

In the Royal Court of Jersey

Samedi Division

In the year two thousand and fourteen, the twenty-fifth day of March.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, The Bristol Hotel Company Limited, The Dunes Hotel Limited, Josu Holdings Limited, Patriotic Street (Jersey) Limited and HSBC Bank plc in relation to the development of 66-72 The Esplanade, 14 Patriotic Street and 60 Kensington Place, St Helier, be registered in the Public Registry of this Island.

[REDACTED]
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of:

66-72 ESPLANADE, 14 PATRIOTIC STREET AND 60 KENSINGTON
PLACE, ST HELIER, JERSEY

Dated :

25th March

2014

The Minister for Planning and Environment (1)

The Bristol Hotel Company Limited (2)

The Dunes Hotel Limited (3)

Josu Holdings Limited (4)

Patriotic Street (Jersey) Limited (5)

HSBC Bank plc

DATE

25th March

2014

PARTIES

- (1) The Minister for Planning and Environment ("the Minister") of States Offices, South Hill, St. Helier, Jersey, JE2 4US
- (2) The Bristol Hotel Limited (Jersey company number 12), the registered office of which is at 13/14 Esplanade, St Helier, JE1 1BD
- (3) The Dunes Hotel Limited (Jersey company number 5253), the registered office of which is at 13/14 Esplanade, St Helier, JE1 1BD
- (4) Josu Holdings Limited (Jersey company number 69658), the registered office of which is at 13/14 Esplanade, St Helier, JE1 1BD
- (5) Patriotic Street (Jersey) Limited (Guernsey company number 40475) the registered office of which is at Granite House, La Grande Rue, St Martin, Guernsey GY4 6LH
- (6) HSBC Bank plc ("the Hypothecator")

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owners warrant that they are collectively the owners in perpetuity (à fin d'héritage) of the Relevant Property by virtue of the contracts set out in the Second Schedule.
- 3 The Hypothecator has an interest in the Relevant Property owned by virtue of the registration of two judicial hypothecs over parts of the Relevant Property by two acts of the Royal Court of Jersey each dated 11 February 2011.
- 4 The Application has been submitted by Dandara Jersey Limited to the Minister for the Development.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such the Minister would not be so minded.
- 6 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 7 The parties acknowledge that this agreement is legally binding and have agreed to enter in to this agreement for the purposes of securing the planning obligations set out herein.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART**1 DEFINITIONS**

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

"Application"	the application for planning permission submitted to the Minister for the Development allocated reference number P/2013/1185
"Commencement"	the date on which any operation (but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works) 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
"Commencement of the Superstructure"	the date on which following the Commencement of the Development there are commenced the operations to form the Superstructure, such operations excluding for the avoidance of any doubt site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and the temporary display of site notices or advertisements
"Completion"	means completion of the Development as such completion shall be evidenced by the issue of a certificate of completion in respect of the Development by the Minister pursuant to Article 28 of the Law (and "Completed" shall be construed accordingly)
"Development"	the development of the Site in accordance with the Planning Permit.
"GST"	means goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Index"	means the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
"Interest"	means interest at three per cent above the base lending rate of HSBC Bank Plc from time to time.
"Law"	the Planning and Building (Jersey) Law 2002
"Occupation, Occupy and Occupied"	means 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
"Owners"	means the parties to this Agreement other than the Minister
"Parish"	the Parish of St Helier
"Paving Works"	the works of paving in accordance with the Paving Works Specification to the parts of Patriotic Street, the Esplanade and Kensington Place shown as paved on the Paving Works Plan
"Paving Works Bond"	a bond from a financial institution approved by the Minister (acting reasonably) in favour of the Treasurer of the States in the amount of the Paving Works Costs should the TTS Minister need to carry out

the Paving Works following an unremedied default (for whatever reason or circumstance) by the Owners to carry out the same

"Paving Works Costs"	one hundred and twenty thousand Pounds (£120,000)
"Paving Works Plan"	the plan contained at the Fifth Schedule
"Paving Works Specification"	such specification for the Paving Works as is agreed by the Owners with the TTS Minister and the Parish (each acting reasonably)
"Plan"	the plan contained at the First Schedule.
"Planning Permit"	the form of planning permission subject to conditions set out in the Fourth Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission which may be agreed by the Minister from time to time.
"Relevant Property"	the land against which this Agreement may be enforced as shown hatched black on the Plan.
"Site"	the Relevant Property together with the property 60 Kensington Place owned at the date of this Agreement by Langlois Limited
"Superstructure"	any part of the Development to be constructed at or above ground level.
"TTS Minister"	the Minister for Transport and Technical Services of the States of Jersey

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 interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

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

4 CONDITIONALITY

This Agreement is conditional upon:

- 4.1 the issue of the Planning Permit by the Minister
- 4.2 being registered in the Royal Court as evidenced by an Act of the said Court
- 4.3 the Commencement of the Development

save for the provisions of Clauses 7.1, 14 and 15 (legal costs clause, dispute resolution clause and jurisdiction clause) which shall come into effect immediately upon completion of this Agreement.

5 COVENANTS

The Owners covenant and agree with the Minister as set out in the Third Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Relevant Property or any part or parts thereof.

6 THE MINISTER'S COVENANTS AND PUBLIC REGISTRY OF CONTRACTS

- 6.1 The Minister shall as soon as practicable following the completion of this Agreement apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts and shall issue the Planning Permit within seven (7) days of this Agreement being recorded as registered in the Royal Court as evidenced by an Act of the said Court.
- 6.2 The Minister agrees if so requested by the Owners upon the full discharge by the Owners of an obligation under this Agreement formally to acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the Owners at that time still undischarged.

7 MISCELLANEOUS

- 7.1 The Owners shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.

- 7.2 Where the agreement, approval, consent or expression of satisfaction is required from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices on any of the parties as the case may be shall be deemed to have been properly served if sent by ordinary post to and addressed to it at the address set out above or as otherwise notified for the purpose by notice in writing and that service on one party at that address shall also be deemed to be service on the other.
- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owners) 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.
- 7.6 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 Relevant Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 Except in so far as legally permitted by *équité* this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 7.9 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings as contained herein.
- 7.10 The form of the Paving Works Bond shall be substantially in such form as is agreed between the Minister and the Owners (each acting reasonably).
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

No waiver (whether expressed or implied) by the Minister of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Minister from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owners agree with the Minister to give the Minister immediate written notice of any transfer of any of their respective interests in the Relevant Property occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not).

10 HYPOTHECATOR'S CONSENT

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Relevant Property shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the relevant parts of the Relevant Property shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes ownership of any part of the Relevant Property affected by the Hypothecator's security in which case it too will be bound by the obligations as a person deriving title from the relevant Owner.

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 hereof 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 GST

12.1 All *cause* in money or monies worth given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof;

12.2 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.

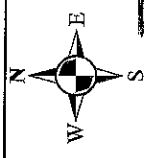
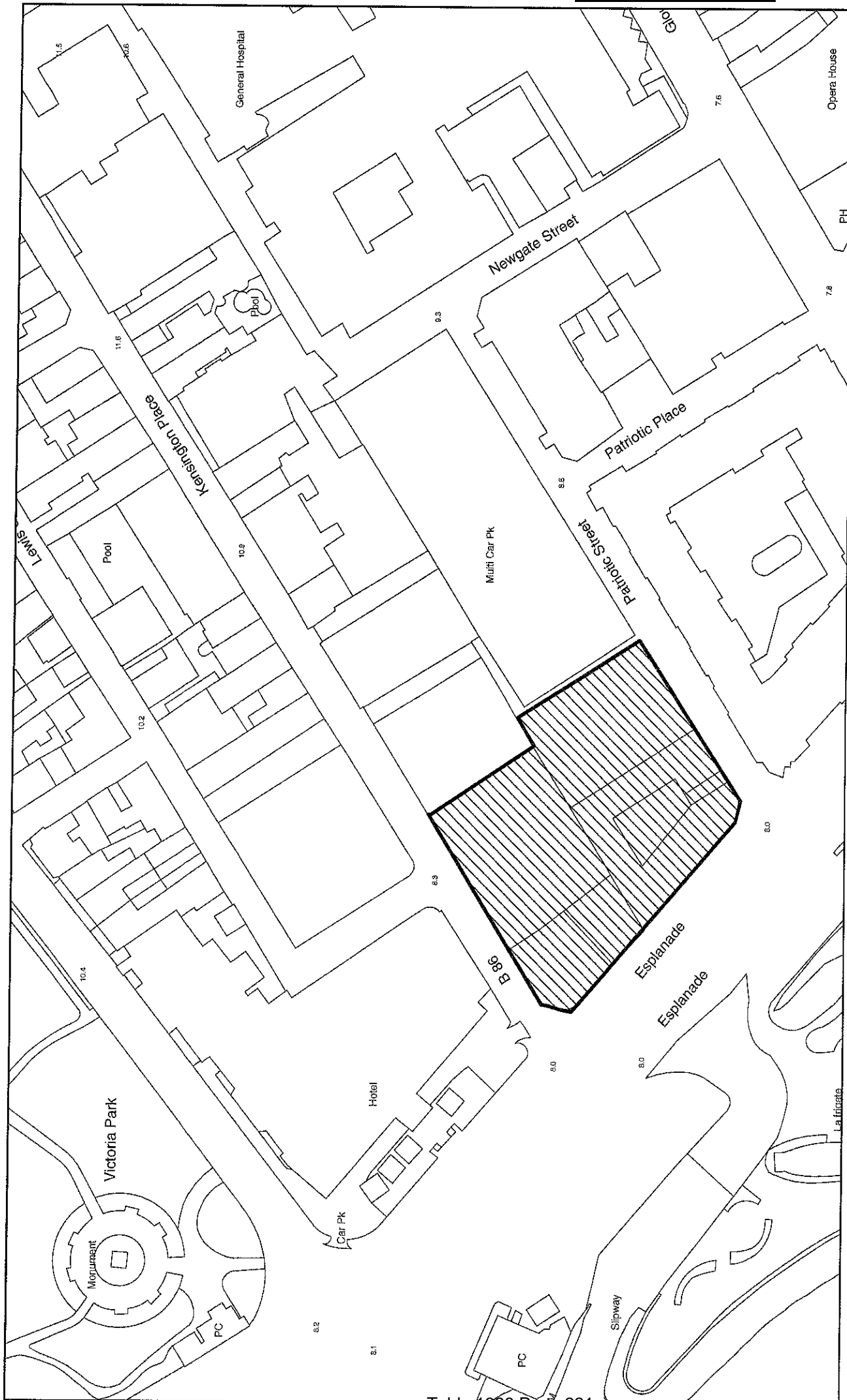
14 DISPUTE RESOLUTION

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.

15 JURISDICTION

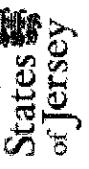
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE
PLAN



SCALE: 1:1,131

Licence No 21



© States of Jersey 2013

PLAN

APPLEBY

13 - 14 Esplanade

St Helier

Jersey

JE1 1BD



SECOND SCHEDULE

THE OWNERS' TITLE TO THE RELEVANT PROPERTY

72 Esplanade (former Bristol Hotel)

All that property historically known as the Bristol Hotel, Esplanade, St Helier, Jersey and being the remainder of the property to which The Bristol Hotel Company Limited has right by hereditary acquisition by two contracts dated 23 November 1907 and 26 November 1910 respectively in each case from Cyril Vyvyan Hawksford.

70 Esplanade

All that property historically numbered as 70 Esplanade and known as Olympia, St Helier, Jersey and being all the property to which The Dunes Hotel Limited has right by hereditary purchase by contract dated 20 December 2002 from The Exploration Company plc and others.

66-68 Esplanade

Lord Coutanche House, The Esplanade, St. Helier, Jersey to which Josu Holdings Limited has right by contract of purchase passed before the Royal Court on 26th September, 1997 from H.A. Gaudin & Company Limited.

14 Patriotic Street

14 Patriotic Street, St Helier, Jersey to which Patriotic Street (Jersey) Limited has right (under its former name of Priam Limited) by contract of purchase passed before the Royal Court on 28th February 2003 from Burano Limited.

THIRD SCHEDULE

THE OWNERS' COVENANTS WITH THE MINISTER

The Owners jointly and severally covenant, agree and undertake with the Minister:

Commencement

- 1 Not to Commence the Development until the Owners have given to the Minister twenty-eight (28) days' notice in writing of the intention so to do
- 2 Not to Commence the Paving Works before the Paving Works Bond has been provided
- 3 To submit the Paving Works Specification to the TTS Minister for his approval prior to Commencement of the Superstructure.
- 4 That the Owners will at their own expense undertake the Paving Works or carry out or cause to be carried out the Paving Works the whole in accordance with the approved Paving Works Specification.
- 5 To ensure that the Paving Works are carried out and completed no later than the date upon which any part of the Development is first Occupied.
- 6 Not to Occupy the Development until such time as the Paving Works have been carried out and completed
- 7 If the Owners have not carried out or caused to be carried out the Paving Works within the timescale referred to in paragraph 5 above to the reasonable satisfaction of the TTS Minister (insofar as concerns the relevant land under the administration of the TTS Minister) and the Parish (insofar as concerns the relevant land under the administration of the Parish) or (in the reasonable opinion of the TTS Minister or the Parish) is not proceeding to carry out the same expeditiously the Minister will be entitled to carry out or cause to be carried out the Paving Works and/or call on demand the Paving Works Bond and/or recover the cost of the Paving Works (up to an amount of £120,000 (Indexed) less any amount recovered by the Minister from the provider of the Paving Works Bond) from the Owners

FOURTH SCHEDULE
PLANNING PERMIT

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

Mr D McKinnon
Dandara Jersey Limited
Spectrum House
Gloucester Street
St Helier
Jersey JE2 3DG

Planning Application Number P/2013/1185

Dear Sirs

Application Address:	66-72, Esplanade, St. Helier.
Description of Work:	Demolish 66-72 Esplanade, 60 Kensington Place and part of 14 Patriotic Street. Construct 1 No. new six storey office development, incorporating ground floor parking and retention of 14 Patriotic Street listed facade. (EIS Submitted). AMENDED PLANS RECEIVED. AMENDED DESCRIPTION. FURTHER AMENDED PLANS RECEIVED. DIGITAL MODEL AVAILABLE.

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

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

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

Yours faithfully

C. E. JONES Dip TP, MRTPI
Senior Planning Officer

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

Planning Application Number P/2013/1185

DRAFT Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish 66-72 Esplanade, 60 Kensington Place and part of 14 Patriotic Street. Construct 1 No. new six storey office development, incorporating ground floor parking and retention of 14 Patriotic Street listed facade. (EIS Submitted). AMENDED PLANS RECEIVED. AMENDED DESCRIPTION. FURTHER AMENDED PLANS RECEIVED. DIGITAL MODEL AVAILABLE.

To be carried out at:

66-72, Esplanade, St. Helier.

PLEASE NOTE

This decision is purely permissive and in no way absolves the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the

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

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

development has been assessed against Policies SP 1; SP 2; SP 3; SP 4; SP 5; SP 6; SP 7; GD 1; GD 2; GD 7; GD 8; HE 1; EO 1; TT 4; TT 7; TT 9; NR 7; WM 1; LWM 2 and LWM 3 of the Adopted Island Plan 2011 and Supplementary Planning Guidance (SPG) Advice Note: Design Guidance for St. Helier dated January 2013, in which office development in this location will be judged on its own particular merits having due regard to the material issues involved. In this case, the proposed office development is regarded as acceptable because the scale and design of the proposed development is appropriate to the context of the surrounding buildings and the street in accordance with policies of the Island Plan and the SPG, whilst the use as office development is acceptable and will not have any adverse impact on the character and appearance of the area. The scheme will also achieve the full BREEAM 'very good' standard required for new developments.

In addition, the representations raised to the scheme on the grounds of unacceptable impact on neighbours by virtue of loss of privacy, light, views, outlook and amenity; unacceptable loss of important historic buildings; there is no need for more offices in St. Helier; the scheme is bold and ambitious but not for this site as it is unsympathetic to the character and scale of neighbouring properties and the area in general; there will be unacceptable noise, nuisance and disturbance to local residents; there is insufficient car parking to serve the development; impact on traffic safety; the proposal will have an overbearing impact on the area; the design is out of context with the area; the site has important historic links with Jersey's shipbuilding, agricultural, tourist and export industries and the scheme has not changed significantly since the original submission; have been assessed. However, it is considered that the proposal accords with the terms of the aforementioned Policies of the 2011 Island Plan and the SPG for St. Helier, in that it does not have an unreasonable impact on the character and appearance of the area.

In addition, all the representations raised to the development have been carefully assessed. The Minister for Planning and Environment acknowledges that the valid objections raised have been weighed against the benefits delivered by the application. Taken as a package, the Minister

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

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

for Planning and Environment believes the application to be a positive benefit and the potential impacts will not be unreasonable.

This application has been the subject of a Planning Obligation Agreement.

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

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. The development shall be carried out strictly in accordance with the deposited plans and drawings except as required to meet the terms of Condition 2 below. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. Notwithstanding the details on the submitted drawings before any development first commences on site, full details of the proposed façade treatments to all the proposed elevations (to a scale of no less than 1:50) and sample details of all the external materials to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.
3. Prior to the development commencing a full BREEAM pre-assessment demonstrating that 'BREEAM Very Good' can be met by the development must be submitted to and approved in writing by the Minister for Planning and Environment. The pre-assessment must be

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

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

drawn up by an appropriately qualified assessor. The proposal shall include details of the building heating system and energy efficient lighting. The development must then be carried out in accordance with the details specified in the approved assessment. Within six months of the first occupation of the building a post construction review shall be submitted - again drawn up by an appropriately qualified assessor - demonstrating that 'BREEAM Very Good' has been achieved.

4. Prior to the occupation of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, of a Green Travel Plan covering the management of vehicle movements to and from the site. The Methodology for the Green Travel Plan shall first have been agreed with the Minister for Planning and Environment, and shall include provision for charging points for electric cars and electric cycles.
5. Prior to the commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, of a Skills and Training Plan, to support the development and training needs of Island residents. The Methodology for the Skills and Training Plan shall first have been agreed with the Minister for Planning and Environment.
6. Prior to the commencement of development the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigated, to the satisfaction of and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land.
7. Prior to the commencement of development, details shall be submitted to and approved by the Minister for Planning and Environment, to provide a Demolition and Construction Environmental Management Plan to be thereafter implemented and maintained until completion of the development. The Demolition and Construction Environmental Management Plan shall include:
 - A. A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions;

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

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

- B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- C. Specified hours of working, including deliveries (0800 to 1800, Monday to Friday, 0800 to 1300 on Saturdays, with no work on Sundays, Bank Holidays or Public Holidays).
- D. Details of the proposed management of traffic and pedestrians.
- E. Details of the location of the site compound, materials storage area and loading/unloading arrangements.
- F. Details of the method of disposal of any asbestos material found on site.
8. Prior to the commencement of the development hereby permitted, full details of the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse must be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.
9. Prior to commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, setting out the arrangements for Waste Management in relation to the proposed demolition and excavation. Following completion of the demolition, and prior to commencement of construction, a Waste Management Completion Report shall be submitted to the Minister for Planning and Environment.
10. No development shall take place until a scheme of foul drainage and surface water drainage has been submitted to and approved by the Minister for Planning and Environment. The approved scheme shall be completed before the development is first brought into use.
11. Before any development first commences on site a hard and soft landscaping scheme shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme which shall include the proposed finishes to the public realm outside the

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

building to the Esplanade and Patriotic Street and Kensington Place junctions with the Esplanade, shall be undertaken within the first available planting season and any trees or shrubs which die, are removed or become seriously diseased within a period of five years from the date the planting first takes place, shall be replaced in the next planting season with others of a similar size and species.

The Landscape Architect must give written confirmation to the Minister for Planning and Environment that they are satisfied that the works are completed in accordance with the approved plans and the quality of the materials and workmanship is of the highest order.

12. In conjunction with Condition 11 above, a Landscape Management Plan including long term objectives, management responsibilities and maintenance schedules for all the landscaped areas shall be submitted to and approved in writing by the Minister for Planning and Environment prior to the first occupation of any part of the development.
13. The development hereby permitted shall not commence until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Minister for Planning and the Environment. The written scheme of investigation shall make provision for the recording and interpretation of remains below ground level. Such a programme must be prepared and carried out under the supervision and with the agreement of the Minister for Planning and Environment.
14. Prior to the commencement of any demolition works on site, a scheme identifying the historic features to be removed, arrangements for their temporary storage, details of the person or body specialising in this procedure appointed by the applicant and a timetable for their reinstatement in a location to be agreed before re-construction, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in accordance with the details agreed with the Minister for Planning and Environment and thereafter retained and maintained as such.

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

15. Prior to the commencement of any works on site, precise details of the proposed phasing plan arrangements for the development to demonstrate a single phase construction shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved details shall be implemented in full.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.
2. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
3. In the interests of sustainable development and energy efficiency, in accordance with Policy SP2 of the Jersey Island Plan 2011.
4. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9 and SP6 of the Jersey Island Plan 2011.
5. In the interests of promoting sustainable patterns of development and supporting economic growth and diversification, and to accord with Policy GD1 and SP5 of the Jersey Island Plan 2011.
6. For the avoidance of doubt and to ensure compliance with Policies GD1 and GD6 of the Jersey Island Plan 2011.
7. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011.
8. To ensure that waste and refuse is stored and disposed of without harming the amenities of the occupiers of neighbouring properties or the surrounding area, in accordance with Policy GD 1 of the Island Plan, 2011.

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

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

9. In the interests of securing waste minimisation, and to accord with Policy WM1 of the Jersey Island Plan 2011.
10. To ensure satisfactory drainage arrangements in accordance with Policies LWM 2 and LWM 3 of the Jersey Island Plan 2011.
11. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1, NE 1, NE 2 and NE 4 of the Adopted Island Plan 2011.
12. To ensure a satisfactory form of development and continuing standard of amenities are provided and maintained in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.
13. In the interests of improving the understanding of the archaeology and historic development of the Island in accordance with Policy HE 5 of the Adopted Island Plan 2011.
14. To ensure that special regard is paid to specific architectural features or fixtures and to ensure that these are protected from damage during construction works prior to their reinstatement in accordance with the requirements of Policies GD 1 and HE 1 of the Adopted Island Plan 2011.
15. To ensure a single phase construction in the interests of maintaining the design integrity of the building to safeguard the character and appearance of the building and the area in general in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

The approved plans can be viewed on the Planning Register at www.gov.je/planning

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

Location Plan DPA-001
Location Plan DPA-002
Existing Site Plan DPA-003
Proposed Site Plan DPA-004 Rev 02
Proposed Ground Floor Plan DPA-101 Rev 02
Proposed First Floor Plan DPA -102 Rev 02
Proposed Second Floor Plan DPA-103 Rev 02
Proposed Third Floor Plan DPA-104 Rev 02
Proposed Fourth Floor Plan DPA-105 Rev 02
Proposed Fifth Plan DPA-106 Rev 02
Proposed Roof Plan DPA-107 Rev 02
Existing Consented Schemes DPA-200
Proposed South Elevation Esplanade DPA 201 Rev 02
Proposed West Elevation Kensington Place DPA-202 Rev 02
Proposed Sections A & B DPA-251 Rev 02
Proposed Section C DPA-252 Rev 02
Proposed Sidney Horman Building Listed Facade Elevation & Plan DPA-301 Rev 02
Proposed Car Park and Drop Off Visibility Splays DPA-401 Rev 00
Proposed East Elevation Patriotic Street DPA-203 Rev 02
Proposed Perspectives DPA-206 Rev 02
Design Statement
Appendix A Scoping and IEMA Checklist
Appendix B Planning Policy Statement
Appendix C Contaminated Land Report
Appendix D Town Landscaping and Visual Impact Assessment
Appendix E Archaeological and Built Heritage
Appendix F Crime Impact Statement
Environmental Impact Statement (EIS) Non-Technical Summary
Environmental Impact Statement (EIS)
Transport Statement
Proposed Detail Plan and Elevation Showing Set Backs and Reduced Height DPA-421 00
Proposed North Elevation Car Park DPA-204 02

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

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1185

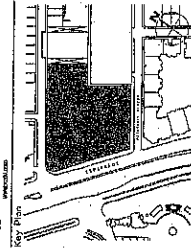

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

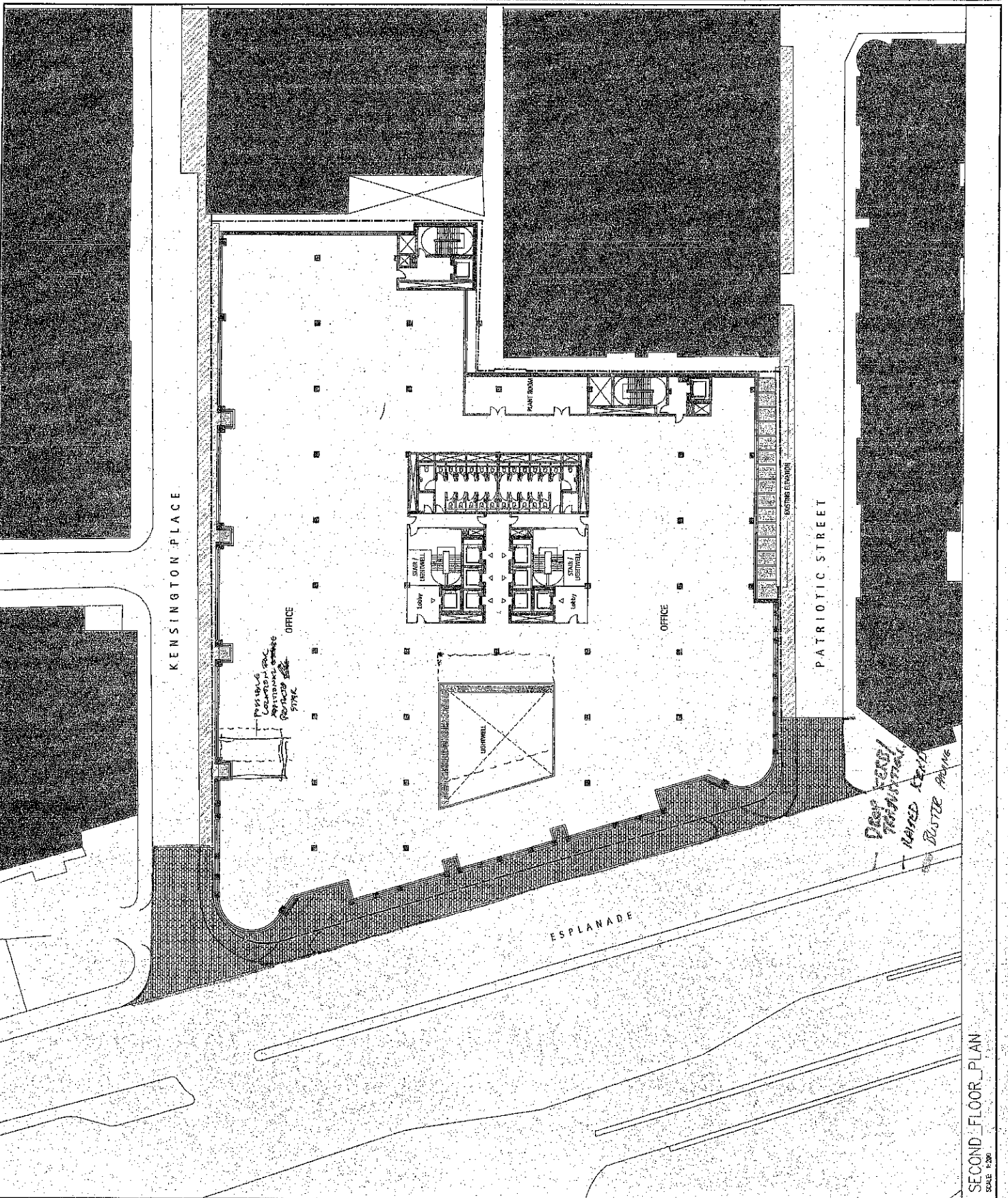
If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

APPROVED

FIFTH SCHEDULE
PAVING WORKS PLAN

SOM SOLE AGENTS: ARCHITECTS & ENGINEERS 100 WALL STREET, SUITE 2000 NEW YORK, NY 10038 TEL: 212 904 7000 FAX: 212 904 7001 WWW.SOM.COM		pbq PROJECT ARCHITECTS 40 WEST 17TH STREET, SUITE 1000 NEW YORK, NY 10011 TEL: 212 924 2000 FAX: 212 924 2001 WWW.PBQ.COM		EB&Z ENGINEERING & ARCHITECTURE 100 WALL STREET, SUITE 2000 NEW YORK, NY 10038 TEL: 212 904 7000 FAX: 212 904 7001 WWW.EB&Z.COM		General Notes 	
dandara jersey limited Danbara Jersey Ltd. Spectrum House, Gloucester Street, St. Helier, Jersey, JE2 3UG Tel: +44 (0)34 592 200 Fax: +44 (0)34 592 222 www.dandara.com		Project 66-72 ESPLANADE		Drawing Title SECOND FLOOR PLAN		Scale 1/8" = 1'-0" Date JAN 2014 Approved By 	
Revision No. Description 01 DPA-103 02		Author [Name] Checker [Name] Designer [Name]		Project No. [Number]		Revision [Number]	



Signed on behalf of the Minister

by [Redacted]

in the presence of [Redacted]

this 25th day of March 2014

Signed on behalf of The Bristol Hotel Company Limited

by [Redacted]

in the presence of [Redacted]

this 19 day of ~~19-5~~ 2014
MARCH

Signed on behalf of The Dunes Hotel Limited

by [Redacted]

in the presence of [Redacted]

this 19 day of March 2014

Signed on behalf of Josu Holdings Limited

by [Redacted]

in the presence of [Redacted]

this 19 day of March 2014


Signed on behalf of Patriotic Street (Jersey) Limited

by [Redacted]

in the presence of [Redacted]

this 19 day of March 2014

Signe 

by 
MARK ANTHONY JAMES RALPH

in the presence of 
STEPHEN JOHN MICHELE BENNETT

this *20* day of *March* 2014

HSBC Bank plc
PO Box 421
Douglas
Isle of Man
IM99 3AE
BANK OFFICIAL