

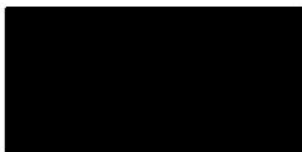
In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-five, the twenty-third day of January.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for the Environment and Westward Developments Limited in relation to South Hill, 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 the site of the former South Hill Offices, South Hill, St. Helier.

Dated

22 January

2025

The Minister for the Environment (1)

Westward Developments Limited (2)

DATE

22 January

2025

PARTIES

1. The Minister for the Environment of Ministerial Offices, Government of Jersey, Union Street, St Helier, Jersey, JE2 3DN ("the Minister");
2. Westward Developments Limited (a company incorporated in Jersey with company number 144189) whose registered office is situate at First Floor, Dialogue House, 2-6 Anley Street, St. Helier, JE2 3QE, Jersey ("the Owner").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site by virtue of a contract of hereditary purchase passed before the Royal Court on 5 May 2023 from the Public of the Island, registered at page 681 of book 1515 of the Public Registry.
- 2 The Owner submitted the Application for planning permission for the Development.
- 3 The Owner submitted the Application to the Chief Officer who pursuant to Article 9(5)(b) of the Law referred the Application to the Planning Committee for determination by that Committee. Having regard to the purposes of the Law, the Island Plan and all other material considerations the Planning Committee at its meeting on 13 April 2023 refused under Article 19 of the Law the grant of planning permission with respect to the Application.
- 4 The Owner pursuant to Article 108 of the Law lodged on 10 May 2023 an appeal against the refusal of the grant of planning permission with respect to the Application.
- 5 The independent Planning Inspector nominated under Article 113(2) of the Law heard the appeal on 6 October 2023 and by his report dated 22 January 2024 recommended that subject to the conditions contained in the recommendation (which included inter alia the entry by the Owner into a planning obligation agreement to secure certain planning obligations detailed in the recommendation) the appeal be allowed and planning permission be granted.
- 6 On 23 February 2024 the Assistant Minister for the Environment decided under authority delegated to him, accepted and agreed with the findings, recommendations and reasoning of the independent Planning Inspector and decided to allow the appeal and to grant planning permission with respect to the Application, subject to conditions and a requirement for the Owner to enter into a planning obligation agreement as specified in the schedule to Ministerial Decision MD-ENV-2024-134.

- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 8 The parties acknowledge that this Agreement is legally binding.
- 9 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, whether for renting or purchase, for 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 (or on behalf of) the Housing Minister by which Affordable Housing is allocated to Eligible Persons;
"Affordable Housing Unit"	any one of the Dwelling Units to be constructed on the Site as part of the Development and to be allocated by the Owner as Affordable Housing in accordance with the provisions of the Third Schedule;
"Agreement"	this agreement including the recitals and schedules hereto;
"AHU Funder"	a financial institution 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, in each

	case providing monies as principal lender to an individual owner of an Affordable Housing Unit (or a subsequent refinance of such purchase with an AHU Funder);
"Application"	the application for planning permission in respect of the Site and described as "Demolish existing buildings on site, excluding former military barracks. Construct 64no. 1 bed, 69no. 2 beds and 6no. 3 beds residential units. Create associated courtyard garden with basement below for 70 car parking spaces, all with electric charging points and x 220 cycle storage. Re-use the former military barracks as a residents amenity space. Carry out rock stabilisation works to the surrounding landform. Re-model and upgrade adjacent park and children's playground including public toilets. Create 2 no. pedestrian crossings on South Hill and 1no. pedestrian crossing on Pier Road. 3D Model available." and given the reference P/2022/1619;
"Assisted Ownership Terms"	the scheme applicable to the first sale of the Affordable Housing Units to Eligible Persons as described in paragraph 5 of the Third Schedule and the Fifth Schedule;
"by-road"	is a "chemin vicinaux" within the meaning of the Loi (1914) sur la Voirie;
"Car Club"	an arrangement by which all Occupiers who wish to participate may have access (on a non-exclusive basis) to a Car Club Car subject to availability and the payment of a rental or usage charge;
"Car Club Cars"	seven (7) electric vehicles for the use by residents of the Dwelling Units pursuant to the Car Club;

"Car Club Spaces"	seven (7) dedicated car parking spaces to be provided at the Development, for so long as the Car Club is in existence, with electric vehicle charging infrastructure for the sole use of the Car Club for the Car Club Cars to be based and operate from;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;
"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"	<p>a person who is:</p> <ul style="list-style-type: none"> (i) registered by or on behalf of the Housing Minister on an Affordable Housing Gateway; or (ii) otherwise confirmed by the Housing Minister (acting reasonably and consistently with the discharge of the housing function of that office) as being

	eligible to purchase an Affordable Housing Unit subject to the Assisted Ownership Terms;
"First Time Buyer"	<p>any person who either:</p> <p>(1) (i) does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons (a) any immovable property; or (b) either in their own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation; and (ii) is neither married to, nor buying as co-owner with, any person who does not fall within (i) above; or</p> <p>(2) has been approved by the Housing Minister 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 property and to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that they do not fall within (1) above, any refusal by the Housing Minister to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Minister, who shall have power to overrule the decision of the Housing Minister;</p>
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Highway Authority"	has the meaning ascribed by the Road Works and Events (Jersey) Law 2016;

"Highway Works Programme"	a programme of road improvement works to Parish by-roads within the immediate vicinity of the Site works including (but not limited to) road resurfacing, public realm improvements, footpaths, hard and soft landscaping and lighting, the extent and scope of such works to be agreed in writing between the Owner and the Parish of St Helier, provided that the value of such works shall not be required to exceed two hundred and one thousand six hundred and eighty six pounds (£201,686) Sterling;
"Housing Minister"	the Minister for Housing of the States of Jersey and any person or body to whom the functions of such minister may be transferred or lawfully delegated from time to time;
"Index"	the all items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"	interest at three per cent (3%) above the base lending rate of the Bank of England from time to time;
"Island Plan"	the States of Jersey Bridging Island Plan, 2022-2025 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Minister"	the Minister for the Environment of the States of Jersey and any person or body to whom the functions of the Minister may be transferred or lawfully delegated from time to time;
"Occupation"	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, and "Occupied" shall be construed accordingly;
"Occupier"	a person who is in Occupation of a Dwelling Unit;
"Off Road Walking Contribution"	a financial contribution of one hundred and eighty seven thousand six hundred and fifty pounds (£187,650) Sterling towards improving the provision of off-road walking routes;
"Planning Permit"	Ministerial Decision MD-ENV-2024-134 providing planning permission for the Development granted by the Assistant Minister for the Minister acting under delegation from the Minister in respect of the Owner's successful appeal against the refusal of the Application, a copy of which is attached at the Second Schedule and references to "the Planning Permit " include where the context permits any variations to the said planning permission from time to time;
"Public Footpath"	a new footpath along the South Hill roadside boundary to be constructed as part of the Development, to be delivered in compliance with all relevant highways standards;
"Public Registry"	the public registry of contracts of the Royal Court;
"Royal Court"	the Royal Court of the Island of Jersey;
"Shared Equity"	means in relation to the first sale of an Affordable Housing Unit by the Owner, such portion of the price for that Affordable

	Housing Unit that shall be deferred at the time of purchase by an Eligible Person (such amount being commensurate to 25% of the open market value of the relevant Affordable Housing Unit from time to time);
"Site"	the site comprising the property known as former South Hill Offices, South Hill, St. Helier, the whole as shown edged red for the purposes of identification on the plan forming the First Schedule; and
"Treasurer of the States"	the person appointed from time to time to such office by the Minister for Treasury and Resources of the States of Jersey.

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 The singular shall include the plural and vice versa and references to any gender or the neuter gender include a reference to the other gender and the neuter.
- 2.3 Words denoting natural 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 any legislation shall include any modification, extension or re-enactment of that legislation for the time being in force and shall include all subordinate legislation made from time to time under that legislation and all instruments, codes of practice, 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 any Minister the successors to that Minister's statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.
- 2.8 References to writing shall include email, where the context so permits.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.

- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner.

4 CONDITIONALITY

Subject to the granting of the Planning Permit, this Agreement is shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Public Registry as evidenced by an Act of the Royal Court.

5 OWNER'S COVENANTS

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

6 MINISTER COVENANTS

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

7. PUBLIC REGISTRY

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Head of Development and Land and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land either by email to planning@gov.je or by post to PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified by the Minister to the Owner by notice in writing.
- 8.2 Any notices served on the Owner shall be deemed to have been properly served if sent by email and/or ordinary post to and addressed to such party at the address referred to above or as otherwise notified by the Owner to the Minister 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.

- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer or the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Chief Officer's or the Minister's statutory powers under the Law.
- 8.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer or the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained in this Agreement.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Minister of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Minister from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest on that payment 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 *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

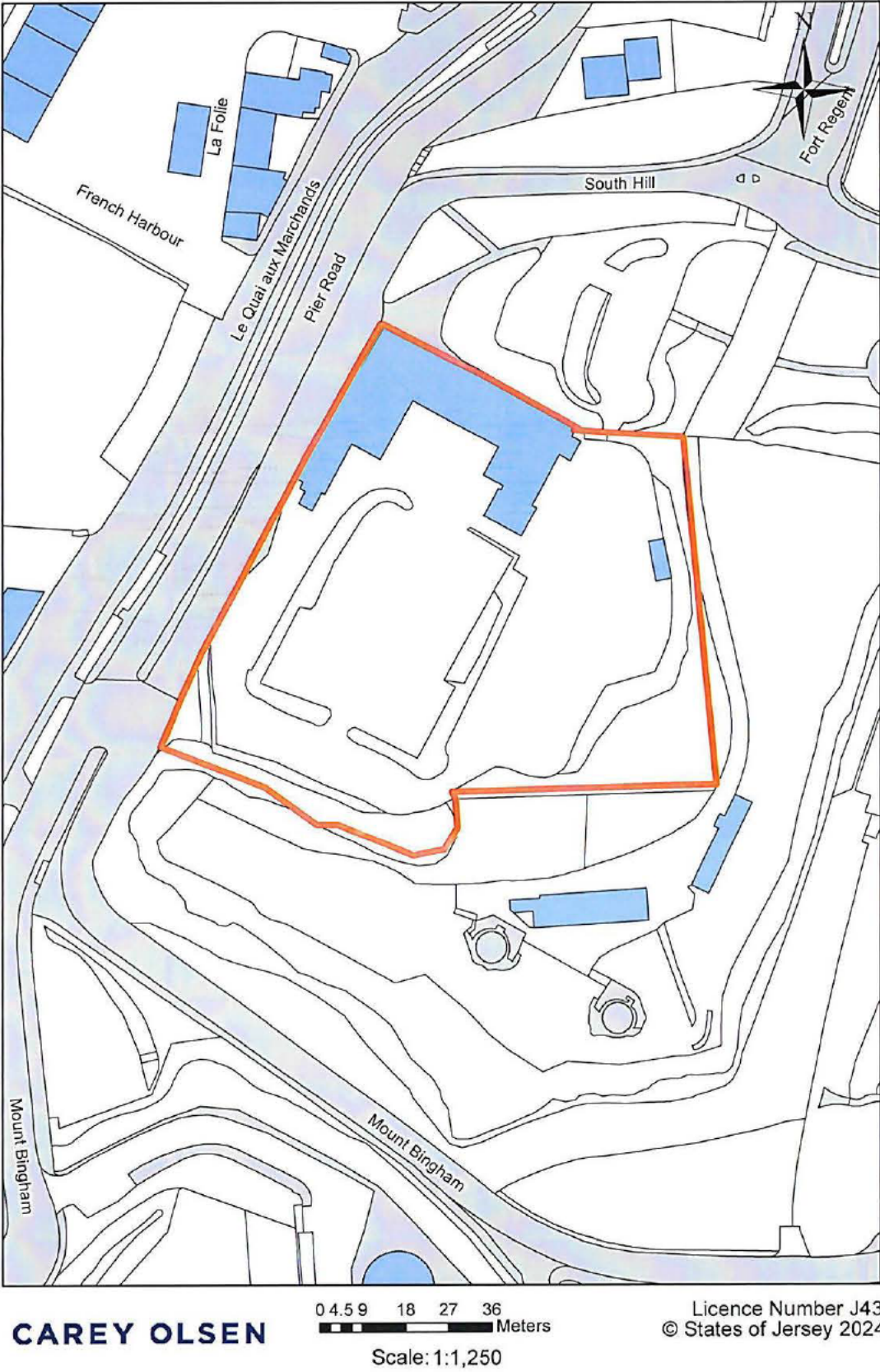
14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to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

15 JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Island of Jersey.

FIRST SCHEDULE

The Site



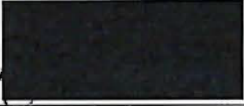
SECOND SCHEDULE

The Planning Permit



Ministerial Decision Summary

Minister for Environment

Decision Reference: MD-ENV-2024-134	Public
Subject: Determination of Planning Appeal: P/2022/1619 (South Hill Offices, South Hill, St. Helier JE2 4US)	
Report Title: Inspector's Report - P/2022/1619 (South Hill Offices, South Hill, St. Helier JE2 4US)	Public
Decision(s): The Assistant Minister decided to allow the appeal and granted planning permission in respect of application reference P/2022/1619, subject to conditions and a planning obligation agreement under Article 25 of the Planning and Building (Jersey) Law 2002, as specified in the accompanying Schedule of Conditions.	
Reason for Decision(s): The Assistant Minister accepted and agreed with the findings, recommendations and reasoning of the Independent Planning Inspector, as detailed in the accompanying report.	
Resource Implications: There are no resource implications arising from this decision.	
Action Required: Department to take necessary action.	
Signature: 	Signed By: Constable M. Jackson of St. Brelade
Date Signed: 23-2-24	Date of Decision (If different from Date Signed):

Ministerial Office Ministerial Decision Report



General Information	
Ministerial Decision Type	Deciding of: an Appeal/Case/Application/Public Inquiry
Report Title	Appeal Decision: P/2022/1619 (South Hill Offices, South Hill, St. Helier)
Minister	Environment
Signatory	Assistant Minister
Lead Department	Cabinet Office
Lead Directorate	Housing, Environment and Placemaking
Ministerial Decision Summary: Public or Absolutely/Qualified Exempt	Public Select if more than one Absolutely/Qualified Exemption.
Date decision made if different to date 'Ministerial Decision Summary' signed.	Select date.
Report and Supplemental Report Details	
Report Author	Principal Policy Planner
Date of Report	22/02/2024
Supplementary Report Title <i>(If applicable)</i>	Inspector's Report: South Hill Offices, South Hill, St. Helier
Supplementary Report Author <i>(If applicable)</i>	D A Hainsworth LL.B(Hons) FRSA Solicitor
Date of Supplementary Report <i>(If applicable)</i>	22/01/2024 Select Date of Supplemental Report.
Ministerial Decision Report: Public or Absolutely/Qualified Exempt	Public Select if more than one Absolutely/Qualified Exemption.
Relevant Case/Application/URN <i>(Only complete if making a decision related to an appeal/case/application)</i>	P/2022/1619
Relevant Proposition Number <i>(Only complete if presenting Comments or if lodging an Amendment)</i>	Insert P. number.
Relevant Scrutiny Report <i>(Only complete if presenting a ministerial response)</i>	Insert S.R. number.
Associated Law(s) and/or Subordinate Legislation	Articles 108 - 111 of the Planning and Building (Jersey) Law 2002
Action required if recommendation agreed	Department to take necessary action.

Ministerial Office Ministerial Decision Report



Resource Implications	There are no new financial and/or manpower implications.
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Introduction

Following an appeal against the refusal of planning permission, reference P/2022/1619, D A Hainsworth was appointed as the Independent Planning Inspector to consider the appeal and all statements and other plans and documents associated with the appeal.

The Inspector visited the site and surroundings before holding a hearing and preparing and submitting a report for the Assistant Minister's consideration.

Recommendation

To allow the appeal in line with the Planning Inspector's recommendation, and to grant planning permission, reference P/2022/1619 subject to conditions and planning obligation agreement as specified in the accompanying Schedule of Conditions.



Assistant Minister for the Environment

Schedule of conditions: South Hill Offices, South Hill, St. Helier
Planning permission: P/2022/1619

Subject to the signing of a Planning Obligation Agreement to ensure:

1. That a minimum of 25% of the new residential units forming part of the development (equating to a minimum of 35 no. units) shall be classed as 'Affordable Housing'.
2. A direct developer contribution of £187,650 (£1,350 per residential unit, plus £18 per sqm of commercial floorspace) to be paid to IHE-Transport, to improve the provision of off-road walking routes.
3. The developer is to undertake a programme of road improvement works to Parish-owned roads within the immediate vicinity of the site (works to include inter alia, road resurfacing, public realm improvements, footpaths, hard & soft landscape: lighting, etc..., and are to be to the value of approx. £201,686).
4. Direct provision of seven electric 'car club' vehicles for the use of residents (to the value of approx. £125,000), to be made available for the use of new residents, prior to the first occupation of the development.
5. Prior to the first occupation of the development, a mechanism to ensure the following shall be provided to, and agreed in writing by, the Development Control Section of Regulation: that the new car parking spaces being provided as part of the development, shall not be sold or otherwise occupied by non-residents of the site.
6. An area of land along the South Hill roadside boundary (where a new public footpath is to be established) be ceded to the Parish of St Helier, following completion of the development, and prior to its first occupation (the precise extent of the area to be ceded shall be determined in due course by all parties acting reasonably)

the Assistant Minister for the Environment hereby grants planning permission reference P/2022/1619 with the imposition of the following conditions:

A. The development shall commence within three years of the decision date.
Reason: The development will need to be reconsidered in the light of any material change in circumstances.

B. The development shall be carried out entirely in accordance with the approved plans and documents.
Reason: To ensure that the development is carried out as approved.

1. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health, or the wider environment, assessed and mitigation measures proposed, in a remediation strategy, have been submitted to and approved in writing by the Chief Officer. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated



Land, as amended. Any changes to the strategy require the express written consent of the Chief Officer prior to the work being carried out.

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

2. Following the commencement of development during the demolition and construction phases, should any contamination, not previously identified be found, the Chief Officer must be informed immediately. No further development shall be carried out (unless otherwise agreed in writing with the Chief Officer) until the levels of potential contaminants in the ground have been investigated and any risks to human health and wellbeing have been assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

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

3. No part of the development shall be occupied, until a ground contamination completion report and contaminated land completion certificate demonstrating completion of the contamination mitigation works (where applicable) and the effectiveness of any required remediation set out in the approved scheme, is submitted to and approved in writing by the Chief Officer. Where required by the Chief Officer the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance, and arrangements for contingency action and for the reporting of this to the Chief Officer.

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

4. No part of the development hereby permitted shall be begun until a Demolition/Construction Environmental Management Plan has been submitted to and approved in writing by the Chief Officer. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations 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. 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);
- B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- C. Details of any proposed crushing/ sorting of waste material on site;
- D. Specified hours of working.

Reason: 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.

5. Any plant or machinery hereby approved shall be installed, maintained and operated to such specification that noise generated from these units shall be at least 5dBA below background noise levels when measured, in accordance with BS4142:2014, from within the curtilage of any nearby property.

Reason: In the interests of the amenities of residents, as required by Policy GD1 of the Bridging Island Plan 2022.



6. Prior to first occupation the actions identified in the approved Species Protection Plan shall be completed in accordance with the specification set out therein. Any variations shall be agreed in writing with the Chief Officer prior to the commencement of such work.

Reason: In the interests of protected species, as required by Policy NE1 of the Bridging Island Plan 2022.

7. Prior to the commencement of the development, details of the methods to reduce, recycle and reuse construction and demolition 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 ('SWMP') which shall assess, quantify and propose a method for each material identified. Thereafter, the SWMP shall be maintained as a living document and waste management shall be implemented in full accordance with its terms. Any variations shall be agreed in writing with the Chief Officer prior to the commencement of such work.

Reason: To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are reused and recycled, in accordance with Policy WER1 of the Bridging Island Plan 2022.

8. No works below current ground levels shall take place on the site, until a programme of archaeological oversight has been submitted to, and agreed in writing by, the Chief Officer.

Reason: To ensure that potential archaeological resources within the site are protected, in accordance with Policy HE5 of the Bridging Island Plan 2022.

9. Prior to their first use on site, samples of all new materials to be used as part of the works to the Listed Building, shall be submitted to, and approved in writing by, the Chief Officer. Thereafter, the approved materials shall be implemented in full and retained as such.

Reason: To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the Listed Building in accordance with Policies SP4 and HE1 of the Bridging Island Plan 2022.

10. For the avoidance of doubt, the Listed Building within the site (once adapted), shall be retained as a community facility for the use of the residents of the development as a whole.

Reason: To accord with the provisions of Policy CI4 of the Bridging Island Plan 2022.

11. No part of the development hereby approved shall be occupied until all hard and soft landscape works have been carried out in full. Following completion, the areas of landscaping shall thereafter be maintained as such for the lifetime of the development.

Reason: To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP3, GD6, NE2, and CI6 of the Bridging Island Plan 2022.

12. Prior to the first occupation of the development, a long-term management plan for the landscaping and planting within the site (including details relating to the repair and replacement of landscape elements where necessary), shall be submitted to, and agreed in writing by, the Chief Officer.

Reason: To safeguard the character and appearance of the area, in accordance with Policies SP5, NE1, NE2 and NE3 of the Bridging Island Plan 2022.

13. Prior to the first occupation of the development, the new / remodelled children's playground, including the new public toilets, must be fully operational and available for public use.

Reason: To ensure that the benefits of the new children's playground are not delayed, under the provisions of Policy CI8 of the Bridging Island Plan 2022.



14. The Percentage for Art contribution agreed as part of this permission shall be installed prior to the first occupation of the development.

Reason: To accord with the provisions of Policy GD10 of the Bridging Island Plan 2022.

15. Prior to the commencement of the development, a final detailed design for the new public toilet facilities within the park, must be submitted to, and agreed in writing by the Chief Officer.

Reason: In the interests of the amenities of the general public, under the provisions of Policy CI4 of the Bridging Island Plan 2022.

16. Prior to the first occupation of the development, a Travel Plan shall be submitted to, and agreed in writing by, the Development Control Section of Regulation. The Travel Plan will be required to demonstrate how the new development has responded to the sustainable transport principles of the Island Plan, and how it will promote and encourage more sustainable travel.

Reason: To accord with the provisions of Policy TT1 of the Bridging island Plan 2022.

17. The new pedestrian crossings and all other footpaths within the site, shall be constructed, and be made fully operational and available for public use, prior to the first occupation of the development.

Reason: To ensure that the public benefits of the new pedestrian crossings and other footpaths are not delayed, under the provisions of Policies TT1 and TT2 of the Bridging Island Plan 2022.

18. The new car and bicycle parking / storage facilities (complete with full electric vehicle charging infrastructure) shall be installed, and made available for the use of new residents, prior to the first occupation of the development.

Reason: To ensure that the new car and bicycle parking / storage facilities are installed and made available for the use of new residents without delay, under the provisions of Policies TT2 and TT4 of the Bridging Island Plan 2022.

19. Prior to the commencement of the development, a water conservation statement must be submitted to, and agreed in writing by, the Development Control Section of Regulation.

Reason: To accord with the requirements of Policy UI3 of the Bridging Island Plan 2022.

20. Prior to the commencement of development, details shall be submitted to, and agreed in writing by, the Development Control Section of Regulation, which demonstrate that the development hereby approved will exceed Building Byelaw requirements, in terms of energy efficient homes by 20%. Thereafter, the agreed details shall be implemented in full, and retained as such.

Reason: To accord with Policy ME1 of the Bridging Island Plan 2022.

END

THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes with the Minister as follows:

COMMENCEMENT

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

AFFORDABLE HOUSING

- 2 To ensure that no less than thirty five (35) Dwelling Units shall be designated as Affordable Housing Units, the locations of which Dwelling Units are shown for identification purposes on the plans attached at the Sixth Schedule, unless otherwise agreed in writing by the Minister.
- 3 To ensure that where the Development is to be divided into flying freehold so that each of the Dwelling Units will be held by way of flying freehold the terms of the declaration of co-ownership shall include provisions to ensure that the status of the Affordable Housing Units shall in perpetuity be part of the *destination* in such declaration, so that subject to the provisions of paragraph 4 of this Schedule and the Fifth Schedule the Affordable Housing Units may only be transferred to First Time Buyers and on the condition that the relevant Affordable Housing Unit shall not be occupied otherwise than by the relevant First Time Buyer (and their family) as their sole place of residence.
- 4 In relation to any individual Affordable Housing Unit (a "**Relevant Unit**"), if the owner for the time being of a Relevant Unit shall become bankrupt (as defined by Article 8 of the Interpretation (Jersey) Law 1954) the restrictions affecting that Relevant Unit set out in paragraph 3 of this Schedule (the "**FTB Restrictions**") shall not apply to the enforcement by the Viscount or an AHU Funder which may result in the Relevant Unit becoming vested in the Viscount or an AHU Funder (or their respective nominees), provided always that (i) any onward sale of the Relevant Unit by the Viscount, the AHU Funder or their respective nominees (as the case may be) will remain subject to the FTB Restrictions, and (ii) any occupation of the Relevant Unit while it remains vested in of the Relevant Unit by the Viscount, the AHU Funder or their respective nominees (as the case may be) will be subject to the FTB Restrictions.

AFFORDABLE HOUSING SCHEME

- 5 Subject to the terms of the Fifth Schedule, the first sale (and only the first sale) of each of the Affordable Housing Units shall be made to an Eligible Person (who is also a First Time Buyer) in accordance with the Assisted Ownership

Terms, and the Owner shall allow such Eligible Person to defer payment of the Shared Equity on the purchase of the relevant Affordable Housing Unit.

WALKING CONTRIBUTION

- 6 To pay the Off Road Walking Contribution to the Treasurer of the States not more than twenty-eight (28) days prior to Commencement.
- 7 Not to Commence until such time as the Off Road Walking Contribution has been paid to the Treasurer of the States.

RESIDENTS' PARKING ONLY

- 8 To ensure that the car parking spaces to be provided as part of the Development are restricted in perpetuity for use only by the Occupiers and visitors to the Dwelling Units (save in relation to the Car Club Spaces which shall be used for the purposes of the Car Club) and for the sole use as parking for the Development.
- 9 Save in respect of the Car Club Spaces, to ensure that the flying freehold declaration in respect of the Development shall include a restriction on the sale of any parking space established at the Development to a person who is not also an owner or Occupier.

ELECTRIC VEHICLES CAR CLUB

- 10 To include within the flying freehold declaration relative to the Development provisions as to the use and availability and maintenance of the Car Club.
- 11 To promote the Car Club within the Development and to notify all prospective first Occupiers of the availability of the Car Club and to provide evidence of such notifications to the Minister on request.
- 12 On or prior to the first Occupation of each Dwelling Unit to notify in writing the Occupier of the availability of a Car Club of which such Occupier is entitled to become a member.
- 13 To ensure that the the flying freehold declaration in respect of the Development shall include a requirement that the Car Club shall not be wound up or terminated without prior consultation with the Chief Officer or the Minister.

HIGHWAY WORKS PROGRAMME

- 14 To carry out and complete the Highway Works Programme prior to the first Occupation of the Development.
- 15 To provide to the Minister a copy of the scope and specification of the Highway Works Programme.

PUBLIC FOOTPATH CREATION AND CESSION

- 16 To carry out and complete the works to establish the Public Footpath prior to Occupation of any part of the Development.
- 17 Not to Occupy or use or cause or permit to be Occupied the first Dwelling Unit until such time as the Owner has notified the Highway Authority that the Owner considers that the Public Footpath is ready and complete for transfer to the Parish of St Helier.
- 18 Following completion of the Public Footpath the Owner shall use all reasonable endeavours to cede and transfer the Public Footpath to the Parish of St Helier, either by conveyance of land to be passed before the Royal Court or by way of vesting of the relevant land in the Parish pursuant to a Parish Assembly as a *chemin public* or part of a *chemin public* in accordance with customary law.

FOURTH SCHEDULE

Minister's covenants

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

REPAYMENT OF CONTRIBUTIONS

2. The Minister hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
3. The Minister covenants with the Owner that the Minister 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.

FIFTH SCHEDULE

Assisted Ownership Terms

The Minister and the Owner acknowledge and agree that the Assisted Ownership Terms shall be as follows:

- 1 In return for the Owner allowing Eligible Persons to defer the payment of the Shared Equity on their purchase of the relevant Affordable Housing Unit, the Owner may require that such Eligible Person or Eligible Persons enter into such contracts, loan agreements and security documents and provide such security (which may include a judicial hypothec over the relevant Eligible Person's immovable property, or a simple conventional hypothec over the relevant Affordable Housing Unit) in favour of the Owner or such party as the Owner may direct and in such form as the Owner from time to time requires (acting reasonably) which contracts, agreements and documents may:
 - 1.1 contractually oblige the relevant Eligible Person or Eligible Persons to repay the Shared Equity;
 - 1.2 include the ability for the relevant Eligible Person or Eligible Persons to repay the Shared Equity in instalments (in increments in an amount equivalent to not less than 5% of the market value of the Affordable Housing Unit from time to time) to enable the relevant Eligible Person to reduce the outstanding amount of the Shared Equity from time to time, provided that the costs in respect of such part repayment, including any costs of valuation, shall be payable by the Eligible Person; and/or
 - 1.3 secure the contractual obligation referred to in paragraph 1.1 of this Schedule.
- 2 Following sale by the Owner of an Affordable Housing Unit to an Eligible Person, the Owner shall at its discretion either (i) account to the Housing Minister (or as the Housing Minister shall direct) for an amount equal to any Shared Equity repaid by that Eligible Person to the Owner in accordance with paragraph 1 of this Schedule, or (ii) assign to the Housing Minister (or his nominee) the right for the Owner to receive repayment of the Shared Equity from that Eligible Person.
- 3 The covenants contained in paragraph 5 of the Third Schedule are personal to Westward Developments Limited and pursuant to Article 25(8) of the Law will not bind:
 - 3.1 the Eligible Persons on a future disposal of the Affordable Housing Units; nor
 - 3.2 any future owners of the Affordable Housing Units.

SIXTH SCHEDULE

Indicative Location of Affordable Housing Units

SOUTH HILL RESIDENTIAL

ST HELIER, JERSEY

SKETCHBOOK 15 - Shared Equity Units

NAME: 2033-15-SKETCHB-15-PCSA-SEU Info
DATE: 5th September 2024
REVISION: -

Feilden
Clegg
Bradley
Studios

for



SHARED EQUITY UNIT LOCATOR PLANS

Key:

(SEU) Shared Equity Unit

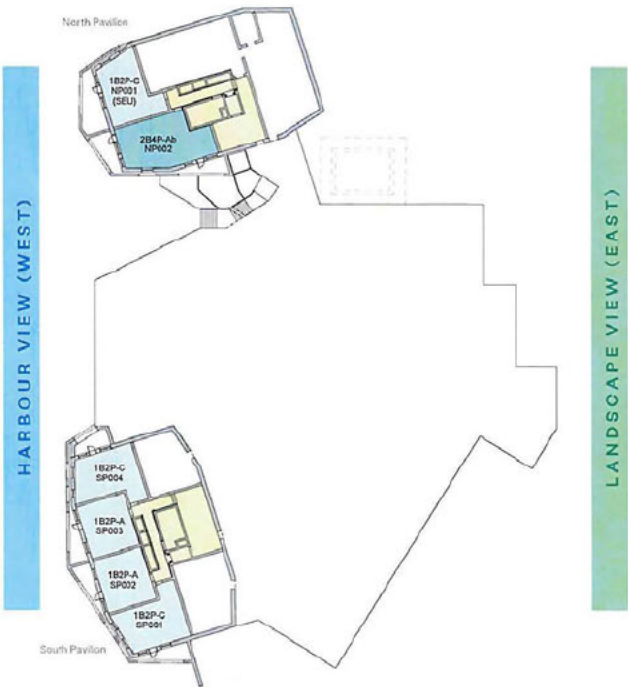
35no. units = 25% of scheme

5no. located in the North Pavilion

3no. located in the South Pavilion

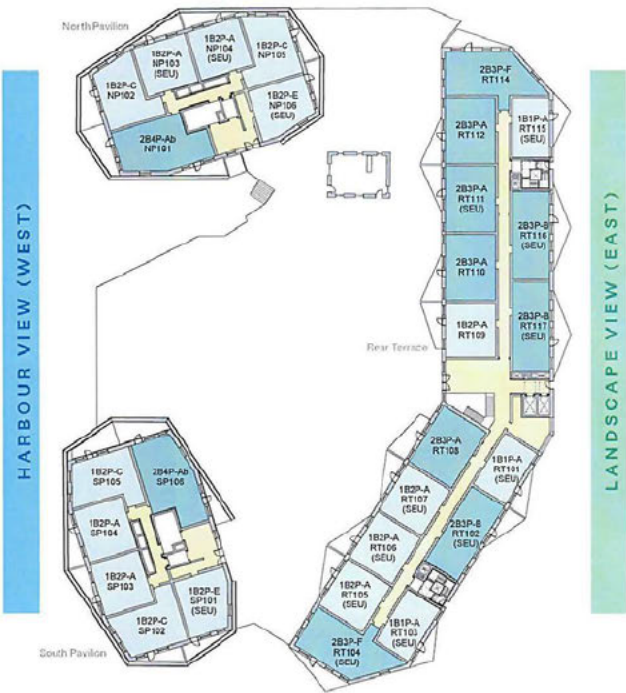
27no. located in the Rear Terrace

Abstract Plan: Level 00 (podium-basement)

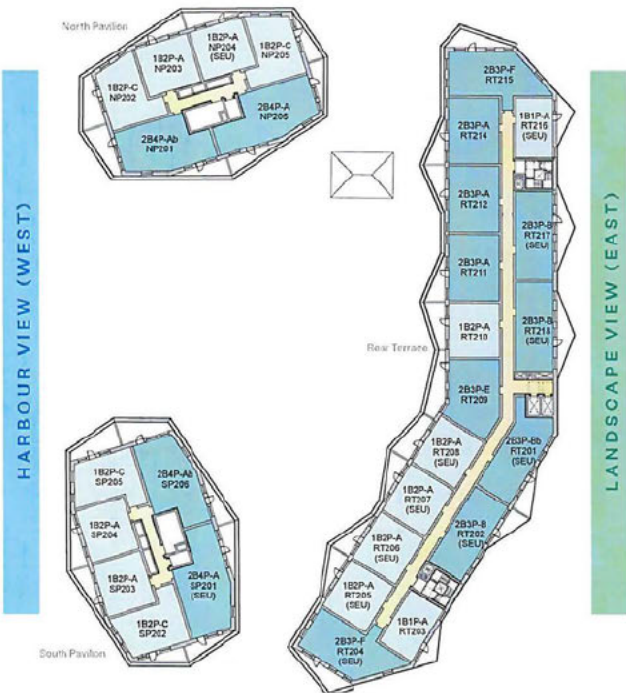


SHARED EQUITY UNIT LOCATOR PLANS

Abstract Plan: Level 01 (podium-courtyard)

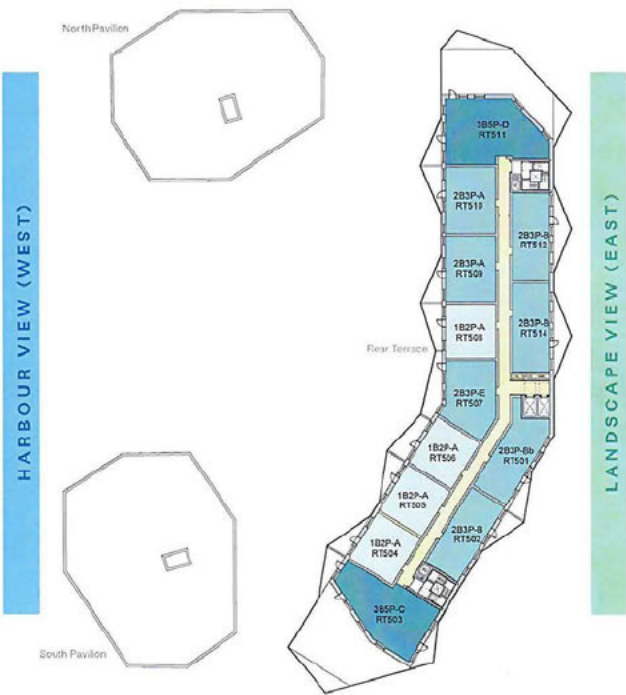


Abstract Plan: Level 02

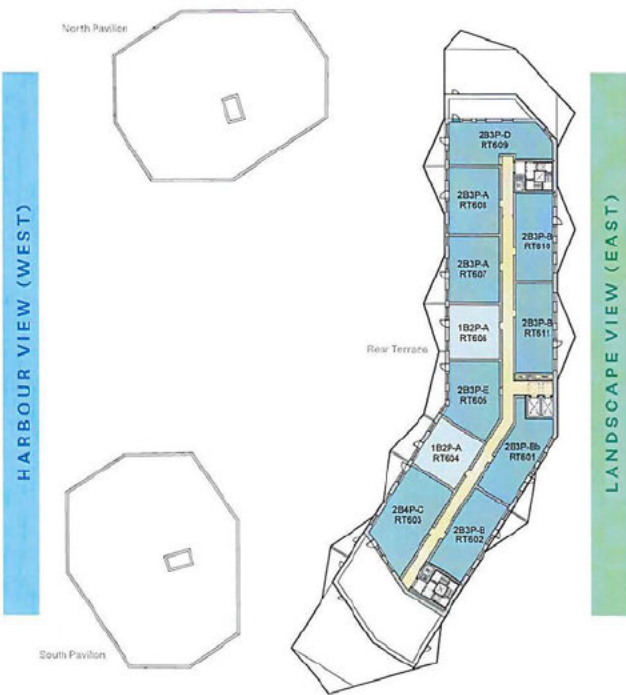


SHARED EQUITY UNIT LOCATOR PLANS

Abstract Plan: Level 05



Abstract Plan: Level 06



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Belfast
BT1 2NB
+44 (0)28 9099 2760

Project Reference:
2033-1

**Feilden
Clegg
Bradley
Studios**

Signed on behalf of the Minister

by

ANDREW MARX

in the presence of

Lawrence Davies

this 22 day of January 2025

Signed on behalf of Westward Developments Limited

by ..

in the presence of

this 20th day of January 2025