

Request to enter into a Contract of Arrangement with Westward Developments Limited relating to the Westward Development at South Hill, St Helier

For consideration by the Parish Assembly
on 25 March 2026 at 7:00 pm

PARISH OF ST HELIER

P.01/2026



Proposed drone View

PROPOSITION

PARISHIONERS are asked to take into consideration, and if deemed advisable:

1. A recommendation from the Connétable and the Procureurs du Bien Public that the Parish enter into 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; and
 2. 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.
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REPORT

Background

Planning permission has been granted for a residential development of 139 units of accommodation on the former Planning Offices site at South Hill, St Helier (planning reference P/2022/1619, as amended by RP/2025/10448).

The approved development, known as Westward, is located adjacent to Parish-owned land, including South Hill Park, the public playground, and associated access routes. In addition to the residential accommodation, the scheme includes a number of public benefits, notably the refurbishment and upgrade of the existing playground, the provision of new public toilet facilities, and long-term rock stabilisation works to the surrounding landform.

Given the site's location and topography, and its proximity to Parish land, the Parish raised a number of important matters during the planning process, in particular:

- the long-term safety and stability of the rock face above Parish land;
- the protection of Parish property and the management of liability and risk;
- the temporary use and closure of the public playground during construction; and
- the delivery and long-term security of public benefits, including the upgraded playground and new public toilets.

These matters are now proposed to be secured through a legally binding Contract of Arrangement between the Parish and Westward Developments Limited. This approach provides greater certainty and long-term protection for the Parish than reliance on planning conditions alone, ensuring that responsibilities, liabilities, and public benefits are clearly defined and enforceable.

Parish Land affected

The Parish owns land adjoining the development site, including:

- the rock formation known as South Hill Rock face;
- the sloping banks forming part of South Hill Battery;
- the surface of South Hill roadway (to a depth of two feet);
- the public playground and car park adjoining the site.

All of the above land lies within the **Vingtaine de Haut de la Ville**.

Key elements of the proposed agreement

1. Rock face stabilisation and permanent responsibility

WDL will:

- carry out containment and stabilisation works to the rock face and banks at its own cost;
- complete the works to approved professional standards and under independent inspection; and
- monitor, maintain and manage the rock face forever once works are completed.

This includes the ongoing maintenance of physical safety measures, such as retaining structures at the base of the banks, where required.

Importantly, WDL will be fully and permanently responsible for the consequences of any rock fall or failure and will indemnify the Parish against all claims, costs or liabilities, including third-party claims, protecting the Parish and parishioners from legal and financial risk.

2. Access to Parish land

WDL will have controlled rights of access to Parish land where reasonably necessary to carry out agreed works, inspections, maintenance, or emergency works.

- Normally, at least one week's notice must be given.
- Any works must be carried out with minimum disruption.
- All areas of Parish land affected by access or works must be properly reinstated on completion.

3. Temporary use and closure of the playground during construction

Once development commences, and after one month's notice:

- WDL will have exclusive possession of the playground for the duration of the construction works;
- for safety reasons, the playground will be closed to the public and fenced off during this period; and
- the Parish will not have access to the playground until works are completed and the site is handed back.

This temporary closure is necessary to allow construction to proceed safely.

4. New playground and public toilet facilities

If the development commences, WDL is legally required to:

- refurbish and upgrade the playground; and
- construct new public toilet facilities,

all at its own cost and within three years of the commencement of development.

These works must be delivered in accordance with the approved planning permission, the Planning Obligation Agreement, and Parish comments, and will be handed back to the Parish on completion and operational.

5. Insurance and protection during works

Throughout construction:

- WDL must ensure that contractors maintain appropriate insurance covering the playground; and
- this protects the Parish against damage, claims or risk arising during the works.
- This indemnity also covers third-party claims, ensuring the Parish and parishioners are protected from legal or financial liability arising from the works.

6. Drainage serving Parish properties

Where Parish-owned drains currently cross the development site:

- WDL may reroute them if necessary;
- all such works will be carried out entirely at WDL's cost; and
- disruption to Parish properties will be minimised

7. Water infrastructure under the playground

WDL may install water pipes beneath the playground to serve the development.

- The Parish will have the right to connect the new public toilets to this water supply.
- Installation costs will be met by WDL.
- The Parish will contribute a fair share of future maintenance costs, and all Parish water usage will be separately metered.

8. Boundaries and rights of way

- A historic Parish right of way dating from 1968, which is no longer required, will be formally cancelled.
- The boundary between the development site and the playground will be clearly defined and legally fixed to prevent future disputes.
- WDL may erect a boundary enclosure at its own cost.

Any new boundary enclosure will be installed and maintained at the developer's cost and will remain in the developer's ownership.

The Parish will retain the right to connect to the enclosure where appropriate, at which point the developer's access rights to those sections will fall away.

Following completion of the development, the Parish intends, subject to necessary approvals, to accept the transfer of a new public footpath along the western edge of the site.

9. Construction activity and cranes

As is normal for a development of this scale:

- cranes may temporarily oversail Parish land;
- strict safety rules apply;
- WDL must carry substantial public liability insurance of **at least £10 million**; and
- any damage caused must be made good by the developer.

10. Construction disturbance

The Parish acknowledges that construction will involve noise, dust and disruption.

- The Parish agrees not to object to normal construction activity,
- provided safety is maintained, and Parish land is not damaged.
- This does not prevent action in cases of gross negligence, serious safety risk, or physical damage.

11. Environmental measures

WDL will be permitted to install bird and bat boxes on Parish land near the site, in line with environmental requirements.

12. Pedestrian crossings in South Hill

WDL shall, at its own cost, design and construct the pedestrian crossings on South Hill (including associated lighting, signage, Belisha beacons and any required road or footway works) at no cost to the Parish, in accordance with the approved planning permission, the requirements of the Parish Roads Committee, and any Road Safety Audits required by the Parish.

13. Transfer of footway from WDL to the Parish

WDL intends to transfer the new public footway, which is to be established by WDL along the western boundary of the site. The footway will be constructed to a design and specification agreed with the Parish, and in accordance with the approved planning permission and the Planning Obligation Agreement.

Legal costs and safeguards

- All agreements will be legally binding and enforceable.
- All reasonable legal costs incurred by the Parish will be paid by WDL.

Decision required

The Parish Assembly is asked to decide whether to approve the Parish entering into this Contract of Arrangement and to authorise the Connétable and at least one Procureur du Bien Public to sign the necessary contracts on behalf of the Parish.

In summary

If approved, the agreement:

- secures **permanent rock face safety** and full liability protection,
- delivers a **refurbished playground and new public toilets** at no cost to the Parish,
- delivers **2 pedestrian crossings on South Hill** at no cost to the Parish,
- adoption of a new public footway along the western boundary of the WDL site,
- manages construction impacts in a controlled and insured way, and
- protects Parish land and finances over the long term.



Proposed new playground plan:



Proposed overall site Plan: