

1.

8th June 2016

Principal Planner
South Hill
St Helier
JE2 4US

Dear [REDACTED]

Planning application: P/2016/0520 – Jersey Sports Academy

I write in response to our recent exchange of e-mails to respond to the points made.

I am aware of the Department's routine standardisation of application descriptions. Unfortunately in this case this approach has resulted in the application being advertised incorrectly.

You know that meetings have been held and information provided to explain the purpose of the application – to create a Sports Academy to promote and train the island's community of children. A further meeting has been suggested to explain to you further how the facility will operate in practice, because we are aware from your e-mail sent at the end of February that there is misunderstanding about the evidence that has been provided to support the scheme. Your e-mail of 25th May and incorrect description assigned to the proposal confirms that the purpose of the application is still misunderstood.

It is a fundamental tenet of the proposal that its purpose is a community Sports Academy; to provide the island's community with a subsidised programme of **sports training and education for children**. A key point is the dual education/sporting purpose of the facility. This must be reflected in the application description, to avoid an inaccurate understanding.

The Department's interpretation of the scheme fails to take into account some key points that are material considerations in the assessment of the scheme:

a) Construction of the building

The construction of the building is being privately sponsored. There are letters from private sponsors explaining that they are only sponsoring the scheme because of its purpose – a community Sports Academy. From their perspective this is not a commercial venture. [REDACTED]

b) Academy - Education/sporting use

One of the matters that we would have like to have had the opportunity to explain to you is the further evidence that [REDACTED] has obtained to support the education purpose of the facility. [REDACTED] has presented [REDACTED] concept to most of the secondary schools (see Appendix 9 included with the Planning Statement).

The Heads of the following schools have confirmed that they are happy to speak with you to explain in more detail how they expect to use the facility and their commitment to the project. I provide their contact details below:

██████████, Deputy Headmaster, Les Quennevais School – ██████████
██████████, Headmaster, De La Salle Senior School – ██████████
██████████, Assistant Headmaster, Le Rocquier School – ██████████

██████████ is in the process of entering into a legal agreement with the Education Department to secure the use of the facility for all schools for the next 21 years, free of charge. This legal agreement can be used to support a Planning Obligation Agreement.

c) Open gym facility

The open gym facility, upon which attention has been focussed, is a fundamental tenet of the business model. In *purpose* it is ancillary to the main use of the facility and cannot be separated. It has been explained that the revenue from this part of the facility will heavily subsidise the Academy. There cannot be one without the other.

It will be helpful to distinguish between the following to understand how the on-going costs of the Academy will be met:

Running costs

It is expected:

Identified children attending the Academy will pay a nominal fee, representing approximately 10%

Schools will pay 0%

Sports groups will contribute 6%

The JRFC will pay 2%

Open membership will pay for 82% of the running costs.

██████████ has reviewed the Business Plan and has confirmed that it fully supports the business model and has confirmed the purpose of the project. ██████████
██████████.

It has already been suggested that ██████████ – Chief Executive of ██████████ ██████████ be contacted to talk through the business model. ██████████ offer remains available and I provide ██████████ contact details:

██████████ – Chief Executive – ██████████ – Direct Dial: ██████████

Use by time:

The facility will be open 06.30 -21.00 Monday to Friday and 06.30-19.00 Saturday (apart from match days when it will close at 12.00).

Through the contracts and agreements that are being secured with the Education Department, The Rugby Club and discussions with the island's sports club the Academy use of the facility will be fully used.

It is impossible to predict how busy the open membership part of the facility will be, but is very unlikely to be used at capacity.

d) Community

The Department's assessment fails to take into account the value that the proposal will deliver to the island's community [REDACTED]

The proposal wears a number of 'hats' in terms of use. I have addressed the sports education and ancillary gym use above. Another use (comparable with a sports centre) is a wider community use.

The facility will be available for use by all children either through the schools, private referral or through sports groups in the island. The subsidised use by these children has already been explained [REDACTED]

The JFRC is another community user. Your assessment focuses on the sporting use of the Club. Jersey RFC are classed as a community club by the RFU (Governing body) as their position within the Championship (2nd Tier) is temporary, seen as a privilege and not an entitlement or right. If that position were to change they would drop to become a part time team.

A very important part of JFRC's activities is the Academy and non-professional leagues attended by over 700 children and 150 adults. This activity is not for profit and is run by volunteers. It is part of the community use of the Club and has no commercial value.

e) Value to the JRFC and to sports tourism in Jersey

The facility is seen by the JRFC as crucial to maintaining their current position. If the Club were to drop a level they would cease to receive funding from the RFU, cease to generate the levels of tourism by staying in such a prestigious league, cease to operate a squad of 40 professional players and dozens of staff all paying income tax and social security and cease to provide the only route for ambitious local athletes striving for a chance at playing professional sport within the island.

[REDACTED]

It is anticipated that the facility will promote sports tourism in some of the following ways:

- i. Use by the JFRC will increase its chances of staying in the Championship League. It is proven that membership of this league attracts off-island supporters.
- ii. Use of the facility by local sporting groups will help improve their performance and increase the attractiveness of the island as a destination to hold sporting events.
- iii. The facility will be available for use by off-island sporting groups for training either as part of sporting events or specifically for training.

A contract between [REDACTED] and JRFC will need to be drawn up in advance of any construction works as the land and building will be leased from JRFC for 63 years and thereafter returned to JRFC (explained in the Planning Statement). A separate contract will also be drawn up securing the use of the facility for JRFC use; this will be for both professional and Academy (community) use. These contracts can be used to inform a POA agreement to support a planning approval.

f) **Controls**

1. Correct Description

One of the implications of advertising the description correctly is that the controls about which you have expressed concern, can more easily be applied to the scheme. Policy SC03 provides a useful framework for framing a condition to prevent any change of use without planning consent having been first applied for. Ben and his team are very happy for any condition along these lines to be required.

2. Condition

It is expected that the grant of any planning consent will be subject to a condition requiring any development for an alternative use to demonstrate that the community use of the facility is no longer required to meet the needs of the local community.

3. Suggested Heads of Terms for POA

It is expected that:

- the use of the facility can only take place when a contract between the Applicant and the Department for Education has been signed securing the use of the facility for the island's schools for the next 21 years; and,
- the building can only be constructed after contracts have been signed with JRFC securing the lease of the site and building for 63 years after which the building returns to JRFC and the use of the facility for JRFC use (professional and Academy).

The application also proposes a widened footpath along L'Avenue de La Reine Elizabeth II. I am not sure if this needs to be part of a POA given that improvements are proposed within the application site and can be covered by condition.

Heads of Terms for a POA based upon the above are currently being refined and will be provided to you shortly.

Concluding comments

- The description for the proposal is not accurate and needs to be changed so that it can be advertised correctly.
- A correct description will better enable the controls about which the Department is concerned to be put in place.
- An offer to meet to explain the further evidence that has been gathered to support the community use of the proposal remains and contact details have been provided for those people who are very happy to provide further clarification (if requested).
- It is a mistake to base an assessment on floor area alone as this misses the purpose of the scheme.
- A number of items have been suggested to provide the Heads of Terms for a POA. Please advise if it would be useful to meet to discuss these.

Yours Sincerely,

[Redacted signature]

[Redacted line]

[Redacted line]