downpipes, hoppers, gutters, railings, roof materials, render finish and road/footpath/driveway surfacing. The approved scheme shall be implemented in full and shall be retained and maintained as such.

10. Unless otherwise agreed in writing with the Minister for Planning and Environment, the **architect for the development as approved shall be retained** for the duration of the construction period. The architect (or another architect approved by the Minister for Planning and Environment in writing before engagement), shall provide written confirmation to the Department of the Environment of the standard of construction for each dwelling unit prior to first occupation, together with a written endorsement/confirmation of the satisfactory final completion of the scheme.

11. Within 6 months of the route for the **Eastern Cycle Path** through the site known as Le Squez Phase 4, being agreed by Department for Infrastructure, or other relevant Highway Authority, the Cycle Path shall be provided and thereafter retained and maintained unless otherwise agreed to in writing by the Department.

12. No part of the development hereby approved shall be occupied until the proposed windows in the north elevation of Block B and the east elevation of Block A are fitted with **graduated obscure glass** as indicated on approved drawings 4978/025A and 4978/027B. Once implemented, the graduated obscure glazing shall be maintained as such thereafter.

13. Prior to the development being brought into first use, **visibility splays** shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.

14. No part of the development hereby approved shall be occupied until the **vehicular manoeuvring area** and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

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15. Prior to first occupation the hereby approved **bus stop** shall be installed and fitted with fully operational real time display and thereafter maintained unless otherwise agreed to in writing by the Department of the Environment.

16. Prior to commencement of the development hereby approved, drawings to a scale of no less than 1:100 shall be submitted to and approved in writing by the Department of the Environment/Department for Infrastructure for the following details:

- i. **Cycle route signage**
- ii. **Cycle route lining**
- iii. **Cycle route surface finish**

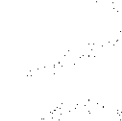
The approved cycle route shall be implemented in full, retained and maintained as such unless otherwise agreed to in writing by the Department.

17. Prior to the commencement of development a **full travel plan** shall be submitted to and approved in writing by the Department of the Environment. The approved travel plan shall be implemented in full and thereafter maintained unless otherwise agreed to in writing by the Department.

Reason(s):

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
2. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
3. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
5. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
6. So as to accord with the provisions of Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

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7. To enable the Department of the Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
8. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011 (Revised 2014).
9. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
10. To safeguard the visual amenities of the area and to ensure the use of appropriate detailing in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011 (Revised 2014).
11. In accordance with Policy TT3 of the Adopted Island Plan 2011 (Revised 2014).
12. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
13. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
14. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
15. In the interests of promoting sustainable patterns of development, in accordance with Policies GD1, TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
16. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
17. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

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FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

The following plan(s) has/have been approved:

- 1-Location Plan 4978/01
- 2-Proposed Site Plan 4978/010E
- 3-Proposed Strip Elevations 4978/011A
- 4-Proposed Ground Floor Plans 4978/015B
- 5-Proposed First Floor Plans 4978/016B
- 6-Proposed Second Floor Plans 4978/017B
- 7-Proposed Third Floor Plans 4978/018B
- 8-Proposed Fourth Floor Plans 4978/019B
- 9-Block A North and East Elevations 4978/025A
- 10-Block A South and West Elevations 4978/026
- 11-Block B North Elevations Exterior and Podium 4978/027B
- 12-Block B East Elevations Exterior and Podium 4978/028B
- 13-Block B South Elevations Exterior and Podium 4978/029A
- 14-Block B West Elevations Exterior and Podium 4978/030A
- 15-Block C North Elevations Exterior and Podium 4978/031
- 16-Block C East Elevations Exterior and Podium 4978/032
- 17-Block C South Elevations Exterior and Podium 4978/033
- 18-Block C West Elevations Exterior and Podium 4978/034
- 19-Block D North Elevations Exterior and Podium 4978/035
- 20-Block D East Elevations Exterior and Podium 4978/036
- 21-Block D South Elevations Exterior and Podium 4978/037
- 22-Block D West Elevations Exterior and Podium 4978/038
- 23-Typical Flat Layouts sheet 01 4978/040A
- 24-Typical Flat Layouts sheet 02 4978/041A
- 25-Typical Flat Layouts sheet 03 4978/042A
- 26-Typical Flat Layouts sheet 04 4978/043A
- 27-Typical Flat Layouts sheet 05 4978/044A
- 28-Proposed Section and Elevation of Obscured Glass 4978/068
- 29-Plan-Bin Store Layout 4959/42
- 30-Design Statement
- 31-Transport Assessment and Outline Travel Plan - Aug 2016

DECISION DATE: 25/08/2016

THIRD SCHEDULE
The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

AFFORDABLE HOUSING

- 2 Subject to the Fifth Schedule each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used other than for Affordable Housing.
- 3 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons who must also meet any additional allocation criteria applied for the time being by the SHU or the Minister for Housing.
- 4 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be used or Occupied by Eligible Persons and their Family Members in pursuance of arrangements made between the occupier of each such unit of accommodation and the Approved AHP.
- 5 Subject to the Fifth Schedule, none of the Affordable Housing Units shall be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 6 Affordable Housing Units may only be sold or transferred to Eligible Persons on an individual unit basis in the following circumstances:

- 6.1 the sale being carried out in accordance with an Assisted Ownership Scheme;
 - 6.2 the relevant Affordable Housing Unit shall not be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 7 No Affordable Housing Unit sold or purchased in accordance with paragraph 6 shall be used or Occupied other than in accordance with an Assisted Ownership Scheme.

BUS SHELTER

- 8 To pay the Bus Shelter Contribution to the Treasurer of the States prior to the Occupation of the Development.
- 9 Not to Occupy the Development until such time as the Bus Shelter Contribution has been paid to the Treasurer of the States.

CYCLEWAY CONTRIBUTION

- 10 To pay the Cycleway Contribution to the Treasurer of the States prior to the Occupation of the Development.
- 11 Not to Occupy the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

SAMARES PRIMARY SCHOOL

- 12 To provide and install to the reasonable satisfaction of the Minister for Education a shelter for up to 10 cycles and 30 scooters at Samares Primary within six months of the Commencement of the Development.
- 13 Not to Occupy the Development until such time as a shelter for up to 10 cycles and 30 scooters at Samares Primary has been provided and installed to the reasonable satisfaction of the Minister for Education.

Or, in the alternative, to 12 and 13 above at the Owner option:-

- 14 To pay the Samares Primary Contribution to the Treasurer of the States within six months of the Commencement of the Development.
- 15 Not to Occupy the Development until such time as the Samares Primary Contribution has been paid to the Treasurer of the States.

LINK TO EASTERN CYCLE NETWORK

- 16 Subject to acquiring the necessary land to enable it so to do, to ensure that links to the Eastern Cycle Network to the West and the East via Les Burons can be made, subject also to Minister for Infrastructure securing the relevant landowner consent, such links to be provided prior to the Occupation of the Development. In the event that the Owner does not acquire the necessary land or the Minister for Infrastructure is unable to secure the relevant landowner consent prior to the Occupation of the Development this obligation shall fall away and have no effect.

FOURTH SCHEDULE
Chief Officer's covenants

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, to provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed.

2. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.

3. The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

FIFTH SCHEDULE

Cessation of Obligations

1. Where an Approved Funder is the holder of a judicial hypothec charged upon that part of the Site comprising the Relevant Land in accordance with the provisions of the "Loi (1880) sur la Propriété Foncière" to secure the repayment of monies loaned to the Approved AHP to enable it to proceed with the acquisition and/or development of the Affordable Housing Units and the Approved AHP is in default then the Approved Funder may do the following:
 - a. Such Approved Funder having obtained an "acte Vicomte chargé d'écrire" for repayment of the debt secured by such hypothec against the Relevant Land, offer to the Public of the Island (for the purposes of this Fifth Schedule, the "Public") by notice in writing given to the Minister for Treasury and Resources within fourteen days of the grant of such Acte Vicomte chargé d'écrire the option (exercisable within the six months following the service of such notice) of taking a hereditary transfer of the Relevant Land in the event that the Approved Funder takes tenure of the Relevant Land in any ensuing dégrèvement on the terms set out in paragraph 2 below.
 - b. In the event that the Approved AHP becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 offer to the Public by notice in writing given to the Minister for Treasury and Resources the option (exercisable within the six months following the service of such notice) of taking an assignment from the Approved Funder of all of its rights in the debt due to the Approved Funder by the Approved AHP secured by such hypothec, provided that:
 - i. unless and until the insolvency procedure of dégrèvement is abolished and is not replaced by any insolvency procedure entitling the holder of a hypothec to realise that security by bringing

proceedings for the vesting in it of the property upon which the hypothec is secured this paragraph will only apply in respect of bankruptcy proceedings which have been initiated by the Approved AHP or any third party including the Public but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder; and

- ii. during the six months following the service of the option notice referred to in this paragraph, the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings.
2. If the Public exercises the option pursuant to paragraph 1(a) and takes such transfer of the Relevant Land, the Public will be substituted for the Approved AHP in respect of the debt and obligations secured by the hypothec and will discharge:-
 - a. all amounts due thereunder at the date of transfer forthwith; and
 - b. all continuing obligations of the Approved AHP to the Approved Funder under the debt and obligations secured by the hypothec as they fall due.
3. If the Public exercises the option pursuant to paragraph 1(b) , the Approved Funder will assign to the Public all its rights in the debt due to the Approved Funder secured by the hypothec and in the hypothec itself and the Public will discharge to the Approved Funder all sums due in respect of the said debt and hypothec as at the date of assignment.
4. Where the Public, having been offered an option in accordance with either of paragraphs 1(a) or 1(b) of this Schedule, does not accept the option within the period specified for its acceptance, the provisions of Schedule 3 concerning the Affordable Housing Units shall cease to apply to the Relevant Land and the Chief Officer shall as soon as

practicable following the said provisions ceasing to have effect as aforesaid issue to the Approved Funder and or the owner of the Relevant Land a formal written acknowledgement of the same.

Signed on behalf of the Chief Officer:

[Redacted Signature]

Name and Position: ... KEVIN PILLEY, DIRECTOR.

in the presence of

[Redacted Name]

Name and Position: ... Ginny Puffell, Planner...

this 14 day of October 2016

Signed on behalf of the Owner

[Redacted Signature]

Name and Position: ... JOHN C HAMON, FINANCE DIRECTOR.

[Redacted Name]

Name and Position: ... MIKE POWELL, HEAD OF OPERATIONS.

this 7th day of OCTOBER 2016