

In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the thirteenth day of January.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between the Chief Officer for the Environment and Andium Homes Limited in relation to the development at La Collette Flats, 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 La Collette Flats, Green Street, St
Helier

Dated 13th January 2016

The Chief Officer for the Environment (1)

Andium Homes Limited (2)

DATE 13th January

2016

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ ("the Owner")

RECITALS

- 1 The Owner warrants that by virtue of Schedule 1 Part 133 to the Social Housing (Transfer) (Jersey) Regulations 2014 it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owner submitted an application (accorded the reference PP/2015/0747) 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 Applications Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Applications Committee at its meeting on 10th December 2015 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.

- 7 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 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;

“Agreement”	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission submitted to the Chief Officer for the Development and allocated reference number P/2015/0747;
"Approved AHP"	<p>An Approved Affordable Housing Provider which is:</p> <ul style="list-style-type: none"> i. the Owner; ii. the Public; iii. a parish; or <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 a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing;</p>
“Approved Funder”	<p>(a) A funder who is approved by the Treasury Minister in the States'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</p>

	<p>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 acquisition and/or development of the Site ; 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 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>

“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 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;
“the Owner”	the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;
"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;
“Eligible Person”	shall mean persons who are : (a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the

	<p>discharge of that Minister's housing function; or</p> <p>(b) otherwise meet the general objectives of the Owner as set out and agreed in the Memorandum of Understanding entered into between the Owner and its guarantor on 22nd July 2014; or</p> <p>(c) certified by the Minister for Housing 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 and 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;
"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;
"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;
"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 numbered 4830/02 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 Reserved Matters Approvals and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Reserved Matters"	Approvals as required under Condition C of the Planning Permit of the details of A) design; B) external appearance of the new buildings (including the materials proposed); and C) landscaping
"Reserved Matters Approvals"	the approval of the Reserved Matters by the Chief Officer following the granting of the Planning Permit
"Relevant Land"	that part of the Site comprising the Affordable Housing Units
"Royal Court"	the Royal Court of the Island of Jersey;
"SHU"	the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
"Site"	La Collette Flats, Green Street, St Helier, as shown edged in black on the Plan;

“Social Terms”	Rental	means terms that are approved by the Minister for Housing
“Transport Facilities Specification”		a specification for the carrying out of the Transport Facilities Works;
“Transport Facilities Works”		<p>Works for:</p> <p>a) Relocation of the pedestrian crossing/(island refuge) in Green Street.</p> <p>b) The relocation and replacement of the bus shelter located on the western side of Green Street and upgrading the bus shelter on the eastern side of Green Street</p>

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 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 9, 10 and 12 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 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 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.

7 MISCELLANEOUS

- 7.1 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 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.
- 7.2 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.
- 7.3 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.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 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.

- 7.9 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.
- 7.10 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.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 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.

9 CHANGE IN OWNERSHIP

The Owner agrees 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.

10 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.

11 GOODS AND SERVICES TAX

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

11.2 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.

12 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

Department of the Environment
Planning and Building Services

DRAFT

Mr P Garforth
Morris Architects
17 La Motte Street
St Helier
Jersey JE2 4SY

States
of Jersey

Planning Application Number PP/2015/0747

Dear Sir/Madam

Application Address:	La Collette Flats, Green Street, St. Helier.
Description of Work:	<p>OUTLINE PLANNING: Redevelopment of La Collette including demolition of 5 No. low rise blocks (containing 59 units) and construction of 5 No. larger blocks providing 147 units. Revisions to PP/2014/1872: Re-position Block D and provide hyperbaric centre.</p> <p>Fixed Matters for this application are:- A) Siting; B) Scale; C) Means of access.</p> <p>Reserved Matters for this application are:- A) Design; B) External appearance of the new buildings (including the materials proposed); C) Landscaping. Revisions to PP/2014/1872: re-position Block D and provide hyperbaric centre. (EIS Submitted. 3D model available).</p>

Please find enclosed the decision notice for the above application.

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 please 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. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je

Yours faithfully

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Planning Application Number PP/2015/0747

DRAFT Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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 endures (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:

OUTLINE PLANNING: Redevelopment of La Collette including demolition of 5 No. low rise blocks (containing 59 units) and construction of 5 No. larger blocks providing 147 units.

Fixed Matters for this application are:-

A) Siting; B) Scale; C) Means of access.

Reserved Matters for this application are:-

A) Design; B) External appearance of the new buildings (including the materials proposed); C) Landscaping.

Revisions to PP/2014/1872: re-position Block D and provide hyperbaric centre.
 EIS Submitted. 3D model available.

To be carried out at:

La Collette Flats, Green Street, St. Helier.

REASON FOR APPROVAL: The proposed development is considered to be acceptable having due regard to the Island Plan 2011, Revised (2014), and all of the other material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP6, GD1, GD3, GD5, GD7, GD8, NE1, NE4, HE1, BE5, BE10, H1, H4, H6, SC04, TT2, TT3, TT4, TT8, TT9, NR1, NR7, WM1, LWM2 & LWM3 of the approved Island Plan 2011: (Revised 2014).

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In addition, the development has been assessed against the draft Supplementary Planning Guidance for La Collette Flats (March 2013) and although not an adopted document is nevertheless a material consideration for the assessment of this application. In this case, the proposed development is regarded as acceptable within an economically viable development package necessary to secure the long-term future of this affordable housing site.

The site has been highlighted in the Island Plan as offering potential for redevelopment to create additional units. The existing flats offer a poor living environment in some respects and the redevelopment of the site will create a significant number of new units in a sustainable location within the Built Up Area offering a better quality of accommodation and a more sustainable use of the site.

The loss of the listed buildings is, in this case, considered acceptable and necessary to achieve the benefits of the development. The loss of the open space has also been carefully considered. It allows for a more efficient use of the site, and improved accessible amenity space has been provided for residents in the new scheme.

In addition, the representations raised to the scheme have been carefully assessed. The decision acknowledges the presented issues, particularly in relation to the amenities of neighbours by reference to the scale, form and nature of the proposals. Further, the scheme takes into account the Planning Application Committee's previous comments in regard to Block 'D' which has been amended following refusal of application PP/2014/1872.

The comments in relation to the Petition lodged by Deputy Labey to the States of Jersey in regard to retaining the protected Open Space status of the existing green space on the site between La Collette Low Rise and its border with Green Street are also noted, and along with all the issues raised, have been weighed carefully against the benefits delivered by the application.

Consultation comments on highway improvements confirm that a P.O.A. will be required not only to secure affordable housing on this site in perpetuity and also to relocate and refurbish the bus stops on Green Street and also to reposition the pedestrian Island refuge to make highway improvements for the revised access arrangements to and from the site.

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Taken as a package, it is considered that the application will be positive and beneficial, and that the potential impacts will not be unreasonable in all the circumstances noted.

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

- A. The development shall commence within five years of the decision date or within 2 years of the approval of the final 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 for the approval of Reserved Matters, as detailed in Condition C, shall be made before the expiration of three years from the date of this decision.
Reason: To accord with Article 19(6) of the Planning and Building (Jersey) Law 2002.
- C. Approvals of the details of the design; external appearance of the new buildings (including materials proposed), and landscaping of the site – 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 2011.

Condition(s):

1. Notwithstanding the requirements of standard condition 'C' above prior to commencement of the development on site, full details are required of all the external materials including samples and colours, of all and hard surfacing to be used to construct the development. Details of all elevational treatments including the balconies, window systems, downpipes, hoppers, gutters, railings, roof materials and road / footpath / driveway surfacing shall also be submitted. The development shall not be commenced until the external material details have been submitted to and approved in writing by the Department of the Environment. Once approved, the external materials shall thereafter be implemented in full prior to first occupation, and retained and maintained as such in perpetuity thereafter.
2. Notwithstanding the requirements of standard condition 'C' above, the development, hereby permitted, shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme of landscaping which 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 and on adjoining land within

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the same ownership;

- 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 or features to be created, for example, any excavation works, hard surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs to include a Method Statement for all works within the Root Protection Area as identified on the approved Landscape Proposals drawing; and,
- v) the arrangements to be made for the maintenance of the landscaped areas to include that any trees or plant(s) planted in accordance with the approved landscape 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, unless the Minister for Planning and Environment gives written consent for a variation of the scheme;
- vi) any management regime to ensure that residents of all units have unrestricted access to the primary amenity spaces, including active and passive facilities, particularly addressing the need to provide children's play areas within the development.

The approved details shall thereafter be implemented in full prior to first occupation of the relevant phase, and retained in perpetuity thereafter.

3. Prior to first use of the proposed site access junction fronting onto Green Street visibility splays shall be laid out and constructed in accordance with the approved plans - achieving visibility splays of 36m between vehicle drivers 2 metres within the access and drivers in the centre of the nearside and offside traffic lanes. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within the approved visibility splays.

4. Notwithstanding the submitted information, the development, hereby permitted, shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment a scheme setting out the allocation of the car parking spaces for the new development, as approved, and existing tower block, and cycle storage spaces to individual apartments; (there should be a minimum of 4/5 bicycle stands per apartment block). For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. Car parking shall not to be sub-let or reassigned to non-residents of the development. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

5. The development, hereby permitted, shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment a Demolition / Construction Environmental Management Plan (D/CEMP). The Plan shall include an implementation programme of mitigation

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measures to minimise any adverse effects of the proposal, and shall include:

- i) A demonstration of best practice in relation to noise and vibration control; and control of dust and emissions;
- ii) Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- iii) Specified hours of working (to include that work resulting 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, or on Bank or Public Holidays).
- iv) Details of any proposed crushing / sorting of waste material on site;
- v) Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing)
- vi) Measures taken to detect and manage any asbestos.

Once agreed the approved details shall thereafter be implemented in full during the demolition and construction phases and retained and maintained as such until completion of the development.

6. Notwithstanding the submitted information, the development hereby permitted shall be implemented in full in accordance with the approved Waste Management Strategy contained within the E.I.S. documentation. Any variations shall be submitted to and agreed in writing by the Department of the Environment.

7. The finalised Green Travel Initiatives outlined in Planning document: 'Supplementary Note to Accompany the Transport Statement - December 2014 produced by KR Synergy', with particular reference to the, AutoTrack assessment for refuse collection vehicles, and relocation of the pedestrian island refuge, shall be submitted to and agreed in writing by Department of the Environment following consultation with the Connetable of St. Heller & the Minister for TTS-Highways. Once agreed the details shall be implemented in full prior to first occupation of any of the units created, and retained in perpetuity thereafter.

8. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme of service infrastructure, which shall include details of:

- i) separated waste facilities (general waste; paper & cardboard; plastic bottles & metal cans; glass & green waste) and waste collection arrangements;
- ii) details of the communal satellite television reception system (or other communications infrastructure);
- iii) confirmation of the location and number of electric car charging points; and
- iv) proposed SUDS / rainwater harvesting, shall be submitted to and approved in writing by the Department of the Environment, to be thereafter implemented prior to first occupation and maintained in perpetuity.

The approved details shall thereafter be implemented in full prior to first

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occupation, and retained in perpetuity thereafter.

9. No part of the development, hereby approved, shall be occupied until the public footpath adjacent to the scheme on Green Street is increased in width from 1.8m to 2.4m. It shall thereafter be retained and maintained as such in perpetuity.

10. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme of external lighting. Once agreed the approved details shall thereafter be implemented in full prior to first occupation, and retained and maintained as such in perpetuity thereafter.

11. The development, hereby permitted, shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment a programme of on-site archaeological investigation by a registered archaeologist to clarify the archaeological potential of the site. The programme shall also include for an appropriate mitigation strategy and / or on-going watching brief. The agreed investigations and any agreed mitigation shall be completed prior to the commencement of development.

12. Prior to commencement of the development hereby approved, a programme of recording and analysis of the protected structures to be lost shall be submitted to and approved by the Department of the Environment. The recording and analysis shall be carried out by a suitably qualified person as agreed by the Department. That work shall be carried out in full accordance with the programme approved. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.

13. Should any contamination be found during the course of development hereby approved, work shall cease and the Department of the Environment contacted immediately. If contamination is identified, the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme, to be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented to the satisfaction of the Department and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

14. No part of the development, hereby approved, shall be occupied until the approved drainage works, including the connection to the foul sewer, is completed in accordance with the approved planning documents.

15. 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 and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

16. No part of the development, hereby approved, shall be occupied until the works to enhance the pedestrian route between Rope Walk and Mount

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Bingham are completed. Thereafter the route shall be retained and maintained as such in perpetuity.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the approved Island Plan, 2011 (Revised: 2014).
2. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape and to deliver a high quality of design in accordance with Policies GD1 and GD7 of the approved Island Plan, 2011 (Revised: 2014).
3. In the interests of highway safety, in accordance with Policy GD1 of the Island Plan 2011: (Revised 2014).
4. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the approved Island Plan, 2011 (Revised: 2014).
5. In the interests of protecting the amenities of the area generally to accord with Policy GD1 of the approved Island Plan, 2011 (Revised: 2014).
6. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the approved Island Plan, 2011 (Revised: 2014).
7. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the approved Island Plan, 2011 (Revised: 2014).
8. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of approved Island Plan, 2011 (Revised: 2014).
9. In the interests of highway & pedestrian safety, in accordance with Policy GD1 of the approved Island Plan, 2011 (Revised: 2014).
10. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of approved Island Plan, 2011 (Revised: 2014).
11. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE5, of the approved Island Plan, 2011 (Revised: 2014).
12. To ensure that special regard is paid to the interests of the architectural and historical interest, character and integrity of the buildings and place in accordance with Policies SP4, HE1, HE2, HE5 of the approved Island Plan, 2011 (Revised: 2014).
13. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the approved Island Plan, 2011 (Revised: 2014).
14. To ensure that the property has adequate foul drainage and in order to prevent any pollution of groundwater in accordance with Policies GD1, NR1, LWM2 & LWM3 of the approved Island Plan, 2011 (Revised: 2014).
15. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the approved Island Plan, 2011 (Revised: 2014).

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2015/0747

16. In the interests of highway & pedestrian safety, in accordance with Policy GD1 of the approved 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 plan(s) has/have been approved:

Location Plan
 Survey Site Plan 4830/02
 Massing Strategy Site plan 4830/11
 Proposed Site Plan 4830/03 A
 Proposed Ground Floor Plan 4830/04
 Proposed First Floor Plan 4830/05
 Proposed Second Floor Plan 4830/06 B
 Proposed Third Floor Plan 4830/07 B
 Proposed Fourth Floor Plan 4830/08 B
 Proposed Fifth Floor Plan 4830/09 B
 Sectional Elevation Sheet 1 4830/15
 Sectional Elevation Sheet 2 4830/16
 Sectional Elevation Sheet 3 4830/17 B
 Detailed Sections and Elevation 4830/18
 Elevation Study Design Code 01 4830/22
 Elevational Study Design Code 02 4830/23
 Streetscapes Sheet 01 4830/27
 Proposed Spatial Strategy/ROOF PLANS 4830/35 A
 Massing Drawing North & East Elevation 4830/40
 Massing Drawing South Elevation 4830/41
 Massing Drawing Courtyard Elevations 4830/42 A
 Massing Drawing North Elevation 4830/43
 Massing Drawing South Elevation 4830/44
 Design Statement
 EIA
 Revised Planning Statement
 Supplementary Information

DECISION DATE:

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

THIRD SCHEDULE
The Owner's Covenants with the Chief Officer

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 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 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.
- 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.

TRANSPORT FACILITIES

- 6 Not to Commence the Development before the Transport Facilities Specification has been submitted to the Chief Officer for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Chief Officer, acting reasonably.
- 7 To undertake and complete at its own expense the Transport Facilities Works or cause to be carried out the Transport Facilities Works the whole in accordance with the approved Transport Facilities Specification prior to Occupation of any Affordable Housing Unit
- 8 That on completion of the Transport Facilities Works the Owner shall provide to or procure via its architect for the Chief Officer three sets of as built plans (in such media format as the Minister requires acting reasonably) and other information reasonably required by the Chief Officer plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).
- 9 Not to Occupy or cause or permit to be Occupied the Development until such time as the Transport Facilities Works have been completed to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure) and the Chief Officer shall not unreasonably delay confirmation of his satisfaction.

FOURTH SCHEDULE
Chief Officer's covenants

The Chief Officer 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 Chief Officer 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 Chief Officer:

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Name and Position: *PETER LE GRENEY (DIRECTOR)*

in the presence of



Name and Position: *MARION JONES - Planner*

this *13th* day of *January* 2016

Signed on behalf of Andium Homes Limited



Name and Position: *IAN K GALLICHAH, CHIEF EXECUTIVE*

in the presence of



Name and Position: *JOHN C HAMON, FINANCE DIRECTOR*

this *8th* day of *JANUARY* 2016