

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and nineteen, the eighteenth 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 Chief Officer for the Environment and Andium Homes Limited in relation to Convent Court, Val Plaisant, St Helier, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Convent Court, Val Plaisant, St Helier, Jersey

Dated:

30<sup>th</sup> January 2019

~~2018~~

The Chief Officer for the Environment (1)

Andium Homes Limited (2)

**DATE**

2018

**PARTIES**

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer"); and
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ JE2 6QN ("the Owner").

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Applications for planning permission for the Development have been submitted for and on behalf of the Owner.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the Applications to the Planning Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 19 September 2018 resolved to approve the grant of planning permission with respect to the Applications subject to the prior completion of this Agreement.
- 5 The site is suitable for affordable social rented housing under Policy H1 of the Island Plan 2011 and the Application which relates to the construction of Dwelling Units have been submitted to further that objective in the provision of:
  - 18 one bedroom dwellings for social rented accommodation
  - 3 two bedroom dwellings for social rented accommodation
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**OPERATIVE PART****1 DEFINITIONS**

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

<b>"Affordable Housing"</b>		residential accommodation for renting by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey;
<b>"Affordable Housing Gateway"</b>		a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to Eligible Persons;
<b>"Affordable Housing Unit"</b>		any one of the Dwelling Units to be constructed on the Site as part of the Development to be let by an Approved AHP to Eligible Persons at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms;
<b>"Agreement"</b>		this agreement including the recitals and schedules hereto;
<b>"Application"</b>		the application for planning permission in respect of the Site and described as:  "Demolish existing buildings. Construct 18 No. one bed and 3 No. two bed apartments with ground floor as a charity base and associated parking and landscaping." and given the reference P/2018/0410;
<b>"Approved AHP"</b>		An Approved Affordable Housing Provider which is:  i. the Public;  ii. a parish;

	<p>iii. a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing; or</p> <p>iv. the Company;</p> <p>when discharging their function of providing Affordable Housing having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be;</p>
<b>“Approved Funder”</b>	<p>(a) Any financial institution which shall provide monies to the Approved AHP to enable it to proceed with the Development of that part of the Site which is to be used for Affordable Housing Units, which institutions shall be regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) shall be first obtained and such consent of the Treasury Minister shall be deemed not to be unreasonably withheld or delayed if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Chief Officer that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or</p> <p>(ii) the proposed Approved Funder fails or refuses to procure to the Chief Officer any information or documentation or independent confirmation of its status which the Chief Officer may reasonably request;)</p>
<b>“Chief Officer”</b>	<p>the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law</p>

<b>"Commencement"</b>		the date on which any operation forming part of the Development permitted by any one of the Planning Permit or any subsequent planning permission for the Development begins to be carried out
<b>"the Company"</b>		the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;
<b>"Development"</b>		the development of the Site as set out in the Application
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"Eligible Person"</b>		shall mean persons who are: (i) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or (ii) certified by the Minister for Housing at all times acting reasonably consistently with the discharge of their housing function as being eligible to reside in the Affordable Housing Units; or (iii) otherwise meet the general objectives of the Company as set out and agreed in the Memorandum of Understanding entered in to between the Company and its guarantor on 22 <sup>nd</sup> July 2014
<b>"Family Member"</b>		a member of the family of an Eligible Person and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;
<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>		the All Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;

<b>"Index-Linked"</b>		where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 11 prior to payment;
<b>"Infrastructure Minister"</b>		the Minister for Infrastructure of the States of Jersey which expression includes any person or body to whom the functions of Infrastructure Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated;
<b>"Interest"</b>		interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Island Plan 2011"</b>		The States of Jersey Island Plan, 2011 (as amended from time to time);
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002;
<b>"Occupation, Occupy and Occupied"</b>		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
<b>"Plan"</b>		the plan of the Site extracted from the Jersey Digital Map annexed to this Agreement as part of the First Schedule;
<b>"Planning Committee"</b>		the body exercising functions conferred under Article 9A of the Law;
<b>"Planning Permit"</b>		the planning permission for the Development with reference P/2018/0410 a copy of which is attached at the Second Schedule;

"Royal Court"		the Royal Court of the Island of Jersey;
"SHU"		the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
"Site"		the property of the Owner currently known as Convent Court, Val Plaisant, St Helier, Jersey as shown for the purpose of identification only hatched on the Plan and as is more fully described in the First Schedule and upon which the Owner is to procure the carrying out of the Development;
"Social Rental Terms "		means terms that are approved by the Minister for Housing;
"Treasury Minister"		the Treasury Minister of the States of Jersey which expression includes any person or body to whom the functions of the Treasury Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated.

## 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 or the Infrastructure Minister or the Treasury Minister or the Minister for Housing the successors to their respective statutory functions.

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

### **3 LEGAL BASIS**

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

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

### **4 CONDITIONALITY**

This Agreement is conditional and shall come into effect upon:

- (i) the grant of the Planning Permit; and
- (ii) Commencement of the Development by the implementation of any one of the Planning Permit

save for the provisions of Clauses 15 (jurisdiction) and Schedule 3 Paragraph 1 which shall come into effect immediately upon completion of this Agreement.

### **5 THE OWNER'S COVENANTS**

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

### **6 CHIEF OFFICER'S COVENANTS**

The Chief Officer covenants with the Owner 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 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 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 all 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 ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

#### **11 INDEXATION**

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

#### **12 INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

#### **13 DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven (7) working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

#### **14 GOODS AND SERVICES TAX**

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

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

#### **15 JURISDICTION**

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

**FIRST SCHEDULE****Details of the Owner's Title and description of the Site**

All the immovable property collectively known as "Convent Court", as the same is shown for the purpose of identification only hatched on the Plan, to which the Owner has right pursuant to the Social Housing Transfer Regulations and which Property the Public originally acquired by virtue of the following contracts:-

(1) by the contracts of purchase dated – (a) 29th May 1970 (PR 568/445); and (b) 24th January 1986 (PR 806/674), ("Contracts of Purchase").

(2) The boundaries of the Property and all rights attaching thereto are as set out in the Contracts of Purchase and in the following contracts –

(a) Deed of Arrangement dated 18th January 1974 (PR 621/367);

(b) Lease and Cession of Wayleave Rights by the public to The Jersey Electricity Company Limited dated 28th January 1994 (PR 958/327);

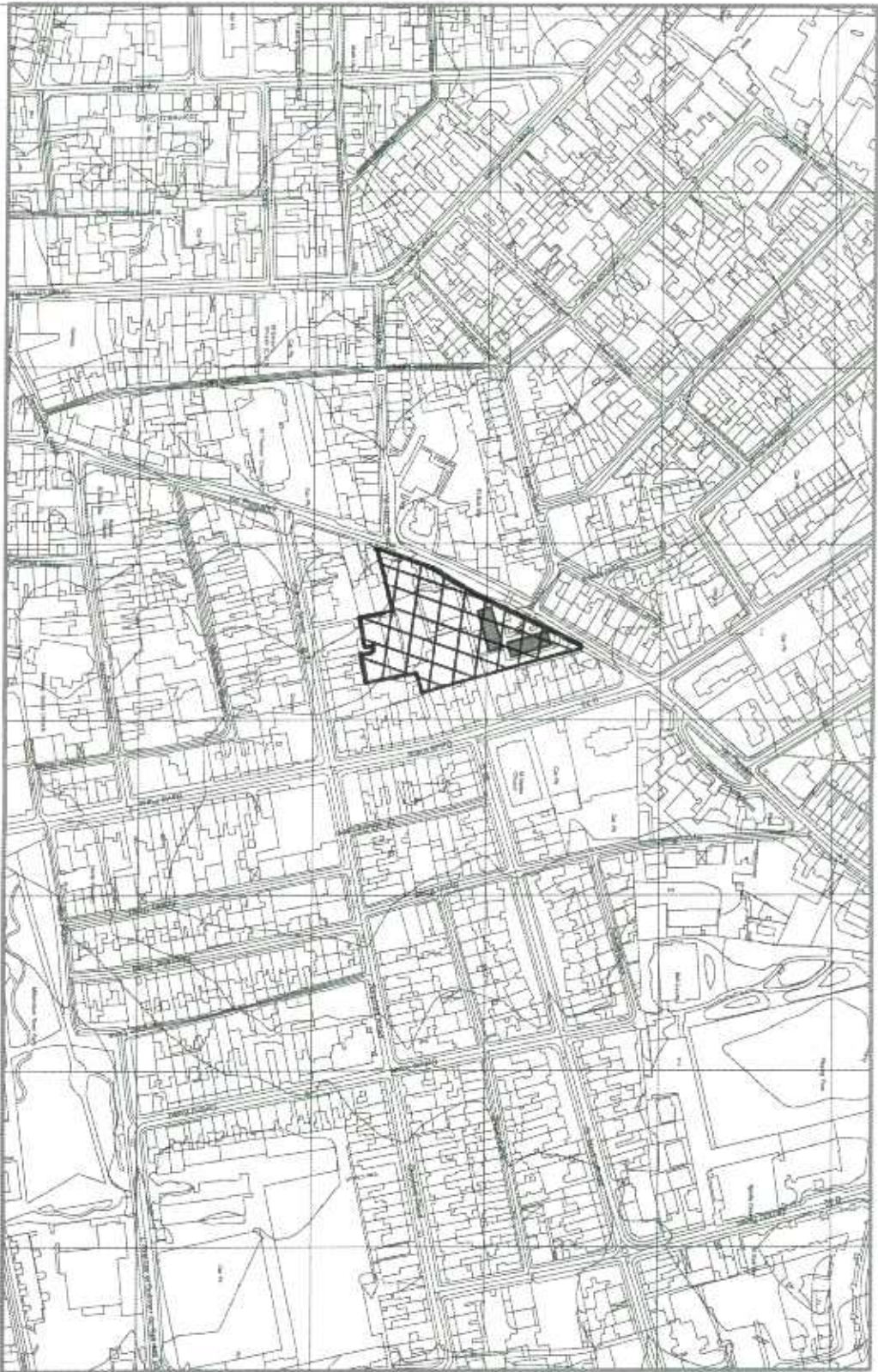
(c) sale by the public dated 16th July 2001 (PR 1121/392); and

(d) sale by the public dated 2nd April 2004 (PR 1167/948).





OS Location Map 1:2500



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**CLIENT**  
ANGLIAN HOMERS LTD

**PROJECT**  
RE-DEVELOPMENT OF AGE GROUPS / CONVENT SITE

**DRAWING TITLE**  
OS MAP

**SCALE**  
1:2500

**DRAWING NO.**  
P04-01



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**SECOND SCHEDULE**  
**The Planning Permit**

P/2018/0410





# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0410

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

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

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

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

### In respect of the following development:

Demolish existing buildings. Construct 18 No. one bed and 3 No. two bed apartments with ground floor as a charity base and associated parking and landscaping. 3D Model available. Additional plans received. Amended Site Plan Received. Amended Plans Received. Additional Plans Received. Amended Design Statement received.

### To be carried out at:

74-83, Convent Court, Val Plaisant, St. Helier, JE2 4TX.

**REASON FOR APPROVAL:** Permission has been granted having taken into account the relevant policies of the Approved Island Plan (Revised 2014), together with other relevant policies and all other material considerations, including the consultations and representations received.

In addition, the representations raised to the scheme on the grounds of loss of light; loss of privacy and overbearing have been assessed. However, it is considered that the proposal accords with the terms of Policy GD1 of the 2011 Island Plan (Revised 2014) in that it does not unreasonably harm the amenities of neighbouring users.

### INFORMATIVE 1

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce

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the risk to public health.

### INFORMATIVE 2

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:

<http://www.gov.je/industry/construction/pages/constructionsite.aspx>

### INFORMATIVE 3

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:

[http://www.london.gov.uk/thelondonplan/guides/bpg/bpg\\_04.jsp](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)

### INFORMATIVE 4

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should follow the provisions of the Food Hygiene (General Provisions) (Jersey) Order, 1967. Further advice can be obtained from Environmental Health on +44 (0) 1534 443712.

### INFORMATIVE 5

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on extraction systems in the following documents: 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' prepared by Netcen on behalf of DEFRA, 2005 and 'Heating and Ventilating Contractor's Association DW/172 Specification for Kitchen Ventilation Systems' 2005.

### INFORMATIVE 6

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

### INFORMATIVE 7

The applicant's attention is drawn to the Highway consult response dated 07/09/2018 and the informatives set out within it.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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

- A. The development shall commence within three 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):

- No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of **refuse** are completed in accordance with the approved plans, and thereafter be retained and maintained as such.
- Any **tree felling**, hedge removal or any clearance works shall only be undertaken between the months of 1st October to 1st March in any calendar year, unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Department of the Environment at least 5 working days in advance of any felling or clearance works.
- No part of the development hereby permitted shall be begun until a **Demolition/Construction Environmental Management Plan** has been submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
  - A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
  - Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
  - Details of any proposed crushing/ sorting of waste material on site;
  - Specified hours of working.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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4. Prior to their first use on site, details 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 as such.
5. No part of the development hereby permitted shall be begun until a **Waste Management Plan** has been submitted to and approved by the Department of the Environment. Waste management shall be implemented in full accordance with the approved Waste Management Plan. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.
6. No part of the development hereby approved shall be occupied until the means of **vehicular, pedestrian and cyclist access** as indicated on the approved plans has been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
7. 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 retained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.
8. No part of the development hereby approved shall be occupied until the **vehicular manoeuvring area** and respective **car parking spaces** have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of Andium and shall not be sub-let for any other purpose.
9. No part of the development hereby approved shall be occupied until the **cycle parking** facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such.
10. No part of the development hereby approved shall be occupied until the **electric outlet** for recharging electric vehicles as indicated on the approved plan have been wholly constructed in accordance with the approved plans. approved scheme shall be implemented in full and retained as such.
11. No part of the development hereby permitted shall be begun until a scheme of **landscaping** has been submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following;
  - i) 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;

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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- ii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iii) 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,
- iv) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained as such.

12. No part of the development hereby approved shall be occupied until all **hard and soft landscape works** as indicated on the approved plan have been carried out in full, unless otherwise agreed to in writing by the Department for the Environment. Following completion, the landscaping areas shall be thereafter retained as such.

13. No part of the development hereby approved shall be occupied until drawings, including materials, to a scale of no less than 1:100 shall be submitted to and approved in writing by the Department of the Environment/Department for Infrastructure for the following details:

- i. Relocation of the **signal control box** on Val Plaisant at the pedestrian crossing.

14. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, the ground floor of the building hereby approved, shall, with the exception of the stores 1-12 and the entrance to the flats, be used as a single entity, by **Age Concern**, for the purposes shown on the approved ground floor plan, and not subdivided or used for a different purpose or purposes unless otherwise agreed in writing by the Department of the Environment.

### Reason(s):

- 1. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
- 2. To ensure the protection of any nesting birds and any recognised species in accordance with Policies NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
- 3. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
- 4. 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).

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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5. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
9. In the interests of promoting sustainable patterns of development, in accordance with Policy SP6 of the Adopted Island Plan 2011 (Revised 2014).
10. In the interests of promoting sustainable patterns of development, in accordance with Policy SP6 of the Adopted Island Plan 2011 (Revised 2014).
11. 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).
12. 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).
13. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
14. A different use may be harmful to the amenities of the residents occupying the upper floors and the development has been approved with limited parking. Thus control over the use of the building is required in the interests of the amenities of adjoining properties and to ensure adequate parking is provided in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

**FOR YOUR INFORMATION**

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0410

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

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

Location Plan 01 P1  
Proposed Site Plan 08 P7  
Proposed Landscape Plan 001 P3  
Ground and First Floor Plans 10 P4  
Proposed Elevations 11 P3  
Proposed Sections 12 P2  
Proposed Site Plan Connectivity 13 P2  
Proposed Bin Stores 14 P1  
Proposed Site Section AA 15 P2  
Proposed Site Section BB 16 P1  
Proposed Section CC 17 P1  
Second and Third Floor Plans 24 P2  
Landscape Site Plan 001 P2

DECISION DATE: 19/09/2018

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website [www.gov.je/planningbuilding](http://www.gov.je/planningbuilding)

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website [www.gov.je/planning](http://www.gov.je/planning)

APPROVED





### THIRD SCHEDULE

#### The Owner's Covenants with the Chief Officer

The Owner in regard to the Site covenants, agrees and undertakes:

#### COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than fourteen (14) days' notice in writing of their intention so to do.

#### AFFORDABLE HOUSING

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

## FOURTH SCHEDULE

### Chief Officer's Covenants

#### Repayment of contributions

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the States under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Chief Officer shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five (5) years of the date of receipt by the Treasurer of the States of such payment.
- 3 The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidence by an Act of the said Court.

## FIFTH SCHEDULE

### Cessation of Obligations

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

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

Signed on behalf of the Chief Officer

[Redacted signature]

(PETER LE GREASLEY)

in the presence

[Redacted signature]

Ginny Duffell

this 14<sup>th</sup> day of February 2019

Signed on behalf of the Owner

by [Redacted signature]

[Redacted signature]

this 30<sup>th</sup> day of January 2019

