



PARISH OF ST HELIER



Minutes of the Parish Assembly	
Wednesday 25 March 2026 at 7.00 p.m.	
Assembly Room, Town Hall	
20/26	Welcome and Apologies –
	<p>Apologies: The Dean, Deputy Rob Ward, Heather-Anne Hubbell, Jane Pearce, Kevin Le Masney and Malcolm L’Amy.</p> <p>Deputies in Attendance: Stephen Ahier, David Warr, and Inna Gardiner.</p> <p>Procureurs in attendance: Peter Pearce and James Corbett</p>
21/26	Item 1: To approve the Minutes of the Parish Assembly held on 25 February 2026
	<p>Proposer: Deputy Stephen Ahier Seconder: John Baker The minutes were adopted.</p>
22/26	Item 2: To elect a Vingtenier for the Canton de Haut de la Vingtaine de la Ville
	This item was withdrawn.
23/26	Item 3: A recommendation from the Connétable and the Procureurs du Bien Public that the Parish enter a Contract of Arrangement with Westward Developments Limited (WDL), a subsidiary of the Jersey Development Company, in connection with the approved residential development known as Westward, South Hill, St Helier P.01/2026; and
	<p>To authorise the Connétable and at least one Procureur du Bien Public to pass all necessary contracts on behalf of the Parish, with all reasonable legal costs met by WDL.</p> <p>Proposer: Procureur Peter Pearce Seconder: John Baker</p> <p>Silvio Alves, Head of Infrastructure outlined the Projet, explaining that planning permission has already been granted for a residential development of 139 homes on the former Planning Offices site at South Hill. Currently, the developer has submitted a revised planning application, which is under consideration.</p> <p>If passed by the Assembly, the proposed Contract of Arrangement, will only come into force once the developer has secured planning permission for the revised planning application and confirmed the commencement on-site date. This ensures the contract aligns with the final approved scheme and is not triggered prematurely. The development sits immediately next to Parish-owned land, including South Hill Park, the public playground, parts of the roadway, and the rock face above the site.</p> <p>Due to the proximity, the Parish raised several important concerns during the planning process, particularly around long-term safety, liability, and the protection of public assets. Rather than relying solely on planning conditions, those matters are now proposed to be secured through a legally binding Contract of Arrangement, which provides the Parish with long-term protection. The key points are:</p> <p>Rock face safety: Westward Developments Limited will conduct the required rock stabilisation works at their own cost, to approved professional standards, and under independent inspection. Once completed, they will remain permanently responsible for monitoring, maintaining, and managing the rock face. The developer will carry full and ongoing liability for any rock fall or failure and will indemnify the Parish against all claims and costs, including third-party claims. This protects both the Parish and parishioners from long-term legal and financial risk.</p> <p>Access to Parish land: The agreement allows the developer, controlled access to Parish land for necessary works, inspections, or emergencies. Except in emergencies, at least one week’s notice must be given, disruption must be minimised, and all areas must be properly reinstated once works are complete.</p> <p>Temporary closure of the playground during construction: For safety reasons, once development commences and following notice, the playground will be closed and fenced off for the duration of the construction</p>

works. This is a temporary measure, with the Parish regaining full access once the works are completed and the site is formally handed back.

A new playground: If the development proceeds, the developer is legally required to refurbish and upgrade the playground and to construct new public toilet facilities, at their own cost. These works must be completed within three years of the commencement of the development and will be handed back to the Parish fully operational.

The proposed playground is designed to cater for a wide range of ages and abilities. Younger children, broadly aged 0 to 5, will be located closer to the toilet block and car park. This improves visibility, accessibility, and convenience for parents and carers. Older children, including 5 to 11 plus, are located more centrally and towards the lower part of the site, making use of the natural slope to introduce more challenging and engaging play.

The design includes inclusive and accessible equipment, including wheelchair-accessible elements, inclusive seating, and ramped access, ensuring the space can be enjoyed by children with different needs and abilities. The equipment selection is varied and includes climbing, balancing, swinging, sliding, sensory, and social play, encouraging physical activity, confidence, and imaginative play across age groups. The layout incorporates picnic areas, meadow space, and informal seating, recognising that the playground is a shared community space for families and carers. The Parish has also required that the design aligns with the principles of Jersey's emerging play strategy, particularly around safety, inclusivity, and thoughtful layout. Local schoolchildren were engaged during the design process, and their feedback helped shape the proposals. In addition, the Parish has required that the completed playground be signed off by an independent, suitably qualified play inspector, to ensure it meets appropriate safety and quality standards before being handed back.

Public toilets and infrastructure: New unisex public toilets will be constructed at the developer's cost. The toilets consist of two cubicles; one provides disabled access and the other is for ambulant users. There will also be a baby change facility. Water infrastructure installed beneath the playground to serve the development will allow Parish connection, with usage separately metered and future maintenance costs shared fairly.

Pedestrian crossings and public realm improvements: The developer is required, at their own cost, to design and construct pedestrian crossings on South Hill, including lighting, signage, and safety features. These crossings must be completed prior to first occupation of the development, ensuring they are in place before residents move in. A new footway will be constructed to the front of the Westward Development along South Hill, this footway once constructed to Parish requirements and specification will be transferred to the Parish at no cost all in accordance with the Planning Obligation Agreement.

Legal and financial protections: All these obligations are legally binding and enforceable. All reasonable legal costs incurred by the Parish will be met by the developer. Once the revised planning permission is granted, the Parish will have a legally binding contract ready to take immediate effect, locking in long-term safeguards and public benefits before any works commence on site.

Deputy Gardiner stated WDL commits to maintain and monitor the rock face permanently, what will happen if they stop trading? Silvio Alves advised and Lee Henry, Director of the Jersey Development Company confirmed the contract defines WDL to include its successors, but as the development changes hands, the responsibility will transfer with it, meaning the ongoing obligations would sit with the successor owners, who will be the individual owners of the flats. Deputy Gardiner questioned what would happen if the flat owners didn't agree, The Assembly was advised that if the property owners didn't maintain the rock face, then they would lose their homes.

Deputy Gardiner stated the contract says WDL gets exclusive possession "for the duration of construction and asked how long this would be? Silvio Alves confirmed duration of construction" refers to the construction programme period (i.e., from commencement through to completion/hand-back). The contract defines that within 3 years of commencement of the Development WDL are required to conduct and complete works of refurbishment of the playground and the creation of new public toilet facilities.

Deputy Gardiner questioned that WDL commits to building pedestrian crossings on South Hill, but there is no requirement for when these must be completed relative to construction. Silvio Alves confirmed the Contract of Arrangement requires the pedestrian crossings to be completed prior to first occupation of the development.

Jason Lagadu asked if a clause could be placed in the contract that if WDL had difficulties, the liability could go back to the Jersey Development Company. Lee Henry explained that this wasn't possible as once the properties were sold then WDL would belong to the owners and wouldn't be part of the Jersey Development Company.

	<p>However, if there was a problem during the development of the properties, this would be the responsibility of the Jersey Development Company to rectify as the owners of WDL. Silvio Alves assured the Parish that he would raise these points with the Parish legal advisers to ensure that safeguards are in place.</p> <p>Deputy Gardinier asked if it was possible to install a water facility, where children can fill their water bottles. Silvio Alves confirmed the plan was to install a drinking fountain, as can be found in Halkett Street.</p> <p>Deputy Ahier asked if the parking bays were part of the area included in the land that would be cordoned off. Silvio Alves confirmed that they were.</p> <p>There were no further questions from the Assembly, on being put to a vote the application was approved unanimously</p>		
24/26	<p>Item 4: To recommend to the Licensing Assembly the following applications for licences for the year 2026 in virtue of the Licensing (Jersey) Law 1974</p>		
	Name	Category	Business Address
	Matthew John Daly	3rd	Luma Café 25 Halkett Place
	<p>This application was withdrawn because of an admin error with the address. The application will be readvertised and heard at a Parish Assembly on 1st April 2026.</p>		
	Lido Jersey Limited Debbie Maindonald (Sec)	1st, 3rd & 7th	Lido Havre des Pas
	<p>Proposer: Debbie Maindonald Seconder: Marcus Troy</p> <p>Debbie Maindonald spoke on behalf of the company, explaining it was seeking 1st, 3rd and 7th category licences for the Lido. The application seeks to deliver a well-managed, high-quality hospitality offering that compliments the unique character of the Lido, while enhancing its accessibility and appeal to both Islanders and visitors. The intention is to create a thoughtfully designed space that supports daytime leisure, responsible evening use, and continued regeneration of the coastal asset.</p> <p>The three categories of licence will allow for the operation of a public bar area, the provision of alcohol alongside meals and the flexibility for extended hours when appropriate, particularly during peak seasons and events, contributing to Jerseys visitor economy.</p> <p>The proposal has been developed with a strong emphasis on responsible licencing. Measures include robust management practices, adherence to noise and public safety considerations and engagement with local stakeholders to ensure the business operates in a respectful way and integrates into the community.</p> <p>Deputy Warr asked how the application compares with the previous offering. It was explained that it many ways it would be similar, but it would not just be events, but also more community focused. It would operate the same as any other licenced premises in relation to the rules regarding children being in licences areas. Opening times will be flexible and it is envisaged that whilst it could open until 11pm, that dependent on customer demand it may close on many occasions at 9pm. When undertaking events, it can close later than 11pm . Events may have live music.</p> <p>Procureur Peace asked if the alfresco area would be waiter service. It was confirmed that it would be a mixture of both ordering drinks at the bar and waiter service, it will all depend on the number of people and the type of event.</p> <p>John Baker asked which parts of the outside area would be licenced, as currently he believes it to be the top decks. The applicants advised that the intention was to licence the whole facility.</p> <p>There were no further questions from the Assembly, on being put to a vote the application was approved 21 votes in favour, with 1 abstention.</p>		
	Red House Work Café Limited BR Secretaries Limited (Red House Work Café) (Sec)	1st	Red House @ Santander Work Cafe 13 – 15 Charing Cross
	<p>Proposer: Shane Holloway Seconder: Andrew Toland</p>		

	<p>Charlie Northedge explained that he is seeking a 1st category licence for a new venture at Santander Cafe which is due to launch on 1st April. The café held a 3rd Category licence, but he is seeking a 1st category catering for 135 persons and including an outside alfresco area.</p> <p>Procureur Corbett asked if the applicant was taking over the whole premises. The applicant advised it is the same as at present, the ground and first and second floors. The café would serve coffee, breakfasts, and brunch.</p> <p>There were no further questions from the Assembly, on being put to a vote the application was approved unanimously</p>
	<p>The Constable advised the Assembly that anyone who had spoken in respect of the Licensing applications, was entitled to address an extraordinary sitting of the Licensing Assembly, the date to be advised.</p>
	<p>The date of the next scheduled Parish Assembly is Wednesday 1 April 2026</p>

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