

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twelve, the twenty-fifth day of September.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, Nasher Limited and HSBC Bank PLC in relation to the development of the former Jersey Pottery, Fernleigh and Glenmore, Grouville, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

L1301-694--



**Planning Obligation Agreement under Article 25 of the  
Planning and Building (Jersey) Law 2002**  
relating to the development of the site of the former Jersey  
Pottery, Fernleigh & Glenmore, Gorey Village, Grouville

Dated :

25<sup>th</sup> September

2012

The Minister for Planning and Environment (1)

Nasher Limited (2)

HSBC Bank plc (3)

L1301-695--



DATE

25<sup>th</sup> September

2012

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey, JE2 4US ("the Minister")
- (2) Nasher Ltd of 13-14 Esplanade, St Hélier, Jersey, JE1 1BD ("the Owner")
- (3) HSBC Bank plc Corporate and Commercial Centre Bermuda House Green Street St Helier Jersey ("the Hypothecator")

**RECITALS**

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site.
- 3 The Hypothecator has an interest in the Site owned by virtue of the registration of a judicial hypothec over the Site by act of the Royal Court of Jersey dated 30 March 2012.
- 4 The Owner submitted the Application to the Minister and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement and without such the Minister would not be so minded
- 5 The parties acknowledge that this Agreement is legally binding
- 6 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:

"the Application"		means the application for planning permission in respect of the Site by the Owner with the description of development as 44 No. houses and garages and 18 No. apartments with semi-basement car park and given the reference P/2011/1403 by the Minister
"Bus Shelter Contribution"		means the sum of six thousand pounds (£6,000)

L1301-696--



		(subject to the provisions of the Third Schedule) (which is to include supervision technical administrative and procedural costs) payable by the Owner for the provision by TTS of the Bus Shelter Facilities
"Bus Shelter Facilities"		means the erection of one bus shelter by TTS on La Rue a Don
"Commencement"		means the date on which any operation (but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works) 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
"Completion"		means completion of the Development as such completion shall be evidenced by the issue of a certificate of completion by the Minister pursuant to Article 28 of the Law (and "Completed" shall be construed accordingly)
"Development"		means the Development of the Site in accordance with the Planning Permit
"Dwelling Unit"		means a residential unit, including an apartment, forming part of the Development to be constructed pursuant to the Planning Permit
"Eastern Cycle Way Route"		means the cycle route established by the Public of Jersey to serve cyclists coming to and going from the east of the Island
"Eastern Cycle Way Route Contribution"		means the sum of Ten Thousand Pounds (£10,000) (subject to the provisions of the Fifth Schedule)
"Footpath Works"		means those works to be carried out by the TTS Minister in respect of a roadside footpath/cyclepath on land of the Public of Jersey

L1301-697--



"Footpath Works Contribution"		means a sum ( which is to include supervision technical administrative and procedural costs) to be agreed between the Owner and the TTS Minister which is to be paid by the Owner to the TTS Minister towards the carrying out by the TTS Minister of the Footpath Works but which shall not exceed ) Fifty Thousand Pounds (£50,000)
"Grouville School"		means Grouville School, Grouville, Jersey
"Grouville School Contribution"		means the carrying out by the Owner at Grouville School of the Grouville School Works and the provision to Grouville School of the Mini Bus
"Grouville School Works"		means the construction at Grouville School Grouville Jersey of an outdoor learning and performing stage
"GST"		means goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Index"		means the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
"Interest"		means interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Law"		means the Planning and Building (Jersey) Law 2002.
"Minibus"		means a new minibus of a value of Twenty Five Thousand Pounds (£25,000) or such greater sum as shall be determined by the Owner at its absolute discretion
"Occupation Occupy and Occupied"		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or

L1301-698--



		decoration or occupation for marketing or display or occupation in relation to security operations.
"Percentage for Art Contribution"		means the Grouville School Contribution and the Work of Public Art and Craft Contribution.
"Planning Permit"		means the planning permission for the Development as applied for and described in the Application a copy of which is attached at the Second Schedule.
"Royal Court"		means the Royal Court of the Island of Jersey.
"Site"		means all that property of the Owner described in the First Schedule
"Travel Plan"		means a travel plan for the Development based upon and incorporating the objectives, targets, measures and initiatives for encouraging walking and cycling as described in the Travel Plan Framework, as approved by the TTS Minister
"Travel Plan Framework"		means the draft travel plan contained in the Fourth Schedule
"Travel Plan Coordinator"		means a person appointed by the Owner and charged with the responsibilities set out in the Fourth Schedule and the Travel Plan for identifying and co-ordinating the implementation of measures in the Travel Plan designed to reduce travel to and from the Development by private motor car and dependence on the private motor car
"TTS Minister"		means the Minister for Transport and Technical Services
"Work of Public Art or Craft"		means a work or works of art visible to the general public whether as part of a building or free standing including where appropriate sculpture street furniture lighting effects paving railing and signs landscaping and/or architectural detailing

L1301-699--



"Work of Public Art or Craft Contribution"		means the establishment on the Development by the Owner of a Work of Public Art or Craft

## 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 Minister 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 Minister against the Owner.

## 4 CONDITIONALITY

This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

## 5 THE OWNER COVENANTS

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

## 6 THE MINISTER'S COVENANTS

The Minister covenants and agrees with the Owner as set out in the Sixth Schedule.

L1301-700--



## **7 PUBLIC REGISTRY OF CONTRACTS**

The Minister 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** The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 8.2** Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister 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 Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.3** Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to the address of the Owner referred to above or as otherwise notified for the purpose by notice in writing.
- 8.4** 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.
- 8.5** 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 by any statutory procedure or expires prior to the Commencement of Development;
- 8.6** 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.
- 8.7** 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.
- 8.8** 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law
- 8.9** Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of Grouville (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes

L1301-701--





- 8.10** 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 8.11** 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
- 8.12** All communications and notices served or made under this Agreement shall be in writing.

## **9 WAIVER**

No waiver (whether expressed or implied) by the Minister 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 Minister 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 Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan but this obligation shall not extend to the disposal by the Owner of each Dwelling Unit to a purchaser for his own or his family or his tenant's Occupation.

## **11 HYPOTHECATOR'S CONSENT**

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes ownership of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

## **12 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.

## **13 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.

## **14 GST**

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

L1301-702--



**14.2** If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed 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 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.

**16 JURISDICTION**

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

L1301-703--



**FIRST SCHEDULE****Details of the Owner's Title, and description of the Site**

All the immovable property to which the Owner has right by the following two hereditary contracts:-

1. A contract of purchase from Jersey Pottery Limited passed before the Royal Court of Jersey on the 27 May 2011
2. A contract of purchase from D. B. Developments Limited passed before the Royal Court of Jersey on the 27 May 2011

L1301-704--



SECOND SCHEDULE

**The Planning Permit**

L1301-705--



**THIRD SCHEDULE****The Owner's Covenants with the Minister**

The Owner in regard to the Site covenants agrees and undertakes:

**BUS SHELTER**

1. Not to Commence the Development until the Bus Shelter Contribution shall have been paid to the Treasurer of the States
2. To pay the Bus Shelter Contribution to the Treasurer of the States prior to the Commencement of the Development

**FOOTPATH**

3. Not to Commence the Development until the Owner has paid the Footpath Works Contribution to the Treasurer of the States.
4. To pay the Footpath Works Contribution to the Treasurer of the States prior to the Commencement of the Development

**TRAVEL PLAN**

5. Not to Occupy more than 50% of the Development until the Owner shall have secured the appointment of a Travel Plan Co-ordinator and maintain the post following Completion of the Development.
6. The Travel Plan Co-ordinator will have the duties and responsibilities set out in the Fifth Schedule.
7. Not to Occupy more than 50% of the Development until the Owner shall have prepared submitted to the Minister for his approval (in consultation with the TTS Minister) a Travel Plan.
8. Not to Occupy more than 50% of the Development unless and or until the Minister has approved the Travel Plan submitted to him in accordance with the preceding paragraph
9. To procure the implementation of the Travel Plan from the date from which more than 50% of the Development shall be Occupied and to provide that each owner of a Dwelling Unit shall be bound in their contracts of acquisition to comply with the terms of the approved Travel Plan in so far as it relates to such Dwelling Unit

L1301-706--



**Department of the Environment  
Planning & Building Services**  
South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0) 1534 445508  
Fax: +44 (0) 1534 445528

Ian McDonald  
Axis Mason Limited  
3 Mulcaster Street  
St Helier  
Jersey JE2 3NJ

Planning Application Number P/2011/1403  
Property Number 1956

Dear Sirs

<b>Application Address:</b>	Jersey Pottery, Gorey Village Main Road, Grouville, JE3 9EP.
<b>Description of Work:</b>	Demolish existing buildings. Construct 53 No. houses and garages. Model Available. AMENDED PLANS RECEIVED. AMENDED DESCRIPTION: Demolish existing buildings. Construct 62 No. units comprising 44 No. houses and garages and 18 No. apartments with semi-basement car park. AMENDED PLANS RECEIVED.

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Notice are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

**C. E. JONES**  
Senior Planning Officer  
direct dial: +44 (0) 1534 448464  
email: c.jones2@gov.je  
www.gov.je  
Encl.



**Department of the Environment  
Planning and Building Services**

South Hill  
St Helier, Jersey, JE2 4US  
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Planning Application Number P/2011/1403

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

### IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing buildings. Construct 53 No. houses and garages. Model Available. AMENDED PLANS RECEIVED. AMENDED DESCRIPTION:  
Demolish existing buildings. Construct 62 No. units comprising 44 No. houses and garages and 18 No. apartments with semi-basement car park. AMENDED PLANS RECEIVED.

To be carried out at:

**Jersey Pottery, Gorey Village Main Road, Grouville, JE3 9EP.**

### PLEASE NOTE

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

L1301-708--



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

### REASON FOR APPROVAL:

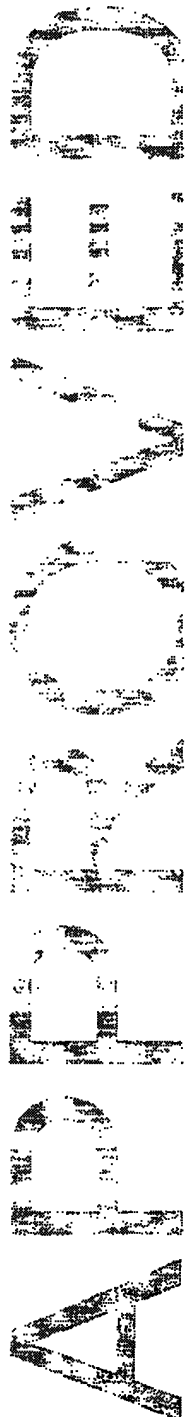
The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policies GD 1; GD 7 and H 6 of the 2011 Island Plan, in which the principles of residential development are acceptable in the Built-Up Area subject to criteria such as the suitability of the site to accommodate residential development without adversely impacting on amenities of both local residents and the area in general and with suitable access, parking and drainage arrangements available. In this case, the proposed residential development is regarded as acceptable because the design, siting and appearance of the dwellings are acceptable. They can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours, the development makes best use of previously developed land in accordance with the principles of sustainability and the development can provide suitable drainage and parking arrangements.

In addition, the representations raised to the scheme on the grounds of the unacceptable increase in traffic generation, the unacceptable impact on the amenities of the immediately adjoining local residents, the unacceptable design of the development and the effect on the character and appearance of the area has been assessed.

However, it is considered that the proposal accords with the terms of Policy GD 1 of the Adopted 2011 Island Plan, in that it does not have an unreasonable impact on the amenities of local residents or on the character of the area in general.

This application has been the subject of a Planning Obligation Agreement.

L1301-709--









# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

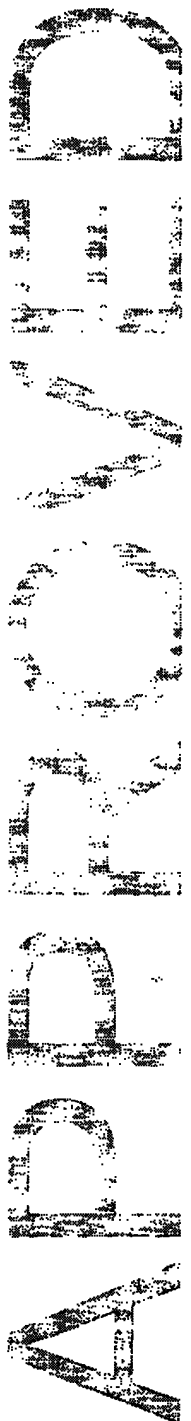
Demolition and Construction Environmental Management Plan shall thereafter be implemented in full until completion of the development and any variations agreed in writing by the Minister for Planning and Environment prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal and shall include:

- (i) A demonstration of compliance with best practice in relation to noise and vibration control and control of dust and emissions;
- (ii) Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
- (iii) Specified hours of working to be restricted to 0800-1800 Monday to Friday and 0800-1300 hours Saturdays with no working on Sundays or Public Holidays;
- (iv) Details of any proposed crushing/sorting of waste material on site ;
- (v) Parking of vehicles of site personnel, operatives and visitors;
- (vi) Loading and unloading of plant and materials, and
- (vii) Storage of plant and materials used in demolishing and then constructing the development.

9. 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 to the any of the dwellings hereby approved without express planning permission first being obtained from the Minister for Planning and 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;
- Any windows or dormer windows;
- Hard surfacing;
- Container for the storage of oil;

L1301-712--



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

- Satellite antenna, and
- Fences, gates or walls.

10. The garages to all the house types shall not be used for any purpose other than those incidental to the enjoyment of a dwelling house but not including use as living accommodation.

11. Prior to the first commencement of any superstructure works on site, precise details of the proposed boundary treatment arrangements (to include materials details and finishes) to serve the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

12. No development shall take place until an investigation of the site has been undertaken to quantify the type, extent and concentration of any soil contamination which may exist. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Minister for Planning and Environment. The results of the investigation shall be provided to the Minister for Planning and Environment and shall include recommendations for a scheme of remediation and foundation design, protection and implementation. The approved scheme shall be implemented in full and written evidence to confirm completion of the work provided to the Minister for Planning and Environment.

13. A work of art shall be delivered in accordance with the advice of the appointed Approved Art Advisor and the Percentage for Art Statement (States Reference P 2011 1043 Drawing BP) which has been submitted to and approved by the Minister for Planning and Environment. The work of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

14. 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 Minister for Planning and Environment of the standard of construction for each dwelling unit prior to first occupation, together with a written endorsement/confirmation of the satisfactory

L1301-713--



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

final completion of the scheme.

15. Before any development first commences on site, precise details of the proposed works to ensure that the impact on the aquatic environment downstream from the site is minimised during construction works to the pond and the culvert, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall then be undertaken in full.

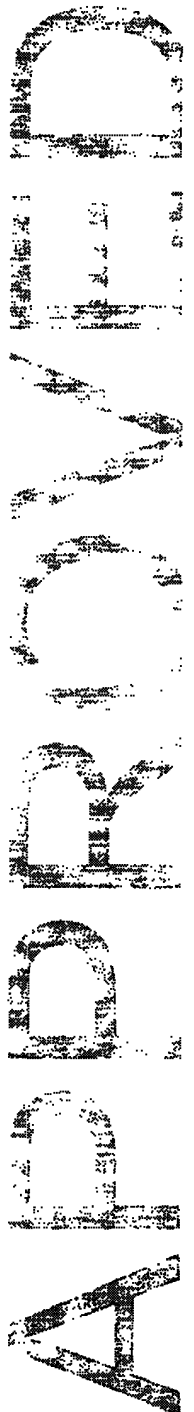
16. Before any development first commences on site, an additional temporary pond/receptor together with protective fencing arrangements for the safety of the existing European Toads on site shall be constructed in accordance with details of its location, construction and programme of working for the construction of the new pond/water feature and subsequent de-commissioning of the temporary pond/receptor shall have been submitted to and approved in writing by the Minister for Planning and Environment prior to its first erection.

17. No tree felling or hedge removal or any clearance works shall be undertaken between the period 1st March to 31st July in any calendar year unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Minister for Planning and Environment at least 5 working days in advance of any felling or clearance works.

18. The findings and required mitigation measures indicated in the submitted Ecology Assessment dated July 2012 (States Reference P 2011 1403 FT) shall be implemented in full .

19. All dwelling units hereby approved shall have an accessible electric outlet mounted on an external wall 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 Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

20. Before any development first commences on site, details of the precise location on site of a Separated Recycling Point together with the the facili



L1301-714--



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

be provided therein and maintenance arrangements, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be undertaken before the first occupation of any dwelling on site and shall thereafter be retained and maintained as such.

21. Before any development first commences on site, precise details of proposed pergola/carport details (to include materials and details of proposed planting arrangements) to be located over the proposed car parking areas to Plots 2-3; 11-12; 13-14; 15-16; 19-20; 25-26; 31-32 and 33-34 shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full before the development is first brought into use and thereafter retained and maintained as such.

### Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policies GD 1 of the Adopted Island Plan 2011
2. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
3. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.
4. To ensure a satisfactory form of development and continuing standard of amenities are provided and maintained in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.
5. To prevent trees on site from being damaged during building works in accordance with the requirements of Policy NE 4 of the Adopted Island Plan 2011.
6. To prevent hedges and hedgerows on site from being damaged during building works in accordance with the requirements of Policy NE 4 of the Adopted Island Plan 2011.
7. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM2 and LWM 3 of the

L1301-715--

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

Island Plan 2011.

8. To ensure that the development does not have an unreasonable impact on public health or the wider environment and to accord with Policies GD 1 and H 6 of the Adopted Island Plan 2011.

9. To enable the Minister for Planning and 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.

10. To safeguard the residential character of the neighbourhood and to ensure the provision of adequate off-street parking accommodation to avoid congestion of adjoining streets by parked vehicles in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

11. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

12. To ensure that the site is fully remediated before development takes place and that the buildings are suitably protected in accordance with the requirements of Policy GD 1 of the Adopted island Plan 2011.

13. So as to accord with the provisions of Policy GD 8 of the Adopted Island Plan 2011.

14. 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.

15. To ensure the retention of the aquatic environment downstream from the site during works to the pond and culvert in accordance with the requirements of Policy LWM 2 of the Adopted Island Plan 2011.

16. To ensure the protection of a recognised species in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

17. To ensure the protection of any nesting birds and any recognised species in accordance with the requirements of Policies GD 1 and NE 4

L1301-716-



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

Adopted Island Plan 2011.

18. To ensure the protection of all recognised species in accordance with the requirements of Policy NE 1 of the Adopted Island Plan 2011.

19. In accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

20. So as to accord with the requirements of Policy WM 1 of the Adopted Island Plan 2011.

21. 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.

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

A: Location Plan  
 B: Existing Site Plan  
 D: Proposed Demolition Site Plan  
 Strategy Site Plan  
 BN: Existing Tree Survey Site Plan  
 BR: Sustainability Report  
 BY: Standard Details  
 DQ: Site Constraints Diagram  
 DY: Plots 15 & 16 Elevations Sheef 1  
 EG: Plots 12, 13, 30 & 31 Elevations  
 EH: Plots 1 & 2 Elevations  
 EI: Units 45-62 Apartment Block Elevations  
 EJ: Plot 18 Elevations  
 EM: Plots 35, 36, 27 & 38 Elevations  
 EP: Plot 27 Elevations  
 EQ: Street Elevations AA & BB  
 ER: Sketch View 01  
 ES: Sketch View 02  
 ET: Sketch View 03  
 EU: Sketch View 04  
 EV: Sketch View 05  
 EW: Sketch Elevations Concept Sheet  
 EZ: Plots 39 & 40 Floor Plans

L1301-717--





# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

FA: Plots 8 & 9 Floor Plans  
 FE: Plot 18 Floor Plans  
 FF: Apartment Block Basement & Ground Floor Plans  
 FG: Apartment Block First Floor & Roof Plans  
 FJ: Plots 6 & 7 Floor Plans  
 FS: Design Statement  
 FT: Ecology Assessment  
 FU: Transport Statement  
 FV: Street Elevations CC & DD  
 FW: Landscape Statement  
 FX: Percentage for Art Statement  
 FY: Structural Design Intent Document  
 FZ: Drainage Philosophy & Calculation Package  
 GA: Surface Water & Foul Disposal  
 GB: Proposed Site Plan  
 GC: Proposed Parking Strategy Site Plan  
 GD: Proposed Refuse Strategy Site Plan  
 GE: Area Schedule  
 GF: Plots 3 & 4 Elevations  
 GG: Plot 5 Elevations  
 GH: Plot 34 Elevations  
 GI: Plots 22 & 26 Elevations  
 GJ: Plots 6 & 7 Elevations  
 GK: Plots 10, 11, 14, 32 & 33 Elevations  
 GL: Plots 15 & 16 Elevations Sheet 2  
 GM: Plots 17 Elevation  
 GN: Plots 19 & 20 Elevations  
 GO: Plots 28 & 29 Elevations Sheet 1  
 GP: Plots 28 & 29 Elevations Sheet 2  
 GQ: Plots 39 & 40 Elevations  
 GR: Plots 8 & 9 Elevations  
 GS: Plots 41, 42, 43 & 44 Elevations  
 GT: Plots 21, 22, 23 & 24 Elevations  
 GU: Plots 1 & 2 Floor Plans  
 GV: Plots 12, 13, 30 & 31 Floor Plans  
 GW: Plot 34 Floor Plans  
 GX: Plots 25 & 26 Floor Plans  
 GY: Plots 3 & 4 Floor Plans  
 GZ: Plot 5 Floor Plans  
 HA: Plot 17 Floor Plans

L1301-718--



Chief Executive Officer: ,



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1403

- HB: Plots 15 & 16 Floor Plans
- HC: Plots 10, 11, 14, 32 & 33 Floor Plans
- HD: Plots 19 & 20 Floor Plans
- HE: Plots 28 & 29 Floor Plans
- HF: Plot 27 Floor Plans
- HG: Plots 35, 36, 37 & 38 Floor Plans
- HH: Plot 41, 42, 43 & 44 Floor Plans
- HI: Plots 21, 22, 23, & 24 Floor Plans
- HJ: Proposed Landscape Site Plan

**If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.**

**If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.**

Signed for Director



L1301-719--



**EASTERN CYCLE ROUTE CONTRIBUTION**

10. Not to Commence the Development until the Eastern Cycle Route Contribution shall have been paid to the Treasurer of the States
11. To pay the Eastern Cycle Route Contribution to the Treasurer of the States prior to the Commencement of the Development

**PERCENTAGE FOR ART CONTRIBUTION**

12. Not to Occupy the Development until the Owner shall have discharged its obligation in respect of the Grouville School Contribution and the Work of Public Art or Craft Contribution
13. The Owner shall commission at its own expense a Work of Public Art or Craft to be sited on or in the vicinity of the Development subject to (a) a programme of implementation being agreed with and approved in writing, by the Minister and (b) the following being agreed with and approved in writing by the Minister as soon as reasonably practical following the execution of this Agreement:
  - (i) the design and materials for the Work of Public Art or Craft;
  - (ii) the proposed location of the Work of Public Art or Craft
  - (iii) the total cost of such Works of Public Art or Craft (to include the cost of materials, equipment, designs, construction, completion, erection, and all reasonable associated being Twenty Two Thousand Two Hundred and Forty Two Pounds (£22,242) or such greater sum as shall be determined by the Owner at its absolute discretion;
14. The Owner shall at its own expense arrange for the Work of Public Art or Craft to be erected at the location approved under paragraph 13 (ii) above before any Dwelling Unit is Occupied
15. The Owner shall procure in the case of the Work of Public Art or Craft that a proper legal framework for the inspection, cleaning, repair and maintenance in perpetuity by the party having responsibility in perpetuity for the communal infrastructure at the Development of the Work of Public Art or Craft is put in place before any Dwelling Unit is Occupied.
16. The Works of Public Art or Craft shall not be repositioned or removed from their approved siting except with the prior written permission of the Minister except for routine repair; maintenance or cleansing and then they shall be returned to their approved site within fourteen (14) days of such works having been completed.
17. The Owner shall commission at its own expense the Grouville School Work subject to (a) a programme of implementation being agreed with and approved in writing, by the Minister and (b) the following being agreed with and approved in writing by

L1301-720--



the Minister as soon as reasonably practical following the execution of this Agreement:

- (i) the design and materials for the Grouville School Works;
  - (ii) the proposed location of the Grouville School Works;
  - (iii) the total cost of such Grouville School Works (to include the cost of materials, equipment, designs, construction, completion, erection, and all reasonable associated being Thirty Thousand Pounds (£30,000) or such greater sum as shall be determined by the Owner at its absolute discretion;
18. The Owner shall at its own expense arrange for the Grouville School Works to be carried out at the location approved under paragraph 17 (ii) above before any Dwelling Unit is Occupied.
19. The Owner shall at its own expense provide to Grouville School the Mini Bus before any Dwelling Unit is Occupied.

L1301-721--



## FOURTH SCHEDULE

### Travel Plan Framework

#### 1. INTRODUCTION

##### 1.1 Background

- 1.1.1 It is proposed to redevelop the Site to deliver an exemplar of sustainable residential development
- 1.1.2 This Travel Plan Framework defines, in an integrated approach, how transport demand for the Site should be managed. It provides a framework within which the Travel Plan for the whole site should be developed.
- 1.1.3 The Travel Plan must provide a set of measures that when implemented will meet the objectives and targets set out in this Schedule. The measures are aimed at primarily improving travel choices for residents of the Development, but visitors to the Development will also benefit from the range of sustainable measures required to be implemented as part of the Travel Plan.
- 1.1.4 The Travel Plan must be in a form approved by the TTS Minister prior to Occupation of the Development. The Travel Plan may be amended from time to time, with the approval of the TTS Minister.
- 1.1.5 Implementation, monitoring and management of the Travel Plan will be the responsibility of the Owner. It will be funded by the Owner. A Travel Plan Co-ordinator will be appointed and maintained by the Owner in accordance with the Third Schedule to manage and implement the plan.
- 1.1.6 The Owner shall use its reasonable endeavours to procure that the Travel Plan Co-ordinator liaises with, reports to, attends whenever reasonable and proper so to do any meetings convened by the TTS Minister and cooperates whenever reasonable and proper so to do at all times with the TTS Minister and provides an annual update in writing to the TTS Minister on the progress of the Travel Plan and any problems or issues arising from or associated with access, parking and transportation and travel planning matters.

##### 1.2 Travel Plan Structure

The Travel Plan shall include details of the following:

- baseline study of existing travel patterns as at the first Occupation of a Dwelling Unit;

L1301-722--



- objectives and benefits to be secured by the Travel Plan;
- proposed arrangements for parking, servicing, refuse collection, deliveries, access and egress to all parts of the Development, disabled access and public transport;
- targets;
- measures;
- provisions for funding;
- provisions for monitoring, review and enforcement; and
- sanctions for non-compliance.

## 2. OBJECTIVES AND BENEFITS

### 2.1 Objectives

#### 2.1.1 The objectives of the Travel Plan are to:

- (a) improve the transport choices available to people rather than focusing on providing for the private car;
- (b) reduce the level of car use, particularly single occupancy car use;
- (c) increase incentives to walk, cycle and use public transport;
- (d) achieve an agreed target of peak-hour trips by non-car drivers;

2.1.2 The above objectives are consistent with the secondary objectives of increasing accessibility to services, reducing the impact and effect of congestion, minimising vehicle emissions and CO<sub>2</sub> emissions, widening travel choice, discouraging the use of private motor vehicles and encouraging the use of public transport and walking and cycling.

2.1.3 In addition the design of the streetscape throughout the Development, with shared surfaces for all modes of transport, limited road markings and priority given to pedestrians and cyclists, will seek to deter car use across the Development.

L1301-723--



## 2.2 Benefits

The following benefits will be achieved if the objectives are met:

### 2.2.1 for residents of and visitors to the Development:

- (a) less reliance on the private car;
- (b) improved travel options;
- (c) opportunity for a healthier lifestyle; and
- (d) more vibrant community to live in;

### 2.2.2 for the Owner:

- (a) future residents are likely to be attracted by the offer of a wide range of transport benefits and an environment where the incidence of cars and traffic is minimised;
- (b) a demonstration of the environmental credentials of the Development; and
- (c) assistance with the creation of good relations with the local community;

### 2.2.3 wider benefits:

- (a) improved cycle and pedestrian routes available to the local community;
- (b) on-going reductions in vehicular-generated traffic on the local highway network;
- (c) improvements to congestion levels, delays and queuing;
- (d) on-going improvements to air quality and noise; and
- (e) an exemplar in sustainable development that provides best practice evidence for other developments both within the Island of Jersey and at a national level.

## 3. TARGETS

3.1 In order to assess whether the Travel Plan is successful in achieving the objectives, a set of targets will need to be agreed with the TTS Minister.

3.2 All targets will need to be SMART; that is Specific, Measureable, Achievable, Realistic and Time-related.

L1301-724--



**3.3** There are two types of targets, namely: 'action' and 'aim' targets. Action targets set out specific commitments to implement measures within certain timescales to ensure delivery. Aim targets provide numerical goals for mode shift.

#### **3.4 Action Targets**

The key action target is the appointment of the Travel Plan Co-ordinator prior to the Occupation of 50% of the Development.

#### **3.5 Aim Targets**

**3.5.1** As noted above, the principal objectives of the Travel Plan are to reduce the level of car use, to increase the use of sustainable modes of travel and to reduce the need to travel.

**3.5.2** The aim targets to be developed once a baseline travel survey has been carried out and the modal split ascertained will include:

- (a) progressive reductions in the level of single occupancy vehicle use;
- (b) that the number of car vehicle trips per occupied Dwelling Unit per weekday will not exceed a target set by the TTS Minister
- (c) that the number of weekday vehicle trips generated daily by the Site once fully occupied will not exceed a target set by the TTS Minister and
- (d) progressive increases in the use of the bus services, walking and cycling.

**3.5.3** The aim targets can be measured from indicators such as:

- (a) Number of walking trips per Dwelling Unit per day.
- (b) Number of cycling trips per Dwelling Unit per day.
- (c) Number of bus trips per Dwelling Unit per day.
- (d) Number of peak hour trips.
- (e) Number of walking/cycling trips within the Site

## **4. MEASURES**

### **4.1 Introduction**

**4.1.1** The Travel Plan must include a range of travel measures aimed at achieving the objectives set out in paragraph 2 of this Schedule.



4.1.2 It is important that the Travel Plan is flexible to deal with changing conditions, and that it seeks to involve transport stakeholders to develop and deliver a strategy that reduces the need to travel and encourages movement by means other than the car.

4.1.3 It must take account of trips generated by:

- (a) residents' travelling between home and work;
- (b) visitors; and
- (c) deliveries to and from the Development.

#### 4.2 Travel Plan Co-ordinator

The Owner will appoint a Travel Plan Co-ordinator prior to the Occupation of 50% of the Development. The Travel Plan Co-ordinator will have the duties and responsibilities set out in the Fifth Schedule.

#### 4.3 Dwelling Unit Occupier Commitments

It will be a condition of all contracts of acquisition of a Dwelling Unit to comply with the Travel Plan in so far as it relates to such Dwelling Unit.

#### 4.4 Public Transport

4.4.1 It is not possible, at this stage, to be prescriptive over the details of the services that must be provided.

4.4.2 Notwithstanding the need for flexibility, a possible scheme could include the provision of:

- (a) on-line bus timetable and route information for all residents, and visitors; and
- (b) physical displays of public transport information (route maps and timetables) throughout the Site. These will be located at bus shelters and at information points located in communal areas.

#### 4.5 Walking

The following measures are proposed in order to promote walking:

4.5.1 all Dwelling Units are to be within 200m of a bus stop;

4.5.2 the lay out of the Development to be pedestrian and cyclist friendly and designed to encourage slow vehicle speeds (i.e. shared surface,

L1301-726--



minimal road markings, appropriate landscaping signage etc and largely car free/car restricted); and

#### **4.6 Cycling**

The following measures are proposed in order to promote cycling:

- 4.6.1 the lay out of the Development to be pedestrian and cyclist friendly and designed to encourage slow vehicle speeds (i.e. shared surface, minimal road markings, appropriate landscaping signage etc and largely car free/car restricted);
- 4.6.2 high quality cycle parking to be provided at convenient and visible locations with minimum cycle standards or as otherwise agreed in consultation with the TTS Minister; and

#### **4.7 Car Share**

- 4.7.1 It is proposed that the residents occupying the Development will be encouraged to make use of a car share database.
- 4.7.2 The Owner's obligations are:
  - (a) to establish a car share database prior to Occupation of 50% of the Development;
  - (b) to provide by the terms of his appointment that the Travel Plan Co-ordinator will manage and maintain the car share database ; and
  - (c) to promote the use of the car share database by all residents Occupying the Development.

#### **4.8 Parking**

The availability of parking at the Dwelling Units is a key determinant in the proportion of trips that are undertaken using a private car.

#### **4.9 Communication and Marketing**

The Travel Plan Co-ordinator must develop and implement a communication and marketing strategy to maximise the effectiveness of the Travel Plan. The communication strategy will include consulting with residents of the Development with regard to the Travel Plan.

L1301-727--



## **5. MONITORING**

### **5.1 Introduction**

Monitoring has two roles:

- 5.1.1 to provide feedback so that the Travel Plan can be refined; and
- 5.1.2 to measure the level of success in meeting the objectives of the Travel Plan.

### **5.2 Strategy**

5.2.1 It is proposed that a questionnaire based information gathering process is adopted as the monitoring strategy.

5.2.2 Key performance indicators are to include:

- (a) traffic generation and parking demand data;
- (b) cycle parking utilisation;
- (c) public transport patronage; and
- (d) public awareness of transport options.

5.2.3 The following procedures should be followed in relation to the frequency of the monitoring of the Travel Plan:

- (a) the first (baseline) survey to be undertaken one year following Occupation of 50% of the Development and annually thereafter;
- (b) monitoring should take place in neutral months, during school term times, avoiding public holidays;
- (c) surveys should take place on Tuesday, Wednesday or Thursday as commuting patterns can be inconsistent outside of these days; and
- (d) monitoring should take place at the same time each year and on days with similar weather conditions.

5.2.4 Every time monitoring is undertaken, key background information must be recorded so that, among other things, the survey sample can be extrapolated to represent the number of residents. The following background information should be collected:

- (a) number of residents living in the Development;

L1301-728--



- (b) weather conditions;
- (c) sustainable transport measures available; and
- (d) car and cycle parking provision and utilisation.

L1301-729--



**FIFTH SCHEDULE****DUTIES OF THE TRAVEL PLAN CO-ORDINATOR**

1. To implement and manage the Travel Plan and monitor performance thereof.
2. To promote the objectives and aims and benefits of the Travel Plan.
3. To liaise with all residential occupiers of all Dwelling Units with regard to the Travel Plan.
4. To encourage participation and compliance with the Travel Plan.
5. To monitor car, bus, bicycle and motor cycle usage across the Site.
6. To prepare annual monitoring reports to the Minister for Transport and Technical Services in accordance with requirements of the Travel Plan.
7. To act as a point of contact on transport and the Travel Plan matters at the Development for residents of and visitors to the Development and the TTS Minister.
8. To perform any other duties set out in the Travel Plan and/or as may be reasonably requested by the Owners from time to time.

L1301-730--



## SIXTH SCHEDULE

### Minister's Covenants

1. The Minister hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall consider to be reasonably appropriate in the circumstances.
2. The Minister 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 ten (10) years of the date of receipt by the Treasurer of the States of such payment.
3. The Minister shall use reasonable endeavours to issue the Planning Permit within seven (7) days of this Agreement being recorded as registered in the Royal Court as evidenced by an Act of the said Court

L1301-731--



Signed on [redacted] r

by .....

PETER LE GRESLEY (DIRECTOR)

in the prese [redacted]

CHRISTOPHER JONES (PLANNER)

this 24<sup>th</sup> day of September 2012

Signed on behalf of Nasher Limited

by ..... MARTIN CLAWSON .....

in the presence of [redacted]

this 18<sup>th</sup> day of September 2012

Signed on behalf of HSBC Bank plc

by ..... MARC KASLANI .....

in the presence of NICK HENM [redacted]

this 20<sup>th</sup> day of September 2012

L1301-732--

