

# *In the Royal Court of Jersey*

---

**Samedi Division**

---

**In the year two thousand and sixteen, the fifteenth day of April.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and the Public of the Island in relation to Summerland factory, Broadcasting House and Thorpe House, Rouge Bouillon, St Helier, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of of Summerland Factory, Broadcasting  
House and Thorpe House, Rouge Bouillon, St. Helier, JE2 3ZA

Dated *13<sup>th</sup> April* 2016

The Chief Officer for the Environment (1)

Public of the Island (2)

DATE

2016

**PARTIES**

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer ")
- (2) Public of the Island acting by the Minister for Infrastructure, c/o Jersey Property Holdings, Maritime House, La Route du Port Elizabeth, St Helier JE2 3NW ("the Owner")

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site
- 2 Jersey Property Holdings submitted an application for planning permission for the Development
- 3 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without this Agreement planning permission would not be granted
- 4 The parties acknowledge that this Agreement is legally binding
- 5 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:

<b>“Affordable Housing”</b>	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;
<b>“Affordable Housing Gateway”</b>	a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to Eligible Persons;
<b>“Affordable Housing Unit”</b>	any one of the Dwelling Units to be constructed on the Site as part of the Development to be let by an Approved AHP to Eligible Persons at rents set in accordance with the Minister for Housing’s rental policy and on Social Rental Terms, or sold to Eligible Persons, the sale being carried out in accordance with an Assisted Ownership Scheme ;
<b>“Agreement”</b>	this agreement including the recitals and schedules hereto;
<b>“Amenity and Spaces Specification”</b>	a detailed specification for the laying out of the Spaces which shall be submitted to and approved by the Chief Officer, such specification to include boundary treatments, tree planting, all hard and soft landscaping, signing, lining, surfacing and lighting together

	with related facilities such as street furniture, benches, shelters, drainage, dog bins and litter bins
<b>"Application"</b>	the application for planning permission submitted to the Chief Officer for the Development and allocated reference number PP/2012/0832;
<b>"Approved AHP"</b>	<p>An Approved Affordable Housing Provider which is:</p> <ul style="list-style-type: none"> <li>i. the Company;</li> <li>ii. the Public;</li> <li>iii. a parish; or</li> </ul> <p>when discharging their function of providing Affordable Housing having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing;</p>
<b>"Approved Funder"</b>	<p>(a) A funder who is approved by the Treasury Minister in the States's role as guarantor of the Owner pursuant to the Social Housing (Transfer) (Jersey) Law 2013; or</p> <p>(b) Any financial institution which shall, with the consent of</p>

	<p>the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed), provide monies to the Approved AHP to enable it to proceed with the acquisition and/or development of that part of the Site which is to be used for the Social Rented Affordable Housing Units; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Chief Officer shall be deemed not to be unreasonably withheld if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Chief Officer that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or</p> <p>(ii) the proposed Approved Funder fails or refuses to produce to the Chief Officer any information or documentation or independent confirmation of its status which the Chief Officer may reasonably request;</p>

<b>"Assisted Ownership Scheme"</b>	<p>a sales mechanism approved by the Minister for Housing in writing such scheme to include:</p> <ul style="list-style-type: none"> <li>a) sale details of the mechanism to restrict the ownership of the Affordable Housing Unit to Eligible Persons</li> <li>b) the mechanism to ensure that the Affordable Housing is not used for any other purpose;</li> <li>c) the mechanism to ensure that the Affordable Housing is affordable in perpetuity.</li> </ul>
<b>"Bus Shelter Contribution"</b>	<p>means a financial contribution of seven thousand five hundred pounds (£7,500) (to be paid to the Treasurer of the States) towards the provision by the Minister for Infrastructure of a bus shelter proximate to the Site</p>
<b>"Commencement"</b>	<p>the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;</p>
<b>"the Company"</b>	<p>means the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law</p>

	2013
<b>“the Owner”</b>	the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;
<b>"Development"</b>	the development of the Site as set out in the Planning Permit;
<b>"Dwelling Unit"</b>	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>“Eligible Person”</b>	shall mean persons who are : (a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the 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 her housing function as being eligible to reside in the Affordable Housing Units;
<b>“Family Member”</b>	means a member of the family of a person who is entitled by virtue of the terms of this Agreement to occupy a Dwelling Unit and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;

<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007
<b>"Index"</b>		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
<b>"Interest"</b>		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
<b>"Island Plan 2011"</b>		The States of Jersey Island Plan, 2011 (as amended from time to time);
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002;
<b>"Minister for Housing"</b>	<b>for</b>	the Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
<b>"Occupation, Occupy and Occupied"</b>	<b>and</b>	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;
<b>"Plan"</b>	the plan of the Site numbered 5124A_001A attached at the First Schedule to this Agreement;
<b>"Planning Permit"</b>	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule which said permission is granted subject to the subsequent approval of the Reserved Matters and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
<b>"Relevant Land"</b>	that part of the Site comprising the Affordable Housing Units
<b>"Reserved Matters"</b>	Approvals as required under Condition C of the Planning Permit of the details of the siting, design and external appearance of the buildings, means of access thereto and landscaping of the site
<b>"Reserved Matters Approvals"</b>	the approval of the Reserved Matters by the Chief Officer following the granting of the Planning Permission

<b>"Royal Court"</b>		the Royal Court of the Island of Jersey;
<b>"SHU"</b>		the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
<b>"Site"</b>		Summerland Factory, Broadcasting House and Thorpe House, Rouge Bouillon, St. Helier as shown hatched black on the Plan upon which the Development is to be carried out;
<b>"Social Rental Terms"</b>		means terms that are approved by the Minister for Housing
<b>"Spaces"</b>		the planting, paved areas, access roads, parking, footpaths, open space and soft landscaping and amenity open spaces within the Site comprised in the Development, or any part thereof
<b>"Spaces Management and Maintenance Specification"</b>		a detailed specification for the landscape management and maintenance of the Spaces such specification, to include a long term programme for repair, cleaning, street sweeping, litter picking and maintenance of both hard and soft landscaping and including rotational re-planting

	(or planting of fresh bedding plants on an annual basis) so that a progression of year round landscaping is achieved whereby as any planting reaches the end of its natural lifespan replacement trees and shrubs shall be maturing, such specification to be submitted to and approved by the Chief Officer;
--	---

## **2 CONSTRUCTION OF THIS AGREEMENT**

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

2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

### **3 LEGAL BASIS**

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

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

### **4 CONDITIONALITY**

This Agreement is conditional upon

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

save for the provisions of Clauses 9, 12 and 14 and Schedule 3 paragraph 1 which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

### **5 OWNER COVENANTS**

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

### **6 PUBLIC REGISTRY OF CONTRACTS**

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

### **7 MISCELLANEOUS**

7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be

unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the

Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.

- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

## **8 WAIVER**

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

## **9 CHANGE IN OWNERSHIP**

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

## **10 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 of Contracts until the date on which such sum is paid.

## **11 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.

## **12 DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

## **13 GOODS AND SERVICES TAX**

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

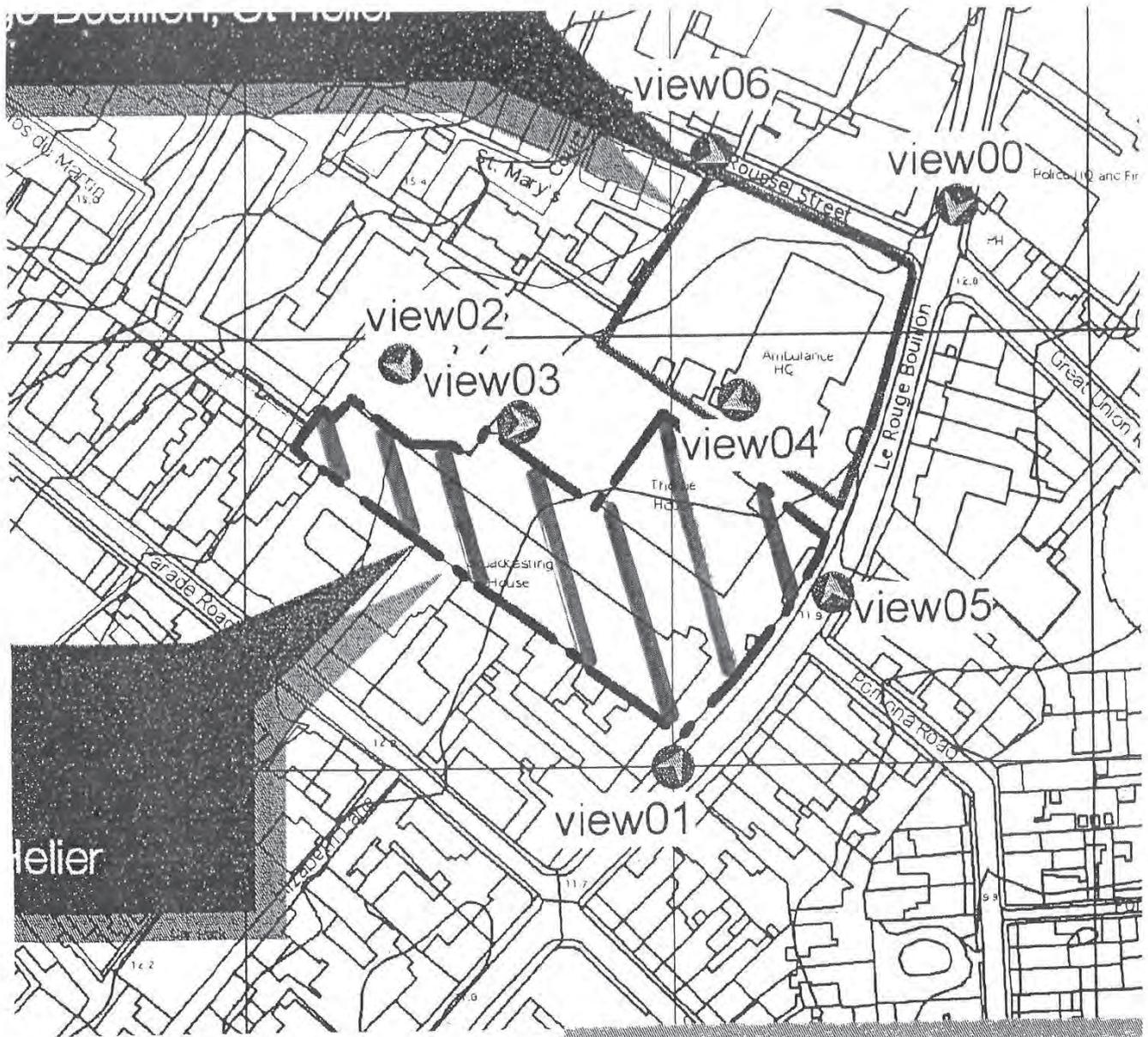
13.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to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

## **14 JURISDICTION**

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

FIRST SCHEDULE

**The Plan**



# Summerland - POA

WADDINGTON

St Andrew's Station  
3 St Andrew's Place  
Cherry Cross St  
Waddington, Cl JE2 3RP

Scale: 1:2500 @ A4

Drawing: Location Map

Date: June 2012

Dwg No: 5124A\_001A

SECOND SCHEDULE  
**The Planning Permit**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

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

This permission 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 outline permission under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish existing buildings. Construct 85 No. apartments for social housing, 9 No. townhouses and 72 No. semi-basement car parking spaces with associated ancillary storage and plantrooms. (EIA SUBMITTED). AMENDED PLANS: Various alterations including a reduction in scale, now comprising a total of 80 apartments and 7 townhouses. (EIA UPDATED).

To be carried out at:

Summerland Factory, Broadcasting House and Thorpe House, Rouge Bouillon, St Helier, JE2 3ZA

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

The approved application is for the redevelopment, for residential purposes, of the Summerland Factory Site on LE Rouge Bouillon, St Helier.

This is an Outline application which establishes the principle of redeveloping the site, including the overall scale and siting of the development, and the number of residential units. Detailed matters (as set out below) are required to be submitted in due course as part of a Reserved Matters application.

The approved scheme is considered to be consistent with the requirements of the approved Development Brief for the redevelopment of the Summerland site and adjacent Ambulance Station site. This brief was adopted by the Minister for Planning and Environment in May 2012.

The site is located in a highly sustainable location, close to amenities and the town centre and its redevelopment for residential purposes is entirely consistent with strategic aims of the 2011 Island Plan, in particular policies SP 1 (Spatial Strategy), SP 2 (Efficient Use of

### CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

Resources), SP 6 (Reducing Dependence on the Car), GD 1 (General Development Considerations), GD 2 (Demolition and Replacement of Buildings), GD 3 (Density of Development), H 1 (Category A Housing Sites), H 4 (Housing Mix) & H 6 (Housing Development within the Built-Up Area).

The construction of two apartment blocks of this scale and design in this location, together with a series of townhouses, inspired by the traditional surrounding architecture, is considered to be an appropriate solution for the redevelopment of the site - one which will help to repair and restore townscape character in this location.

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

- A. The development shall commence within five years of the decision date or within 2 years of the approval of the final reserved matters, whichever is the later.

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

- B. Application for the approval of Reserved Matters, as detailed in Condition C, shall be made before the expiration of three years from the date of this decision.

**Reason:** To accord with Article 19(6) of the Planning and Building (Jersey) Law 2002.

- C. Approval of the details of the siting, design and external appearance of the buildings, means of access thereto and landscaping of the site – hereinafter called the Reserved Matters – shall be obtained by application prior to any development commencing.

**Reason:** To accord with Article 19(6) of the Planning and Building (Jersey) Law 2011.

### Condition(s):

1. Prior to the commencement of development, a Phasing Plan shall be submitted to and agreed in writing by the Department of the Environment to demonstrate the phasing of the development works.
2. As part of the Reserved Matters application, written confirmation that the refuse storage and collection arrangements have been agreed to the satisfaction of the Parish of St Helier, including a refuse separation and recycling strategy, is to be submitted to the Department of the Environment, to be thereafter implemented in full prior to first occupation and maintained in perpetuity thereafter.
3. Notwithstanding the information on the submitted plans, as part of the Reserved Matters application, full details of the proposed foul and surface water drainage shall be submitted to, and approved in writing by, the Department of the

### CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

Environment, in consultation with TTS Drainage, to be thereafter implemented in full prior to first occupation and maintained in perpetuity thereafter.

4. Prior to the commencement of development, a Demolition / Construction Environmental Management Plan (D/CEMP) shall be submitted to, and agreed in writing by, the Department of the Environment. The D/CEMP shall thereafter be implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include, but is not limited to;
  - a) a demonstration of best practice in relation to noise and vibration control; and control of dust and emissions (such as noise and vibration, air, land and water pollution);
  - b) details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
  - c) specified hours of working (to include that work which would result in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
  - d) details of any proposed crushing / sorting of waste material on site;
  - e) details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing); and
  - f) measures taken to detect and manage any asbestos.
5. Unless otherwise agreed in writing by the Department of the Environment, any externally audible plant or equipment must comply with a noise rating (NR) of NR 40 daytime and NR 30 night time, measured 1 metre from the facade of the nearest affected residential unit. All equipment must be acoustically mounted to prevent vibration and structure borne noise transmission to adjacent premises.
6. Unless otherwise agreed in writing by the Department of the Environment, all external lighting must be erected and directed in accordance with the Institution of Lighting Engineers Guidance Notes for the Reduction of Light Pollution 1994 (revised) as applicable to an area of medium district brightness.
7. Prior to the commencement of development, an Ecological Report shall be submitted to and approved in writing by the Department of the Environment. The methodology for the Report shall first have been agreed in writing by the Department of the Environment, and shall include survey for protected species, in particular bats and seagulls, including consideration of habitat and potential mitigation works. The recommendations of the Report shall be implemented in full prior to first occupation and maintained in perpetuity thereafter.

### CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

8. Notwithstanding the submitted information, as part of the Reserved Matters application, a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual apartments shall be submitted to and approved in writing by the Department of the Environment, to be implemented in full prior to first occupation and maintained in perpetuity thereafter. For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. Car parking shall not to be sub-let or reassigned to non-residents of the development.
9. Notwithstanding the submitted information, as part of the Reserved Matters application, full details of the design of the vehicle access ramp into the basement carpark (which takes into account the proximity of the nearby pelican crossing) shall be provided.
10. Notwithstanding the conclusions reached within the Phase 1 Desktop Study (report no. 1087-05), should any contamination be found during the approved development, work shall cease and the Department of the Environment contacted immediately. If contamination is identified, the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme, to be submitted to and approved in writing by, the Department of the Environment, in consultation with Environmental Protection and Environmental Health and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - 'Development of Potentially Contaminated Land' as amended. In addition, the possibility of ground-gas being present on site must be fully explored, and, if necessary, an appropriate remediation programme will need to be agreed with the Department.
11. Prior to the first occupation of any part of the development hereby approved, a completion report and contaminated land completion certificate, endorsed by the interested party / parties, demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, as required under Condition no. 10 above, shall be submitted to and approved in writing by the Department of the Environment. Where required by the Department, 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 Department of the Environment.
12. As part of the Reserved Matters application, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme of hard and soft landscaping which shall provide details of the following;
  - a) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership (very careful consideration must be given to the presence on the site of a number of trees which are protected by Tree Preservation Orders);

### <sup>1</sup> CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission is granted.

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

- b) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
  - c) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
  - d) the measures to be taken to protect existing trees and shrubs; and,
  - e) the arrangements to be made for the maintenance of the landscaped areas.
13. All planting and other operations comprised in the landscape scheme hereby approved shall be completed prior to first occupation of any element of the development.
  14. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Department of the Environment. Precise details relating to the exact form which the contribution will take, must be submitted and approved, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
  15. Notwithstanding the indications on the approved plans, prior to the commencement of the development of the above-basement superstructure, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Department of the Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.
  16. Unless otherwise agreed in writing, prior to the commencement of the development of the above-basement superstructure, a scheme for the provision of electric car charging points shall be submitted to and approved in writing by the Department of the Environment, to be thereafter implement in full prior to first occupation.
  17. As part of the Reserved Matters application, full details the low-carbon initiatives and on-site renewable energy technologies to be incorporated within the scheme, shall be submitted to, and approved in writing by, the Department of the Environment. Thereafter, the agreed details shall be implemented in full prior to first occupation of the development and retained in perpetuity.
  18. Prior to the commencement of any development on site, a Project Design shall be submitted to and approved in writing by the Department of the Environment. The Project Design shall comprise an archaeological watching brief for the duration of the works hereby approved, with provision to record significant remains and post evaluation reporting and once approved in writing, shall be implemented at the applicant's expense in accordance with the approved mitigation scheme. Should there be any unexpected significant finds during the remediation and other ground

### CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

works, work shall cease on site and the Department of the Environment shall be notified immediately to allow for proper evaluation of such finds.

19. As part of the Reserved Matters application, a detailed noise assessment must be submitted to, and agreed in writing by, the Department of the Environment, in consultation with Environmental Protection and Environmental Health. As part of this assessment, the applicant must demonstrate how internal noise levels will be achieved which are suitable for residential property (in line with relevant codes and standards).
20. As part of the Reserved Matters application, a detailed air quality assessment (including appropriate mitigation measures if necessary) must be submitted to, and agreed in writing by, the Department of the Environment, in consultation with Environmental Protection and Environmental Health. As part of this assessment, the applicant must demonstrate how air quality standards will be achieved which are suitable for residential property (in line with relevant codes and standards).

### Reason(s):

1. In the interests of securing the proper planning of infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014).
2. In the interests of providing adequate service infrastructure in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
3. In the interests of providing adequate drainage arrangements, in accordance with Policies GD 1, LWM 2 and LWM 3 of the Jersey Island Plan 2011 (Revised 2014).
4. In the interests of protecting the amenities of the area generally and to accord with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
5. In the interests of the amenities of the area and in accordance with the requirements of Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
6. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Jersey Island Plan 2011 (Revised 2014).
7. In the interests of biodiversity and ecology, in accordance with Policies SP 4, NE 1, NE 2 and NE 3 of the Jersey Island Plan 2011 (Revised 2014).
8. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
9. In the interests of delivering suitable vehicle infrastructure, in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
10. To ensure that the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD 6 of the Jersey Island Plan 2011 (Revised 2014).

### CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

11. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD 6 of the Jersey Island Plan 2011 (Revised 2014).
12. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (Revised 2014).
13. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (Revised 2014).
14. In accord with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (Revised 2014).
15. To ensure a high quality of design and in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (Revised 2014).
16. In the interests of providing adequate service infrastructure in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
17. In the interests of sustainable development in accordance with Policies GD 1 and NR 7 of the Jersey Island Plan 2011 (Revised 2014).
18. To secure and safeguard the provision for inspection and recording of matters of architectural / archaeological / historical importance associated with the building / site which may be lost in the course of works, in accordance with Policies SP 4 and HE 5 of the Jersey Island Plan 2011 (Revised 2014).
19. To ensure that the development does not have an unreasonable impact on public health in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
20. To ensure that the development does not have an unreasonable impact on public health in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).

### CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

### FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

The following plan(s) has/have been approved:

5124S_031 A	Location Plan
5124S_032 A	Survey / Constraints Plan
5124S_033 A	Existing Site Photographs
5124S_034 E	Coordinated Site Plan
5124S_035 D	Basement Plan
5124S_036 D	Ground Floor Plan
5124S_037 D	First Floor Plan
5124S_038 D	Second Floor Plan
5124S_039 D	Third Floor Plan
5124S_040 D	Fourth Floor Plan
5124S_041 D	Roof Plan
5124S_042 C	Rouge Bouillon (East) Elevation
5124S_050 A	Precedent Images
5124S_051 B	Design Statement
5124S_052 A	Crime Impact Statement
5124S_053 D	Areas Schedule
5124S_054 C	Summerland outline elevations
5124S_055 C	East outline elevations
5124S_056 C	Townhouse outline elevations
5124S_058 A	3D Views
5124S_059 A	Context & Materials / Height & Massing
5124S_060 A	Widths / Elevation Geometries
5124S_061 A	Solid-Void / North Masterplan
5124S_062 A	Materials
5124S_063 A	Typical details
5124S_064 A	Prevention of overlooking
5124S_065 A	Solid-Void / North Masterplan
5124S_066 B	Streetscape 1
5124S_067 A	Streetscape 2
5124S_068 A	Streetscape 3
5124S_069 A	Streetscape 4
	Percentage for Art Statement
27050	Peter Brett Associates Ltd - Environmental Impact Statement and Non-Technical Summary – Summerland
27050-001	Peter Brett Associates Ltd – Transport Statement for Summerland site
1087-02 Rev. 1	Geomarine Ltd – Noise Assessment Report for Summerland site
1087-04	Geomarine Ltd – Air Quality Monitoring Report for Summerland site
	Robert Waterhouse – Archaeological Desk Based Assessment
1087-06	Geomarine Ltd – Phase 1 Investigation
	AA Langlois – Waste Management Plan for Summerland site
	Antony Gibb Ltd – Historic Environment Character Assessment

#### <sup>1</sup> CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission is granted.

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0832

JY12095 Nurture Ecology Initial Ecological Assessment for Summerland site  
JY12095 / SK02 P2 T&G Ltd – Drainage Design Statement for Summerland site  
T&G Ltd – Drainage Site Plan

DECISION DATE: xx/xx/xxxx

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

### <sup>1</sup> CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission applies.

**THIRD SCHEDULE**  
**The Owner's Covenants with the Chief Officer**

The Owner covenants, agrees and undertakes:

**COMMENCEMENT**

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

**AFFORDABLE HOUSING**

- 2 Subject to the Fifth Schedule each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used other than for Affordable Housing.
- 3 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons meeting the required qualifications as set out in this agreement, as well as any additional allocation criteria applied for the time being by the SHU or the Minister for Housing.
- 4 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be used or Occupied by Eligible Persons in pursuance of arrangements made between the occupier of each such unit of accommodation and the Approved AHP.
- 5 Subject to the Fifth Schedule, none of the Affordable Housing Units shall be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 6 Affordable Housing Units may only be sold or transferred to Eligible Persons on an individual unit basis in the following circumstances:
  - a) the Eligible Persons meeting the required qualifications as set out in this agreement,

- b) the or transfer sale being carried out in accordance with an Assisted Ownership Scheme,
  - c) the relevant Affordable Housing Unit shall not be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 7 No Affordable Housing Unit sold or purchased in accordance with paragraph 6 shall be used or Occupied other than in accordance with an Assisted Ownership Scheme .

#### **BUS SHELTER CONTRIBUTION**

- 8 To pay to the Treasurer of the States the Bus Shelter Contribution prior to the Commencement of the Development.
- 9 Not to Commence the Development until the Bus Shelter Contribution has been paid to the Treasurer of the States.

#### **SPACES AND AMENITY AREAS WITHIN THE SITE**

- 10 Not to Commence the Development until the Amenity and Spaces Specification shall have been submitted to and approved by the Chief Officer.
- 11 Not to Commence any works above ground until a Spaces Management and Maintenance Specification shall have been submitted to and approved by the Chief Officer.
- 12 Not to Occupy any Dwelling Unit until the Streets Squares and Spaces relating to that Phase shall have been laid out in accordance with the Amenity and Spaces Specification.
- 13 Following the Occupation of any Dwelling Unit to procure the management and maintenance of any Spaces in accordance with the Spaces Management and Maintenance Specification.

FOURTH SCHEDULE  
**Chief Officer's covenants**

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

## Fifth Schedule

### Cessation of Obligations

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

bankruptcy proceedings which have been initiated by the Approved AHP or any third party including the Public but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder; and

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

Signed on behalf of the Chief Officer:

[Redacted Signature]

Name and Position: PETER LE GREY (DIRECTOR)

in the presence of

[Redacted Signature]

Name and Position: LAWRENCE DAVIES (PLANNER)

this 13<sup>th</sup> day of April 2016

Signed on behalf of the Owner

[Redacted Signature]

Name and Position: RAY FOSTER - DIRECTOR OF ESTATE, DFI

in the presence of

[Redacted Signature]

Name and Position: LEE HOWARD - SENIOR CONVEYANCER

this 31 day of MARCH 2016