

**Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey)
Law 2002 (as amended)**

relating to the development of Fields S415A and S470 St Saviour, Jersey

Dated:

14 May 2025

The Chief Officer for the Environment (1)

Valda Carolyn Bailey nee Newey; Adam Michael Newey; Linda Martha Holt; Laura Calypso
Francesca Newey; and Atilla Zeno George Ferdinand Newey (2)

DATE

14 May

2025

PARTIES

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS (the **Chief Officer**); and
- (2) **Valda Carolyn Bailey nee Newey; Adam Michael Newey; Linda Martha Holt; Laura Calypso Francesca Newey; and Atilla Zeno George Ferdinand Newey** care of Collas Crill, Gaspé House, 66-72 Esplanade, St Helier, Jersey JE1 4XD (together the **Owner**);

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Application for planning permission for the Development has been submitted for and on behalf of the Owner by Langlois Homes Limited.
- 3 Having regard to the purposes of the Law, the Bridging Island Plan 2022 and all other material considerations the Chief Officer is minded to grant planning permission with respect to the Application, subject to the prior completion of this Agreement to secure the matters referred to herein.
- 4 The Site is zoned for the provision of affordable homes and must be delivered in accordance with Policy H5 and 'Development Briefs: Affordable Housing Sites SPG, 2023'.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties hereto 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"	the Site is zoned for affordable housing and the Planning Permit grants approval for 38 Affordable
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		Housing Units to be provided in accordance with the Third Schedule;
"Affordable Housing Mix"		<ul style="list-style-type: none"> a) 55% (21) Dwelling Units to be sold to Eligible Persons who are First Time Buyers; and b) 45% (17) Dwelling Units to be transferred to an Approved AHP to be social rented accommodation; or c) such other tenure mix as between Dwelling Units for sale to Eligible Persons who are also First Time Buyers and Dwelling Units to be transferred to an Approved AHP to be social rented accommodation as agreed to by the Chief Officer in accordance with the Third Schedule;
"Affordable Housing Unit"		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 Ownership Terms"		provisions which are designed to ensure that the First Time Buyer Units are not sold for more than 70% of the Open Market First Time Buyer Value equivalent, and remain discounted and subject to restrictions to achieve that aim in perpetuity;
"Agreement"		this agreement including the recitals and schedules hereto;
"Application"		the application for planning permission in respect of the Site and described as, "Construct 38 no Affordable Homes comprising 3 No 2 bedroom, 33 No 3 bedroom and 2 No 4 bedroom dwellings with amenity space, parking and internal and external storage. Various hard and soft landscaping to include communal and public open space. Form new vehicular access on to La Rue des Friquettes and a pedestrian access on to La Grande Route de St Martin" and given the reference P/2024/1368;

"Approved AHP"		an approved affordable housing provider or providers in accordance with the provisions of <i>'Development Briefs: Affordable Housing Sites SPG, 2023'</i> ;
"Assisted Ownership Scheme"		<p>a scheme for the provision of affordable housing by an Approved AHP in accordance with the provisions of <i>'Development Briefs: Affordable Housing Sites SPG, 2023'</i> to include:</p> <ul style="list-style-type: none"> a) the numbers, types and location on the site of the assisted purchase housing provision with details of the same for Social Rent Homes to be made; b) the timing of the construction of the assisted purchase housing and its phasing, relative to the provision of social rented homes; c) the arrangements for the transfer of the affordable housing to an approved affordable housing provider, Parish-led association or trust, as relevant; d) the arrangements to ensure that such assisted purchase housing provision is affordable for both first and subsequent occupiers of the affordable housing; e) ensuring the occupancy and ownership is confined to persons satisfying the eligibility criteria of the Minister for Housing through the housing gateway; and f) Affordable Ownership Terms;
"Bus Shelter Contribution"		a one-off lump sum payment of Thirty Two Thousand Three Hundred and Seventy Four Pounds and Forty Seven pence (£32,374.47) Sterling;
"Bus Service Enhancement Contribution"		a one-off lump sum payment of One Hundred and Twenty Six Thousand Four Hundred and Ninety Three Pounds and Fifty Four Pence (£126,493.54) Sterling;

"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the Government of Jersey responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and 'Commence' and 'Commenced' shall be construed accordingly;
"Cycle Network Contribution"		a one-off lump-sum payment of Seventy Two Thousand Two Hundred and Nine Pounds and Fifteen Pence (£72,209.15) Sterling;
"Development"		the development of the Site as set out in the Application;
"Drainage Contribution"		a one-off lump sum payment of Thirteen Thousand Eight Hundred Pounds (£13,800) Sterling;
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Ecology & Landscaping Plan"		<p>a management plan setting out details as to:</p> <ul style="list-style-type: none"> a) the overall vision for landscape design, including setting out the aims and objectives, at the Development; b) management responsibilities, setting out details as to who will undertake the works in question; c) landscape management operations, outlining the schedule of operations over a minimum 10-year period; d) landscape maintenance proposals, including (i) standards of workmanship and maintenance details for each hard/soft landscape component, and (ii) provision for

		a programme of replacement should components of the hard and soft landscape fail, or if faults should occur in respect thereof, for a minimum 10-year period;
"Eligible Persons"		<p>persons 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) certified by the Minister for Housing at all times acting reasonably consistently with the discharge of their housing function as being eligible to purchase an Affordable Housing Unit;
"First Time Buyer(s)"		<p>any person who:</p> <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> <ul style="list-style-type: none"> (a) any immovable property (b) either in their own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation; <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 a Dwelling Unit, notwithstanding the fact that they do not fall within (1) above, any refusal by the Minister for Housing to approve a person as being in need of assistance to acquire such property being subject to review by the Minister for the Environment, who shall have power to overrule the decision of the Minister for Housing;</p>

"First Time Buyer Units"		<p>a) twenty one (21) of the thirty eight (38) Dwelling Units to be constructed on the Site as part of the Development or such alternative number of Dwelling Units that may be agreed as part of the Affordable Housing Mix as defined, and;</p> <p>b) Such Dwelling Units to be sold to an Eligible Person on Affordable Ownership Terms who is also a First Time Buyer;</p>
"First Time Buyer Unit Bond"		a bond in favour of the Approved AHP under which the sum secured under the bond for a First Time Buyer Unit is the difference between the First Time Buyer Unit Price Payable and the open Market First Time Buyer Value;
"First Time Buyer Unit Price Payable"		not more than 70% of the Open Market First Time Buyer Value;
"First Time Buyer Purchase"		a disposal whereby the Approved AHP cedes and transfers to an Eligible Person who is a First Time Buyer a First Time Buyer Unit for a consideration which after taking in to account the amount secured by a First Time Buyer Unit Bond in favour of the Approved AHP does not exceed the Open Market First Time Buyer Value and under which the Approved AHP retains the right to secure that the Eligible Person may only dispose of the First Time Buyer Unit to the Approved AHP or another Eligible Person who is also a First Time Buyer;
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"		the All Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey;
"Interest"		interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;

"Island Plan 2022-2025"		the Government of Jersey Bridging Island Plan, 2022-2025 (as amended from time to time);
"Junction Works"		works to improve the junction of Prince's Tower Road and La Rue des Friquettes by reducing the height of the adjacent bank to the west so as to improve visibility splay lines, in accordance with the plans annexed to the Planning Permit;
"Law"		the Planning and Building (Jersey) Law 2002;
"Management and Maintenance Plan"		<p>a management plan setting out detail for:</p> <ul style="list-style-type: none"> a) the maintenance of roads, visitor cycle parking, EV charging columns, footpaths, landscaping, bin stores, pergolas, play spaces, shared open spaces adjacent to Unit 11 and in front of Units 16 to 25 and 6 to 9 and any other communal areas; and b) the management of the above spaces including a proposal for a residents' forum to ensure long-term sustainability of such areas;
"Minister for Housing"		the Minister for Housing, including their 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;
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out, decoration or occupation for marketing or display or occupation in relation to security operations;
"Open Market First Time Buyer Value"		<p>the amount reasonably expected to be realised on a sale in the First Time Buyer housing market for a Dwelling Unit on the Development assuming:</p> <ul style="list-style-type: none"> a) a willing seller and a willing First Time Buyer; b) that vacant possession is to be given;

		<p>c) that the Dwelling Unit is in good and substantial repair and condition; and</p> <p>subject to a condition created in perpetuity that the Dwelling Unit should not be sold to or occupied by any person who was not a First Time Buyer;</p>
"Plan"		the plan of the Site attached at the First Schedule;
"Planning Permit"		<p>the decision notice providing planning permission for the Development pursuant to the Application, with reference: P/2024/1368, a copy of which is attached at the Second Schedule and references to "the Planning Permit" include, where the context so permits, any variation to the said planning permission from time to time;</p>
"Redemption Monies"		any money received as the result of the redemption or reduction of monies secured under a First Time Buyer Unit Bond;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		<p>the property of the Owner currently known as Fields S415A and S470, St Saviour, Jersey as shown for the purpose of identification only hatched on the Plan and as is more fully described in the First Schedule and upon which the Owner is to procure the carrying out of the Development;</p>
"Social Rent Homes"		<p>homes:</p> <ul style="list-style-type: none"> a) to be provided for rent at a maximum cost of 80% of the equivalent open market rental fee; b) managed by a Government of Jersey approved affordable housing provider or Parish Housing Association; and c) only let to Eligible Persons;

"Valuer"		a Member or Fellow of the Royal Institution of Chartered Surveyors appointed and acting in an independent capacity;
"Works"		all those construction and other works, operations and processes and the provision of all fixtures and fittings and equipment necessary to complete each Affordable Housing Unit in accordance with the Planning Permission.

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 one gender include all genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the Government of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer or the Chief Officer or the Infrastructure Chief Officer or the Treasury Chief Officer or the Chief Officer for Housing the successors to their respective 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 Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

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

save for the provisions of Clauses 8.1, 10, 13 and 15 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 Royal Court.

5 THE OWNER'S 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 CHIEF OFFICER'S COVENANTS

The Chief Officer covenants with the Owner as set out in the Third Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land at Infrastructure and Environment Department, PO Box 228, St Helier Jersey JE2 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices to the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at the address referred to above or sent by email to the Owner's email address as stated on the signature page 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 interest in the

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

- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 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 Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner 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.

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 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; unit b) the date on which the 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 (7) 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 consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

15 JURISDICTION

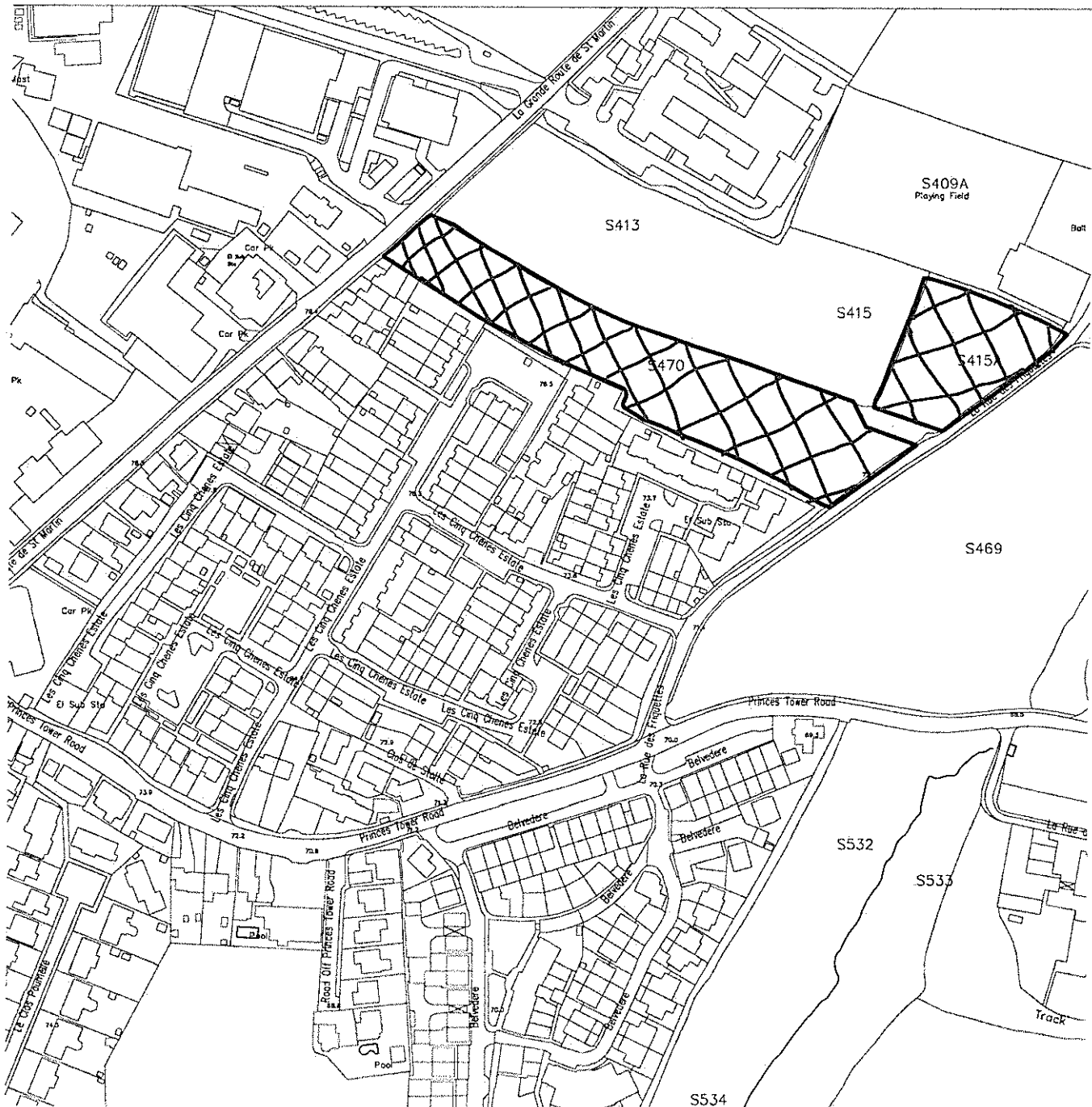
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey and the parties to it submit to the non-exclusive jurisdiction of the courts of Jersey.

FIRST SCHEDULE

Details of the Owner's Title and description of the Site

All that immovable property collectively known as Fields S415A and S470, St Saviour, to which the Owner has right as follows: to Field 470 and Field 415A as follows: (a) the said Adam Michael Newey and Valda Caroline Bailey, née Newey had right (as tenants in common in equal proportions) to an undivided fifty percent share as devisees to the Will of immovable estate of their late mother, Lilyan Elizabeth Newey, née Taylor, which Will was registered in the Public Registry of this Island by Act of the Royal Court dated 22 December 2021, which deceased had right thereto as one of the devisees to the Will of Immovable Estate of the late Frank Newey, which Will was registered in the Public Registry of this Island by Act of the Royal Court dated 8 March 2002; (b) the said Adam Michael Newey and Valda Caroline Bailey, née Newey, had right together with their late brother, Glen Francis Newey (as tenants in common in equal proportions) to the remaining undivided fifty percent share as devisees to the aforementioned Will of immovable estate of their late father, Frank Newey; and (c) the said Linda Martha Holt, Laura Calypso Francesca Newey and Atilla Zeno Gorge Ferdinand Newey had right, in their capacity as heirs at law of the late Glen Francis Newey, who died on 30 September 2017, to the undivided proportion of the aforementioned undivided fifty percent share which belonged to the said deceased, who, as mentioned above, had right as one of the devisees (together with his brother and sister) to the aforementioned Will of immovable estate of the late Frank Newey, his father; which latter mentioned deceased had right to the entirety of Field 470 and 415A by hereditary purchase by contract dated 16 September 1977 from Mary Frances Roselle Nottage, née Vaudin; and to the ground ownership ('fonds') of the Roadway by all and such proprietary rights therein to which the Vendors were entitled in their capacity as owners of Fields 470 and 415A, to which they had right as aforesaid. As the same is shown for the purpose of identification only hatched on the Plan.

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Project
Fields S470 & S415A
St. Saviour
Jersey

Drawing
Survey
Location Plan
Client
Langlois Homes Ltd

Date	Scale	Drawn by
Oct '24	1:2500 (A4)	MA
Drawing Number	Revision	
5337/01	B	

SECOND SCHEDULE

The Planning Permit

P/2024/1368

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

DRAFT PLANNING PERMISSION

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Construct 38 No. Affordable Homes Comprising 3 No. 2 Bedroom, 33 No. 3 Bedroom & 2 No. 4 Bedroom Dwellings with amenity space, parking, and internal & external storage. Various Hard and Soft Landscaping to Include Communal & Public Open Space. Form New Vehicular Access On to La Rue des Friquettes and & Pedestrian Access on to La Grande Route de St. Martin. 3D MODEL AVAILABLE.

To be carried out at:

Field S470 & S415A, La Grande Route De St Martin, La Route De Friquettes, St. Saviour, JE2 7GS.

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.

A Landscape Officer may arrange admittance to the site at any point during the development to inspect tree and soil protection measures. The applicant should note that even if Planning permission is granted it does not defend the applicant from potential Nuisance action. If nuisance complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999 and further mitigation measures may then be required.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

It is noted that all surface water run-off from the proposal will be drained to soakaway. Although proposals for on-site disposal of surface water are administered by Building Control, it is strongly recommended that soakaways should be designed to accommodate a 1:100 year return period event plus a 30% allowance for climate change and a further 10% to allow for urban creep. Calculations are also recommended to demonstrate that any soakaway is half empty in 24 hours for a 1:10 year return period event.

The undertaking of percolation tests are strongly recommend to confirm the viability of soakaways and facilitate adequate design.

Construction of a new dwelling will require the completion of a sewer connection application form to gain consent from the Minister under Article 17 (3)(b) of the Drainage (Jersey) Law 2005. The Department will also require a drawing of the proposed connection.

Early engagement with the Connétable of St Saviour and officers is recommended to ensure compliance with Parish's waste management strategy (onsite management of bin stores/bays) for developments over eight dwellings and to promote sustainable waste practices. New highways infrastructure (where it interfaces with the Government's road network) will need to be safety audited in line with I&E O&T policy. Safety audits should be carried out prior to occupation.

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

- 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.

Condition(s):

1. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

2. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plans have been wholly constructed in accordance with the approved plans
3. To develop a culture of cycle travel, and encourage sustainable travel, in accordance with policies SP1 and TT1 of the Bridging Island Plan 2022.
4. No part of the development hereby approved shall be occupied until a travel plan has been submitted and approved in writing by the Chief Officer.
5. No part of the development hereby approved shall be commenced until details of active and passive electric car charging facilities have been submitted to and approved in writing by the Chief Officer. The works shall be wholly installed in accordance with the approved plans and the facilities shall thereafter be retained solely for the use of occupants of the development.
6. Prior to commencement of the development a Soil Management Plan (SMP) shall be submitted to and approved in writing by the Chief Officer. The SMP must include:
 - I. Site drawings showing topsoil and subsoil types, and the areas to be stripped during the construction phase and areas where any soils are left in-situ;
 - II. A strategy for management of topsoil; methods for stripping, stockpiling, respreading, and ameliorating the soils, to avoid deterioration of soil quality, loss or contamination;
 - III. Site drawings showing the location and type of soil stockpiles (phased to reflect the construction programme as required);
 - IV. Schedules of volumes for each soil type;
 - V. Expected after-use for each soil type, whether topsoil is to be used onsite, or used or sold off site; and
 - VI. Identification of person responsible for supervising soil management.Thereafter the works shall be carried out in accordance with the details and measures approved in the SMP unless written consent of the Chief Officer is received for any variation.
7. No works or development shall take place until an Arboricultural Method Statement and Tree Protection Plan specific to this scheme has been submitted and approved in writing by the Chief Officer. The Tree Protection Plan and Arboricultural Method Statement shall be written in accordance with, and address sections 5.5, 6.1, 6.2, 6.3 and 7 of British Standard 5837:2012 Trees in relation to design, demolition and construction - recommendations.

Nothing shall be stored or placed in any fenced area (construction exclusion zone) in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the prior written approval by the Chief Officer.

Thereafter the works shall be carried out in accordance with the approved

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

details until completion of the development

8. Prior to commencement of the development superstructures, a detailed scheme of soft landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) the position of all new planting, the species of plant(s)/tree(s), their size, number and spacing ii) tree pit specifications and details drawn in plan and cross section designed according to species and setting, to include urban engineered pits within paved zones and a specification for tree root barriers and/or protection of infrastructure in roadside settings iii) seeding / turfing specifications iv) topsoil specifications and the depth afforded to each planting zone v) rain garden detailed designs disclosing structural components, drainage, weirs, overflow and planter construction.

9. Prior to commencement of the development superstructures, a detailed scheme of hard landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) external surfacing, kerb and edging specifications with proposed colours and laying patterns ii) wall and fence types, their height, finish and construction iii) external finished ground and paving levels iv) gate specifications v) specification and layout of play features or equipment, including associated fall zones vii) details of outdoor structures, sculpture and furniture within the public realm and communal areas.

10. No part of the development shall be occupied until both soft and hard landscaping finishes, fixtures and construction details are fully installed, in accordance with all information and drawings submitted to discharge Conditions 8 and 9.

11. No part of the development hereby permitted shall be begun until a Species Protection Plan has been submitted to and approved in writing by the Chief Officer. Any approved mitigation measures shall be fully implemented prior to the commencement of development, continued throughout the phases of development and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Chief Officer prior to works being undertaken.

12. No works in connection with the development hereby approved shall commence unless a Lighting Design Strategy for Biodiversity for the site has been submitted to and approved in writing by the Chief Officer. The strategy shall be designed following the recommendations in Artificial Lighting and Wildlife. Interim Guidance: Recommendations to Help Minimise the Impact of Artificial Lighting (Bat Conservation Trust, 2014) and shall be implemented in full.

13. Prior to the commencement of development, a phasing plan shall be submitted to and approved in writing by the Chief Officer. The Phasing Plan shall include details of the proposed works within each phase of the development. The development shall only be implemented in accordance with

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

the approved Phasing Plan. This Phasing Plan shall not be amended without the written consent of the Local Planning Authority.

14. No demolition or construction work, including the operation of mobile plant and machinery, in connection with this permission shall take place except between the hours of:

8.00am to 6.00pm Monday to Friday and

8.00am to 1.00pm Saturday

There shall be no working on Sundays or Bank/Public Holidays.

15. No part of the development hereby permitted shall be begun until a Construction Environmental Management Plan has been submitted to and approved by the Chief Officer. The Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Chief Officer prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:

- A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
- Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- Details of any proposed crushing/ sorting of waste material on site;
- Specified hours of working.
- Duration of the works
- Programme (draft high level to give idea of planned timings)
- Roles and responsibilities
- Communications
- Operational control
- Traffic Management including pedestrian walkway management
- Emergency preparedness and response - Fuel, oil or chemical spills, incident investigation/reporting
- Liaison with neighbours and businesses (including radius of the area for letter drop)
- Delivery vehicle type, size, frequency (estimated at the early stage)

16. Prior to their installation, details of renewable energy measures (kWh/year) and amount of carbon offset (CO₂e) by those measures employed, shall be submitted to and approved in writing by the Chief Officer. The measures must demonstrate that they will out perform the target energy rate by at least 20% using the existing Jersey Standard Assessment Procedure (JSAP) calculator or simplified Building Energy Model (SBEM) tool. The approved measures shall be implemented in full and thereafter retained and maintained to achieve the stated level of performance.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

17. No part of the development hereby approved shall be occupied until full details of the play equipment and means of enclosure are submitted to and approved in writing by the Chief Officer. The approved details shall be implemented in full prior to the first occupation of the approved development and thereafter retained as such.

18. Any plant, machinery or other equipment used on the site shall be installed and operated in such a way that the noise generated from the site shall be at least 5dBA below background noise levels, when measured in accordance with BS4142:2014. All agreed noise measures and performance levels shall be retained and maintained thereafter.

19. Prior to the first occupation of the development hereby approved, the Percentage for Art contribution shall be delivered on site and retained as such, in accordance with the details submitted in the approved Percentage for Art Statement.

20. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such.

21. The use of wooden machined, close-boarded fencing will not be allowed on any external boundary of the site, unless otherwise agreed in writing by the Chief Officer.

22. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, conversion of lofts, or the introduction of any hard standing to any ground surface, nor the installation of any lighting is permitted without the prior written approval of the Chief Officer.

23. Prior to the commencement of each phase of the development, details of the methods to reduce, recycle and re-use construction waste, shall be submitted to and approved in writing by the Chief Officer. The details shall be set out in a Site Waste Management Plan which shall assess, quantify and propose a method for each material identified. It will also include any proposed temporary stockpiling, the location of disposal sites, details of waste transfer vehicle sites, frequency and timing of trips and routes to and from disposal sites. Thereafter, the Site Waste Management Plan shall be maintained as a living document and waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Chief Officer prior to the commencement of such work.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

24. No part of the development hereby permitted shall be begun until an initial archaeological assessment, and subsequent Project Design for a phased programme of archaeological oversight, has been submitted to and approved in writing by the Chief Officer. The Project Design once approved, shall be implemented at the applicant's expense. In the event that any significant archaeological finds are made, work shall cease and the Chief Officer shall be notified immediately to allow for proper evaluation of such finds and further mitigation.

Reason(s):

1. To ensure that the development provides adequate provision for off-street parking, manoeuvring for users of the site and in the interests of safe and inclusive travel, in accordance with policies TT1 and TT4 of the Bridging Island Plan 2022.
2. To develop a culture of cycle travel, and encourage sustainable travel, in accordance with policies SP1 and TT1 of the Bridging Island Plan 2022.
3. In the interests of safe and inclusive travel, in accordance with policies GD1 and TT1 of the Bridging Island Plan 2022.
4. In the interests of safe and inclusive travel, in accordance with policy GD1 and TT1 of the Adopted Bridging Island Plan 2022.
5. In the interests of safe and inclusive travel, in accordance with policy TT2 of the Adopted Bridging Island Plan 2022.
6. To minimise waste and prioritise the sustainable reuse of materials. Relevant Policy WER1.
7. To protect trees which contribute to the visual amenities of the site and surrounding area. Relevant Policies - NE1 and NE2.
8. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity. Relevant Policies - SP3, GD6, NE1, NE2 and NE3.
9. To ensure a form of development that maintains, and contributes positively to, the character and appearance of the area. Relevant Policies - SP4 and GD6
10. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity. Relevant Policies - SP3, GD6, NE1, NE2 and NE3.
11. To ensure the protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the Adopted Bridging Island Plan

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

2022.

12. To ensure the protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the Adopted Bridging Island Plan 2022.

13. To ensure that the development does not have an unacceptable impact on protected species in accordance with the requirements of policies SP5 and NE1 of the Bridging Island Plan 2022.

14. To safeguard the amenities of neighbouring uses in accordance with policy GD1 of the Bridging Island Plan 2022.

15. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Adopted Bridging Island Plan 2022.

16. To accord with the requirements of Policy ME1 of the Adopted Bridging Island Plan 2022.

17. To protect the visual amenities of the surrounding area, the character of the street scene and the amenities of nearby residents, in accordance with policies GD1 and CI8 of the Adopted Bridging Island Plan 2022.

18. To protect the amenities of occupiers of neighbouring properties, in accordance with policy GD1 of the Bridging Island Plan 2022.

19. To ensure compliance with policy GD10 of the Bridging Island Plan 2022.

20. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Bridging Island Plan 2022.

21. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Bridging Island Plan 2022.

22. The Chief Officer considers that the countryside location of the site, requires additional controls to safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwellings in accordance with policies GD1 and GD6 of the Bridging Island Plan 2022

23. To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are re-used and recycled, so that the amount of waste to be transported is minimised, in accordance with policy WER1 of the Bridging Island Plan 2022.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368

24. 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, HE1 and HE5 of the Adopted Bridging Island Plan 2022.

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:

- 1 - 01B~Survey - Location Plan.
- 2 - 36N~Planning - Proposed Overall Site Plan.
- 3 - 37G~Planning - Proposed Site Plan (sheet 01).
- 4 - 38G~Planning - Proposed Site Plan (sheet 02).
- 5 - 40B~Planning - Proposed House Types - House Type A
- 6 - 41B~Planning - Proposed House Types - House Type B.
- 7 - 42B~Planning - Proposed House Types - House Type C
- 8 - 43C~Planning - Proposed House Types - House Type D.
- 9 - 44~Planning - Proposed External Stores (sheet 01).
- 10 - 45~Planning - Proposed External Stores (sheet 02)
- 11 - 48~Planning - Proposed Site Sections. 12 - 49~Planning - Proposed External Stores (sheet 03)
- 13 - 50B~Planning - Proposed Elevations - Units 01 02 03 & 04.
- 14 - 51D~Planning - Proposed Elevations - Units 05 06 & 07.
- 15 - 52A~Planning - Proposed Elevations - Units 08 & 09
- 16 - 53D~Planning - Proposed Elevations - Units 10 & 11.
- 17 - 54D~Planning - Proposed Elevations - Units 12 13 14 & 15.
- 18 - 55B~Planning - Proposed Elevations - Units 16 17 18 19 & 20.
- 19 - 56D~Planning - Proposed Elevations - Units 21 22 23 24 & 25.
- 20 - 57A~Planning - Proposed Elevations - Unit 26.
- 21 - 58D~Planning - Proposed Elevations - Units 27 & 28
- 22 - 59B~Planning - Proposed Elevations - Units 29 & 30
- 23 - 60B~Planning - Proposed Elevations - Units 31 & 32
- 24 - 61B~Planning - Proposed Elevations - Units 33 34 & 35
- 25 - 62D~Planning - Proposed Elevations - Units 36 37 & 38
- 26 - 64~Planning - Proposed Bin Store A. 27 - 65~Planning - Proposed Bin Store B
- 28 - 66~Planning - Proposed Bin Store C.
- 29 - 71~Planning - Proposed Typical Pergola
- 30 - LHs_2001 - Soft landscape plan.
- 31 - LHs_2002 - Tree Protection.
- 32 - LHs_2000 - Existing vegetation
- 33 - Appendix E~Ecological Impact Assessment
- 34 - Appendix G - Public Art Statement.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/1368



DECISION DATE: **Subject to POA**

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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THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner in regard to the Site covenants, agrees and undertakes:

PART I – GENERAL OBLIGATIONS

COMMENCEMENT

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

BUS SERVICE ENHANCEMENT CONTRIBUTION

- 2 To pay to the Treasurer of the States the Bus Service Enhancement Contribution not less than twenty eight (28) days prior to first Occupation of any Dwelling Unit.
- 3 Not to permit first Occupation of the Development until the Bus Service Enhancement Contribution shall have been paid to the Treasurer of the States.

CYCLE NETWORK CONTRIBUTION

- 4 To pay the Cycle Network Contribution to the Treasurer of the States prior to first Occupation of any Dwelling Unit, such sum to be applied towards the improvement of the cycle network local to the Site .
- 5 Not to Occupy any Dwelling Unit until the Cycle Network Contribution shall have been paid to the Treasurer of the States, such sum to be applied towards the improvement of the cycle and walking network local to the Site.

BUS SHELTER CONTRIBUTION

- 6 To pay to the Treasurer of the States the Bus Shelter Contribution not less than twenty eight (28) days prior to first Occupation of any Dwelling Unit.
- 7 Not to permit first Occupation of any Dwelling Unit until the Bus Shelter Contribution shall have been paid to the Treasurer of the States.

DRAINAGE CONTRIBUTION

- 8 To pay to the Treasurer of the States the Drainage Contribution prior to first Occupation of any Dwelling Unit.
- 9 Not to Occupy any Dwelling Unit until the Drainage Contribution shall have been paid to the Treasurer of the States, such sum to be applied towards the improvement of the drainage network local to the Site.

ECOLOGY, LANDSCAPING AND MANAGEMENT

- 10 To (i) submit the Ecology & Landscaping Plan for approval by the Chief Officer prior to Commencement of the Development, (ii) thereafter implement the

approved Ecology & Landscaping Plan, and (iii) thereafter Occupy the Development in accordance with the approved Ecology & Landscaping Plan.

- 11 The Owner shall maintain and update each of the Ecology & Landscaping Plan and the Management Plan as a live document and shall maintain and update the same during the continuance of the Development and following completion of the Development.
- 12 The Ecology & Landscaping Plan shall have appended to it the most recent (from time to time) approved landscape plan, which shall set out the landscape finishes and design layout and delineate areas of ownership, and maintenance responsibility, for all communal areas. If required in order to outline which works will be phased during the Development, such additional drawings and plans shall be appended to Ecology & Landscaping Plan.
- 13 Not to Commence the Development until a Management and Maintenance Plan has been submitted to and approved in writing by the Chief Officer and thereafter to Occupy the Development in accordance with the approved Management and Maintenance Plan.

JUNCTION WORKS

- 14 To complete the Junction Works prior to first Occupation of any Dwelling Unit.

PART II – AFFORDABLE HOUSING PROVISIONS

AFFORDABLE HOUSING UNITS

- 15 All Dwelling Units shall be Affordable Housing Units of which:
 - a. twenty one (21) Dwelling Units are to be sold to Eligible Persons who are also First Time Buyers; and
 - b. seventeen (17) Dwelling Units are to be transferred to an Approved AHP to be social rented accommodation; or
 - c. Such other Affordable Housing Mix as agreed by the Chief Officer in accordance with this Third Schedule

and Affordable Housing Units shall remain and be used for Affordable Housing in perpetuity as required by this Third Schedule.

- 16 Not to commence the Development until such time as the details of the Approved AHP have been submitted to and agreed by the Chief Officer.
- 17 The Affordable Housing Units may only be used or occupied by Eligible Persons and their family members.
- 18 None of the Affordable Housing Units shall be occupied otherwise than as the relevant occupier's sole permanent residence.
- 19 Of the Affordable Housing Units to be sold to First Time Buyers, they may only be sold or transferred to Eligible Persons provided that:

- a. the sale is in accordance with an Assisted Ownership Scheme and on Assisted Ownership Terms as a First Time Buyer Purchase;
 - b. the purchase is by an Eligible Person who is a First Time Buyer;
 - c. the conveyance of the First Time Buyer Unit includes a provision that the Dwelling Unit is sold subject to and with the benefit of this Agreement and the transferee acknowledges that they may not transfer alienate or otherwise dispose of the First Time Buyer Unit or any part of it other than in accordance with this Agreement so as to ensure that the Dwelling Unit is sold alienated or transferred to an Eligible Person subject to and with the benefit of an Assisted Ownership Scheme and on Assisted Ownership Terms; and
 - d. the Affordable Housing Unit shall not be occupied other than as a purchaser's sole permanent residence.
- 20 No First Time Buyer Unit shall be alienated (whether on a first or any subsequent sale) unless and until the Minister for Housing has been provided with confirmation that the disposal is: a) to an Eligible Person who is also a First Time Buyer; and b) in accordance with an Assisted Ownership Scheme on Assisted Ownership Terms. For the avoidance of doubt, any subsequent sale or alienation or disposal must be to an Eligible Person who is a First Time Buyer.

ASSISTED OWNERSHIP SCHEME FOR AFFORDABLE HOUSING

- 21 Not to commence the Development until an Assisted Ownership Scheme has been submitted to and approved in writing by the Chief Officer in consultation with the Minister for Housing.
- 22 No Affordable Housing Unit shall be used or occupied other than in accordance with an Assisted Ownership Scheme.
- 23 The Approved AHP shall not use any Redemption Monies it receives other than for the purpose of securing providing and furthering the provision of Affordable Housing on the Site.

SOCIAL RENTED HOMES

- 24 No Social Rented Homes shall be provided or managed other than by an Approved AHP, and for the avoidance of doubt homes will be allocated to eligible persons through the affordable housing gateway in accordance with social rents policy as approved (for the time) of the Government of Jersey which on the date hereof requires homes to be provided for rent at a maximum cost of 80% of the equivalent open-market rental.

AFFORDABLE HOUSING MIX


- 25 The Approved AHP may at any time seek agreement with the Chief Officer to implement an alternative tenure split for the Affordable Housing Mix agreed by the Minister for Housing.

THIRD SCHEDULE
Chief Officer's Covenants

Repayment of contributions

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the Government of Jersey under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Chief Officer shall in their discretion consider to be reasonably appropriate in the circumstances.
- 2 The Chief Officer covenants with the Owner that they 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 (5) years of the date of receipt by the Treasurer of the States of such payment.
3. The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidenced by an Act of the Royal Court.

Signed on behalf of the Chief Officer

by ..  .. KELY WHITEHEAD ..

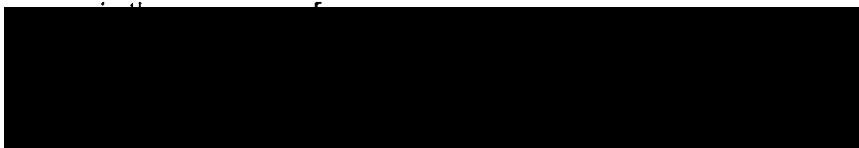
in the presence of

.....  .. SUSIE RE GOWENIA ..

this 14 day of May 2025

Signed on behalf of the Owner

by .. D. Mads .. as attorney for each of the Owners ..



this 14 day of May 2025

