

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the twenty-first day of May.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between (i) The Chief Officer for the Environment; (ii) Andium Homes Limited; and (iii) the Public of the Island in relation to The Limes, Green Street, St Helier, 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 The Limes, Green Street, St Helier

Dated 10th May 2021

The Chief Officer for the Environment (1)

Andium Homes Limited (2)

The Public of the Island (3)

DATE

10th May .

2021

PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**");
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ ("**the Owner**")
- (3) The Public of the Island, whose office is Jersey Property Holdings, La Collette Depot, La Route du Veule, St Helier, Jersey, JE2 3NX (**the "Public"**)

RECITALS

- 1 The Owner warrants that save for the Willows Day Care Centre Site, it is the owner in perpetuity (*à fin d'héritage*) as to the Site further to (1) the transfer pursuant to the Social Housing (Transfer) Jersey Regulations 2014; and (2) a contract of purchase from the Public passed before the Royal Court on the 18th August 2017.
- 2 The Willows Day Care Centre Site is owned by the Public but it is intended that it will be transferred by the Public to the Owner prior to Commencement.
- 3 The Owner submitted an application (accorded the reference PP/2020/1453) for planning permission for the Development.
- 4 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.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 1st April 2021 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.

- 7 The parties acknowledge that this Agreement is legally binding.
- 8 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 and Communities for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to Eligible Persons or such subsequent mechanism for allocating Affordable Housing in Jersey as approved by the Minister for Housing and Communities;
"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 and Communities rental policy and on Social Rental Terms, or sold to Eligible Persons, the sale being carried out in accordance with an Assisted Ownership Scheme;

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	<p>the application for planning permission in respect of the Site and described as "Demolish existing nursing home, health centre and residential accommodation. Construct 40 No. one bed, 83 No.2 bed and 7 No.3 bed residential units with associated partial underground parking and landscaping. Alterations to existing vehicular and pedestrian access onto Green Street. Extinguish 2 existing acceses on Green Street. Fixed Matters: Scale and mass, siting, means of access and landscape. Reserved Matters: External appearance and materials" and given the reference PP/2020/1453;</p>
"Approved AHP"	<p>an Approved Affordable Housing Provider which is:</p> <ol style="list-style-type: none"> i. the Owner; ii. the Public; iii. a parish; iv. a housing trust which is approved by the Minister for Housing and Communities for the purposes of the provision of Affordable Housing; <p>when discharging their function of providing Affordable Housing having regard to the criteria set out</p>

	from time to time by the Government or by the Minister for Housing and Communities as the case may be;
"Approved Chargee"	means a financial institution 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 providing monies as principal lender to an Eligible Person as part of a purchase under an Assisted Ownership Scheme (or a subsequent refinance of such purchase with an Approved Chargee).
"Approved Funder"	<p>(a) A funder who is approved by the Minister for Treasury and Resources in the Government's role as guarantor of the Owner pursuant to the Social Housing (Transfer) (Jersey) Law 2013; or</p> <p>(b) Any financial institution which shall, with the consent of the Minister for Treasury and Resources (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 the Site; provided that if the proposed Approved Funder is not regulated by the Jersey</p>

	<p>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>
"Assisted Ownership Scheme"	a sales mechanism approved by the Minister for Housing and Communities in writing such scheme to include sale details of the mechanism to restrict in perpetuity the ownership of the Affordable Housing Units to Eligible Persons;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the Government responsible for planning and building in accordance with Article 1 of the Law;

"Commencement"	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;
"Cycle Route Contribution"	the sum of one hundred and seventy one thousand four hundred and fifty pounds (£171,450) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the construction/development of the Eastern Cycle Route;
"Development"	the development of the Site as set out in the Planning Permit;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Eastern Cycle Route"	the cycle network referred to in Policy TT3 of the Island Plan
"Eligible Person"	shall mean persons who : (a) are on the Affordable Housing Gateway register retained or referred to by the Minister for Housing and Communities from time to time in the discharge of that Minister's housing function; or (b) otherwise meet the general objectives of the Owner as set out and

	<p>agreed in the Memorandum of Understanding entered into between the Owner and its guarantor on 22nd July 2014; or</p> <p>(c) are certified by the Minister for Housing and Communities at all times acting reasonably consistently with the discharge of their housing function as being eligible to reside in the Affordable Housing Units;</p>
"Family Member"	a member of the family of an Eligible Person which for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey;
"Interest"	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2011"	The Government of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;

"Minister for Housing and Communities"	the Minister for Housing and Communities, including his or her successor and any person or body to whom the functions of the Minister for Housing and Communities 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;
"Minister for Treasury and Resources"	the Minister for Treasury and Resources, including his or her successor and any person or body to whom the functions of the Minister for Treasury and Resources 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;
"Plan"	the plan of the Site attached at the First Schedule to this Agreement;

"Planning Permit"	the outline planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule which said permission is granted subject to the subsequent approval of the Reserved Matters in accordance with Article 19(6)(b) of the Law 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
"Reserved Matters"	approvals as required under Condition C of the Planning Permit of the details of external appearance and materials;
"Reserved Matters Approvals"	the approval of the Reserved Matters by the Chief Officer following the granting of the Planning Permit
"Royal Court"	the Royal Court of the Island of Jersey;
"SPPP"	Strategic Policy, Planning and Performance (or any successor body);
"Site"	the Limes Site, as shown edged by a red line on the Plan;

"Social Rental Terms"	means terms that are approved by the Minister for Housing and Communities;
"Willows Day Care Centre Site"	means the area of the Site as shown edged red on the Willows Day Care Centre Site Plan;
"Willows Day Care Centre Site Plan"	means the plan of the Willows Day Care Centre Site attached at the Third Schedule to this Agreement;

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 Government 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 Fourth 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 (excluding the Willows Days Care Centre Site) or any part or parts thereof.

The Public covenants and agrees with the Chief Officer as set out in the Fourth 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 Public to the Willows Days Care Centre Site or any part or parts thereof.

6 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner and the Public as set out in the Fifth 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 at Growth Housing Environment – Regulation PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.

8.2 Any notices on the Owner or the Public shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the addresses 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.
- 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 or Public 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 or the Public 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 Neither the Owner or the Public shall 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 and the Public agree 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 Fourth 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

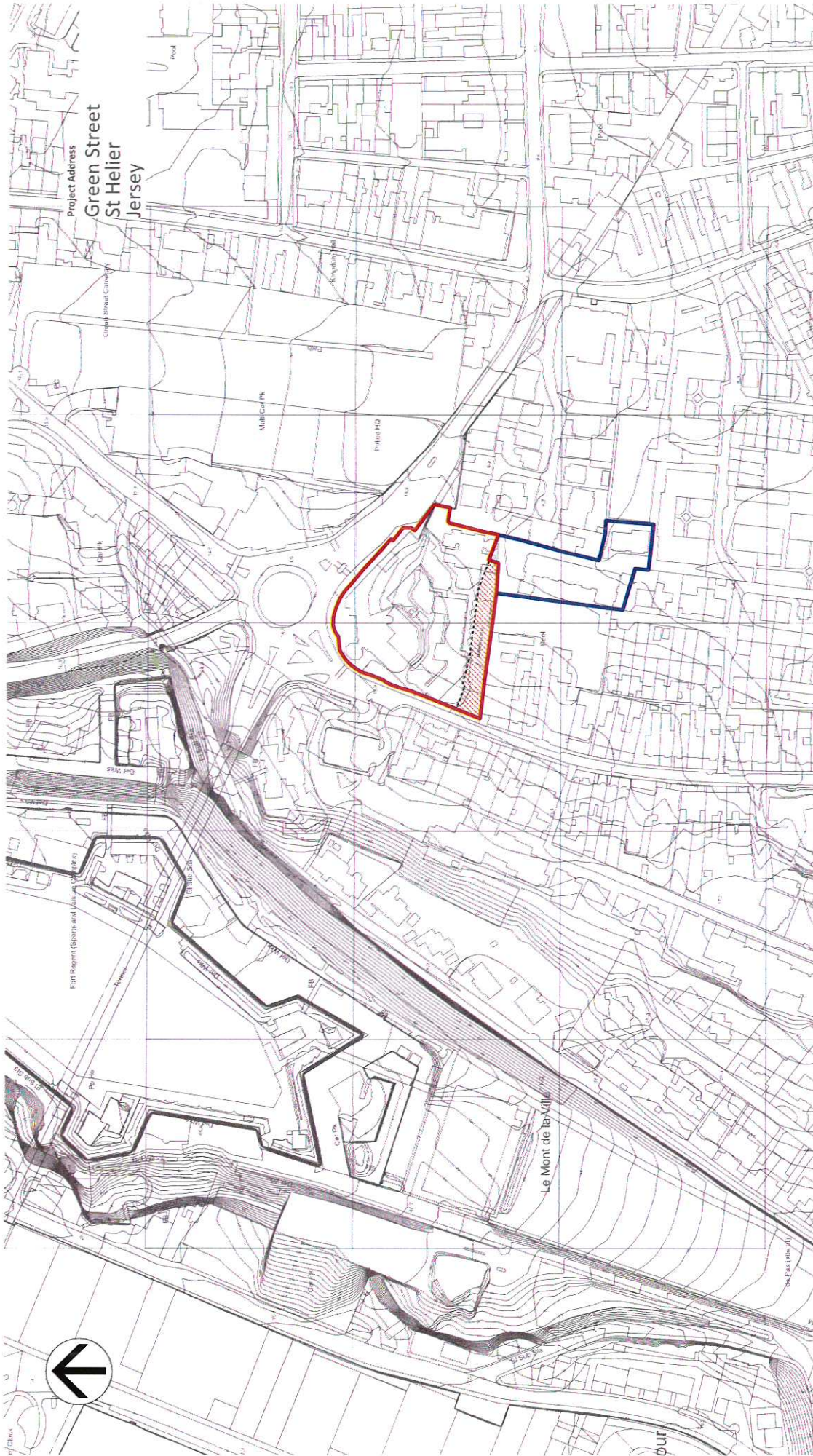
14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

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



Date: 03/09/2020
 Revision No.: D
 Note: Verge added within site

<p>Mapping Copyright License Number: J51</p> <p>© Copyright Waddington Architects, Interiors & Landscape Waddington Architects, Interiors & Landscape own the copyright of this drawing and information. This drawing has been produced for the client, project and purpose as noted in the title below and is not intended for use by any other person or for any other purpose. This drawing is protected by copyright law and the statute of the Copyright, Designs & Patents Act 1988. All Rights Reserved. Any discrepancy between any drawings and/or documents must be notified to the architects, prior to proceeding with the work. Work to figured dimensions only, do not scale from drawings. All dimensions to be checked on site.</p>	
<p>Client Andium Homes Project Title The Limes Sheet Title Location Plan - The Limes</p>	<p>Client Andium Homes Project Title The Limes Sheet Title Location Plan - The Limes</p>
<p>Date July 2020</p>	<p>Drawn By EF</p>
<p>Status Planning</p>	<p>Sheet Scale 1:2500 @ ISO A4</p>
<p>Waddington people-centred design ARCHITECTURE INTERIORS LANDSCAPE +44(0)1534 766788 +44(0)1534 280100 +44(0)1534 625222</p>	
<p>Sheet No. 5504-WA-00-XX-DR-A-001D</p>	

SECOND SCHEDULE
The Draft Planning Permit

5329498.4

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2020/1453

DRAFT PLANNING PERMISSION

In accordance with Article 19(8) of the Planning and Building (Jersey) 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.

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** outline permission under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

OUTLINE APPLICATION: Demolish existing nursing home, health centre and residential accommodation. Construct 40 No. one bed, 83 No. two bed and 7 No. three bed residential units with associated partial underground parking and landscaping. Alterations to existing vehicular and pedestrian access onto Green Street. Extinguish 2 existing accesses on Green Street. Fixed Matters: Scale and mass, siting, means of access and landscape. Reserved Matters: External appearance and materials. **AMENDED DESCRIPTION:** Reduction in height of by removing 6th floor with subsequent reduction in units by 2no. 2 bed and 1no. 1 bed unit (now 127 total). Revised floor plans, elevations and sections, together with amended Planning Design Statement, Townscape Study, Heritage Impact Assessment and Environmental Impact Statement. Revised 3d Model. **AMENDED PLANS AND DOCUMENTS RECEIVED**

To be carried out at:

The Limes, Green Street, St. Helier, JE2 4ZE.

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 SP 1; SP 2; SP 3 SP 4; SP 5; SP 6; SP 7; GD 1; GD 3, GD 4; GD 5, GD 6, GD 7; GD 8; BE 5; HE 1; HE 5; H 4; H 6; NE 2; NE 4, NR 7; TT 3, TT 4; TT 8; TT 9, LWM 2; LWM 3; WM 1 and WM 5 of the Adopted Island Plan 2011 (Revised 2014) in which the re-development of the site for residential development is acceptable in this sustainable location; the site can be suitably drained and accessed and the development can be provided without adversely

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2020/1453

impacting on the amenities of neighbouring properties or on the character and appearance of the area generally.

In addition, the representations raised to the scheme on the grounds of unacceptable increase in traffic generation, unacceptable impact on neighbours by virtue of loss of privacy, out of keeping with character of the area and should be scaled down, impact on listed buildings and archaeology, loss of sunlight and increased noise disturbance have been assessed.

However, it is considered that the proposal accords with the relevant policies of the Adopted 2011 Island Plan (Revised 2014) in that it does not have an unreasonable impact on the existing character in this location, the design is acceptable given the context of the area and the development will not impact on traffic safety.

This application has been the subject of a Planning Obligation Agreement

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

- A. The development shall commence within three years from the decision date or within two years following the final approval of the reserved matters, whichever is the later.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. Application(s) for the approval of all Reserved Matters, as detailed in Condition C, shall be made within one year of the original decision date.
Reason: To accord with Article 19(6) of the Planning and Building (Jersey) Law 2002.
- C. Approval of the details of the external appearance of the buildings – hereinafter called the Reserved Matters – shall be obtained by application prior to any development commencing.
Reason: To accord with Article 19(6) of the Planning and Building (Jersey) Law 2002.

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.

The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any

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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;
 - E. The proposed parking of vehicles of site personnel, operatives and visitors; and
 - F. Details of the proposed loading and unloading of plant and materials and the subsequent storage thereof.
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 prior to the commencement of such work.
 3. No part of the development hereby approved shall be occupied until the cycle parking and charging facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
 4. 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.
 5. No development shall take place until a scheme of foul drainage and surface water drainage has been submitted to and approved in writing by the Department. The submitted scheme shall include details of the proposed arrangements for the protection of the sewer connections during demolition and piling operations and precise details of the proposed separation of the foul and surface water to the public sewer. The approved scheme shall be implemented in full before the development is first brought into use and shall be retained and maintained as such.

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6. Prior to first occupation of the development hereby approved, the crime reduction measures indicated in the submitted Crime Impact Statement shall be implemented.

7. No part of the development hereby permitted shall be begun until a scheme of landscaping has been submitted to and approved in writing by the Department. The scheme of landscaping shall provide 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 as such.

8. Before any development first commences on site, precise details of the proposed foul water and surface water drainage arrangements shall be submitted to and approved in writing by the Department. The approved scheme shall then be implemented prior to any part of the development first being brought into use and thereafter retained as such.

9. The findings and required mitigation measures outlined in the Ecology Assessment shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department prior to works being undertaken.

10. Prior to the commencement of development on site, precise details of the proposed Percentage for Art scheme shall be submitted and approved in writing by the Department. The approved scheme shall be implemented in full prior to first occupation and thereafter retained as such.

11. Prior to the commencement of development on site, a Travel Plan shall be submitted and approved in writing by the Department, the Plan, which shall include such initiatives as the provision of bus vouchers for each unit, together with membership to the EVIE car and bike share scheme (or other such similar initiatives), shall be submitted to and approved in writing by the department. The approved scheme shall be implemented upon first occupation of the units and thereafter retained as such.

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12. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department prior to the work being carried out.

13. No part of the development shall be begun until a method statement for further archaeological investigations following demolition of the building, together with the methods for preserving by record any subsequent findings have been submitted to and approved in writing by the Department. The approved scheme shall then be implemented in full.

14. Prior to the commencement of any demolition works on site, a report shall be submitted to and approved in writing by the Department detailing the full extent of measures taken to detect and manage any asbestos present in the existing building. The approved scheme including any required remediation works shall be implemented in full prior to demolition works being undertaken.

Reason(s):

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1, GD 6 and WM 1 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 GD 1 and WM 1 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
4. 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 GD 1 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM 2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).
6. To ensure the provision of satisfactory crime reduction measures in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014) and Supplementary Planning Guidance Note No. 18 - Crime Impact Statements dated March 2012.

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7. 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).
8. To ensure that the property has adequate foul and surface water drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).
9. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
10. To ensure provision of a Percentage for Art scheme as required by Policy GD 8 of the Adopted Island Plan 2011 (Revised 2014).
11. In accordance with the requirements of Policy TT 9 of the Adopted Island Plan 2011 (Revised 2014).
12. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
13. In accordance with the requirements of Policy HE 5 of the Adopted Island Plan 2011 (Revised 2014).
14. To locate all asbestos containing materials including those hidden, so that any emissions of asbestos fibres to air are mitigated so as to ensure that the development does not have an adverse impact on public health or the wider environment, in accordance with Policy GD1 and of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

The following plans have been approved:

- 036I-Proposed Block B West Elevations
- 035I-Proposed Block A East Elevation
- 034J-Proposed Block A West Elevation
- 033H-Proposed Block B East Elevation
- 032I-Proposed South Elevation
- 031L-Proposed North Elevation
- 030E-Roof Plan
- 028E-Fifth Floor Plan
- 027F-Fourth Floor Plan
- 026F-Third Floor Plan

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2020/1453

025F-Second Floor Plan
024G-First Floor Plan
022F-Lower Ground Floor Plan
021F-Upper Ground Floor Site Plan
015D-Parameter Section: Block B West
014D-Parameter Section: Block A East
013E-Parameter Elevation: West
012D-Parameter Elevation: East
011D-Parameter Elevation: South
010D-Parameter Elevation: North
009F-Parameter Plan 03: Scale and Mass
008C-Parameter Plan 02: Means of Access
007B-Parameter Plan 01: Siting Zones
703B-Landscape Contextual Masterplan
048B-Massing Sections

DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

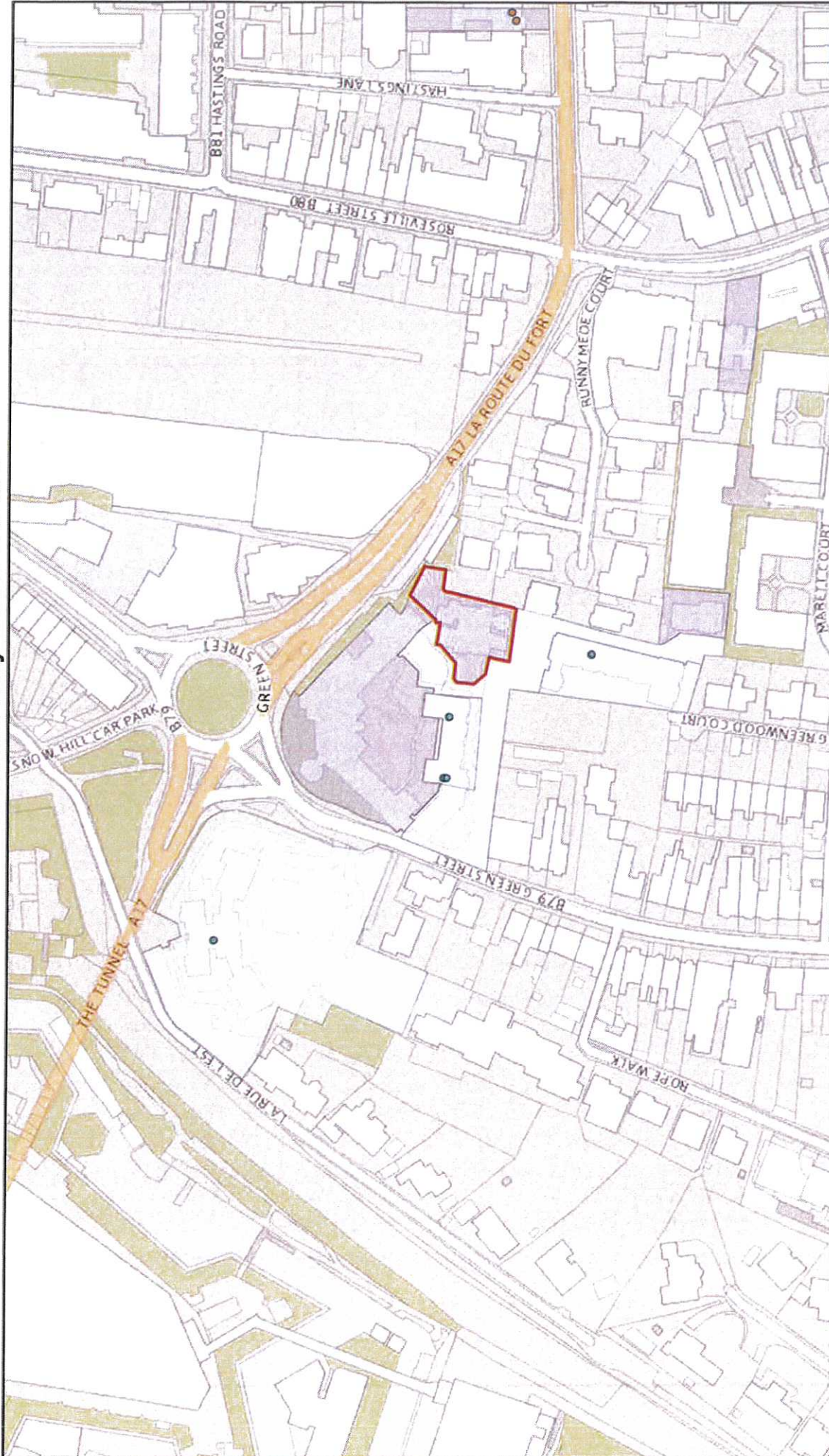
If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

APPROVED

THIRD SCHEDULE
Willows Day Care Centre Site plan

5329498.4

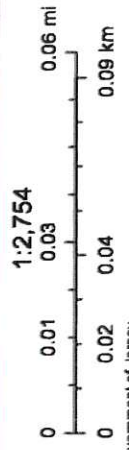
"Willows Day Care Centre"



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- Andium Housing Sites Polygons

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© Government of Jersey

FOURTH SCHEDULE

The Owner and the Public's Covenants with the Chief Officer

- (A) The Owner and the Public (as owner of the Willows Day Care Centre Site) covenant, agree and undertake:

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 Sixth Schedule the Affordable Housing Units shall not be used other than for Affordable Housing or sold to Eligible Persons.
- 3 Subject to paragraphs 6 and 7 of this Fourth Schedule and the Sixth 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 SPPP or the Minister for Housing and Communities.
- 4 Subject to paragraphs 6 and 7 of this Fourth Schedule and the Sixth 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 Sixth Schedule, none of the Affordable Housing Units shall be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 6 The 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 this schedule shall be used or Occupied other than in accordance with an Assisted Ownership Scheme.

(B) The Owner covenants, agrees and undertakes:

CYCLE ROUTE CONTRIBUTION

- 8 To pay the Cycle Route Contribution to the Treasurer of the States prior to the commencement of the Development.
- 9 Not to commence the Development until such time as the Cycle Route Contribution has been paid to the Treasurer of the States.

FIFTH SCHEDULE
Chief Officer's covenants

1. The Chief Officer covenants with the Owner and the Public to, at the written request of the Owner and/or Public from time to time, 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 five years of the date of receipt by the Treasurer of the States of such payment.

SIXTH 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 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 the Fourth Schedule 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.

5. Where an individual owner of an Affordable Housing Unit becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 the restrictions affecting that Affordable Housing Unit ("the Relevant Unit") shall not apply to any purchaser from the Viscount or an Approved Chargee of the Relevant Unit pursuant to a sale under a bankruptcy process arising from the bankruptcy of the individual owner of the Relevant Unit.

Signed on behalf of the Chief Officer:



Name and Position: PETER LE GRESLEY HEAD OF DEVELOPMENT & LANDS

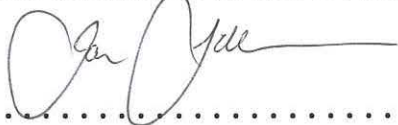
in the presence of



Name and Position: SIMON THOMAS (ACTING BUILDING CONTROL MANAGER)

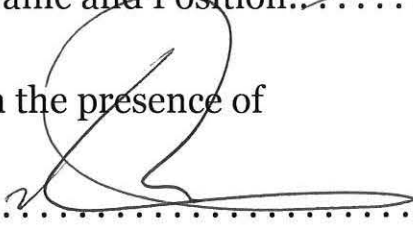
this 10th day of May 2021

Signed on behalf of the Owner



Name and Position: IAN GALLIGAN - CHIEF EXECUTIVE

in the presence of



Name and Position: MIKE PORTER - EXEC (OP) OPERATIONS

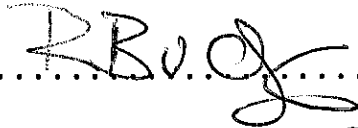
this 05th day of MAY 2021

Signed on behalf of the Public



Name and Position: DIRECTOR JPH TDANIELS

in the presence of



Name and Position: R. BUCHHOLZ

this 19 day of MAY 2021