

# *In the Royal Court of Jersey*

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Samedi Division

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**In the year two thousand and nineteen, the thirty-first day of December.**

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 the Gas Works Site, Tunnell Street, St Helier, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Gas Works Site, Tunnell Street, St  
Helier

Dated 24<sup>th</sup> December 2019

The Chief Officer for the Environment (1)

Andium Homes Limited (2)

DATE 24<sup>th</sup> December 2019

## PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**");
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ ("**the Owner**")

## RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site under two hereditary contracts of purchase from The Brookfield Tunnel St Holdings Limited both dated 8<sup>th</sup> September 2017.
- 2 The Owner submitted an application (accorded the reference PP/2019/0809) for planning permission for the Development.
- 3 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.
- 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 26 September 2019 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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:

<p><b>"Affordable Housing"</b></p>	<p>residential accommodation for renting or accommodation for purchase, by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey;</p>
<p><b>"Affordable Housing Gateway"</b></p>	<p>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 or such subsequent mechanism for allocating Affordable Housing in Jersey as approved by the Minister of Housing;</p>
<p><b>"Affordable Housing Unit"</b></p>	<p>a minimum of 20% of the Dwelling Units to be constructed on the Site as part of the Development to be let by an Approved AHP to Eligible Persons at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms, or sold to Eligible Persons, the sale being carried out in accordance with an Assisted Ownership Scheme, the location of</p>

	the Dwelling Units which are to be Affordable Housing Units shall be indicated on a plan following agreement between the parties and a modification to this agreement shall be entered into as soon as practicable thereafter;
<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 office building, showroom, staff accommodation and residential units on Tunnell Street and St. Saviour's Road. Construct 42 No. one bed, 57 No. two bed and 23 No. three bed residential units with associated underground parking and landscaping. Create public open space and underground public car park.." and given the reference PP/2019/0809;
<b>"Approved AHP"</b>	<p>An Approved Affordable Housing Provider which is:</p> <ul style="list-style-type: none"> <li>i. the Owner;</li> <li>ii. the Public;</li> <li>iii. a parish;</li> <li>iv. a housing trust which approved by the Minister for Housing for the purposes of the provision of Affordable Housing; or</li> </ul> <p>when discharging their function of providing Affordable Housing</p>

	having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing;
<b>"Approved Chargee"</b>	means a financial institution 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 providing monies as principal lender to an Eligible Person as part of a purchase under an Assisted Ownership Scheme (or a subsequent refinance of such purchase with an Approved Chargee).
<b>"Approved Funder"</b>	<p>(a) A funder who is approved by the Treasury Minister in the States's role as guarantor of the Owner pursuant to the Social Housing (Transfer) (Jersey) Law 2013; or</p> <p>(b) Any financial institution which shall, with the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed), provide monies to the Approved AHP to enable it to proceed with the acquisition and/or development of that part of the Site which is to be</p>

	<p>used for the Social Rented and Affordable Housing Units; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Chief Officer shall be deemed not to be unreasonably withheld if:-</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Chief Officer that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business; or</p> <p>(ii) the proposed Approved Funder fails or refuses to produce to the Chief Officer any information or documentation or independent confirmation of its status which the Chief Officer may reasonably request;</p>
<b>"Assisted Ownership Scheme"</b>	a sales mechanism approved by the Minister for Housing in writing such scheme to include sale details of the mechanism to restrict in perpetuity the ownership of the Affordable Housing Unit to Eligible Persons;
<b>"Bus Shelter Contribution"</b>	the sum of twenty three thousand pounds (£23,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for bus shelters to be

	constructed on St Saviours Road near the JSPCA site and in front of La Grande Marche store;
<b>"Commencement"</b>	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;
<b>"Development"</b>	the development of the Site as set out in the Planning Permit;
<b>"Dwelling Unit"</b>	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"Eligible Person"</b>	<p>shall mean persons who are :</p> <p>(a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or</p> <p>(b) otherwise meet the general objectives of the Owner as set out and agreed in the Memorandum of Understanding entered into between the Owner and its guarantor on 22<sup>nd</sup> July 2014; or</p> <p>(c) 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</p>



	Affordable Housing Units;
<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>"First Time Buyer"</b>	<p>any person who:</p> <p>either:</p> <p>(1)</p> <p>(i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:</p> <p>(a) any immovable property</p> <p>(b) either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;</p> <p>and</p> <p>(ii) is neither married to, nor buying as co-owner with, any person who does not fall within (i) above;</p> <p>or</p> <p>(2) has been approved by the Minister for Housing as being a person who would be in need of assistance in order to acquire property and to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above, any</p>

	refusal by the Minister for Housing to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Chief Officer, who shall have power to overrule the decision of the Minister for Housing
<b>"GST"</b>	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
<b>"Interest"</b>	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Island Plan 2011"</b>	The States of Jersey Island Plan, 2011 (as amended from time to time);
<b>"Law"</b>	the Planning and Building (Jersey) Law 2002;
<b>"Market Housing Units"</b>	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;
<b>"Minister for Housing"</b>	the Minister for Housing, including his or her successor and any person or body to whom the functions of

	the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
<b>"Minister for Infrastructure"</b>	the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time;
<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>"Pedestrian Crossing Contribution"</b>	the sum of sixty five thousand pounds (£65,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the construction of pedestrian crossings from as indicated by drawing numbered 42865-001-017 and attached as the Sixth Schedule ;
<b>"Plan"</b>	the plan of the Site numbered 5418_001C Location Map and dated Dec 2017 attached at the First Schedule to this Agreement;
<b>"Planning Permit"</b>	the outline planning permission for the Development granted by the

	Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule which said permission is granted subject to the subsequent approval of the Reserved Matters in accordance with Article 19(6)(b) of the Law and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
<b>"Reserved Matters"</b>	Approvals as required under Condition C of the Planning Permit of the details of external appearance and materials and landscape
<b>"Reserved Matters Approvals"</b>	the approval of the Reserved Matters by the Chief Officer following the granting of the Planning Permission
<b>"Relevant Land"</b>	that part of the Site comprising the Affordable Housing Units;
<b>"Royal Court"</b>	the Royal Court of the Island of Jersey;
<b>"SHU"</b>	the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
<b>"Site"</b>	Jersey Gas Works Site, as shown edged by a red line on the Plan;

<b>"Social Rental Terms"</b>	means terms that are approved by the Minister for Housing.
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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 successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

### **3 LEGAL BASIS**

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

### **4 CONDITIONALITY**

This Agreement is conditional upon:

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

save for the provisions of Clauses 10, 11 and 13 which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

### **5 OWNER COVENANTS**

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

### **6 CHIEF OFFICER 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 at Growth Housing Environment – Regulation PO Box 228, St Helier Jersey JE4 9SS 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 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 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**

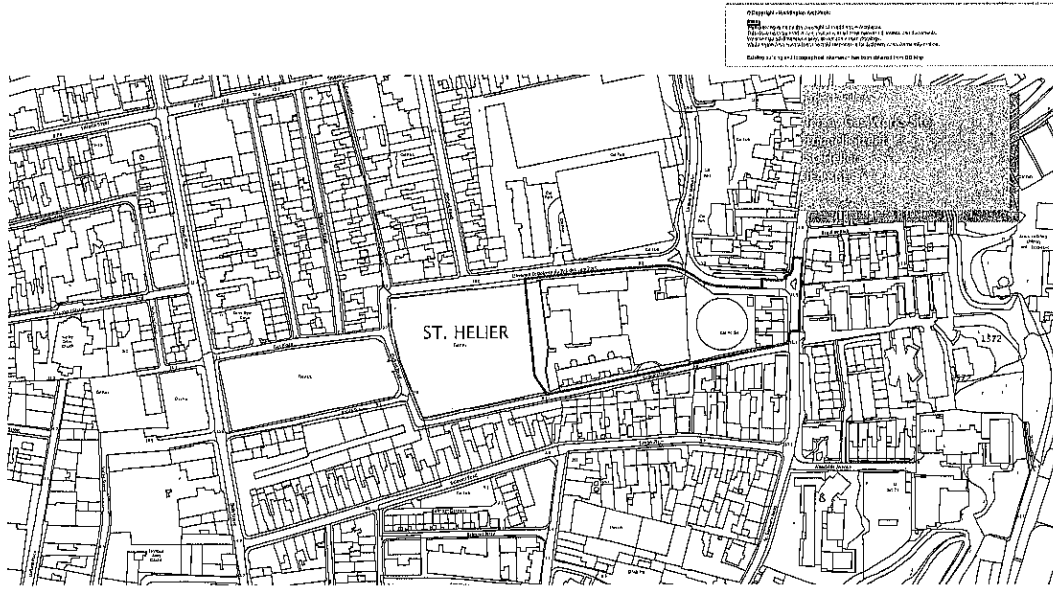
14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

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 The Plan



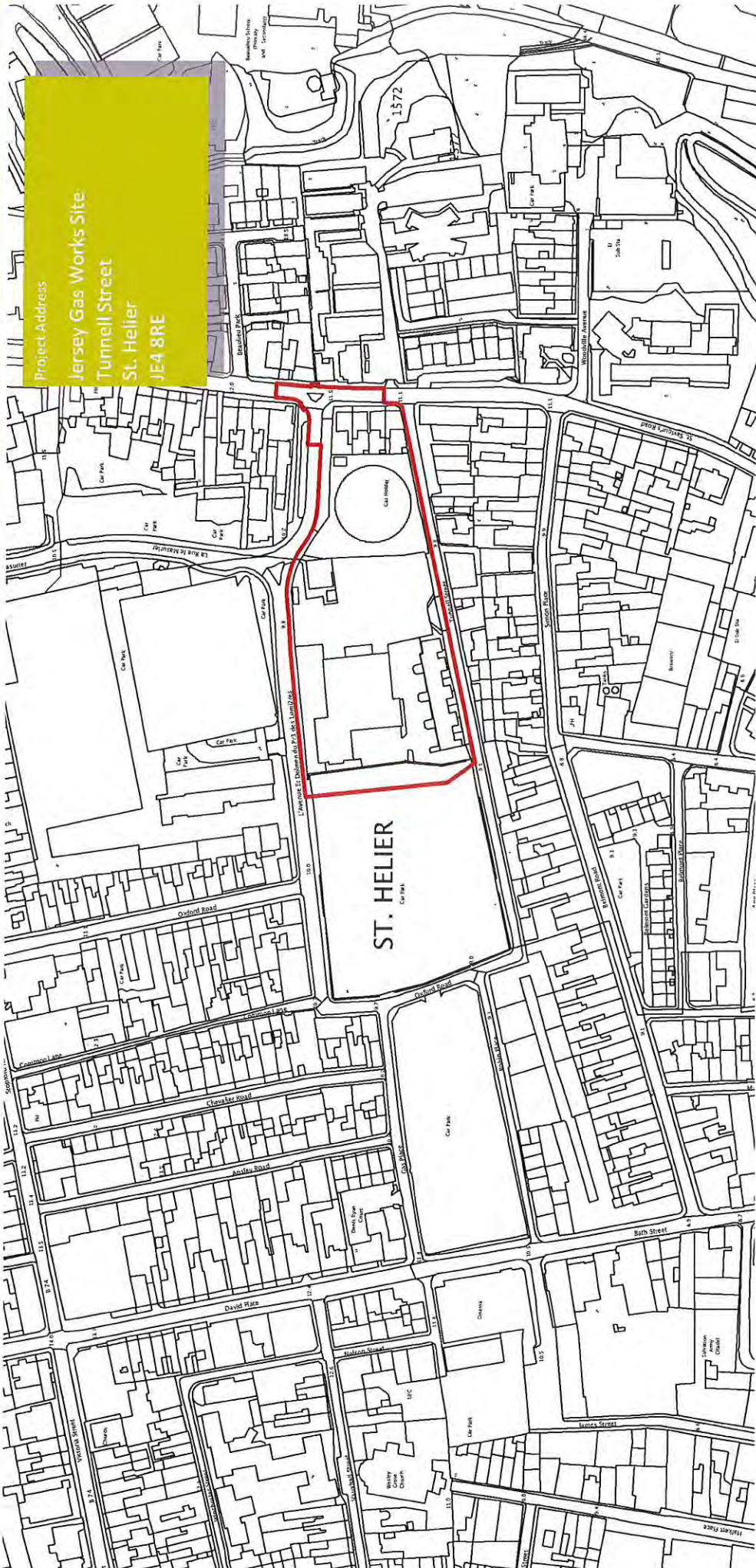
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 The client is responsible for the accuracy of the information provided to the client.

WIDDINGTON  
 20 St Andrew's Road,  
 St Helier, Jersey, JE1 1AA  
 Tel: 01534 811111  
 Fax: 01534 811112  
 Email: info@widdington.co.uk  
 Website: www.widdington.co.uk

Client: <b>ANDIUM HOMES Ltd.</b>	Scale: 1:2500 @ A4	Drawing: <b>Location Map</b>
Project: <b>Jersey Gas Works Site</b>	Date: Dec 2017	Dig No: <b>5418_001C</b>

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**Project Address**  
**Jersey Gas Works Site**  
**Tunnell Street**  
**St. Helier**  
**JE4 8RE**

**WADDINGTONARCHITECTS**

St Andrew's Studios,  
 2 St Andrew's Place,  
 Channing Cross, St Helier,  
 Jersey, GU, JE2 8RF  
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 Email: mail@waddingtonje.com  
 Website: www.waddingtonje.com

**Drawing: Location Map**  
 F.A.E.C. / CROWN COPYRIGHT RESERVED / LICENCE NO. J1

Scale: 1:2500 @ A4

Client: **ANDIUM HOMES Ltd.**

Date: **Dec 2017**

Project: **Jersey Gas Works Site**

Drg No: **5418\_001C**





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

### **THIRD SCHEDULE**

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

The Owner covenants, agrees and undertakes:

#### **COMMENCEMENT**

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

#### **AFFORDABLE HOUSING**

- 2 Subject to the Fifth Schedule the Affordable Housing Units shall not be used other than for Affordable Housing or sold to Eligible Persons.
- 3 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons who must also meet any additional allocation criteria applied for the time being by the SHU or the Minister for Housing.
- 4 Subject to paragraphs 6 and 7 of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be used or Occupied by Eligible Persons 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.
- 6 The Affordable Housing Units may only be sold or transferred to Eligible Persons on an individual unit basis in the following circumstances:

- 6.1 the sale being carried out in accordance with an Assisted Ownership Scheme;
- 6.2 the relevant Affordable Housing Unit shall not be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 7 No Affordable Housing Unit sold or purchased in accordance with this schedule shall be used or Occupied other than in accordance with an Assisted Ownership Scheme.
- 8 For avoidance of any doubt all Affordable Housing Units must be sold to Eligible Persons who are First Time Buyers'.
- 9 No more than 50% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation in accordance with paragraph 3 above.

#### **BUS SHELTER**

- 10 To pay the Bus Shelter Contribution to the Treasurer of the States prior to the commencement of the Development.
- 11 Not to commence the Development until such time as the Bus Shelter Contribution has been paid to the Treasurer of the States.

#### **PEDESTRIAN CROSSING CONTRIBUTION**

- 12 To pay the Pedestrian Crossing Contribution to the Treasurer of the States prior to the commencement of the Development.
- 13 Not to commence the Development until such time as the Pedestrian Crossing Contribution has been paid to the Treasurer of the States.



## **FOURTH SCHEDULE**

### **Chief Officer's covenants**

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, to provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed.
2. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
3. 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 years of the date of receipt by the Treasurer of the States of such payment.

## 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

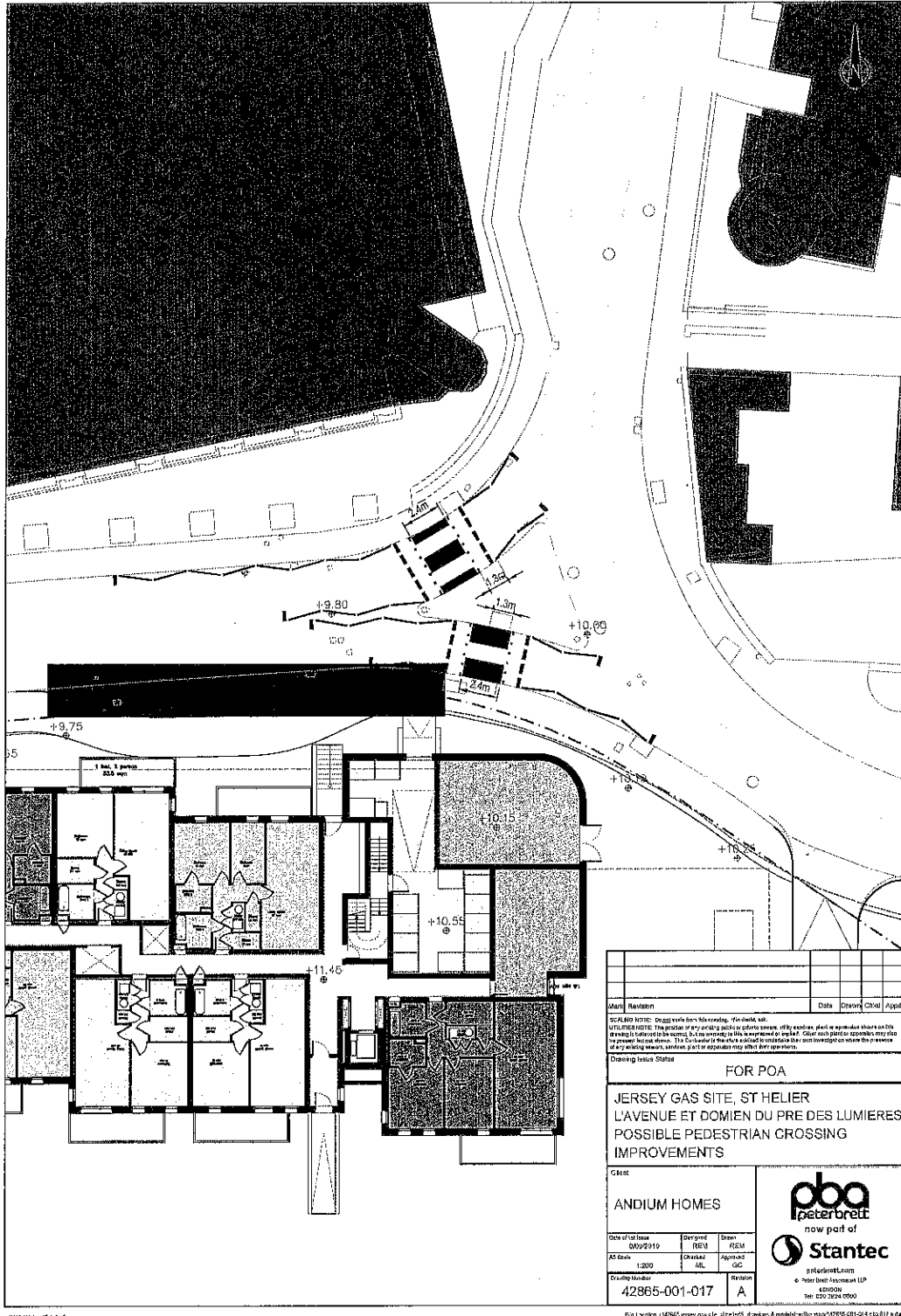
- ii. during the six months following the service of the option notice referred to in this paragraph, the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings.
2. If the Public exercises the option 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.

5. Where an individual owner of an Assisted Ownership Unit becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 the restrictions affecting that Assisted Ownership Unit ("the Relevant Unit") shall not apply to any purchaser from the Viscount or an Approved Chargee of the Relevant Unit pursuant to a sale under a bankruptcy process arising from the bankruptcy of the individual owner of the Relevant Unit provided that the Relevant Unit is sold/transferred by the Viscount or Approved Chargee to a First Time Buyer and that all subsequent sales or transfers are to First Time Buyers.

# SIXTH SCHEDULE

## Plan of Pedestrian Crossing



Signed on behalf of the Chief Officer:

[Redacted signature]

Name and Position: PETER LE GREESLEY (DIRECTOR)

[Redacted signature]

Name and Position: SIMON CUNNEE (EPO)

this 24<sup>th</sup> day of December 2019

Signed on behalf of the Owner

[Redacted signature]

Name and Position: IAN GALLICHAH CHIEF EXECUTIVE, ANDIUM HOMES

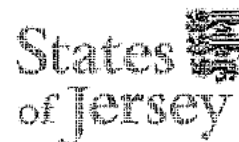
[Redacted signature]

Name and Position: MIKE PORTER EXECUTIVE ANDIUM HOMES

this 24<sup>th</sup> day of December 2019



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2019/0809

**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:

**OUTLINE APPLICATION:** Demolish existing office building, showroom, staff accommodation and residential units on Tunnell Street and St. Saviour's Road. Construct 42 No. one bed, 57 No. two bed and 23 No. three bed residential units with associated underground parking and landscaping. Create public open space and underground public car park. Fixed Matters: Scale and mass, siting and means of access. Reserved Matters: External appearance and materials and landscape. Further information published. **AMENDED LOCATION PLAN.**

### To be carried out at:

Jersey Gas Works Site, Tunnell Street, St. Helier, JE4 8RE.

**REASON FOR APPROVAL:** The proposed development is considered to be acceptable having due regard to the Jersey Island Plan 2011 (Revised 2014) and all of the other material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP6, SP7, GD1, GD3, GD4, GD5, GD6, GD7, GD8, NE1, HE1, HE5, H4, H6, E1, ER4, TT4, TT8, TT9, NR7, WM1 and LWM2 of the Jersey Island Plan 2011 (Revised 2014).

In addition, the development has been assessed against the North Town Masterplan as amended June 2011 and the Supplementary Planning Guidance Jersey Gas Site Development Brief Revision B. In this case, the proposed development is regarded as acceptable having addressed the

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**APPROVED**



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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**Aims of Development as set out in the Development Brief, and balanced the objectives of the various individual policies (particularly in relation to the amenities of neighbours, the protection of the historic environment and the delivery of housing units), within an economically viable development package necessary to secure the regeneration of this underutilised non-conforming hazardous use from the town.**

**It is considered that the proposed development offers important benefits in the regeneration of the area by repairing the townscape, improving the vitality and viability of the town and removing a non-conforming hazardous use from the town whilst providing much needed housing, car park for the general public and residents and a much needed extension to the Town Park and other public realm and landscape improvements to the area.**

**In addition, the representations raised to the scheme have been carefully assessed. The determination acknowledges the presented issues, particularly in relation to the impact on the surrounding area and weighs them against the benefits delivered by the application. Taken as a package, it is considered that the application will be positive and beneficial, and that the potential impacts will not be unreasonable in all the circumstances.**

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

- A.** The development shall commence within three years from the decision date or within two years following the final approval of the reserved matters, whichever is the later.  
**Reason:** The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B.** Application(s) for the approval of all Reserved Matters, as detailed in Condition C, shall be made within one year of the original decision date.  
**Reason:** To accord with Article 19(6) of the Planning and Building (Jersey) Law 2002.
- C.** Approval of the details of the elevations, design, external materials and landscaping of the site – hereinafter called the Reserved Matters – shall be obtained by application prior to any development commencing.  
**Reason:** To accord with Article 19(6) of the Planning and Building (Jersey) Law 2002.

Condition(s):

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# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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1. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a Phasing Plan which shall include details of the order in which the principal elements of the development are proposed to be carried out. These shall include ground preparation works, construction of the Blocks, vehicular access, car parking, the public realm, pedestrian crossings, footpaths, park extension and landscape works. The development shall thereafter be implemented only in accordance with the approved Phasing Plan.

2. A Percentage for Art contribution must be delivered in accordance with a Public Art Statement submitted to, and approved by, the Department of the Environment. The approved work of art must be installed prior to the first occupation of any part of the development hereby approved.

3. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be 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. 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);
- B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
- C. Details of any proposed crushing/ sorting of waste material on site;
- D. Specified hours of working;

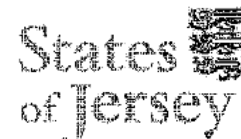
4. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual residential dwellings and the manner in which their use may be controlled. These parking spaces assigned to the residential dwellings shall not be used by persons other than residents or visitors to residents or other than in accordance with the approved scheme.

5. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme setting out the allocation, tenure and management of the public car parking spaces and the manner in which their use may be

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# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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controlled.

6. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be occupied until a Green Travel Plan to cover not less than 10 years from the date of first occupation has been submitted to and approved in writing by the Department of the Environment. No accommodation shall be occupied until a Green Travel co-ordinator has been appointed and their details forwarded to the Department. The details of any subsequent appointees shall also be forwarded without undue delay. The approved Green Travel Plan shall be implemented in full over the period covered.

7. The development hereby permitted shall not be commenced until a scheme of service infrastructure has been submitted to and approved in writing by the Department of the Environment. The scheme shall include details of:

- (a) communal waste facilities, including provision for the separation of wastes for recycling, to include, but not be limited to food compost, glass and cardboard;
- (b) arrangements for the collection of waste;
- (c) communications infrastructure, including but not limited to any communal satellite television reception system;
- (d) the location and number of electric car charging points;
- (e) a system of sustainable urban drainage and rainwater harvesting for the irrigation and watering of landscaped areas;
- (f) external lighting;
- (g) smart meters for water and electricity consumption visible within every residential unit; and
- (h) phasing of the implementation of the foregoing by reference to the matters addressed in the approved Phasing Plan.

The detailed matters shall be implemented as approved and retained for the lifetime of the development.

8. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not commence until there has been submitted to and approved in writing by the Department of the Environment, a revised Waste Management Plan to include monitoring and reporting arrangements for the actual waste streams arising from excavation and demolition of existing structures. Reporting on progress to the Minister shall be undertaken no less frequently than every 6 months commencing with the first act of demolition or excavation. Prior to first occupation of the development a Waste Management Completion Report to demonstrate compliance with the Waste Management Plan shall be submitted to the Department.

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# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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9. Prior to the commencement of any works of excavation or demolition on the site, a scheme for the management of contaminated material and for the remediation of contaminated land identified in the Phase 1 Desktop Study; for arrangements for longer-term monitoring of pollutant linkages; and for contingency action and the reporting, shall be submitted to and approved in writing by the Department of the Environment. The scheme shall be implemented as approved. In the event that additional contamination is encountered on the site during the course of development, work shall cease and the Department of the Environment notified immediately. The levels of potential contaminants shall be investigated and any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme which shall be submitted to and approved in writing by the Department. The scheme shall thereafter be implemented as approved and in accordance with the requirements of the Supplementary Planning Guidance Planning Advice Note 2 Development of Potentially Contaminated Land.

10. The details of landscaping required to be submitted and approved under Condition C shall include details of the phasing of implementation by reference to the matters addressed in the approved Phasing Plan. The landscaping shall be carried out in compliance with the approved details.

11. Prior to the commencement of any development on site, a Project Design shall be submitted to and approved in writing by the Department of the Environment. The Project Design shall include, but not be limited to, an archaeological watching brief for the duration of the works hereby approved, together with the evaluation and recording of significant archaeological, palaeo-environmental and geoarchaeological remains and post-evaluation recording of such remains.

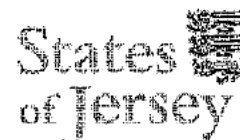
The development shall be carried out in accordance with the approved Project Design. Should any unexpected significant finds be encountered during the course of the development, work shall cease on the site and the Minister shall be notified without delay. Work likely to be prejudicial to the integrity of the archaeology shall not recommence without the permission of the Minister having been granted and until the finds have been evaluated and provision made for recording in accordance with the Project Brief.

12. Notwithstanding the information on the submitted plans, prior to the commencement of the development of the above-basement superstructure for any of the residential blocks hereby permitted, details of the proposed foul and surface water drainage shall be submitted to and approved in writing by the Department of the Environment in consultation with the Drainage Department, to be thereafter implemented in full prior to first occupation of the relevant Blocks and retained for the lifetime of the development.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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13. Notwithstanding the information submitted with the planning application, the landscape scheme required to be submitted under Condition C shall include details of the integration of the development hereby permitted with the Town Park and surrounding area. The scheme shall include the re-landscaping of the southern and eastern part of the park into the approved development. It shall be implemented in accordance with the phasing of matters relating to landscaping in the Phasing Plan approved under Condition 1.

14. Notwithstanding the information submitted with the planning application, the details of all footpaths required to be submitted under Condition C shall include details of proposed pedestrian permeability and access into and through the development hereby permitted. The details shall be carried out in accordance with the phasing of matters relating to the public realm in the Phasing Plan approved under Condition 1.

15. Prior to the commencement of the development hereby permitted, a report setting out the arrangements for the management of the landscaped areas shall be submitted to and approved in writing by the Department of the Environment. The Report shall be implemented as approved. If, during the first 5 years from the date of planting, any tree or shrub planted in accordance with the approved landscape scheme dies, is removed or becomes seriously damaged or diseased, it shall be replaced in the next planting season by a similar tree or shrub, unless the Department gives written consent for a variation of the scheme.

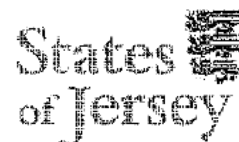
16. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department, a Method Statement to demonstrate how any risks to the aquatic environment will be minimised during the construction of the culvert for the Town Brook on the development site. The provisions of the Method Statement shall be complied with for the duration of demolition and construction works on the site.

17. Prior to the occupation of any part of the development hereby approved, a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation undertaken within the context of the scheme(s) approved under Condition 9 shall be submitted to and approved in writing by the Department of the Environment.

18. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, the final siting, design and location of the pedestrian road crossing/s to St Saviour's Road within the application site. The development shall thereafter be implemented only in accordance with the approved Phasing Plan.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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19. The findings and required mitigation measures outlined in the Species Protection Plan 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 ensure the satisfactory phasing of works in the interests of public amenity, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
2. To accord with the provisions of Policy GD8 of the Jersey 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 ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
5. To ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
6. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011 (Revised 2014)
7. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
8. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the Jersey Island Plan 2011 (Revised 2014)
9. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011 (Revised 2014)
10. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make a full contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality, in accordance with Policy NE 4 and GD1 of the Island Plan, 2011 (Revised 2014)

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11. To secure and safeguard the provision for inspection and recording of matters of archaeological importance associated with the application site.
12. In the interests of providing adequate drainage arrangements, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
13. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
14. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
15. To mitigate against the potential failure of trees and plants, and the extent to which that might threaten the success of the approved landscape scheme and in accordance with the requirements of Policies SP7 and GD7 of the Jersey Island Plan 2011 (Revised 2014)
16. In the interests of biodiversity and ecology, in accordance with Policies SP4, NE1, NE2 and NE3 of the Jersey Island Plan 2011 (Revised 2014)
17. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011 (Revised 2014)
18. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014)
19. To ensure the protection of all protected species in accordance with 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](http://www.gov.je/planning)

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

Location Plan

5418\_074C-Parameter Elevations Long - North and South

5418\_075G-Parameter Elevation - South and North

5418\_077G-Parameter Elevations - West and East

5418\_080D-Parameter Plan 01 - Siting Zones

5418\_081D-Parameter Plan 02 - Access

5418\_082E-Parameter Plan 03 - Building Heights

5418\_070L-Parameter Section AA and BB

5418\_071I-Parameter Section CC DD EE and FF

EIS Non-Technical Summary May 2019

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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Volume 1 - Jersey Gas EIS  
Volume 2 - Jersey Gas EIS  
Transient Overshadowing Study Rev F  
Ecological Report  
Car Park Vehicle Swept Analysis and Visibility Splays  
Proposed Highway Accesses

### DECISION DATE:

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/planning/building](http://www.gov.je/planning/building)

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)

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**APPROVED**