

In the Royal Court of Jersey

Samedi Division

In the year two thousand and seventeen, the twenty-seventh day of April.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for the Environment and C.T.J. Housing Trust in relation to 1 & 2 Minden Place, 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 1 Minden Place, 2 Minden Place, 1 Minden Street and Numbers 2, 4, 6, 8, 10 and 12 "Rue de Funchal " (formerly "James Street" and also "Old James Street")

Dated

26th April

2017

The Minister for the Environment (1)

C.T.J. Housing Trust (2)

DATE

2017

PARTIES

- (1) The Minister for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Minister**");
- (2) C.T.J. Housing Trust c/o Voisin-Hunter Ltd, One Esplanade, St Helier JE2 3QA ("**the Owner**") of

RECITALS

- 1 The Owner warrants that by right under hereditary contract of purchase of 2 October 2015 from Christopher Payn Murray Forster William Payn Murray Forster and Timothy Payn Murray Forster it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owner submitted an application (accorded the reference P/2016/0171) for planning permission for the Development.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Committee for determination by that Committee.
- 4 The Committee refused planning permission on 20 October 2016 subsequent to which the Owner exercised its right under Article 108 of the 2002 Law to appeal the said refusal of planning permission ("the Appeal").
- 5 The Appeal was heard by an Inspector ("the Inspector") on the 11 January 2017.
- 6 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Inspector in his report dated 28 February 2017 ("the Inspector's Report") recommended to the Minister that planning permission for the Development should be granted subject to the prior completion of this Agreement to secure the obligations contained herein.
- 7 Having considered the Inspector's Report the Minister has under Article 116 of the Law given effect to the Inspector's recommendation to allow the appeal and grant planning permission subject to the prior completion of this Agreement to secure the obligations contained herein
- 8 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 9 The parties acknowledge that this Agreement is legally binding.
- 10 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:

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| | |
| "Affordable Housing" | residential accommodation for renting or accommodation for purchase, by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey; |
| | |
| "Affordable Housing Gateway" | a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to Eligible Persons; |
| | |
| "Affordable Housing Unit" | any one of the Dwelling Units to be constructed on the Site as part of the Development to be let by an Approved AHP to Eligible Persons at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms, or sold to Eligible Persons, the sale being carried out in accordance with an Assisted Ownership Scheme or by associations or charities recognised by the Minister for Housing as providing accommodation for the use of disadvantaged persons; |
| | |
| "Assisted Ownership Scheme" | a sales mechanism approved by the Minister for Housing in writing such scheme to include sale details of the mechanism to restrict in perpetuity the ownership of the Affordable Housing Unit to Eligible Persons |
| | |
| "Agreement" | this agreement including the recitals and schedules hereto; |
| | |
| "Application" | the application for planning permission in respect of the Site and described as "Demolish existing building and construct 3 No. retail units, 26 No. one bed and 5 No. two bed residential units. 3D Model Available. AMENDED PLANS: Site edge extended |

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| | to include part of the public highway. Various public realm improvements to the public highway. Various alterations to the external design and appearance.” and given the reference P/2016/0171; |
| | |
| "Approved AHP" | <p>An Approved Affordable Housing Provider which is:</p> <ol style="list-style-type: none"> i. the Public; ii. a parish; iii. C.T.J. Housing Trust; iv. a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing; or v. the Company; <p>when discharging their function of providing Affordable Housing having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be;</p> |
| | |
| "Approved Funder" | <p>(a) Any financial institution which shall, be 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, provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed) provide monies to the approved AHP to enable it to proceed with the Development of that part of the Site which is used for the Affordable Housing Units; the consent of the Treasury Minister 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</p> |

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| | <p>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> |
| | |
| "Chief Officer" | <p>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;</p> |
| | |
| "Commencement" | <p>the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;</p> |
| | |
| "the Company" | <p>the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;</p> |
| | |
| "Development" | <p>the development of the Site as set out in the Application;</p> |
| | |
| "Dwelling Unit" | <p>a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;</p> |
| | |
| "Eligible Person" | <p>shall mean persons who are :</p> <p>(a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function;</p> <p>(b) otherwise certified by the Minister for Housing at all times acting reasonably and consistently with the discharge of her housing function as being eligible to reside in the Affordable Housing Units; or</p> <p>(c) an association or charity recognised by the Minister for Housing as providing accommodation for the use of disadvantaged persons;</p> |

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| "Family Member" | a member of the family of an Eligible Person and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild or any other resident dependent; |
| | |
| "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 HSBC Bank Plc from time to time. |
| | |
| "Island Plan 2011" | The States of Jersey Island Plan, 2011 (as amended from time to time); |
| | |
| "Law" | the Planning and Building (Jersey) Law 2002; |
| | |
| "Minister for Housing" | the Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time; |
| | |
| "Planning Permit" | the planning permission for the Development granted by the Minister pursuant to the Appeal as recorded in his decision reference MD-PE-2017-0021 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; |
| | |
| "Royal Court" | the Royal Court of the Island of Jersey; |
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| "SHU" | the Strategic Housing Unit established following States approval of P33/2013 (or any successor body); |
| | |
| "Site" | 1 Minden Place, 2 Minden Place, 1 Minden Street and Numbers 2, 4, 6, 8, 10 and 12 "Rue de Funchal " (formerly "James Street" and also "Old James Street") as shown for the purpose of identification edged by a thick black line and cross-hatched black on the Plan; |
| | |
| "Social Rental Terms" | means terms that are approved by the Minister for Housing |
| | |

2 CONSTRUCTION OF THIS AGREEMENT

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

4 CONDITIONALITY

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

6 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 Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire

interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the 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 herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the 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 all the obligations under this Agreement have been discharged.

11 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.

12 GOODS AND SERVICES TAX

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

12.2 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.

13 JURISDICTION

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

FIRST SCHEDULE

The Plan

SECOND SCHEDULE

The Planning Permit

1 - 2 Minden Place, St. Helier: Planning Application (P/2016/0171): Appeal Decision

A decision made 13 March 2017:

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| Decision Reference: MD- PE- 2017 – 0021 | | | |
| Decision Summary Title: | Appeal Decision – 1-2 Minden Place, St Helier. (P/2016/0171) | Date of Decision Summary: | 7 March 2017 |
| Decision Summary Author: | Principal Planner (Policy) | Decision Summary: Public or Exempt? | Public |
| Type of Report: Oral or Written? | Written | Person Giving Oral Report: | n/a |
| Written Report Title: | Report to the Minister-1-2 Minden Place | Date of Written Report: | 28 February 2017 |
| Written Report Author: | Sue Bell MSc., BSc., FCIEEM, CEcol, CWEM. Planning Inspector | Written Report : Public or Exempt? | Public |

Subject:

Appeal under Article 108 of the Planning and Building (Jersey) Law 2002 against a refusal to grant planning permission at 1-2 Minden Place, St Helier. JE2 4WQ (P/2016/0171)

Decision:

The Minister allowed the appeal in full and hereby grants permission to develop land under Article 116 of the Planning and Building (Jersey) Law 2002 in respect of the following development ; "Demolish existing building and construct 3 No. retail units, 26 No. one bed and 5 No. two bed residential units. AMENDED PLANS: Site edge extended to include part of the public highway. Various public realm improvements to the public highway. Various alterations to the external design and appearance".

This permission is granted subject to the applicant entering, within three months of the date of this decision, into a suitable planning obligation agreement, pursuant to Article 25 of the Planning and Building (Jersey) Law, 2002 (as amended), in order to guarantee the provision of the following;

A. The use of the 31 no. new residential units, delivered by this planning application, as affordable rented or assisted ownership housing in perpetuity, to be occupied by eligible persons referred through the affordable Housing Gateway register or otherwise certified by the Minister for Housing.

In the event that a suitable planning obligation is not agreed within three months of this decision, the application shall be returned to the Planning Committee for further consideration.

AND, subject to compliance with the following conditions and approved plans:

1. The development shall commence within five years of the decision date.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

2. 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.

3. Prior to the commencement of development, a Demolition / Construction Environmental Management Plan (D/CEMP) shall be submitted to, and agreed in writing by, the Department of the Environment. The D/CEMP shall thereafter be implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include, but is not limited to;

- a) a demonstration of best practice in relation to noise and vibration control; and control of dust and emissions (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) specified hours of working (to include that work which would result in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
- d) details of any proposed crushing / sorting of waste material on site;
- e) details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing); and

- f) measures taken to detect and manage any asbestos.

REASON: 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).

4. Waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.

REASON: 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).

5. Notwithstanding the indications on the approved plans, prior to the commencement of any construction on site, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Department of the Environment to be thereafter implemented prior to first occupation and maintained for the lifetime of the development. In respect of the new external brickwork, sample panels (measuring at least 1m² and including a corner) shall be constructed, and made available for the inspection of Department officers, prior to agreement of this detail.

REASON: To ensure a high quality of design and in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (revised 2014).

6. All planting and other operations comprised in the landscaping scheme hereby approved shall be completed prior to first occupation of any element of the development.

REASON: To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (revised 2014).

7. Any trees or plants planted in accordance with the approved landscaping scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Department of the Environment gives written consent to a variation of the scheme.

REASON: To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policies GD 1 & NE 4 of the Jersey Island Plan 2011 (revised 2014).

8. A Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction. Final details relating to the exact form which the contribution will take, must be submitted to, and approved in writing by, the Department of the Environment, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.

REASON: In accordance with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (revised 2014).

9. The applicant must provide all footway widenings and trees, as shown on the applicant's submitted Plan No. 5370-002E, along with associated drainage and appropriate carriageway cross-falls. The works and all associated costs including design fees are to be delivered in full by the applicant under a suitable Highway Agreement. No occupation of any unit can occur until a timetable for the delivery of these works has been agreed.

REASON: To ensure provision of public real works.

10. Notwithstanding the indications on Plan No. 5370-002E, prior to the commencement of any construction on site, full details of all materials and construction details to be used shall be submitted to and approved in writing by the Department for Environment to be thereafter implemented prior to first occupation and maintained for the lifetime of the development.

REASON: To ensure a high quality of design and in accordance Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (revised 2014).

INFORMATIVES:

1. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.
2. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:
<http://www.gov.je/industry/construction/pages/constructionsite.aspx>
3. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:
http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

4. Given comments received during the assessment of the application, the applicants are advised of the necessity to agree the final detailed design of the new public realm highway works, with relevant officers of the Department for Infrastructure (Transport) & the Parish of St Helier, prior to the carrying out of any work within the public highway.

Approved Drawings

001 B – Location Plan

002 E – Proposed Ground Floor Plan

003 D – Proposed First Floor Plan

004 D – Proposed Second Floor Plan

005 D – Proposed Third Floor Plan

006 D – Proposed Forth Floor Plan

007 E – Proposed East Elevation

008 E – Proposed West Elevation

009 E – Proposed South Elevation

010 C – Proposed Roof Plan

016 B – 3D View

017 B – 3D View

018 B – 3D View

019 B – CGI Daylight View

020 B – CGI Night View

022 D – South Section

100-P0 – Proposed Drainage Plan

Design Statement Rev. A

Ecological Assessment

Percentage for Art Statement

Police Architectural Liaison Officer Report

Waste Management Plan

Reason(s) for Decision:

The Minister agrees with the recommendation of the Inspector as detailed within her report dated 28 February 2017 and considers that there is sufficient justification to allow a development proposal without car-parking because of the very specific circumstances presented by this particular scheme.

Resource Implications:-

None

Action required:

Request the Judicial Greffe to inform interested parties of the decision.

Signature:

Deputy S Luce

Position:

Minister

Date Signed:

Date of Decision (If different from Date Signed):

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 Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

AFFORDABLE HOUSING

- 2 Subject to the Fifth Schedule each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used other than for Affordable Housing.
- 3 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons meeting the required qualifications as set out in this agreement, as well as any additional allocation criteria applied for the time being by the SHU or the Minister for Housing.
- 4 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be used or Occupied by Eligible Persons in pursuance of arrangements made between the occupier of each such unit of accommodation and the Approved AHP or in the case of units used by an association or charity recognised by the Minister for Housing as providing accommodation for the use of disadvantaged persons, in pursuance of arrangements made between the association or charity and the Approved AHP in respect of the use of the unit by persons designated by the association or charity as disadvantaged persons.
- 5 Subject to the Fifth Schedule, none of the Affordable Housing Units shall be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 6 Affordable Housing Units may only be sold or transferred to Eligible Persons on an individual unit basis in the following circumstances:
 - 6.1 the Eligible Persons meeting the required qualifications as set out in this agreement,
 - 6.2 the sale being carried out in accordance with an Assisted Ownership Scheme,
 - 6.3 the relevant Affordable Housing Unit shall not be Occupied otherwise than by an Eligible Person or by a Family Member living as part of a single

household with an Eligible Person or by a Family Member who was living as part of a single household with such an Eligible Person who has since died or by a person or persons designated by an association or charity as set out in paragraph 4 above of this Schedule.

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

FOURTH SCHEDULE**Minister's covenants**

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

Fifth Schedule

Cessation of Obligations

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

AHP in respect of the debt and obligations secured by the hypothec and will discharge –

- a. all amounts due thereunder at the date of transfer forthwith; and
 - b. all continuing obligations of the Approved AHP to the Approved Funder under the debt and obligations secured by the hypothec as they fall due.
3. If the Public exercises the option pursuant to paragraph 1(b) , the Approved Funder will assign to the Public all its rights in the debt due to the Approved Funder secured by the hypothec and in the hypothec itself and the Public will discharge to the Approved Funder all sums due in respect of the said debt and hypothec as at the date of assignment.
 4. Where the Public, having been offered an option in accordance with either of paragraphs 1(a) or 1(b) of this Schedule, does not accept the option within the period specified for its acceptance, the provisions of Schedule 3 concerning the Affordable Housing Units shall cease to apply to the Relevant Land and the Chief Officer shall as soon as practicable following the said provisions ceasing to have effect as aforesaid issue to the Approved Funder and or the owner of the Relevant Land a formal written acknowledgement of the same.

Signed on behalf of the Minister:

[Redacted Signature]

P. LE GRESLEY

Name and Position: DIRECTOR

in the presence of

[Redacted Name]

Name and Position: L. DAVIES, PLANNER

this 26th day of April, 2017

Signed on behalf of C.T.J. Housing Trust

[Redacted Signature]

Chairman of C.T.J. Housing Trust
in the presence of

[Redacted Name]

HELENE BELL.
Name and Position: Legal Administrator.

this 24th day of April 2017