

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

Law 2002

relating to the development and construction of a sports training facility to West of site. Change of use of part of Field to form car parking and hardstanding. Alteration of vehicular access onto L'Avenue de la Reine Elizabeth II. Construct various retaining walls, install 8 No. lamp posts, 4 No. chiller units and 2 No. bike racks at Field No. 790, L'Avenue de la Reine Elizabeth II, St. Peter

Dated

8 NOVEMBER

2016

The Chief Officer for the Environment (1)

Field 790 Limited (2)

Benjamin John Harvey (3)

Minister for Education (4)

Minister for Economic Development Tourism Sport and Culture (5)

DATE

8 NOVEMBER

2016

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Field 790 Limited (a company incorporated in Jersey on 20 October 2016 with registration number 122359 of Kensington Chambers, 46/50 Kensington Place, St Helier, Jersey, JE1 1ET ("**the Owner**")
- (3) Benjamin John Harvey ("**the Applicant**") c/o Ogier, 44 Esplanade, St Helier, Jersey JE4 9WG
- (4) Minister for Education of Highlands Campus, St. Saviour, JE4 8QJ;
- (5) Minister for Economic Development Tourism Sport and Culture of Ground floor, Cyril le Marquand House, Union Street, St. Helier, JE4 8UL (5)

RECITALS

- 1 The Owner warrants that by virtue of a Contract dated 21 October 2016 between the Owner and Jersey Rugby Football Club Holdings Limited it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Education Department and the Economic Development Tourism Sport and Culture Department are party to the Agreement to acknowledge their commitment to use the facilities the subject of the Development in accordance with the Service Level Agreement appended hereto.
- 3 The Applicant has signed Service Level Agreements with the Education Department, the Economic Development Tourism Sport and Culture Department, 10 of the island's secondary schools, 14 of the island's sports associations and 14 of the island's community groups
- 4 The Applicant submitted an application (accorded the reference P/2016/0520) for planning permission for the Development.
- 5 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Committee for determination by that Committee.
- 6 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 22 September 2016 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement to secure the community benefit from the proposal.
- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 8 The parties acknowledge that this Agreement is legally binding.

9 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

“Additional SLA”	a service level agreement for the Take Up by a Community User of the Time Slots in a form approved by the Chief Officer
“Action Plan”	A plan of action agreed between the Owner and the Minister for Education and/or the Minister for Economic Development Tourism Sport and Culture to raise the Take up of Time Slots above 75%
“Agreement”	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as “Construct sports training facility to West of site. Change of use of part of Field to form car parking and hardstanding. Alteration of vehicular access onto L'Avenue de la Reine Elizabeth II. Construct various retaining walls, install 8 No. lamp posts, 4 No. chiller units and 2 No. bike racks to site..” and given the reference P/2016/0520 ;
“Binding Commitment”	A commitment where a Community User obliges itself to take up and use the Time Slots as provided for in the SLA's (or such other commitment as is otherwise approved by the Chief Officer)
"Chief Officer"	the person appointed from time to time as

	the chief executive officer (or equivalent) of the administration of the States department responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"Community User"	A user under an SLA, an Additional SLA, the Jersey Rugby Football Club (in its capacity as a sports club and to include any subsidiary thereof), or such other sports association sport club or community group as reasonably approved by the Chief Officer;
"Development"	the development of the Site as set out in the Application;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Minister for Education"	the Minister for Education, including his or her successor and any person or body to whom the functions of the Minister for Education may be transferred hereafter or lawfully delegated from time to time;
"Minister for Economic Development Tourism Sport and Culture"	the Minister for Economic Development Tourism Sport and Culture, including his or her successor and any person or body to whom the functions of the Minister for Economic Development Tourism Sport and Culture 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 demolition, site clearance, 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 763-15-S03 attached at the First Schedule to this Agreement;
"Planning Permit"	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 and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	The western part of Field No. 790 owned by the Owner, L'Avenue de la Reine Elizabeth II, St. Peter, as shown edged by a thick black line on the Plan;
"SLA"	The service level agreements between Minister for Education and the Applicant and the Minister for Economic Development Tourism Sport and Culture and the Applicant and annexed
"Take Up" or "Taken Up"	The number the Time Slots that have actually been used by a Community User
"the Time Slots"	The 4,044 hours of free community use access training and tuition at the Jersey

	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 demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
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"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	The western part of Field No. 790 owned by the Owner, L'Avenue de la Reine Elizabeth II, St. Peter, as shown hatched black and edged by a thick black line on the Plan;
"SLA"	The service level agreements between Minister for Education and the Applicant and the Minister for Economic Development Tourism Sport and Culture and the Applicant and annexed
"Take Up" or "Taken Up"	The number the Time Slots that have actually been used by a Community User
"the Time Slots"	The 4,044 hours of free community use

	access training and tuition at the Jersey Sports Academy to Community Users as shown on the annexed Jersey Sports Academy Community Availability Table and to be allocated in accordance with the proportions set out in that table (or such other proportion as agreed to from time to time by the Chief Officer)
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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 Minister for Education and the Minister for Economic Development Tourism Sport and Culture the successors to their 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.

	Sports Academy to Community Users as shown on the annexed Jersey Sports Academy Community Availability Table and to be allocated in accordance with the proportions set out in that table (or such other proportion as agreed to from time to time by the Chief Officer)
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- 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 Minister for Education and the Minister for Economic Development Tourism Sport and Culture the successors to their 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.

- 3.3 The Minister for Education and the Minister for Economic Development Tourism Sport and Culture enter into this agreement pursuant to the powers contained in Article 26 of the States of Jersey Law 2005 and all other enabling powers.

4 CONDITIONALITY

This Agreement is conditional upon

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

save for any relevant provision 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 and Applicant covenant and agree 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 EDUCATION AND ECONOMIC DEVELOPMENT AGREEMENT

The Minister for Education and the Minister for Economic Development Tourism Sport and Culture Department agree with the Applicant as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

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

8. MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner and or the Applicant 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.
- 8.2 Any notices on the Owner the Applicant and or the Department of Education 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.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.

- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

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

11 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.

12 JURISDICTION

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

FIRST SCHEDULE

The Plan



A1 DRAWING SIZE

COPYRIGHT - DYSON AND BUESNEL (CHARTERED ARCHITECTS) LIMITED
108 MARKET PLACE
ST. HELIER
JERSEY, C.I.
JE2 4WH
TEL: 01534 869861
FAX: 01534 869862
WEBSITE: www.dbsarchitects.co.jp
E-Mail: contact@dbsarchitects.co.jp

NOTES
DO NOT SCALE FROM THIS DRAWING
ALL DIMENSIONS TO BE CHECKED ON SITE
ANY DISCREPANCIES TO DRAWN OR DIMENSIONED
INFORMATION SHOULD BE REPORTED IMMEDIATELY

LICENCE
No. J78

SCALE 1:1250
DATE OCT. 2016

DRAWING NUMBER 763/15/S03
DESCRIPTION LOCATION MAP

REVISION

DYSON AND BUESNEL
ARCHITECTS

SECOND SCHEDULE

The Planning Permit

Planning Application Number P/2016/0520

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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

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

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

In respect of the following development:

Construct sports training facility to West of site. Change of use of part of Field to form car parking and hardstanding. Alteration of vehicular access onto L'Avenue de la Reine Elizabeth II. Construct various retaining walls, install 8 No. lamp posts, 4 No. chiller units and 2 No. bike racks to site. 3D Model Available. **ADDITIONAL SUPPORTING DOCUMENTS RECEIVED.**

To be carried out at:

Field No. 790, L'Avenue de la Reine Elizabeth II, St. Peter.

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.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0520

1. No external storage of materials, equipment, waste, goods and/or other products shall take place on site, other than in the area as shown on the approved plans.
2. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, following the commencement of development during the demolition and construction phases, should any contamination not previously identified be found, the Department of the Environment shall be informed as soon as possible. No further development shall be carried out (unless otherwise agreed in writing with the Department) until the levels of potential contaminants in the ground have been investigated and any risks to human health or the wider environment assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.
3. No part of the development hereby approved shall be occupied until the means of vehicular access as indicated on the approved plan has been wholly constructed in accordance with the approved plans and shall thereafter be retained and maintained as such.
4. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within them.
5. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping 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;
 - 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 including any excavation works, surfacing treatments, or means of enclosure;
 - iv) the measures to be taken to protect existing trees and shrubs;
 - v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
 - vi) A landscape management plan for the maintenance of the landscaped areas.Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.
6. No part of the development hereby approved shall be occupied until all

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0520

hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.

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

8. The findings and required mitigation measures outlined in the Ecology Assessment shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

Reason(s):

1. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
4. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
5. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
6. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
7. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure the protection of all protected species in accordance with

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0520

Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

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

Location Plan

Existing Site Plan S02

Proposed Site Plan SK17-C

Proposed Floor Plan SK18-B

Proposed East and North Elevations and Sections SK19-B

Proposed South and West Elevation and Sections SK20-B

Initial Ecological Assessment

Geoenvironmental Site Assessment

Transport Statement

Waste Management Plan

Planning and Design Statement

DECISION DATE:

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

APPROVED

THIRD SCHEDULE

The Owner 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.

DEVELOPMENT OBLIGATIONS.

- 2 Not to Commence the Development until such time as the Owner has produced to the Chief Officer copies of Binding Commitments between the Owner (or any operator of the Development) and Community Users for the use and enjoyment of the Time Slots.
- 3 To Occupy the Development so that only a Community User under a Binding Commitment produced to the Chief Officer in accordance with paragraph 2 above makes use of a Time Slot.
- 4 To Occupy the Development so as to enable any Community User fair and uninhibited access in order to Take Up the Time Slots.
- 5 To provide the Time Slots to Community Users as set out in Jersey Sports Academy Community Availability Table appended hereto and such other community groups as may be agreed with by the Chief Officer acting reasonably
- 6 Not to Occupy the Development until such time as a contract between the Applicant and the Minister for Education and the Minister for Economic Development Tourism Sport and Culture has been signed securing the use of the facility for the island's schools, sports associations and community groups for the next 21 years
- 7 To Occupy the Development so as to enable and facilitate the proper performance and qualitative objectives of the obligations contained herein including (without limitation) the performance and discharge of the contract or contracts referred to in the preceding paragraph or other similar contract between either of those Ministers and any service provider for the time being operating the Development.

Monitoring

- 8 The Owner shall establish and secure the operation at its own expense of a monitoring programme to provide updates to the Chief Officer the Minister for Education and the Minister for Economic Development Tourism Sport and Culture on a school termly basis as to Take Up levels of the Time Slots (the

Community Use Monitoring Programme) to establish how and to what extent the Time Slots have been Taken Up by a Community User.

9. The methodology for Community Use Monitoring Programme shall be subject to the prior approval of the Chief Officer (such approval not to be unreasonably withheld) and shall include the methodology by which the Minister for Education and the Minister for Economic Development Tourism Sport and Culture convey and report to the Chief Officer their satisfaction or dissatisfaction (as the case may be) of the nature quality and quantity of the Take Up levels of the Time Slots. No part of the Development shall be Occupied until the Chief Officer has given his prior approval to the Community Use Monitoring Programme.
10. If at any time the Community Use Monitoring Programme establishes that the Take Up of Time Slots is below 75% (measured on a school termly basis) the Owner shall take steps to agree an Action Plan and Framework for improving and ensuring Take Up of the Time Slots to above 75% such Action Plan to be agreed and implemented within 3 months of the Take Up falling below 75%. A copy of the Action Plan shall be provided to the Chief Officer.
11. Without prejudice to any corrective action within an Action Plan on the part of the Owner the Chief Officer may require the Time Slots for the Site to be used by such person or persons as the Chief Officer reasonably considers will be a benefit to the community.

FOURTH SCHEDULE

**Department of Education and Economic Development Sport and Culture
Department's Covenant**

The Minister for Education and the Minister for Economic Development Tourism Sport and Culture agree with the Applicant to observe and perform the terms of the Service Level Agreement appended hereto

Service Level Agreement (SLA) for

States of Jersey Secondary Schools and Sports Associations
for the Jersey Sports Academy

by

States of Jersey Department for Economic Development, Tourism, Sport and Culture
and
States of Jersey Department for Education

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between States of Jersey Department for Economic Development, Tourism, Sport and Culture ("EDTSC") and States of Jersey Department for Education for the provisioning of the Jersey Sports Academy ("JSA").

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide the Jersey Sports Academy to the Customer(s) by the Service Provider(s)

The goal of this Agreement is to obtain mutual agreement for the Jersey Sports Academy / service provision between the Service Provider(s) and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and / or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Provide clear channels and methods of communication between the Provider and the Customer

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider(s): the Jersey Sports Academy ("Provider")

Customer(s): States of Jersey Department for Economic Development, Tourism, Sport and Culture and States of Jersey Department for Education.

4. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year. However, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Relationship Manager: Ben Harvey, Managing Director (JSA)

(EDTSC) Review Period: Yearly

Previous Review Date: N/A

Next Review Date: 1 Year post commencement

Service Agreement

The following detailed service parameters are the responsibility of the Customer in the ongoing support of this Agreement.

- Health and Safety
- First aid and accident reporting
- Bookings and timetabling responsibility
- Alienation
- Risk assessments
- Portable electrical appliances
- Footwear
- Property belonging to the Customer
- Control
- Access
- Works
- Student management
- Reporting building defects

- General housekeeping
- Equipment repairs and maintenance

The following detailed service parameters are the responsibility of the Provider in the ongoing support of this Agreement.

- Accessibility and staffing
- Repairs and maintenance
- Lighting / services / utilities
- Bookings and timetabling responsibility
- Insurance
- CCTV
- Security
- Parking
- Gym and Sporting Equipment, Repairs and Maintenance
- Grounds maintenance
- Cleaning
- Lost property
- Provision of fire extinguishers
- Risk assessments
- Audits
- Meetings and general communications
- Financial arrangements
- Emergency call-out

5. Customer(s) Responsibilities in Support of this Agreement Include:

Health and safety:

The Customer agrees to comply with the risk control measures that form part of the risk assessment for the premises, meeting its responsibilities under the Health and Safety at Work (Jersey Law) 1989.

These measures include minimum qualifications for those leading, teaching, coaching and / or supervising activities. All teachers / coaches / instructors who work with children must be police DBS (Disclosure Baring Service) checked to ensure their suitability and comply with the rules and advice of relevant governing bodies for particular activities. Evidence of such compliance may be requested by the Provider.

All staff and students must familiarise themselves with all evacuation routes. The Customer will ensure that there is an initial risk assessment.

Fire evacuation drills will be carried out by the Provider at designated times. All Customer staff and students must conform to the Normal Operation Procedures (NOP) and Emergency Action Plan (EAP) provided by the Provider.

The Customer shall not bring into the facility any articles of a flammable or explosive character.

First aid & accident reporting:

Adequate first aid precautions must be taken as appropriate by the Customer.

Any injury to a person or damage to property must be reported to a member of the Provider's staff and a report completed. All notifiable accidents must be reported back to the Provider within 24 hours. (Notifiable = Death or major injury, 24hr hospitalisation, more than 3 days off work / school, ambulance call out or visit to A&E)

Bookings and timetabling responsibility:

All programming and timetabling of the facility will be completed by the Customer and submitted to the Provider no later than 6 weeks prior to any intended visit.

Alienation:

The Customer will not be permitted to assign, sub-let the whole or part of the premises, or otherwise part with possession, without the Provider's prior written consent as well as the consent of the other Customer, which shall not be unreasonably withheld or delayed. Any income derived will be invoiced by the Provider and will be reinvested back into the facility.

Risk assessments:

The Customer is responsible for the care and upkeep of all risk assessments of all the sporting activity and teaching taking place on the demised premises. The Provider may ask to be provided with copies.

Portable electrical appliances:

No portable electrical appliance is to be brought into the premises and used without the prior agreement of the Provider. Any such appliance must have been inspected beforehand in accordance with current Institution of Electrical Engineers Regulations and bear a dated PAT test sticker, or other endorsement to that effect.

Footwear:

Outdoor shoes are not permitted in the demised premises. Only clean, non-marking training shoes are allowed or other suitable footwear as agreed by the Provider. The Customer is responsible for ensuring that those using the facility are wearing acceptable sporting footwear.

Should damage occur to any playing surfaces or fabric of the building as a result of a failure to comply with this, this may result in the Customer being liable / billed for any repairs or additional cleaning.

Property belonging to the Customer:

The Provider and its employees shall not be responsible for any damage to, or loss of, any property whether belonging to the Customer, or to any other person using the facility. (See Appendix 4)

Control:

A Customer representative shall be in attendance at all times throughout the booked / programmed sessions, and the Provider may, in certain circumstances where it is considered necessary, require that the Customer provides, at his own expense, any additional staff for the smooth running of any booking.

In default of such provision by the Customer, the Provider shall be authorised, at the expense of the Customer, to make the necessary arrangements for a person(s) to be brought in to be in attendance at the event / booking.

Parking permits:

The Customer will provide the Provider with an up to date quarterly list of who has been issued with a valid permit to park at the facility. (See Appendix 2). The Customer will also be responsible for ensuring that teachers, pupils, coaches, athletes and parents are communicated to about the parking availability and any restriction that may, from time to time, apply to the site.

Animals:

No animals will be admitted to the venue under any circumstances unless with the prior consent of the Provider with the sole exception of Guide Dogs for the Blind.

Access:

Access to the doors, gates, passages and fire exits must not be obstructed. Customer staff access to the premises has to be approved by the Provider. Lone use of any of the facilities or personal use of any equipment by Customer staff is forbidden unless expressly granted written permission by the Provider.

Works:

Any works that may impact on the fabric of the building must be authorised by the Provider regardless of the funding source.

Student / Athlete management:

No student is allowed into the practical rooms with equipment, without a teacher or qualified member of Customer staff being present.

Reporting building defects:

Representatives of the JSA Maintenance Section will routinely inspect the property as ongoing monitoring of their estate. However, it is the Customer's responsibility to report any discovered faults with the property or equipment to the Provider as soon as reasonably practicable.

Failure to do so could threaten persons or property, examples of such emergencies could be fire, burst water pipes or if the nature of the fault falls into the Provider's specified responsibility.

General housekeeping:

Customer staff using shared rooms are to check the condition of returned equipment before the start of each booked session and inform the Provider's centre staff immediately of any missing / damaged items.

The Customer must adhere to safety signage and any floor markings provided.

No food or drink are permitted in any of the Recovery Zone, Gymnasium or studio areas. Bottled water is acceptable.

All staff teaching / coaching in the facilities must leave areas as found. If the area is unfit for purpose, the Customer's staff should immediately report this to the Provider. Staff leaving teaching and departmental areas must ensure that all lights and equipment have been switched off.

Any damage to property must be reported to a member of Provider's staff and a report completed.

Equipment repairs and maintenance:

The Provider will ensure that all its equipment is safe, repaired and maintained to a "good" condition (see Appendix 4).

Financial arrangements:

Use of these facilities by Sporting groups will be subject to a charge which will be determined in the SLA's between each group and reviewed annually by EDTSC. Use of these facilities for schools is at no charge in accordance with the conditions specified in each of the individual SLA's signed with each school.

6. Service Provider Responsibilities in Support of this Agreement Include:

Accessibility and staffing:

The Provider will staff the facility in accordance to the conditions set out in the SLA's signed with each school and sporting entity. The Provider will manage the bookings for the facilities in accordance to the details set out in each of the SLA's signed with each school and sporting entity.

Repairs and maintenance:

The Provider will be responsible for all internal and external repairs and maintenance. The Provider will give appropriate notification to the Customer for all scheduled maintenance.

The Provider will liaise with the Landlord to ensure the facility is available as required to fulfil the business / service provision whilst ensuring that Customers' responsibilities are adhered to, to ensure the facility is maintained in a "good" condition.

Lighting / services / utilities:

The Provider will be responsible for the payment of all outgoings and utility costs (including sewerage charges, oil, water, gas and electricity) relating to the demised premises.

Bookings and timetabling responsibility:

The Provider will block out the times agreed with the Customer, in accordance with the details specified in the individual SLA's signed with schools and sporting entities, and endeavor to ensure the sports sessions / lessons are maintained throughout the term time without interruption. However, there may be exceptional circumstances or essential repairs / maintenance or weather which may affect the Customers' programme.

The Provider will look to maximise usage from the demised premises and times not in use by the Customer will be given over to other community users.

Insurance:

The Provider will be responsible for implementing comprehensive buildings insurance in respect of the demised premises.

CCTV:

The use of CCTV is in existence by the Provider outside the facility for the purposes of security, public safety and good management (see Appendix 3).

Security:

This is the Provider's responsibility outside of curriculum hours. During curriculum hours general security will be a shared responsibility between the Provider and Customer.

Parking:

The Provider is responsible for and will manage all parking arrangements. All vehicles park at their own risk. The Provider or authorised agents reserve the right to issue fines should unauthorised vehicles be parked on site (see Appendix 2). Authorised vehicles must display a valid customer parking permit. Parking availability is allocated as follows:

Subject to be given adequate notice the Provider will endeavor to provide parking for customer events. This will be subject to availability at the time.

Equipment repairs and maintenance:

The Provider will ensure that all equipment is repaired and maintained to a "good" condition (see Appendix 4). As long as it has not been abused and only used in line with manufactures recommendations.

Grounds maintenance:

Will be the responsibility of the Provider to maintain grounds to a good standard. See site boundary map on page 4 of the Planning Obligation Agreement.

Cleaning:

Will be the responsibility of the Provider.

Lost property:

Any lost property found by the Provider will be returned to the Customer (Individual School office).

Provision of fire extinguishers:

The Provider will ensure that hand held fire extinguishers are provided within the facility in accordance with either Fire Officer's recommendations or prevailing British Standards. The hand held fire extinguishers will be inspected annually for compliance but should they, if found to be either accidentally or maliciously emptied or damaged by the Customer, the responsibility for recharging or replacement shall be arranged and funded by the Customer.

Risk assessments:

Responsibility for the upkeep and risk assessment of shared rooms and common areas, such as the Lecture Theatre, hypoxic zones, laboratory, recovery zone and gymnasium will be carried out by the Provider.

Audits:

The Provider will undertake regular audits in regards to standards, cleanliness and safety. These will be shared with the Customer.

Meetings and general communications:

The Provider (Managing Director) will meet with the Customer (States of Jersey Department for Economic Development, Tourism, Sport and Culture and States of Jersey Department for Education) on an annual basis to discuss the SLA.

Financial arrangements:

The financial management of the Jersey Sports Academy, as a separate cost centre will be the responsibility of the Provider.

7. Key Contacts:

Service Provider:

Name and title: Ben Harvey (Managing Director, JSA)

Email: Tel: Mobile:

Customer Contacts:

Name and title: Mike King (Chief Officer, States of Jersey Department for Economic Development, Tourism, Sport and Culture)

Email: Tel: Mobile:

Name and title: Justin Donovan (Chief Officer, States of Jersey Department for Education)

Email: Tel: Mobile:

8. Signatures to Agreement:

By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.

Signed by Provider (Managing Director, JSA)

NAME: Ben Harvey

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Date: 28.10.16

Signed by Customer (Chief Officer, States of Jersey Department for Economic Development, Tourism, Sport and Culture)

NAME: Mike King

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.....
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Date: 28.10.16

Signed by Customer (Chief Officer, States of Jersey Department for Education)

NAME: Justin Donovan

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.....

Date: 7/11/16

Jersey Sports Academy (TeamAthlete Ltd) - Community Availability

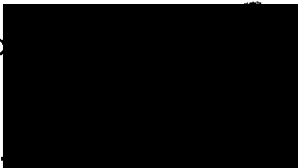
Group	Size	Subsidy	Hours per year	Sessions per year	Total Hours	% Hours
Schools	30	100%	756	15,120	22,680	19%
Sports	24	89%	1,512	24,192	36,288	37%
Community Group	24	93%	879	14,064	21,096	22%
Jersey Rugby Club	30	98%	897	17,940	26,910	22%
Total			4,044	71,316	106,974	100%

SCHOOL TERM	8:30-9:30	9:30-11:00	11:00-12:30	12:30-14:00	14:00-15:30	15:45-17:15	17:15-18:45	18:45-20:15	20:15-21:30	Sports	Schools	Community Groups	JRFC	
	3 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.25 HOURS					
Monday	JRFC	JRFC	Schools	Schools	JRFC	Sports	Sports	Sports	Community Groups	72	60	24	90	
Tuesday	JRFC	JRFC	Schools	Schools	JRFC	Sports	Sports	Sports	Community Groups	72	60	24	90	
Wednesday	JRFC	JRFC	Schools	Schools	Schools	Sports	Sports	Sports	Community Groups	72	90	24	60	
Thursday	JRFC	Schools	Schools	Schools	JRFC	Sports	Sports	Sports	Community Groups	72	60	24	90	
Friday	JRFC	JRFC	Schools	Schools	Schools	Sports	Sports	Sports	Community Groups	72	90	24	60	
Saturday (8am-8pm)	Sports	Sports	Sports	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups		72		48		
Sunday (8am-8pm)	Sports	Sports	Sports	Sports	Sports	Sports	Community Groups	Community Groups		144		48		
										Total	576	360	216	390
										Weeks	42	39	30	35
										Spaces	24,192	14,040	6,420	13,650


SCHOOL HOLIDAYS	8:30-9:30	9:30-11:00	11:00-12:30	12:30-14:00	14:00-15:30	15:45-17:15	17:15-18:45	18:45-20:15	20:15-21:30	Sports	Schools	Community Groups	JRFC
	3 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.5 HOURS	1.25 HOURS				
Monday	JRFC	Community Groups	Community Groups	JRFC	JRFC	Community Groups	Community Groups	Community Groups	Community Groups	0	60	144	90
Tuesday	JRFC	Community Groups	Community Groups	JRFC	JRFC	Community Groups	Community Groups	Community Groups	Community Groups	0	60	144	90
Wednesday	JRFC	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	0	0	192	60
Thursday	JRFC	Community Groups	Community Groups	JRFC	JRFC	Community Groups	Community Groups	Community Groups	Community Groups	0	60	144	90
Friday	JRFC	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	Community Groups	0	0	192	60
Saturday (8am-8pm)	Community Groups	Community Groups	Community Groups							0		120	
Sunday (8am-8pm)	Community Groups	Community Groups	Community Groups							0		192	
										Total	180	120	390
										Weeks	6	11	11
										Spaces	1,080	1,200	4,290

Signed SLA's

	Sports	Presented	To whom	Single	Double	Signed	Single	Double		Schools	Presented	To whom	Signed
	Athletics	Yes	Karen Bull	24	12	Yes	24	12	1	De La Salle	Yes	Jason Turner	Yes
	Badminton	Yes	Jean Cross	8	0	Yes	8	0	2	Victoria College	Yes	Alun Watkins	Yes
	Cricket	Yes	Chris Minty	24	12	Yes	24	12	3	Hautlieu	Yes	Nick Falle	Yes
	Cycling			12	0				4	Les Quennevals	Yes	Paul Letch	Yes
	Football	Yes	Neville Davidson	72	24	Yes	72	24	5	Haute Vallee	Yes	David Howarth	Yes
	Hockey			12	0				6	JCG	Yes	Carl Howarth	Yes
	Netball	Yes	Linda Andrews	24	12	Yes	24	12	7	Le Rocqueler	Yes	Paul Dicker	Yes
	Rugby	Yes	Mark Morgan	72	24	Yes	72	24	8	Grainville	Yes	Emma Carre, James Scott	Yes
	Shooting	Yes	Peter Le Marinel	6	0	Yes	6	0	9	Highlands	Yes	Martin Colley	Yes
	Squash	Yes	Jamie Le Sueur	8	2	Yes	8	2	10	Beaulieu	Yes	Kate Allo	Yes
	Swimming	Yes	Chris Jones	18	6	Yes	18	6					
	Table Tennis			8	2								
	Tennis			8	2								
	Triathlon	Yes	Fintan Kennedy	12	0	Yes	12	0					
	Other Sports			16	0								
			Total	324	96		268	92				Total	10
			80%	516	192		452	184					100%

Signed on behalf of 

Name and Position: ANDREW SCATE CHIEF OFFICER DEPT OF ENVIRONMENT

in the presence of 


Name and Position: M PALLOT WITNESS

this 8 day of 11 2016

Signed on behalf of Field 790 Limited



Name and Position: MARK MORGAN - DIRECTOR

in the presence of 

Name and Position: M PALLOT WITNESS

this 8 day of 11 2016

Signed by Benjamin John Harvey

[Redacted Signature]

in the presence of

[Redacted Name]

Name and Position

[Redacted Name]

M PALLOT WITNESS

this 8 day of 11 2016

Signed by or on behalf of the Minister for Education

[Redacted Signature]

Name and Position: JUSTIN DONOVAN CHIEF EDUCATION OFFICER

in the presence of

[Redacted Name]

Name and Position

M PALLOT WITNESS

this 8 day of 11 2016

Signed by or on behalf of the Minister for Economic Development Tourism Sport and Culture

[Redacted Signature]

Name and Position: M. KINW CEO EDTSC

in the presence of

[Redacted Name]

Name and Position

M PALLOT WITNESS

this 8 day of 11 2016