

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

relating to the development of the Former Jersey College for Girls,
Rouge Bouillon, St Helier JE2 3ZQ

Dated

22 DECEMBER

2014

The Minister for Planning and Environment (1)

Public of the Island (2)

DATE

2014

PARTIES

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

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site
- 3 The Application was submitted to the Minister for planning permission and having regard to the purpose of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission 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 such the Minister would not be so minded
- 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:

“Affordable Housing”	residential accommodation, whether it be accommodation for renting or accommodation for 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 the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to those applicants who have been assessed and qualify on a means basis through the gateway;
“Affordable Housing Units”	the Assisted Ownership Units and the Social Rented Affordable Housing Units constructed on the Site as part of the Development;
“Agreement”	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission submitted to the Minister for the Development and allocated reference number P/2013/0337;
"Approved AHP"	An Approved Affordable Housing Provider which is:

	<ul style="list-style-type: none"> i. the Public; ii. a parish; iii. the Company; or <p>when discharging their function of providing Affordable Housing having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be</p> <p>a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing;</p>
<p>“Approved Funder”</p>	<p>(a) Any financial institution which shall, with the consent of the Minister for Housing (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 Minister shall be deemed not to be unreasonably withheld if –</p>

	<p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Minister 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 Minister any information or documentation or independent confirmation of its status which the Minister may reasonably request;</p>
"Assisted Ownership Terms"	terms of sale of the Assisted Ownership Units to First Time Buyers to be agreed with the Minister;
"Assisted Ownership Unit"	one of the forty (40) Dwelling Units to be constructed on the Site as part of the Development to be transferred to a First Time Buyer on Assisted Ownership Terms;
"Bus Shelter Contribution"	a financial contribution of seven thousand five hundred pounds (£7,500) sterling towards the provision by the TTS Minister of a bus shelter proximate to the Site subject to Indexation in accordance with clause 10;

"Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"the Company"	the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;
"Development"	the development of the Site as set out in the Planning Permit;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Eligible Person"	<p>a person who is:</p> <p>(a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or</p> <p>(b) in respect of the Social Rented Affordable Housing Units (i) aged 55 years of age or over, or (ii) under 55 years but residing in the same Dwelling Unit with his or her spouse or partner being a person aged 55 years of age or over, as a 'couple', or (iii) falls wholly within the scope of (ii) above and continues to reside in the same Dwelling Unit upon and following the demise of such older spouse or partner;</p>

“Family Member”	a member of the family of a First Time Buyer or an Eligible Person (as the case may be) and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;
“First Time Buyer”	<p>any person who:</p> <p>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:</p> <p style="padding-left: 40px;">(a) Any immovable property</p> <p style="padding-left: 40px;">(b) Either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;</p> <p>and</p> <p>(ii) Is neither married to, nor buying as co-owner with, any person who does not fall within (i) above;</p> <p>or</p> <p>(2) Has been approved by the Minister for Housing as being a person who would be in need of assistance in order to acquire property and to whom consent should be granted to acquire or to occupy the residential</p>

	accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above any refusal by the Minister for Housing 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 Minister for Housing;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"	interest at three per cent above the base lending rate of HSBC Bank Plc from time to time;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"La Pouquelaye"	the Parish Road known as La Pouquelaye;
"Law"	the Planning and Building (Jersey) Law 2002;

"Market Housing Units"	any Dwelling Units that are not Affordable Housing Units;
"Minister for Housing"	the Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
"Occupation, Occupy and Occupied"	occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"	the plan of the Site numbered [.....] and dated [.....] attached at the First Schedule to this Agreement;
"Planning Permit"	the planning permission for the Development granted by the Minister pursuant to the Application, a copy of which is attached at the Second Schedule;
"Royal Court"	the Royal Court of the Island of Jersey;
"SHU"	the Strategic Housing Unit established following States approval of P33/2013 (or any

	successor body);
“Social Rented Affordable Housing Unit”	any one of the forty (40) Dwelling Units to be constructed on the Site as part of the Development to be transferred following practical completion to an Approved AHP;
"Site"	the site of the former Jersey College for Girls, Rouge Bouillon, St Helier JE2 3ZQ, as shown edged by a thick black line on the Plan;
“Traffic Calming Measures”	the works for the provision of a raised speed table combined with a pedestrian crossing on La Pouquelaye to the south of the junction with Le Mont Cantel or as otherwise agreed with the Parish of St Helier; and
“TTS Minister”	the Minister for Transport and Technical Services.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister 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 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 Minister as set out in the Third Schedule so that this Agreement shall be

enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 PUBLIC REGISTRY OF CONTRACTS

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

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Minister's statutory powers under the Law.
- 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 Minister as a result of the Minister 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 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.

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

The Bus Shelter Contribution 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

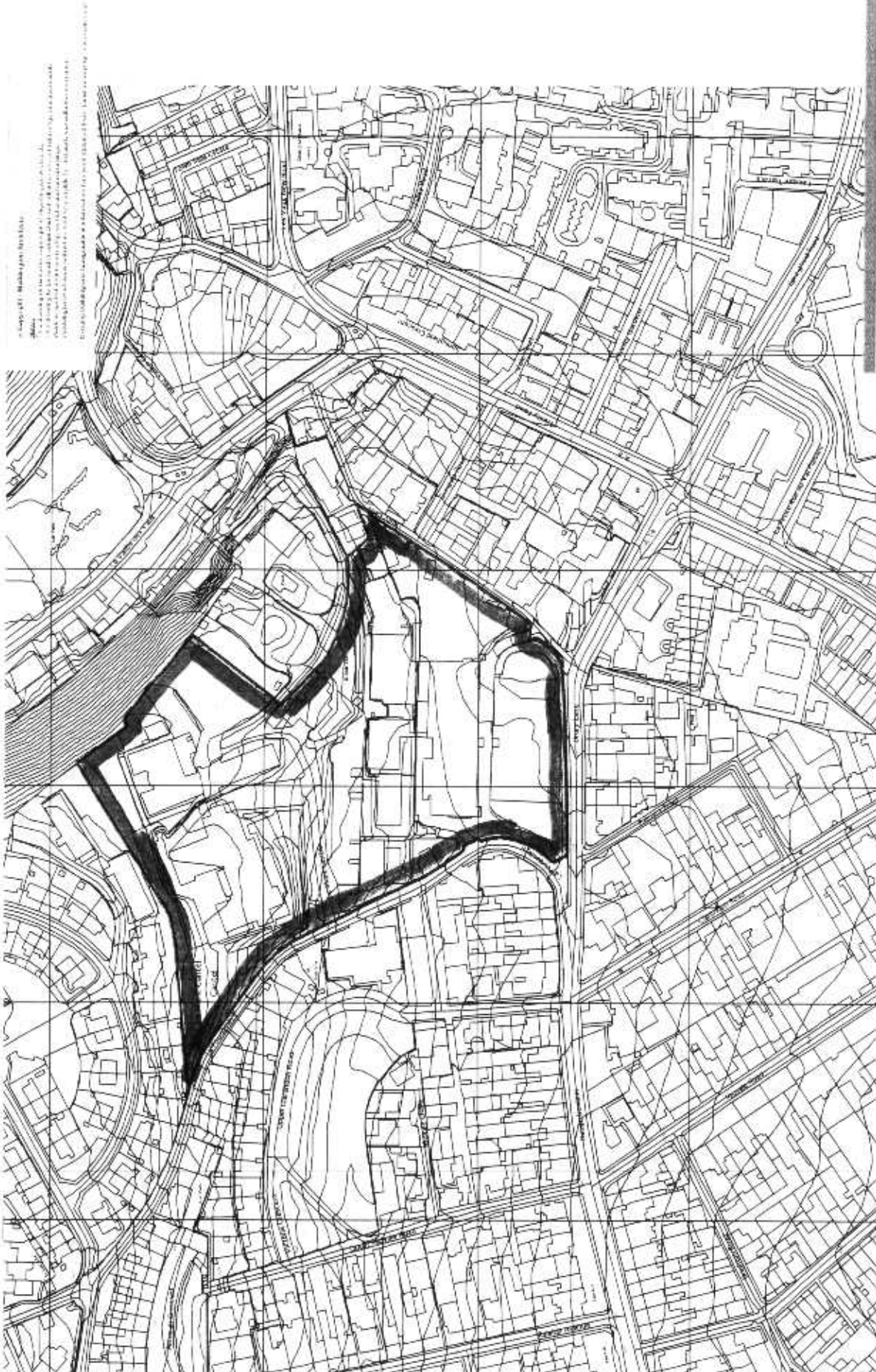
the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

14 JURISDICTION

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

FIRST SCHEDULE

The Plan



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Waddington Architects
Drawing: Site Location Plan
Date: Jan 2013
Proj No: 5180_001C

Client: States of Jersey Development Company Ltd
Project: Former Jersey College for Girls Residential Development
Scale: 1:2,500 (or A4)
Date: Jan 2013

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IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, 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 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing buildings to rear of site, construct 5 No. new buildings comprising of 159 No. apartments (including 40 No. Cat A apartments, semi basement parking and stores.) Demolish rear parts of former school building, convert former school building into 24 No. residential units. Associated landscaping works. Widen and create pavement to Drury Lane. EIA submitted. Digital model available. AMENDED PLANS: Increase number of Cat A apartments to 75. Alterations to Block 4. Re-provision of parking for Janvrin School. FURTHER AMENDED PLANS: Increase number of Cat A apartments to 80 of 159 new build apartments. Retain western hall of former school building and convert to 4 additional apartments. Add garden amenity rooms to landscaped areas.

To be carried out at:

Former Jersey College for Girls, Rouge Bouillon, St. Helier, JE2 3ZQ.

PLEASE NOTE

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.

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The proposed development is considered to be acceptable having due regard to the Jersey Island Plan 2011 (as amended) and all of the other material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP6, SP7, GD1, GD5, GD6, GD7, GD8, NE1, HE1, HE2, HE5, BE3, BE10, H1, H4, H6, TT4, TT8, TT9, NR7, WM1 and LWM2 of the Jersey Island Plan 2011.

In addition, the development has been assessed against the Supplementary Planning Guidance Former Jersey College for Girls Development Brief (July 2012). In this case, the proposed development is regarded as acceptable having addressed the Aims of Development as set out in the Development Brief, and balanced the objectives of the various individual policies (particularly in relation to the amenities of neighbours, the protection of the historic environment and the delivery of affordable housing units), within an economically viable development package necessary to secure the long-term future of the key heritage asset.

In addition, the representations raised to the scheme have been carefully assessed. The determination acknowledges the presented issues, particularly in relation to the amenities of neighbours by reference to the scale, form and nature of the proposals, and weighs them against the benefits delivered by the application. Taken as a package, it is considered that the application will be positive and beneficial, and that the potential impacts will not be unreasonable in all the circumstances.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a Phasing Plan which shall include the timetable for the delivery

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of: each of the Blocks 1 to 6; the re-provision of the Janvrin School car parking; other highway works; and, the landscape works. Whilst conscious of viability, the Phasing Plan shall prioritise the completion of Block 6 on the basis that the balance of the scheme is an enabling package for the Listed Building and that the works to secure the future of the Listed Building should not be delayed. The development shall thereafter be implemented only in accordance with the approved Phasing Plan.

2. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of landscaping which shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, hard surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs to include a Method Statement for all works within the Root Protection Area as identified on the approved Landscape Proposals drawing; and,
- v) the arrangements to be made for the maintenance of the landscaped areas to include that any trees or plant(s) planted in accordance with the approved landscape scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season, unless the Minister for Planning and Environment gives written consent for a variation of the scheme;
- vi) any management regime, to include the maintenance and management of the proposed amenity pavilions within landscaped areas, and to ensure that residents of all units have unrestricted access to the primary open space of the southern front lawns

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

3. The development hereby permitted shall not be commenced until there have been submitted to and approved in writing by the Minister for Planning and Environment, revised drawings to show:

- i) the extension of the new Drury Lane footpath, in a uniform width, across

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the south-eastern access gates, and connecting to the existing Rouge Bouillon footpath;

ii) increased covered cycle storage;

The approved details shall thereafter be implemented in full prior to first occupation, and maintained in perpetuity thereafter.

4. Prior to first use of the new junctions of the site with La Pouquelaye and Drury Lane everything within the required visibility sight lines (as shown on the approved Site Plans), including gates, walls, railings and plants growth is to be permanently restricted in height to 900mm above road level.

5. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Minister for Planning and Environment. The approved work of art must be installed prior to the first use/occupation of any part of the development hereby approved.

6. Notwithstanding the information on the approved plans, the development hereby permitted shall not be commenced until there have been submitted to and approved in writing by the Minister for Planning and Environment, full details, including samples and colours, of all external materials and hard surfacing to be used to construct the development including (but not exclusively) all elevational treatments including the paint for the Listed building, rooflights and other window systems, downpipes, hoppers, gutters, railings, roof materials and road / footpath / driveway surfacing. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

7. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a Demolition / Construction Environmental Management Plan. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include:

i) A demonstration of best practice in relation to noise and vibration control; and control of dust and emissions;

ii) Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;

iii) Specified hours of working (to include that work resulting in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays).

iv) Details of any proposed crushing / sorting of waste material on site;

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- v) Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing)
- vi) Measures taken to detect and manage any asbestos.
- The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

8. Notwithstanding the submitted information, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual apartments. For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. Car parking shall not to be sub-let or reassigned to non-residents of the development. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

9. Notwithstanding the submitted information, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a Green Travel Plan covering the management of travel movements to and from Janvrin School. The Methodology for the Green Travel Plan shall cover a period of at least 10-years and shall first have been agreed with the Minister for Planning and Environment, and shall include provision for management initiatives to manage demand for car trips and car parking. No accommodation shall be occupied until a Travel Plan coordinator has been appointed and their details forwarded to the Minister for Planning and Environment. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

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

- i. separated waste facilities and waste collection arrangements;
- ii. details of the communal satellite television reception system (or other communications infrastructure);
- iii. Confirmation of the location and number of electric car charging points; and
- iv. proposed SUDS / rainwater harvesting, shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and maintained in perpetuity. The approved details shall thereafter be implemented in full prior to first

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occupation, and retained in perpetuity thereafter.

11. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of external lighting. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

12. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a Skills and Training Plan, to support the development and training needs of Island residents. The Methodology for the Skills and Training Plan shall first have been agreed with the Minister for Planning and Environment. The approved details shall thereafter be implemented in full prior to commencement of development, and retained in perpetuity thereafter.

13. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment an Ecological Report. The methodology for the Report shall first have been agreed in writing by the Minister for Planning and Environment, and shall include survey for protected species to include amphibians and reptiles, mammals, bats and birds, to include consideration of habitat and potential mitigation works. The approved recommendations shall thereafter be implemented in full prior to commencement of development, and retained in perpetuity thereafter.

14. Notwithstanding the submitted information, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a revised Waste Management Plan to include monitoring and reporting arrangements for the actual waste streams arising in relation to excavation and the demolition of existing structures. Prior to first occupation a Waste Management Completion Report shall be submitted to the Minister for Planning and Environment to demonstrate compliance with the approved revised Waste Management Plan.

15. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, should any contamination be found during the course of development hereby approved, work shall cease and the Department of the Environment contacted immediately. If contamination is identified, the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigation measures proposed in a

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scheme, to be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented to the satisfaction of the Minister and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

16. Prior to the commencement of any development on site, a Project Design for an Standing Building Survey to record the existing building and the parts to be demolished to ensure an archive record exists in the public domain shall be submitted to and approved in writing by the Minister for Planning and Environment. The Project Design once approved in writing, shall be implemented at the applicant's expense prior to the commencement of development.

17. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment drawings showing existing and proposed typical joinery details for all forms of windows which are proposed to be replaced. The drawings shall be presented in elevation (scaled no less than 1:20) and in horizontal and vertical section (scaled no smaller than half full size). The approved windows shall thereafter be implemented prior to first occupation and retained in perpetuity thereafter.

18. Prior to the commencement of any development on site, a Project Design for an archaeological evaluation which will aim to gather sufficient information to establish the presence/absence, extent, condition, character, quality and date of any archaeological deposits within those areas affected shall be submitted to and approved in writing by the Minister for Planning and Environment. The Project Design once approved in writing, shall be implemented at the applicant's expense. In the event that any significant archaeological finds are made, the Minister for Planning and Environment shall be notified immediately to allow for proper evaluation of such finds and may require revisions to the approved scheme in order to avoid damage to the finds.

19. Notwithstanding any indication on the approved plans or documents, prior to the commencement of the development hereby approved, details in respect of the following shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved works shall thereafter be implemented in full prior to first occupation and retained in perpetuity thereafter:

- i. A repair schedule for the external envelope of the Listed Building;
- ii. A Method Statement specifying the works to survey, repair, replace and

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- paint the render including final type of paint and any colour treatments;
- iii. Proposals to reclaim and reuse internal historic joinery;
 - iv. A scheme of architectural salvage for any other features, to include decorative ceiling mouldings and the western staircase being offered as a complete piece;
 - v. External materials schedule for the retained Listed Building;
 - vi. Full details of roof-lights;
 - vii. A Method Statement for removal of the existing library (to include all the timber elements, plus the decorative ceiling mouldings) and its relocation to the new premises (to include an interpretative panel recording its history);
 - viii. Final and full details of the proposed external lift tower and its attachment to the Listed Building

20. Prior to the commencement of the development hereby approved, the detailed method of ensuring the safety and stability of the building fabric to be retained throughout the period of development, such as structural engineers' drawings and method statement, shall be submitted to and approved in writing by the Minister for Planning and Environment. The work shall be carried out in full accordance with the method statement approved. Any variations shall be agreed to in writing by the Minister prior to the commencement of such work.

Reason(s):

1. To ensure that the approved works to the Listed Building are not unnecessarily delayed that its importance is given sufficient priority in the phasing of the development, in accordance with Policy HE1 of the Jersey Island Plan 2011.
2. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape and to deliver a high quality of design in accordance with Policies GD1 and GD7 of the Jersey Island Plan 2011.
3. To enhance access by means other than the private car, in accordance with Policies GD1 and TT4 of the Jersey Island Plan 2011
4. In the interests of highway safety, in the interests of the amenities of the area and in accordance with the requirements of Policy GD1 and of the Jersey Island Plan 2011.

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5. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011.
6. For the avoidance of doubt and in the interests of the amenities of the area and to deliver a high quality of design in accordance with Policies GD1 and GD7 of the Jersey Island Plan 2011.
7. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011.
8. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011.
9. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011.
10. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011.
11. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Jersey Island Plan 2011.
12. In the interests of promoting sustainable patterns of development and supporting economic growth and diversification, and to accord with Policy GD1 and SP5 of the Jersey Island Plan 2011.
13. In the interests of biodiversity and ecology, in accordance with Policies SP4, NE1, NE2 and NE3 of the Jersey Island Plan 2011.
14. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the Jersey Island Plan 2011.
15. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011.
16. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place under the provisions of Policies SP4 and HE1 of the Adopted Island Plan 2011.

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17. For the avoidance of doubt, as the approval of the replacement windows has been made on the basis that the existing and proposed windows are identical in all regards. To accord with Policy HE1 and HE2 of the Jersey Island Plan 2011.

18. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place under the provisions of Policies SP4, HE5 of the Adopted Island Plan 2011.

19. These details are not included in the application and are required to be submitted and agreed by the Minister for Planning and Environment to ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place under the provisions of Policies SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011.

20. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place under the provisions of Policies SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011.

FOR YOUR INFORMATION:

The approved plans can be viewed on the Planning Register at www.gov.je/planning

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

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

APPROVED

THIRD SCHEDULE
The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

AFFORDABLE HOUSING

- 2 The total number of Affordable Housing Units shall be 40 Social Rented Affordable Housing Units and 40 Assisted Ownership Units.
- 3 Not to Commence the Development (or any phase) until a scheme for the provision of the Affordable Housing Units for the Development (or phase) has been submitted to and approved in writing by the Minister ('the Approved Scheme'), the details of such scheme to include the following:
 - (a) the location, pepper potting, specification and phasing of construction of the Affordable Housing Units, including the provision of utility services;
 - (b) details of the proposed transfer of the Social Rented Affordable Housing Units to an Approved AHP including the purchase price and time scale for the transfer;
 - (c) the mechanism to ensure that the Affordable Housing is not used for any other purpose
 - (d) details of the proposed Assisted Ownership Terms; the mechanism to restrict the ownership of the Assisted Ownership Units to Eligible Persons in perpetuity; and

- (e) where the Owner intends to carry out the Development in phases the number of Affordable Housing Units to be part of that particular phase.

The Owner shall be permitted to submit such scheme for approval in phases and shall obtain the Minister's written approval of the scheme for that phase prior to the Commencement of Development of that phase and there shall be no Commencement of Development in any particular phase until such time as the Owner has obtained the written approval of the Minister for the scheme for that phase.

- 4 In carrying out the Development (or any phase), the Affordable Housing Units shall be constructed in accordance with the Approved Scheme for the Development (or that phase) or as otherwise agreed with the Minister.
- 5 No more than 50% of the Market Housing Units shall be Occupied until the Social Rented Affordable Housing Units have been transferred to the Approved AHP.
- 6 Subject to the Fifth Schedule, the Social Rented Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons.
- 7 Subject to the Fifth Schedule, the Social Rented 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.
- 8 Subject to the Fifth Schedule, none of the Social Rented Affordable Housing Units shall be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 9 The Assisted Ownership Units shall only be transferred (and thereafter transferred) to First Time Buyers on Assisted Ownership Terms.
- 10 No Assisted Ownership Unit shall be used or occupied other by an Eligible Person as the only and principal home on Assisted Ownership Terms and shall not be used as a second home or a holiday home.
- 11 No Assisted Ownership Unit shall be Occupied other than by First Time Buyers or Family Members of a First Time Buyer living together with the First Time Buyer as a family.

- 12 Where an individual owner of an Assisted Ownership Unit becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 any restrictions affecting that Assisted Ownership Unit("the Relevant Unit") shall not apply to any purchaser from an Approved Funder of the Relevant Unit pursuant to a sale under a bankruptcy process arising from the bankruptcy of the individual owner of the Relevant Unit.

BUS SHELTER CONTRIBUTION

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

PEDESTRIAN CROSSING

- 15 To carry out or cause to be carried out and completed the Traffic Calming Measures before the Development is Occupied.
- 16 Not to Occupy the Development until the Traffic Calming Measures have been carried out and completed to the reasonable satisfaction of the Parish of St Helier Roads Committee.

FOURTH SCHEDULE
Minister's covenants

- 1 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 or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.

- 2 The Minister covenants with the Owner that he 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 seven years of the date of receipt by the Treasurer of the States of such payment.

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

Fifth Schedule

Cessation of Obligations – Social Rented Affordable Housing Units

1. If the circumstances set out in paragraphs 2, 3 or 4 in this Fifth Schedule arise the provisions of Schedule 3 concerning the Social Rented Affordable Housing Units shall cease to apply to that part of the Site comprising the Social Rented Affordable Housing Units (“the Relevant Land”) upon which such hypothec as is referred to in paragraph 2 below was secured and the Minister shall as soon as practicable following the said provisions ceasing to have effect as aforesaid issue to the then owner of the Relevant Land a formal written acknowledgement of the same.
2. 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 with the consent of the Minister for Housing to the Approved AHP to enable it to proceed with the acquisition and/or development of the Social Rented Affordable Housing Units.
3. Either of paragraphs 3(a) or 3(b) applies.
 - 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, offers 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 5 below.
 - b. The Approved AHP becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 and the Approved Funder offers 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 on the terms set out in paragraph 6 below, 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.
4. The Public, having been offered an option in accordance with either of paragraphs 3(a) or 3(b) of this Schedule, does not accept the option within the period specified for its acceptance.
5. The terms referred to above are that if the Public exercises the option 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.

6. The terms referred to herein are that if the Public exercises the option referred to above, 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.

Signed on behalf of the Minister:



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

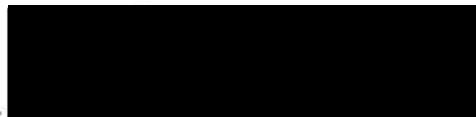
in the presence of



Name and Position: *JOHN NICHOLSON (PLANNING OFFICER)*

this *19* day of *DECEMBER* 2014

Signed on behalf of the Owner



Name and Position: *DEPUTY EDWARD JAMES NOEL ASSISTANT MINISTER FOR TREASURY AND RESOURCES*

in the presence of



Name and Position: *PAM FOSTER DIRECTOR JPM.*

this *19th* day of *DECEMBER* 2014