

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and eleven, the third day of February.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between the Minister for Planning and Environment, Uplands Hotel Limited and S.A.M. Homes Limited in relation to Field No. 1218, Mont à l'Abbé, St Helier be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

PR

L1273-152--



**Planning Obligation Agreement under Article 25 of the  
Planning and Building (Jersey) Law 2002  
relating to the development of part of Field 1218 Mont à  
L'Abbé, St Helier**

Dated :

3<sup>rd</sup> February

2011

The Minister for Planning and Environment (1)

Uplands Hotel Limited (2)

S.A.M. Homes Limited (3)

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DATE

3<sup>rd</sup> February

2011

**PARTIES**

- (1) The Minister for Planning and Environment of South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Uplands Hotel Limited of 57 Rouge Bouillon, St Helier, JE2 3ZB ("the Owner")
- (3) S.A.M. Homes Limited of First Floor Centre Office, Charles House, Charles Street, St Helier, JE2 4SF ("the Developer")

**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 of the Site to which it has right in the manner referred to in the First Schedule.
- 3 The Developer submitted the Application to the Minister and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 4 The Owner and the Developer both acknowledge that this Agreement is legally binding
- 5 Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement.
- 6 The Owner and the Developer have agreed that the Site will be conveyed by the Owner to the Developer at the first sitting of the Royal Court for the passing of hereditary contracts of sale and conveyance of immovable property subsequent to the registration of this Agreement pursuant to Clause 6 of this Agreement.

**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 for purchase, for persons who would otherwise have financial difficulties acquiring residential accommodation in the general market for residential accommodation prevailing in |
|----------------------|---|

|                                 |  |   |
|---------------------------------|--|---|
|                                 |  | Jersey.   |
|                                 |  |   |
| "Category A Housing"            |  | shall have the meaning attributed to such phrase in the Island Plan 2002 and Supplementary Planning Guidance issued by the Planning and Environment Department of the States of Jersey.   |
|                                 |  |   |
| "Development"                   |  | the development of the Site for Category A Housing to provide ten (10) dwelling houses of which five (5) shall be First Time Buyer Units and five (5) shall be Intermediate Housing Units; the whole as detailed on the Planning Permit.  |
|                                 |  |   |
| "Dwelling Unit"                 |  | a dwelling house to be constructed on the Site as part of the Development pursuant to the Planning Permit.  |
|                                 |  |   |
| "Family Member"                 |  | means a member of the family of a First Time Buyer who is entitled by virtue of the terms of this Agreement to occupy a Dwelling Unit and for the purposes of this Agreement shall mean the spouse, partner, brother, sister, daughter, son, step-children, grandparent or grandchild of a First Time Buyer |
|                                 |  |   |
| "First Time Buyer"              |  | any person who is approved from time to time by the Housing Minister as being eligible to acquire a unit of Category A Housing.   |
|                                 |  |   |
| "First Time Buyer Unit"         |  | any Dwelling Unit other than an Intermediate Housing Unit.  |
|                                 |  |   |
| "Housing Minister"              |  | the Minister for Housing charged with the administration of the Housing (Jersey) Law 1949.  |
|                                 |  |   |
| "Intermediate Housing"          |  | Affordable Housing for people with incomes too great to be eligible for social rented housing but who are unable to afford to acquire (even with a loan) the cheapest equivalent First Time Buyer Unit.   |
|                                 |  |   |
| "Intermediate Housing Provider" |  | shall mean the Public, a Parish or a Housing Trust (and in the case of a Housing Trust one created under  |

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|                                   |  |   |
|-----------------------------------|--|---|
|                                   |  | the <i>Loi (1862) sur les teneurs en fidéicomis et l'incorporation d'associations</i> , as amended and whose constitution specifically provides for the acquisition and provision of Intermediate Housing and provides for the application of Redemption Monies specifically to the purpose of the provision creation and furtherance of Intermediate Housing and such Housing Trust to also have been previously approved in writing by the Housing Minister) when discharging their function of providing housing for those persons whom the Intermediate Housing Provider considers, having regard to the criteria set out from time to time by the States or by the Housing Minister as the case may be, to be in need of financial and/or social assistance for obtaining Intermediate Housing suitable for their needs. |
|                                   |  |   |
| "Intermediate Housing Units"      |  | that part of the Development comprising five Dwelling Units together with car parking spaces shown on the Intermediate Housing Units Plan; or any one or more of them.  |
| "Intermediate Housing Units Plan" |  | the plan showing the Intermediate Housing Units prepared by Naish Waddington Architects and annexed to this agreement at the First Schedule   |
|                                   |  |   |
| "Law"                             |  | the Planning and Building (Jersey) Law 2002.  |
|                                   |  |   |
| "Occupation" 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.  |
|                                   |  |   |
| "Planning Permit"                 |  | the planning permission, a copy of which is attached as the Second Schedule.  |
|                                   |  |   |
| "Public"                          |  | the public of the Island of Jersey.   |
|                                   |  |   |
| "Qualifying Person"               |  | any person (being a First Time Buyer)<br>1. whose household income and capital are insufficient to allow that person to afford to acquire a dwelling sufficient for their needs   |

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PROP-15088273-4

|                                     |  |  |
|-------------------------------------|--|--|
|                                     |  | <p>on the open market (general housing or First Time Buyer housing); and</p> <ol style="list-style-type: none"> <li>2. whose household income and capital are sufficient to allow them to afford to acquire an Intermediate Housing Unit on the basis of an Intermediate Housing Purchase; and</li> <li>3. whose household by its size and nature is or will be appropriate to the size and nature of Intermediate Housing Unit they will acquire and occupy; and,</li> <li>4. who is approved from time to time by the Housing Minister as being eligible to acquire an Intermediate Housing Unit.</li> </ol> |
|                                     |  |  |
| "Royal Court"                       |  | the Royal Court of the Island of Jersey.   |
|                                     |  |  |
| "Site"                              |  | the land against which this Agreement may be enforced as shown hatched in diagonal lines on the Site Plan.   |
| "Site Plan"                         |  | the site plan prepared by Naish Waddington Architects and annexed to this agreement at the First Schedule  |
|                                     |  |  |
| "Social Rental Accommodation"       |  | shall mean accommodation which is let for rental by a Social Rental Landlord approved for that purpose by the Housing Minister to a person or persons who satisfy the Housing Minister's criteria and qualifications.  |
|                                     |  |  |
| "Social Rental Accommodation Units" |  | that part of the Development comprising the five Intermediate Housing Units where the Owner has elected to transfer such units to a Social Rental Landlord in accordance with paragraph 3.3 of the Third Schedule.   |
|                                     |  |  |
| "Social Rental Landlord"            |  | <p>shall mean:</p> <ol style="list-style-type: none"> <li>1. the Public</li> <li>2. a Parish</li> <li>3. a Housing Trust</li> </ol> <p>when discharging their function of providing housing for those persons whom the Social Rental Landlord considers, having regard to the criteria set out from time to time by the States or by the Housing Minister</p>  |

|         |  |   |
|---------|--|---|
|         |  | as the case may be, to be in need of financial and/or social assistance for obtaining accommodation suitable for their needs.   |
|         |  |   |
| "Works" |  | all those construction and other works, operations and processes and the provision of all fixtures and fittings and equipment necessary to complete each Intermediate Housing Unit in accordance with plans approved and building permits issued by the Minister. |
|         |  |   |

## 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 and the Developer.

## 4 CONDITIONALITY

This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

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## 5 THE OWNER'S COVENANTS

The Owner covenants and agrees with the Minister as set out in the Third Schedule to the intent that subject to clause 7.6.2 hereof 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 The Developer shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 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 of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices on the Owner or the Developer shall be deemed to have been properly served if sent by ordinary post to and addressed to either party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.4 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.
- 7.5 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 by any statutory procedure or expires prior to the Commencement of Development;
- 7.6.1 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.
- 7.6.2 Without prejudice to the generality of sub-clause 7.6.1 Uplands Hotel Limited will cease to be under any obligation under this Agreement subsequent to the passing of the conveyance of the Site to the Developer as envisaged by Recital 6 of this Agreement, howsoever and whensoever occurring .
- 7.7 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.
- 7.8 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

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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 Ministers' statutory powers under the Law

- 7.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Helier (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes
- 7.10 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
- 7.11 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
- 7.12 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

Prior to the transfer envisaged by Recital 6 hereof the Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or Dwelling Unit purchased by reference to a plan.

## 10 JURISDICTION

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

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### FIRST SCHEDULE

- Details of the Owner's Title, and description of the Site
- The Site Plan
- The Intermediate Housing Units Plan

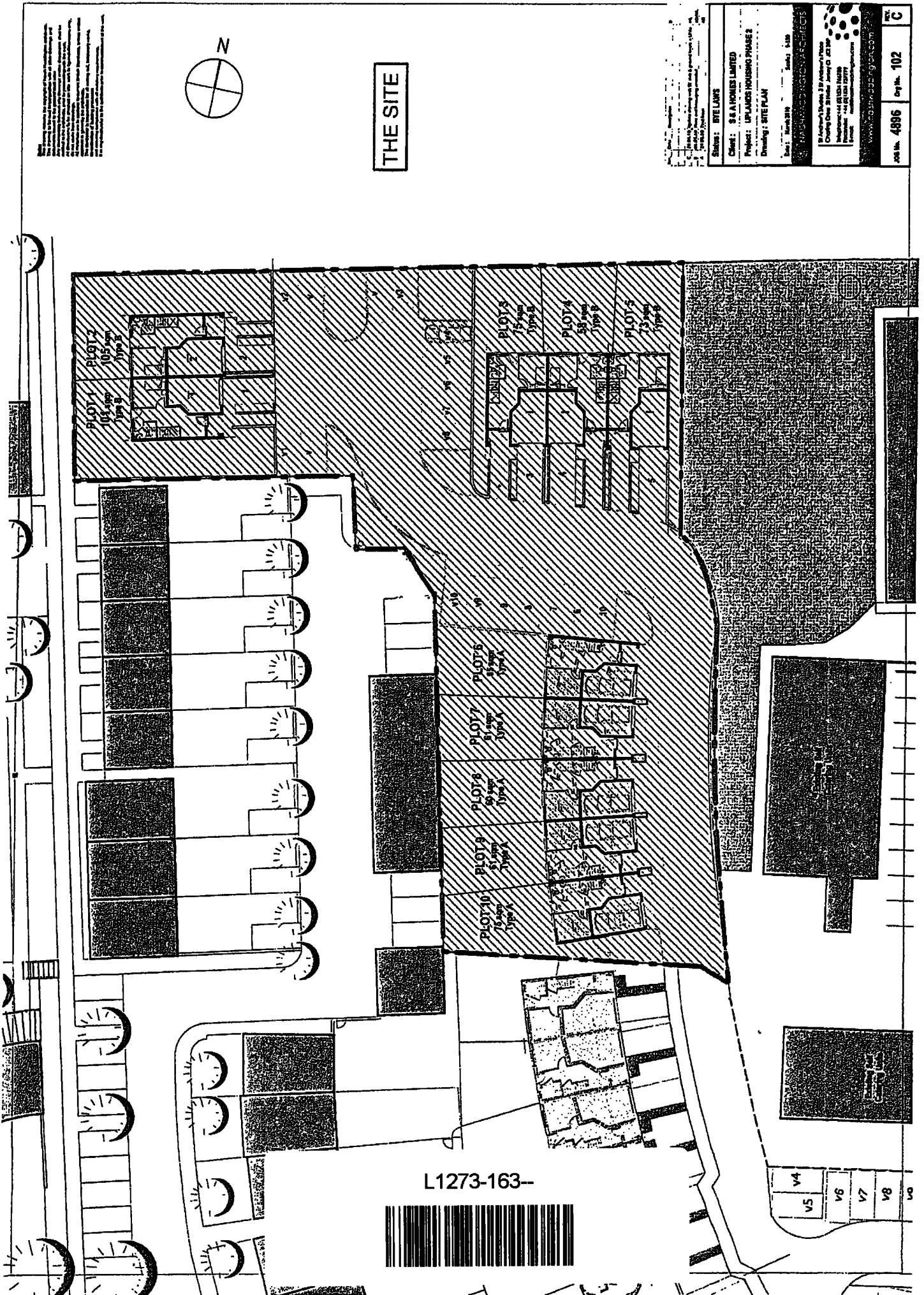
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The Owner is the legal owner of the Site being a certain piece of land forming part of Field 1218 St Helier, Jersey and as hatched in diagonal lines on the Site Plan which it acquired by deed of gift from William John Morvan on 18th March 2005.

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1. The information shown on this drawing is based on the information provided to the Architect by the Client. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

2. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

3. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

4. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

5. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

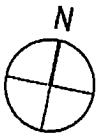
6. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

7. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

8. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

9. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.

10. The Architect is not responsible for the accuracy or completeness of the information provided to the Architect by the Client.



THE SITE

**Site:** BRELAWA  
**Client:** S & A HOMES LIMITED  
**Project:** UPLANDS HOUSING PHASE 2  
**Drawing:** SITE PLAN  
**Date:** March 2010  
**Scale:** 1:500

**Architect:** JAMES WATSON ARCHITECTS  
 18 Ardrossan Street, Ardrossan, Dundee, DD9 1JF  
 Telephone: 01392 625444  
 Fax: 01392 625445  
 www.jameswatsonarchitects.com

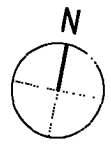
Job No. 4896    Orig. No. 102    Rev. C

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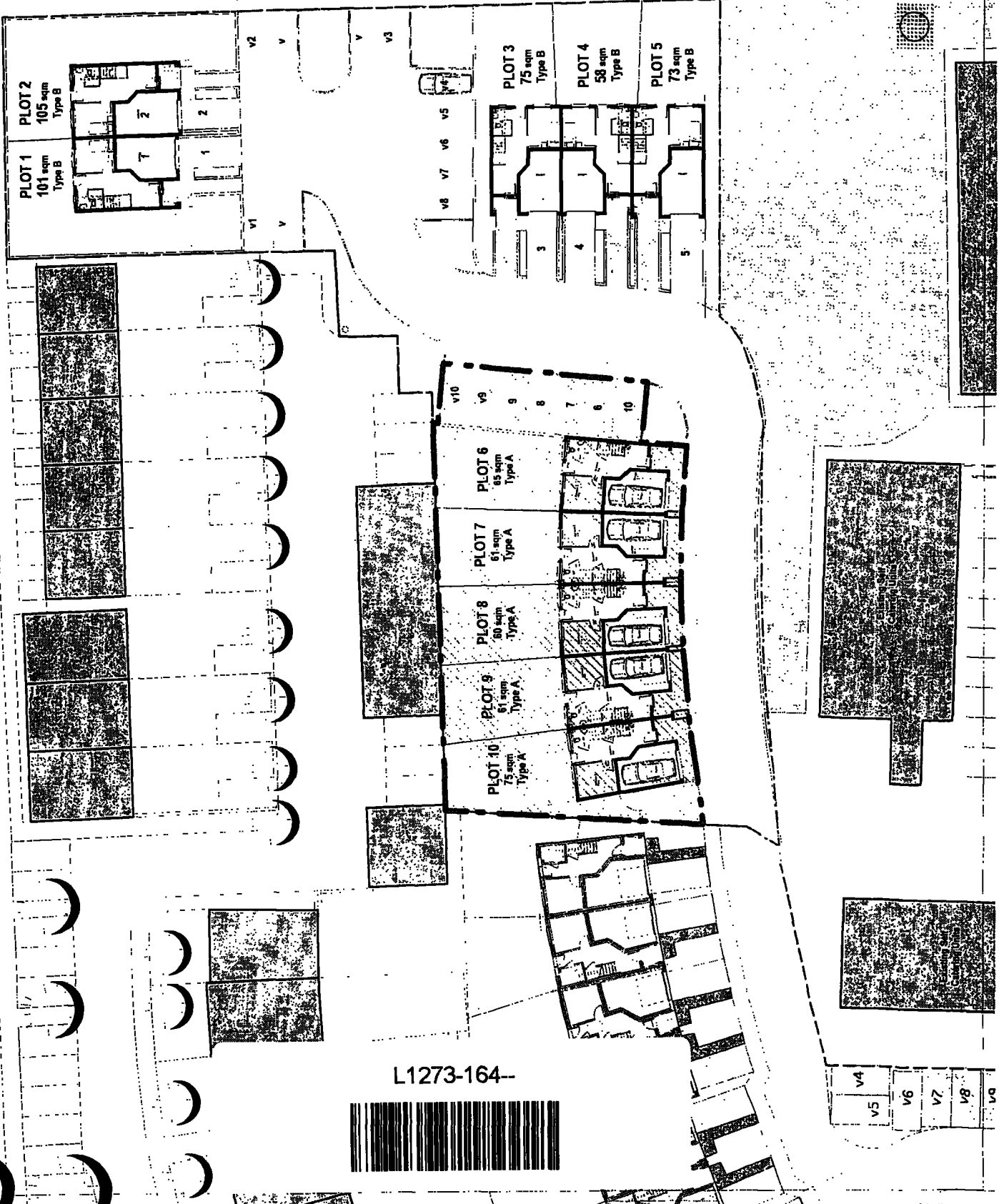
|    |    |    |    |    |    |
|----|----|----|----|----|----|
| V4 | V5 | V6 | V7 | V8 | V9 |
|----|----|----|----|----|----|

# INTERMEDIATE HOUSING UNITS



1. The information on this drawing is based on the information provided by the client and is not to be used for any other purpose without the written consent of the architect.  
 2. The architect is not responsible for the accuracy of the information provided by the client.  
 3. The architect is not responsible for the accuracy of the information provided by the client.  
 4. The architect is not responsible for the accuracy of the information provided by the client.  
 5. The architect is not responsible for the accuracy of the information provided by the client.  
 6. The architect is not responsible for the accuracy of the information provided by the client.  
 7. The architect is not responsible for the accuracy of the information provided by the client.  
 8. The architect is not responsible for the accuracy of the information provided by the client.  
 9. The architect is not responsible for the accuracy of the information provided by the client.  
 10. The architect is not responsible for the accuracy of the information provided by the client.

|   |  |  |
|---|--|--|
| Status: BYE LAWS<br>Client: S & A HOMES LIMITED<br>Project: UPLANDS HOUSING PHASE 2<br>Drawing: SITE PLAN<br>Date: March 2018<br>Scale: 1:100<br>www.maltrawoodington.com | MALTRAWOODINGTON ARCHITECTS<br>14 Victoria Street, 1st Floor, London, W1B 4JF<br>Charing Cross 2nd Floor, Jersey City, NJ 07310<br>Telephone: +44 (0)1344 744799<br>Facsimile: +44 (0)1344 737779<br>Email: maltrawoodington.com | JOB No. 4896<br>Draw No. 102<br>REV. C |
|---|--|--|



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|    |    |    |    |    |
|----|----|----|----|----|
| V4 | V6 | V7 | V8 | V9 |
| V5 | V6 | V7 | V8 | V9 |

SECOND SCHEDULE  
**The Planning Permission**

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Planning and Environment Department  
**Planning and Building Services**

South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508  
Fax: +44 (0)1534 445528

Mr James Naish  
NAISH WADDINGTON ARCHITECTS  
St Andrew's Studios  
3 St Andrew's Place, Charing Cross  
St Helier  
JE2 3RP



4896  
St Helier  
Jersey

17/11/09

Application Number P/2009/1092  
Property Number 2206

Dear Jim

**Application Address:** Uplands Hotel & Apartments, St Johns Road, St. Helier.  
**Description of Work:** Construct 10 No. dwellings.  
**Planning Obligation in respect of Field 1218**

I write further to the November 12<sup>th</sup> Planning Application Panel (PAP) meeting to advise you that once the Planning Obligation Agreement is complete the Permit for the above approved development will be released. In the interim I attach the complete set of conditions that will be attached to the Permit prior to its release.

You will note that there are some variances on the conditions from those presented at the PAP meeting of the November 12<sup>th</sup> 2009. The conditions have been amended to accord with changes highlighted by the Panel during that meeting. Specifically Condition 2 relating to "*First time buyer requirements.*" This condition has been altered to reflect a 50/50 split of new dwellings between first time buyers and buyers under the Homebuy Scheme.

Condition 9 regarding additional car parking provision has been amended to ensure landscaping is incorporated in and around the additional visitors car parking required. Revised drawings for car parking layouts shall be submitted for agreement by the Minister prior to commencement of the development on site.

As previous Percentage for Art statements have to date been rejected by the Minister a new Percentage for Art Statement will need to be completed by your client for presentation to the Minister prior to commencement of works on site.

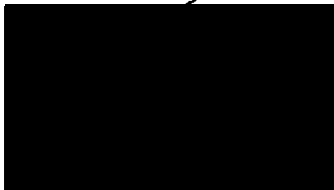
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2/...

- 2 -

I trust the inclusion of the conditions at this stage will prove useful in aiding the implementation of the Permit when it is released and please do not hesitate to contact me should you have any queries.



M Jones - Planner - Central Team  
Planning & Building Services Department  
direct dial: +44 (0) 1534 448439  
email: [m.jones@gov.je](mailto:m.jones@gov.je)  
[www.gov.je](http://www.gov.je)

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Planning and Environment Department  
**Planning and Building Services**  
 South Hill  
 St Helier, Jersey, JE2 4US  
 Tel: +44 (0)1534 445508  
 Fax: +44 (0)1534 445528



17 January 2011

Mr Jim Naish  
 NAISH WADDINGTON ARCHITECTS  
 St Andrew's Studios  
 3 St Andrew's Place, Charing Cross  
 St Helier  
 JE2 3RP

Planning Application Number P/2009/1092  
 Property Number 2206

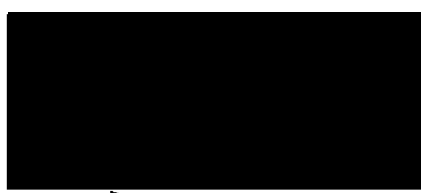
Dear Sir

|                             |  |
|-----------------------------|--|
| <b>Application Address:</b> | Uplands Hotel & Apartments, St Johns Road, St. Helier. |
| <b>Description of Work:</b> | Construct 10 No. dwellings.                            |

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Permit are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.



M Jones - Planner - BA (Hons) Int. Des., MA T&CP  
 Planner - Central Team  
 Planning & Environment Department  
 direct dial: +44 (0) 1534 448439  
 fax: +44 (0) 1534 445528  
 email: m.jones@gov.je  
[www.gov.je](http://www.gov.je)

*Amended wording to condition 2.*

Encl.  
 PL\_2010

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

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Planning and Environment Department  
**Planning and Building Services**  
South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508  
Fax: +44 (0)1534 445528



Planning Application Number P/2009/1092

# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

## 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 LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Construct 10 No. dwellings.

To be carried out at:

**Uplands Hotel & Apartments, St Johns Road, St. Helier.**

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.

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

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

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/1092

## 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 approved shall be carried out entirely in accordance with the plans and documents permitted under this permit. No variations shall be made without the prior written approval of the Minister for Planning and Environment
2. The development hereby approved must comply with the Minister's requirements within the Island Plan for Policies H1 & H2 Homebuy Scheme (Formerly mixed tenure) whereby 50% of new homes will be sold to first-time buyers and 50% of new homes will be sold under the Homebuy Scheme approved for that purpose by the States of Jersey Housing/Population Department to persons meeting the Minister's qualifications.
3. A. The accommodation/dwellings to which the permission relates to which this permission relates shall not without the consent of the Minister for Planning and Environment be transferred by sale, cession, gift, exchange or other form of transfer to any person who does not satisfy the criteria specified in the schedule hereto.  
B. The accommodation/dwellings to which this permission relates shall not without the consent of the Minister for Planning and Environment be occupied by any person who does not satisfy the criteria specified in the schedule hereto and who does not occupy the accommodation as his sole or principal place of residence.

## Schedule

persons to whom (the residential accommodation) may be transferred in accordance with condition A above, or who may occupy (the residential accommodation) in accordance with condition B above.

# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/1092

1) any person who -

i) does not own, and has not previously owned, whether as a sole owner or jointly or in common with any other person or persons,

a) any immovable property;

b) either in his own name or as beneficial owner shares in any company, ownership of which confers the right to occupy residential accommodation;

and -

ii) is neither married to, nor buying as co-owner with, any person who does not fall within (i) above

2) any person who has been approved by the Minister For Housing as being a person to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be notwithstanding the fact that he does not fall within (1) above.

4. A work of art shall be delivered in accordance with the advice of the appointed Approved Art Advisor and the Percentage for Art Statement dated 12.1.11, identified as Planning Approved document P/2009/1092 'T', which has been submitted to and approved by the Minister for Planning and Environment. The work of art must be installed prior to the first use/occupation of the development, hereby approved, unless otherwise agreed in writing.

5. All on-site foul manholes are required to be 'one-piece' pre-fabricated type to prevent the ingress of ground water to foul system.

6. 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



# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/1092

example, any excavation works, surfacing treatments, or means of enclosure;  
iv) the measures to be taken to protect existing trees and shrubs; and,  
v) the arrangements to be made for the maintenance of the landscaped areas.  
vi) samples of new hard paving/landscaped areas

7. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed in the first planting season following the commencement of the development.

8. No development shall take place on the site in pursuance of this permission until all the information required has been submitted to and approved in writing by the Minister for Planning and Environment. This information shall include:

- a) A description of the external materials to be used, inclusive of render bands;
- b) Information to show the treatment of all the external windows and doors, this should include a typical example, including colour, design details and materials.
- c) Information to show the means by which any curtilage is to be enclosed;
- d) Information to show all hard landscaping proposed for the site, including internal walls and surfacing materials

9. Three additional general visitor car parking spaces measuring 4.8m x 2.4m shall be incorporated into the turning area to the east of Plots 1 & 2. The new car parking arrangements shall accommodate new and/or existing trees/shrubs and soft landscaping. Prior to commencement of development on site a revised car parking and landscaping layout shall be submitted to and agreed in writing by the Minister for Planning and Environment.

**Reason(s):**

1. To ensure that the development is carried out and completed in accordance with the details approved by the Minister for Planning and Environment.
2. This development has been permitted on the basis of Policies H1 and H2 of the Island Plan and it is vital that the Minister ensures that it is implemented in accordance with these policies.
3. To ensure that the land and property the subject of this application remains in the use for which it was designated by the states, in the best interests of the community to accord with Policies of the Island Plan, 2002.



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4. In accord with the provisions of Island Plan policy BE12.
5. To ensure the provision of satisfactory service infrastructure to accord with Policies G2 (xvi) & H8 of the Island Plan, 2002.
6. 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 to accord with the standards of Policies G2 & H8 of the Island Plan 2002.
7. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality to accord with Policy G2 and H8 of the Island Plan, 2002.
8. These items have been omitted from the application and require approval prior to commencement of this development to accord with the standards of Policies G2, G3 and H8 of the Island Plan, 2002.
9. To ensure that the development provides adequate provision for visitor parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area to accord with Policies H2 & H8 of the Island Plan, 2002.

## FOR YOUR INFORMATION:

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

- G: Design Statement
- H: Location Plan
- K: South Elevations
- M: Floor Plans: Type A & B
- O: Elevations: Type A & B
- Q: Surface Materials
- R: Site Layout
- S: Overall Elevations
- T: Percentage for Art Statement

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States   
of Jersey

# Planning Permit

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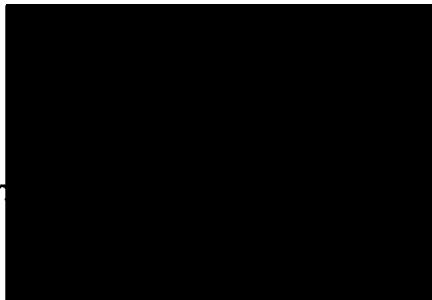
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If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114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

17/01/2011

Sign



for Director

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## THIRD SCHEDULE

**The Owner's Covenants with the Minister**

The Owner covenants, agrees and undertakes:

- 1.1 that five (5) of the Dwelling Units to be constructed on the Site shall be sold to First Time Buyers;
- 1.2 that five (5) of the Dwelling Units to be constructed on the Site (being the Intermediate Housing Units) shall be utilised at the election of the Owner to provide either Intermediate Housing or Social Rental Accommodation;
- 2.1 to carry out the Works expeditiously and ensure that the Works are completed no later than the five (5) First Time Buyer Units;
- 2.2 to complete the Works to a good standard of workmanship with good quality materials and in accordance with accepted good building practice and in any event to a standard at least commensurate with the five (5) First Time Buyer Units
- 2.3 that none of the five (5) of the Dwelling Units (referred to at paragraph 1.1 above) to be constructed on the Site to be sold to First Time Buyers shall be Occupied until all of the Intermediate Housing Units have been constructed in accordance with the Planning Permit made ready for residential occupation and transferred in accordance with the provisions of this Schedule and written notification of such has been received by the Minister
- 3.1 before or upon practical completion of the Works to transfer the five (5) Intermediate Housing Units (whether individually or en bloc and by means of a contract of hereditary sale passed before the Royal Court) to an Intermediate Housing Provider on terms that are approved by the Planning Minister and accord with the Housing Minister's requirements for the provision of Intermediate Housing at the date of construction of the Affordable Housing with the benefit of the following:
  - 3.1.1 full and free rights of access both pedestrian and vehicular from and to the public highway;
  - 3.1.2 full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Intermediate Housing Units all such services to be connected to the mains;
- 3.2 At least twenty-one days prior to Occupation of a Dwelling Unit the Owner shall notify in writing the Minister of the intention to Occupy the Dwelling Unit and will provide the Minister with such information that the Minister reasonably requires to identify the relevant Dwelling Unit and identify the occupier
- 3.3 notwithstanding paragraph 3.1 above at the election of the Owner before or upon practical completion of the Works the Owner may transfer the five (5) Intermediate Housing Units (whether individually or en bloc and by means of a contract of hereditary sale passed before the Royal Court) to a Social Rental Landlord on terms that are approved by the Planning Minister and accord with the Housing Minister's requirements for the provision of Social Rental Accommodation at the date of construction of the Affordable Housing with the benefit of the following:
  - 3.3.1 full and free rights of access both pedestrian and vehicular from and to the public highway;
  - 3.3.2 full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in

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the adjoining land up to and abutting the boundary to the Intermediate Housing Units all such services to be connected to the mains;

- 4.1 all subsequent transfers of First Time Buyer Units shall be to First Time Buyers approved as such by the Housing Minister and in the circumstances where the Owner has elected to act in accordance with paragraph 3.3 above all subsequent transfers of Social Rental Accommodation Dwelling Units shall be to Social Rental Landlords reasonably approved as such by the Housing Minister;
- 4.2 no Intermediate Housing Unit shall be used or Occupied other than by a Qualifying Person (or for the avoidance of doubt a Family Member of the Qualifying Person living together with the Qualifying Person as a family) under the provisions of an Intermediate Housing Purchase;
- 4.3 all subsequent transfers of Intermediate Housing Units by the Intermediate Housing Provider shall be to Qualifying Persons approved as such by the Housing Minister and all subsequent transfers of a Intermediate Housing Unit by a Qualifying Person shall be to First Time Buyers approved as such by the Housing Minister;
- 4.4 no First Time Buyer Unit shall be used or Occupied other than by a First Time Buyer (or for the avoidance of doubt a Family Member of the First Time Buyer living together with the First Time Buyer as a family);
- 4.5 each Dwelling Unit shall be used and Occupied at all times as the only and principal home and shall not be used as a second home or a holiday home.

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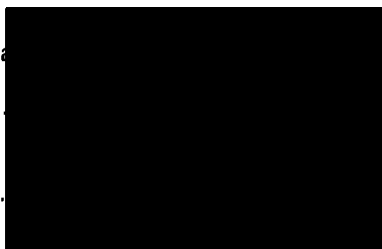


Signed on behalf of the Plaintiff

by .....

in the presence of .....

this 31 day of 12 2011 2010

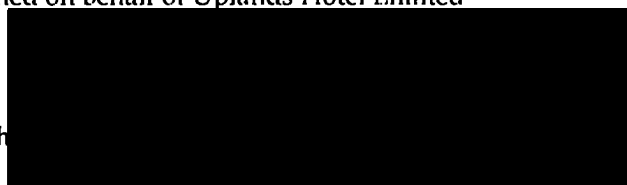


Signed on behalf of Uplands Hotel Limited

by .....

in the

this 24 day of 12 2011 2010

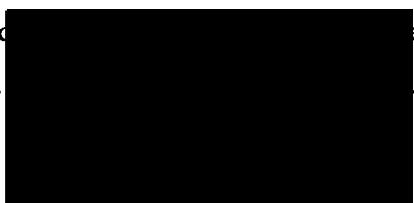


Signed on behalf of

by .....

in the

this 24 day of 12 2011 2010



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