

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the twenty-second day of August.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for the Environment, Logo Property Limited, Lloyds Bank Corporate Markets PLC and High Barnes Limited in relation to Hotel Savoy, Rouge Bouillon, 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 Hotel Savoy, Rouge Bouillon, St. Helier, JE2 3ZA

Dated 21st August

2024

The Minister for the Environment (1)

Logo Property Limited (2)

Lloyds Bank Corporate Markets Plc, Jersey Branch (3)

High Barnes Limited (4)

DATE

2024

PARTIES

1. The Minister for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Minister**");
2. Logo Property Limited (Co Regn No 55396) whose registered office is at 9 Bond Street, St. Helier, JE2 3NP, Jersey ("**the Owner**").
3. Lloyds Bank Corporate Markets Plc, Jersey Branch of 9 Broad Street, St. Helier, JE2 3RR, Jersey ("**the First Lender**")
4. High Barnes Limited (Co Regn No 83606) whose registered office is at Brookwood, La Route Orange, St Brelade, JE3 8GP, Jersey ("**the Second Lender**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site by virtue of a contract of hereditary purchase dated 14 June 1993 from Colin Byron Robinson and Sandra Dawn Gillian Jaye.
- 2 A judicial hypothec (*hypothèque judiciaire*) was registered in the Public Registry in favour of Lloyds Bank International Limited by virtue of an Act of the Royal Court dated 14 September 2018. By an Act registered in the Public Registry on 20 November 2019 the First Lender took a transfer of all judicial hypothecs registered in favour of the said Lloyds Bank International Limited at that date and accordingly it has the benefit of the said judicial hypothec and an interest in the Site.
- 3 The Second Lender has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) which was registered in the Public Registry by virtue of an Act of the Royal Court dated 21 November 2022.
- 4 The Owner submitted the Application to the Chief Officer who pursuant to Article 9(5)(b) of the Law referred the Application to the Planning Committee for determination by that Committee. Having regard to the purposes of the Law, and the Island Plan 2022 (as amended from time to time) the Planning Committee at its meeting on 18 May 2023 refused under Article 19 of the Law the grant of planning permission with respect to the Application.
- 5 The Owner pursuant to Article 108 of the Law lodged an appeal against the refusal of the grant of planning permission with respect to the Application on 13 June 2023.
- 6 The inspector nominated under Article 113(2) of the Law heard the appeal on the 5 October 2023 and by his report dated 22 January 2024 recommended that, subject to the conditions contained in the recommendation which included inter alia the entry by the Owner into a planning obligation agreement

to secure certain planning obligations detailed in the recommendation, the appeal be allowed and planning permission be granted.

- 7 On 23 February 2024 the Assistant Minister for the Environment under authority delegated to him, accepted and agreed with the findings, recommendations and reasoning of the inspector and decided to allow the appeal and to grant planning permission, subject to conditions and a requirement to enter into a planning obligation agreement within 6 months of the date of his decision for (a) the delivery of 15% of the residential units as assisted purchase homes on agreed terms, (b) a percentage for art contribution in accordance with an agreed public art statement and (c) a financial contribution towards the Eastern Cycle Route Network.
- 8 The Owner has subsequently agreed with the Minister for Housing as to the basis for the delivery of the 15% residential units as assisted purchase homes.
- 9 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 10 The parties acknowledge that this Agreement is legally binding.
- 11 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 Gateway"	a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey;
"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Demolish existing development and construct 9 No. One bed, 33 Two bed, 10 Three bed and 4 No. Four bed residential units with associated landscaping. AMENDED PLANS RECEIVED: Demolish existing development and construct 7 No. one bed, 26 No. two bed, 16 No. three bed

	and 4 No. four bed residential units with associated facilities and landscaping." and given the reference P/2022/1308;
"Approved Assisted Purchase Scheme"	the scheme set out in the MS Planning letter dated 24 June 2024 and confirmed to be acceptable to the Minister for Housing in an email dated 4 July 2024 timed at 11:36 by the Minister for Housing's Principal Policy Officer and 5 July 2024 timed at 09:48 by the Minister for Housing's Principal Policy Officer copies of which are annexed at the Fifth Schedule;
"Assisted Purchase Dwelling Units"	the eight (8) Dwelling Units comprising six (6) apartments and two (2) maisonettes which are allocated by the Owner for purchase by Eligible Persons in accordance with the Approved Assisted Purchase Scheme those and shown coloured pink on drawing numbers 7376-01 P4A, 7376-01 P5A, 7376-01 P6A and 7376-01 P7A copies of which are annexed at the First Schedule Part II; and "Assisted Purchase Dwelling Unit" shall mean any one of them;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;

"Deferred Amount"	in respect of each Assisted Purchase Dwelling Unit, the amount which is commensurate to 15% of the open market value of the relevant Assisted Purchase Dwelling Units from time to time;
"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 and "Dwelling Units" shall be construed accordingly;
"Eligible Persons"	<p>shall mean First Time Buyers who are :</p> <ul style="list-style-type: none"> (a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or (b) persons who are certified by the Minister for Housing (at all times acting consistently with the discharge of their housing function) as being eligible to participate in the Scheme <p>and "Eligible Person" shall mean any one of them;</p>
"Eastern Cycle Route Network"	the cycle network area referred to in Policy TT2 of the Island Plan;
"Eastern Cycle Route Network Contribution"	a financial contribution of ninety eight thousand two hundred and fifty seven pounds and twenty three pence (£98,257.23) towards the Eastern Cycle Route Network;
"First Time Buyer"	any person who:

	<p>either:</p> <p>(1)</p> <p>(i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:</p> <p>(a) any immovable property</p> <p>(b) either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;</p> <p>and</p> <p>(ii) is neither married to, nor buying as co-owner with, any person who does not fall within (i) above;</p> <p>or</p> <p>(2) has been approved by the Minister for Housing as being a person who would be in need of assistance in order to acquire property and to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above, any refusal by the Minister for Housing to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Minister, who shall have power to overrule the decision of the Minister for Housing;</p>
"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 States of Jersey;
"Interest"	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time;

"Island Plan"	the States of Jersey Island Plan, 2022 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Minister for Housing"	the Minister for Housing;
"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 decoration or occupation for marketing or display or occupation in relation to security operations;
"Percentage for Art"	the contribution to be made in accordance with the Public Art Statement;
"Planning Permit"	the planning permission for the Development granted pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Public Art Statement"	the document forming part of the Application called 'Public Art Statement for The Savoy Hotel' as listed as approved on the Planning Permit;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known as 37 Hotel Savoy, Rouge Bouillon, St. Helier, JE2 3ZA, the whole as shown edged red for the purposes of identification on the plan forming the First Schedule Part I;

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 is conditional upon:

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

save for any relevant provision 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'S COVENANTS

The Owner covenants and agrees with the Minister as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner and any person claiming or deriving title through or under the Owner to the Site (or any part or parts thereof).

6 MINISTER COVENANTS

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

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 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 Head of Development and Land and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- ~~8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the 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 the Owner in favour of the Minister under this Agreement are in addition to any of the Minister's statutory powers under the Law.~~
- 8.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.

- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained in this Agreement.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.
- 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 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 its interest in the Site occurring before the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) 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 LENDERS' CONSENT

15.2 The First Lender 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 First Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the First Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a consequence of deriving title from the Owner.

15.2 The Second Lender 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 Second Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Second Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a consequence of deriving title from the Owner.

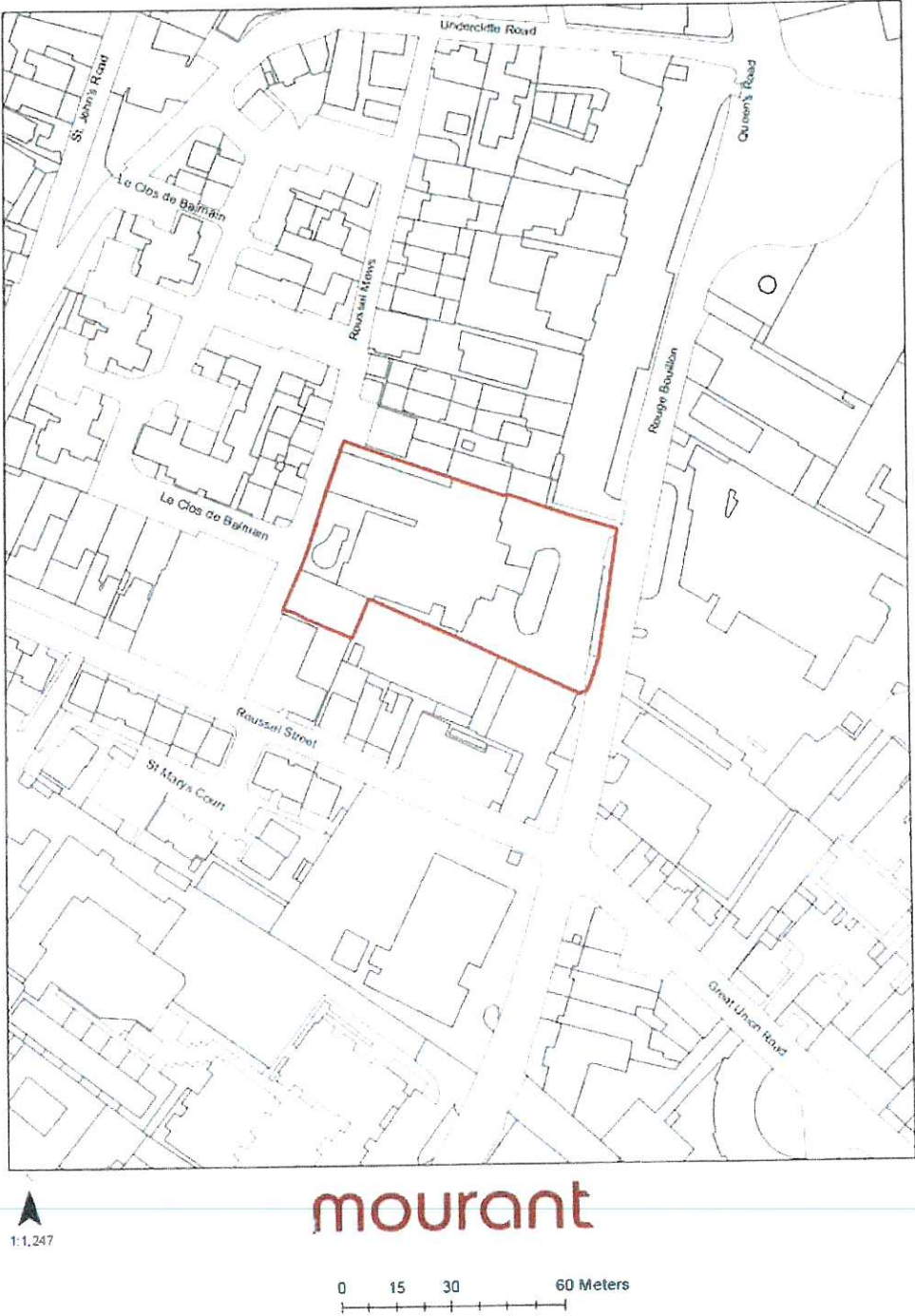
16 JURISDICTION

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

FIRST SCHEDULE

Part I

The Site

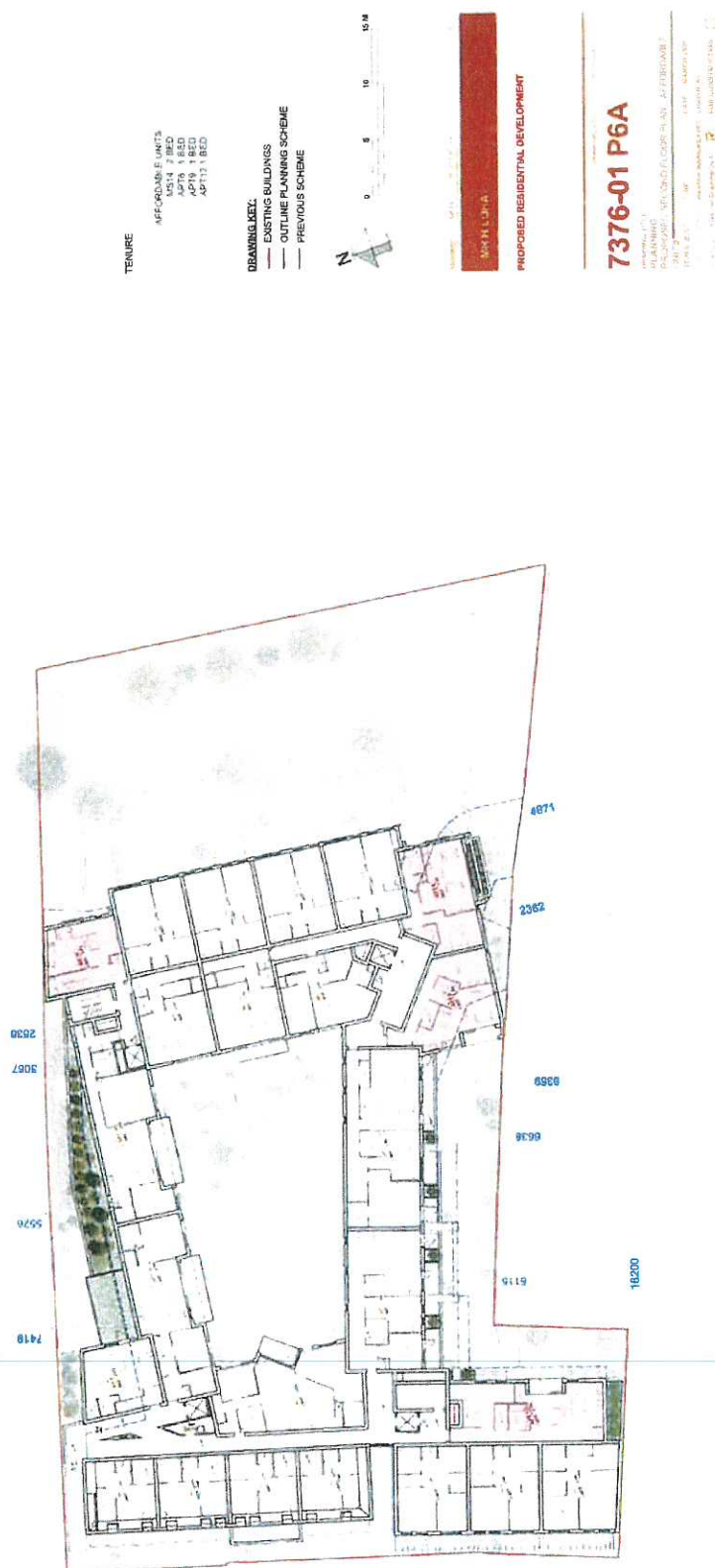


Part II

Drawings numbered 7376-01 P4A, 7376-01 P5A, 7376-01 P6A and 7376-01 P7A







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PROPOSED SECOND FLOOR PLAN - AFFORDABLE UNITS



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1308

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, if 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** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish existing development and construct 7 No. one bed, 26 No. two bed, 16 No. three bed and 4 No. four bed residential units with associated facilities and landscaping.

To be carried out at:

37 Hotel Savoy, Rouge Bouillon, St. Helier, JE2 3ZA.

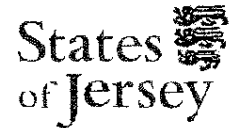
REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

This application is the subject of a Planning Obligation Agreement.

This permission is granted subject to compliance with the following conditions and approved plans:

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

Decision Notice



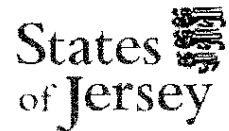
PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1308

Additional Conditions:

1. Prior to the commencement of the development, samples of all the materials to be used in the construction of the external surfaces of the development, including hard landscaping materials, shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the approved samples and retained as such.
2. Prior to the commencement of the development, details shall be submitted to the Chief Officer to demonstrate that the development as approved will outperform the target energy rate (i.e. the minimum energy performance for new dwellings required by building bye-laws) by 20%, using the Jersey Standard Assessment Procedure (JSAP) calculator or the Simplified Building Energy Model (SBEM) tool.
3. Prior to the commencement of the development, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Chief Officer. The scheme shall include details of all boundary treatments and indications of all existing trees and hedgerows on the land, identifying those to be retained and setting out measures for their protection throughout the course of the development. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of any of the units or the completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.
4. Prior to the commencement of the development, full details of a Species Protection and Enhancement Plan shall be submitted to and approved in writing by the Chief Officer. The approved plan shall be implemented prior to commencement of the development, continued throughout the development (where applicable) and thereafter retained and maintained as such. Any variations from the approved plan that may be required as a result of findings on site shall be agreed in writing in advance with the Chief Officer prior to implementation.
5. Prior to the commencement of the development, full details of (a) the use, management and maintenance of communal open space and (b) the play equipment, ground surface treatment and any works of enclosure to be installed in the communal play area shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the approved details prior to the first residential occupation of any of the units and thereafter retained as such.

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1308

6. Prior to the commencement of the development, details of all means of the development's externally-mounted illumination, including details of the design and external appearance of the structures housing or mounting the illumination and of the type and intensity of the illumination, shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the approved details prior to the first residential occupation of any of the units and thereafter retained as such.
7. Prior to the commencement of the development, a Demolition/Construction Environmental Management Plan shall be submitted to and approved in writing by the Chief Officer. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations shall be agreed in writing by the Chief Officer prior to implementation. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment and neighbours' amenities, 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 (including noise, vibration and 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 or sorting of waste material on site;
 - d. Details of delivery, demolition and construction working hours.
8. Prior to the commencement of the development, details of the proposed footway widening, bus stop and bus layby shall be submitted to and approved in writing by the Chief Officer and those facilities shall be provided in accordance with the approved details prior to the first residential occupation of any of the units.
9. Prior to the first residential occupation of any of the units, the works of obscured glazing, fencing and rendering shown on Drawing 7376-01 P20 Revision C Proposed North Elevation shall be installed. The works shall be retained as such thereafter.
10. Prior to the first residential occupation of any of the units, the works of obscured glazing and screening shown on Drawing 7376-01 P21 Revision B Proposed South Elevation shall be installed. The works shall be retained as such thereafter.
11. Prior to the first residential occupation of any of the units, the vehicle manoeuvring areas, basement storage spaces, car parking spaces, motorcycle and bicycle parking spaces and electric vehicle charging points shall be laid out and constructed in accordance with the approved plans. These facilities shall be retained thereafter for the sole use of the occupiers of the units and their visitors.

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1308

12. The approved Amended Site Waste Management Plan shall be maintained throughout the development as a living document and waste management shall be implemented in full accordance with it. Any variations from the Plan shall be agreed in advance in writing with the Chief Officer prior to implementation.

13. 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), no work falling within Class A.1(a) and (b) of Part 1 of Schedule 1 to the Order shall be carried out at any dwelling-house within the development other than that expressly authorised by this permission.

Reasons:

1. To protect the character and identity of the area and enhance the setting of the development pursuant to Policy GD6 of the Bridging Island Plan 2022.
2. To comply with Policy ME1 of the Bridging Island Plan 2022.
3. To deliver design quality and to protect and improve green infrastructure assets and provide new green infrastructure assets pursuant to Policies GD6 and NE2 of the Bridging Island Plan 2022.
4. To protect biodiversity pursuant to Policy NE1 of the Bridging Island Plan 2022.
5. To provide adequate on-site open space and play space for the units pursuant to Policies CL6 and CL8 of the Bridging Island Plan 2022 and paragraphs 4.2.4 and 4.2.5 of the Residential space standards SPG.
6. In the interests of visual and residential amenity pursuant to Policies GD1 and GD6 of the Bridging Island Plan 2022.
7. To protect the environment and the neighbourhood pursuant to Policy GD1 of the Bridging Island Plan 2022.
8. To contribute to safe and integrated travel pursuant to Policy TT1 of the Bridging Island Plan 2022.
9. To protect the privacy of neighbours pursuant to Policy GD1 of the Bridging Island Plan 2022.
10. To protect the privacy of neighbours pursuant to Policy GD1 of the Bridging Island Plan 2022.
11. To provide adequate off-street parking spaces and storage spaces in accordance with Policies TT4 and H1 of the Bridging Island Plan 2022.

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1308

12. To comply with the provisions of Policy WER1 of the Bridging Island Plan 2022.

13. In the interests of visual and residential amenity pursuant to Policies GD1 and GD6 of the Bridging Island Plan 2022.

FOR YOUR INFORMATION

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

The following plans have been approved:

7376-01 S1 Location Plan
 01-FLAT LAYOUTS REVISED
 P1A-PROPOSED SITE PLAN
 P2-PROPOSED DEMOLITION PLAN
 P3C-PROPOSED BASEMENT FLOOR PLAN
 P4C-PROPOSED GROUND FLOOR PLAN
 P5C-PROPOSED FIRST FLOOR PLAN
 P6C-PROPOSED SECOND FLOOR PLAN
 P7C-PROPOSED THIRD FLOOR PLAN
 P8C-PROPOSED FOURTH FLOOR PLAN
 P9C-PROPOSED ROOF PLAN
 P10A-PROPOSED EAST ELEVATION
 P11A-PROPOSED WEST ELEVATION
 P14A-PROPOSED SITE SECTION AA
 P15A-PROPOSED SITE SECTION BB
 P16A-PROPOSED SITE SECTION CC & DD
 P20C-PROPOSED NORTH ELEVATION
 P21B-PROPOSED SOUTH ELEVATION
 P22A-PROPOSED COURTYARD ELEVATIONS
 P23-PROPOSED FRONT WALL PLAN
 P24 Proposed Environment Mitigation
 P70A REVISED SECTION 1
 P71A REVISED SECTION 2
 P72A REVISED SECTION 3
 P73A REVISED SECTION 4
 Public Art Statement for The Savoy Hotel
 Amended Site Waste Management Plan
 Initial Ecological Assessment Report
 Residential Travel Plan

DECISION DATE:

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1308

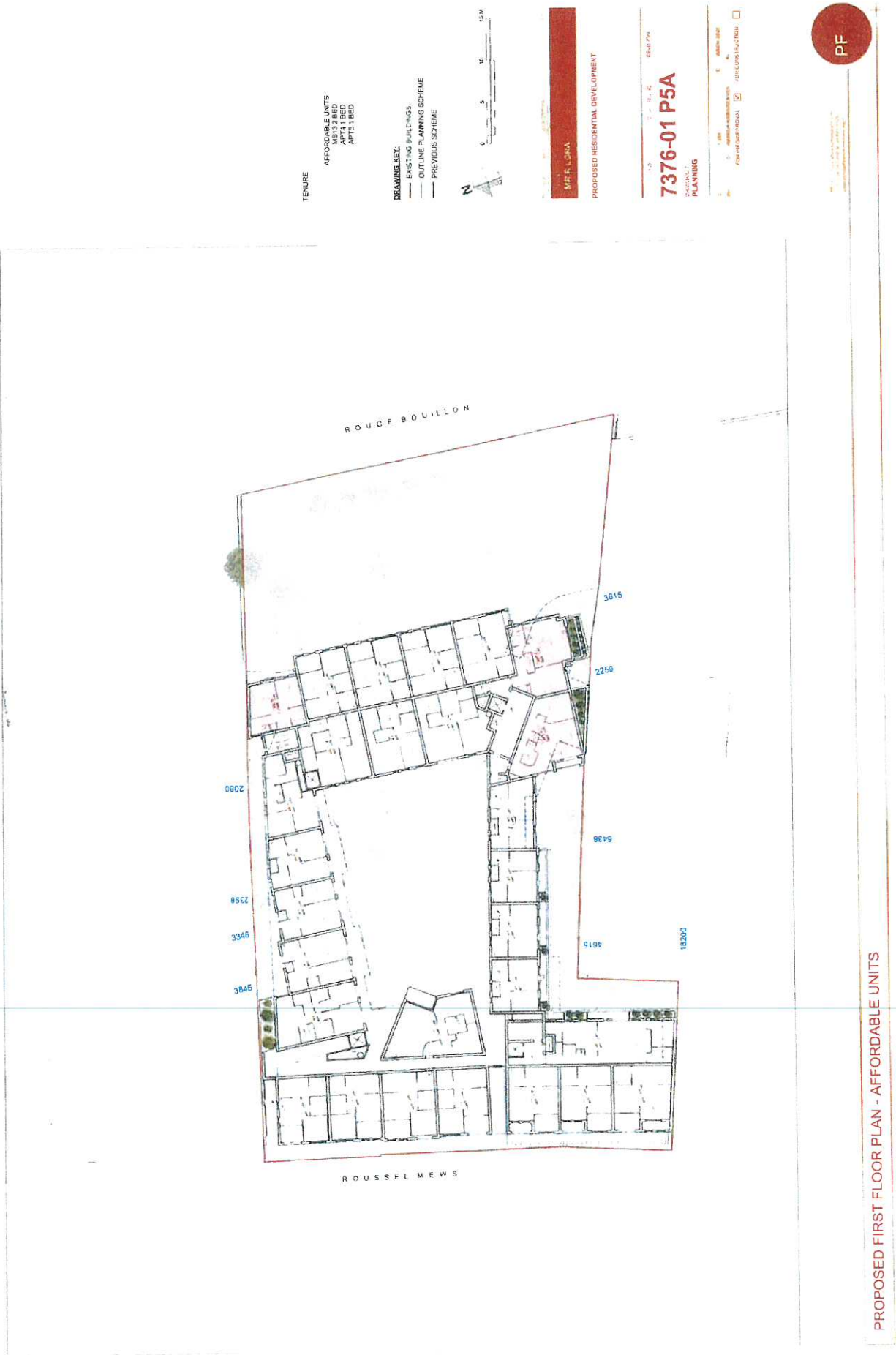


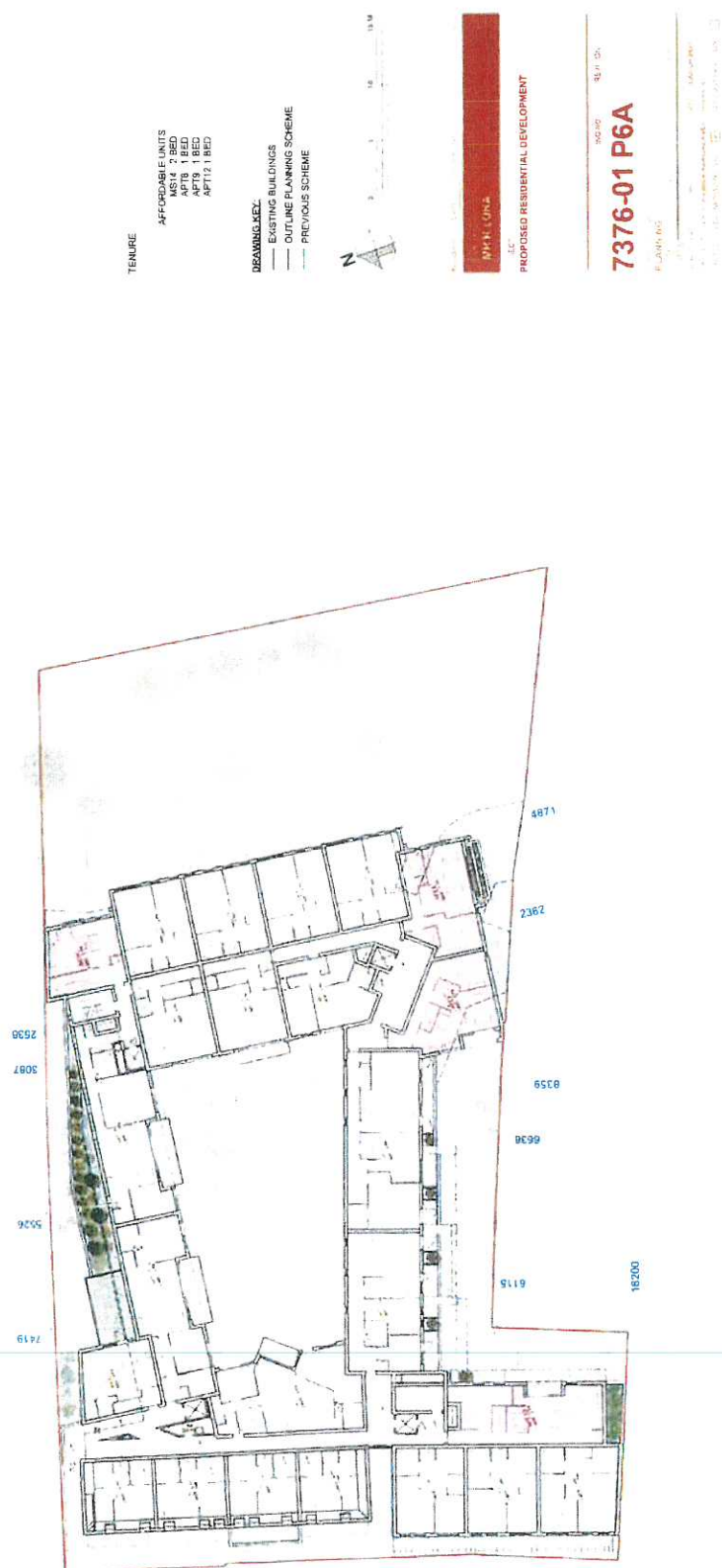
The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

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

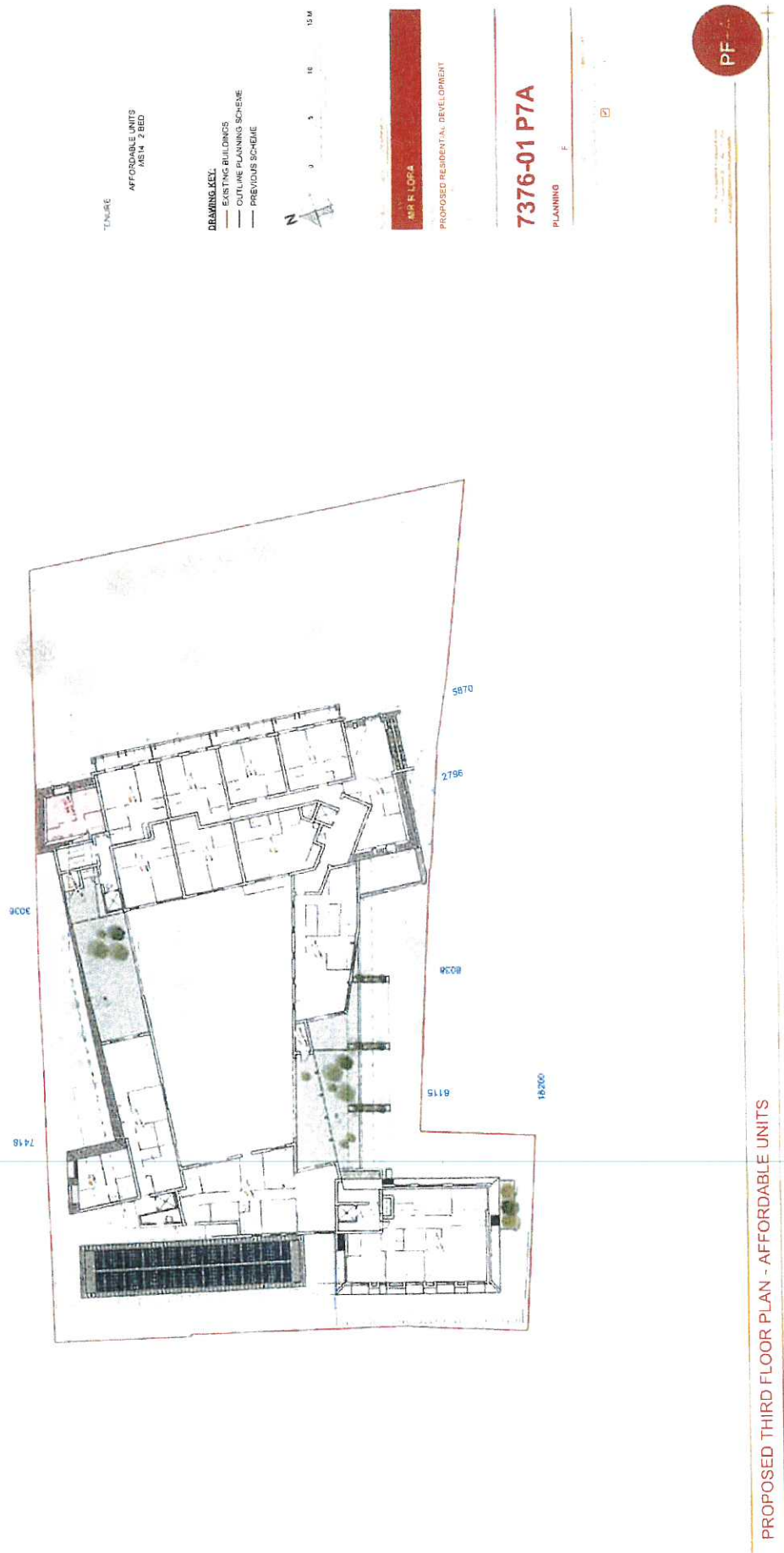






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PROPOSED SECOND FLOOR PLAN - AFFORDABLE UNITS



THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Minister seven (7) days' notice in writing of its intention so to do.

CONTRIBUTION

- 2 To pay the Eastern Cycle Route Network Contribution to the Treasurer of the States not less than twenty eight days prior to the Commencement of the Development.

AFFORDABLE HOUSING

- 3 To allow Eligible Persons to purchase the Assisted Purchase Dwelling Units and further to allow them to defer payment of the Deferred Amount to the Owner.
- 4 That the Assisted Purchase Dwelling Units shall only be sold or transferred in accordance with the Approved Assisted Purchase Scheme.
- 5 That the Assisted Purchase Dwelling Units will remain in perpetuity as such and shall only be owned and Occupied by Eligible Persons.
- 6 Where the Development is to be divided into flying freehold units so that each of the Dwelling Units will be held by way of flying freehold the declaration of co-ownership shall include such provisions terms and conditions as are necessary to ensure that the status of the Assisted Purchase Dwelling Units as Dwelling Units to be owned and occupied by Eligible Persons in perpetuity shall be part of the *destination* in the declaration.

PERCENTAGE FOR ART

- 7 Not to Occupy the Development until such time as the Percentage for Art Contribution has been made in accordance with the Public Art Statement.

FOURTH SCHEDULE**Minister's covenants**

1. The Minister 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.
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 five years of the date of receipt by the Treasurer of the States of such payment.

FIFTH SCHEDULE
Approved Assisted Purchase Scheme



MSPlanning Limited, 14 Britannia Place,
Bath Street, St. Helier, Jersey JE2 4YS

Deputy S. Mézec
Minister for Housing
Government of Jersey
19-21 Broad Street
St Helier JE2 3RR



24 June 2024

Dear Minister

**HOTEL SAVOY
AFFORDABLE HOUSING PROVISION**

We act for Mr Roberto Lora and the Hotel Savoy in relation to the proposals to redevelop the existing hotel for 53 new homes.

The planning application (reference P/2022/1308) now benefits from a resolution to approve confirmed by MD-ENV-2024-0132 issued on 23 February 2024 and requires, amongst other matters, that a Planning Obligation Agreement is signed within 6 months to "*deliver at least 15% of the residential units as assisted purchase homes on agreed terms.*"

The project team were aware of this requirement, emerging from Policy H6 of the Island Plan, and the associated Supplementary Planning Guidance. The lead Architect indeed wrote to your predecessor on 28 September 2023 (see attached) but unfortunately, we have no record of a response.

We therefore write to re-confirm the offer and expand on the proposed terms, which remain as 8 new homes (15% of 53 units, rounded up) which are shown for information on the attached drawings, being 6 x 1-bed and 2 x 2-bed apartments.

It is proposed that the identified homes would be ring-fenced for First Time Buyers only and discounted by 15% of their open market value through a shared equity framework supported by the developer.

We believe shared equity structures are increasingly common in the island and in our experience are comfortable both with lenders and purchasers, with several successful



schemes in operation, providing an excellent opportunity to improve access and affordability for islanders.

The developer would require the return of its equity in the event of the first future sale and will provide purchasers with the option to 'buy-out' the 15% share through annual capital repayments or outright, however, the First Time Buyer status of the identified units would continue in perpetuity.

The proposals for the Hotel Savoy differ slightly to other planning applications that have recently been considered in that the site is likely to be sold, and the current owner is unlikely to be the final developer. It is also perhaps notable that the 53-unit application is only just beyond the 50-unit threshold when Policy H6 applies, therefore the 15% provision is perhaps a proportionately larger amount in comparison to some other schemes. Notwithstanding this, the owner is fully aware of the broader context of the housing market in Jersey and is fully supportive of the policy intentions.

We would be grateful for your early response regarding the acceptability of this proposal, following which we can move forward to conclude the drafting of the Planning Obligation Agreement.

Yours faithfully

[Redacted signature]

John Nicholson BA(Hons) BPI MRTPI
Chartered Town Planner
For MSPlanning Ltd

[Redacted signature]

cc. *Natasha Day and Jack Norris (by email)*

enc. *28 Sept 23 letter to (former) Minister for Housing*



Minister for Housing & Communities
States Greffe
Morier House
St Helier
Jersey
JE1 1DD

28 September 2023

Dear Deputy Warr,

Further to my email dated 28 September 2023, requesting a meeting with yourself to present The Savoy development - a large-scale development comprising of 53 units, we write with regards to the following:

As part of the recent SPG - H6 requirement for 15% of developments over 50 units being given over to affordable housing.

Our scheme (see enclosed plans) comprises of 53 units, the unit mix being:

4 Beds = 4
3 Beds = 16
2 Beds = 26
1 Bed = 7

Out of these units we are proposing to offer the enclosed highlighted units for affordable housing.

6 x 1 Bed
2 x 2 Beds

In total 8 units which meets the affordable housing provision of 15%.

Separately, we have also met with Andium, who are in discussions with the owner regarding their involvement in the scheme.

We look forward to hearing back from you.

Yours sincerely,



HAMISH HARGREAVES STUDIO HEAD
BARCH (Hons) RAIA

PF+A www.pfaarchitecture.com
10 Montague Place, Bath Street, St Helier, Jersey, JE1 1DD

01534 444444 07594 555555



From: Jack Norris [REDACTED] &
Subject: RE: Hotel Savoy - assisted purchase proposal
Date: 4 July 2024 at 11:36
To: John Nicholson [REDACTED]

JN

Hello John

Apologies for the delay in my response. The Minister is supportive of the proposal and given his agreement.

The Minister's office is going to communicate with the applicant and yourself formally, and I understand that a letter will be sent imminently. I will communicate the Minister's decision to Planning officers for the preparation of the draft POA.

Kind regards

Jack Norris
Principal Policy Officer



Government of Jersey
Housing, Environment and Placemaking
19-21 Broad Street | St Helier | Jersey | JE2 3RR



From: John Nicholson [REDACTED]
Sent: Thursday, July 4, 2024 11:29 AM
To: Jack Norris [REDACTED]
Subject: Re: Hotel Savoy - assisted purchase proposal

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning Jack

I am conscious of the imminent holiday season and I'm just wondering about likely timeline for the Minister to provide feedback?
many thanks

with regards, John



John Nicholson [REDACTED]
Chartered Town Planner



www.msplanning.co.uk

14 Britannia Place, Bath Street, St Helier Jersey, JE2 4YS

Gemma Vasselin

From: Jack Norris
Sent: 05 July 2024 09:48
To: Gemma Vasselin
Cc: Julie Melia; Roberto Lora; John Nicholson
Subject: RE: P/2022/1308 Hotel Savoy

Hello Gemma

Following on from John's e-mail, I am pleased to confirm that the Minister for Housing has approved the assisted home ownership scheme under Policy H6 of the bridging Island Plan, and as given effect under the SPG.

The Minister has approved the proposed shared equity arrangement on 15% of the 53 units, equating to six one-bedroom units and two two-bedroom units, which will be offered at a 15% discount to the open market value and remain first-time buyer in perpetuity.

Please do get in touch if you need anything more from me in preparing the draft POA.

Kind regards

Jack Norris
Principal Policy Officer

Government of Jersey
Housing, Environment and Placemaking
19-21 Broad Street | St Helier | Jersey | JE2 3RR



From: John Nicholson <[REDACTED]>
Sent: Thursday, July 4, 2024 1:19 PM
To: Gemma Vasselin <[REDACTED]>
Cc: Jack Norris <[REDACTED]>; Julie Melia <[REDACTED]>; Roberto Lora <[REDACTED]>
Subject: P/2022/1308 Hotel Savoy

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Gemma

I have just received confirmation from the Housing Minister that he has agreed the terms for the 15% affordable housing provision and this will shortly be formally communicated to you by Jack Norris.

The matters for inclusion in the POA are set out in the Ministerial Decision as:

(a) deliver at least 15% of the residential units as assisted purchase homes on agreed terms,

- now agreed, see attached

(b) make a Percentage for Art contribution in accordance with an agreed Public Art Statement

- the Public Art Statement is an approved document, and this can be secured prior to first occupation

(c) make a contribution at an agreed rate towards the improvement of the Eastern Cycle Route Network,

- July 2017 SPG has this as £1350/unit, which (index linked) is £1864.90/unit today, so 53 units would be £98,840, payable prior to the commencement of development (as per other recent POA's)

Please can you therefore instruct the LoD to progress the POA on behalf of the Chief Officer.

Julie Melia, Head of Property with Mourant, is acting for the Applicant in this matter (cc'd to this email).

Do let me know if anything further is needed.

with regards, John



John Nicholson BA(Hons) BPI MRTPI
Chartered Town Planner



www.msplanning.co.uk

14 Britannia Place, Bath Street, St Helier Jersey, JE2 4YS



Signed on behalf of the Minister this 21 day of August 2024

by

ANDREW MARX

in the presence of CHRISTOPHER JONES

Signed on behalf of the Owner this 13th day of August 2024

by

Director

in the presence of

Signed on behalf of the First Lender this 13th day of August 2024

in the presence of

Signed on behalf of the Second Lender this 25 day of July 2024

by

in the presence of