

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the twelfth day of January.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Dandara (Oaklands Lodge) Limited in relation to Oaklands Lodge Hotel, La Route de la Trinite, Trinity, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

JB/200645.1179/Engrossment Form

Dated 11th January 2024

(1) **CHIEF OFFICER FOR THE ENVIRONMENT**

(2) **DANDARA (OAKLANDS LODGE) LIMITED**

PLANNING OBLIGATION AGREEMENT

In relation to the former Oaklands Lodge Hotel, La Route de la Trinité, Trinity, JE3 5JN

Jersey office
13-14 Esplanade
St Helier, Jersey
JE1 1BD

200645.1179

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THIS AGREEMENT is dated 11th January 2024

PARTIES

- (1) **THE CHIEF OFFICER FOR THE ENVIRONMENT** of PO Box 228, St Helier Jersey JE4 9SS (the **Chief Officer**) of the first part; and
- (2) **DANDARA (OAKLANDS LODGE) LIMITED** a company incorporated in Jersey with company number 150835 whose registered office is situate at 26 New Street, St Helier, Jersey JE2 3RA (the **Owner** which expression includes its successors) of the second part.

BACKGROUND

- (A) The Owner hereby warrants that it is the owner of the Site to which it has right in perpetuity (*à fin héritage*) by hereditary purchase from Randalls Limited by contract passed before the Royal Court of Jersey on the 13th October 2023.
- (B) The Owner submitted the Application to the Chief Officer who pursuant to Article 9(5)(b) of the Law determined that planning permission be granted in the form of the draft contained in Schedule 4 subject to the prior completion of this Agreement as the Chief Officer considers it expedient in the interests of proper planning that provision should be made for securing the matters more particularly described in Schedule 2.
- (C) The Chief Officer and the Owner have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- (D) The Chief Officer and the Owner acknowledge that this Agreement is legally binding.

NOW AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:

Agreement: this Agreement together with any recitals or schedule;

Application: the application for planning permission submitted to the Chief Officer for planning permission under application number P/2023/0268 in respect of the Site;

Chief Officer: the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;

Commencement of the Development: the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development begins to be carried out

excluding for the avoidance of any doubt operations consisting of site clearance, asbestos surveys and/or removal, demolition work, tree removal, 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, the temporary display of site notices or advertisements and the words "**Commence**" and "**Commenced**" shall be construed accordingly;

Development: the development of the Site as set out in the Application

Force Majeure: fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action, a state of emergency declared by the Lieutenant-Governor, or other unforeseen exceptional event cause or circumstance outside the reasonable control of the Owner, their contractors or agents, and which adversely affect their ability to perform any obligation relating to any works provided for in this Agreement PROVIDED THAT the same could not reasonably have been avoided or provided against by the Owner, their contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against to reduce any delay so far as reasonably practicable;

Index: the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey;

Interest: interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;

Island Plan 2022: the Bridging Island Plan 2022-2025 (as amended from time to time);

Law: the Planning and Building (Jersey) Law 2002;

North Bound Bus Stop: the bus stop to be created on the Site by the Owner as part of the Development;

North Bound Bus Stop Land: the area of land forming part of the Site upon which the North Bound Bus Stop is to be constructed;

Occupy and Occupation: occupation for purpose 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;

Plan: the plan attached to this Agreement as Schedule 1;

Planning Permit: the planning permission subject to conditions to be granted pursuant to the Application and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;

Royal Court: the Royal Court of the Island of Jersey;

South Bound Bus Stop: the bus stop to be created in the vicinity of the Site adjacent to the south bound carriage way on La Route de la Trinité by the Government of Jersey as part of the Travel Provisions;

South Bound Bus Stop Contribution: that part of the Travel Provisions Contribution which relates to the South Bound Bus Stop;

Site: the site of the property the former Oaklands Lodge Hotel Trinity Jersey in the ownership of the Owner and which is the subject of the Application and to which the Owner has right as set out in paragraph (A) above such as the same is illustrated on the Plan;

Travel Provisions: various road improvements in the vicinity of the Development necessitated by the Development to be carried out by the Government of Jersey to include without prejudice to the generality road lining, road signing, foot path enhancement, a road crossing, drop kerbs and the South Bound Bus Stop;

Travel Provisions Contribution: the payment to be made by the Owner in the sum of **Forty-Four Thousand Seven Hundred and Eighty-One Pounds (£44,781)** in respect of the Owner's required contribution Travel Provisions;

- 1.2 References to a Clause, Schedule or paragraph are references where the context so admits to a clause, schedule or paragraph of this Agreement.
- 1.3 The Clause, Schedule and paragraph headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of the Clause, Schedule or paragraph to which they refer.
- 1.4 Words importing the singular meaning where the context so admits include the plural meaning and *vice versa*.
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or allow infringement of the restriction.
- 1.7 Where two (2) or more persons are named as a party and where more than one party undertakes and obligations all their obligations can be enforced against them jointly and against each individual party unless there is an express provision otherwise
- 1.8 All references to a statute or statutory provision shall be construed as including references to any modification consolidation or re-enactment for the time being in force to any statutory rules regulations or orders made pursuant to it and to any former statutes or statutory provisions of which it is a consolidation re-enactment or modification.
- 1.9 This Agreement shall be construed so as to give effect to the purpose of the Law.

- 1.10 Any reference to something being "in writing" or "written" shall include transmission by email and the respective addresses of the Parties shall be as follow:

Chief Officer: at Infrastructure and Environment Department PO Box 228 Jersey JE4 9SS ([c.jones2@gov.je])

Owner: 26 New Street, St Helier, Jersey JE2 3RA (cpateman@dandara.com)

or such other address as any of the Parties shall notify to the others of the Parties from time to time.

- 1.11 References to time are to time in Jersey.
- 1.12 The table of contents and headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

2. **LEGAL BASIS**

- 2.1 This Agreement is made pursuant to Article 25 of the Law.
- 2.2 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.

3. **CONDITIONALITY**

- 3.1 This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidence by An Act of the Court.

4. **THE OWNER'S COVENANTS**

- 4.1 The Owner covenants and agrees with the Chief Officer as set out in the Schedule 2 to the intent that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

5. **PUBLIC REGISTRY OF CONTRACTS**

- 5.1 The Chief Officer shall as soon as practicable after the execution of this Agreement apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

6. **MISCELLANEOUS**

- 6.1 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 Head of Development and Land and any notice or communication

to the Chief Officer pursuant to the provisions of this Agreement shall be addressed as provided by Clause 1.10 or as otherwise notified for the purpose by notice in writing.

- 6.2 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
- 6.3 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.
- 6.4 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.
- 6.5 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
- 6.6 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.
- 6.7 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 Chief Officer and the Owner 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.
- 6.8 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.
- 6.9 Nothing in this Agreement shall be construed or interpreted in such a way or permit an 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.
- 6.10 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.
- 6.11 All communications and notices served or made under this Agreement shall be in writing.

7. CHIEF OFFICER'S COVENANT

- 7.1 The Chief Officer covenants with the Owner as set out in Schedule 3.

8. **WAIVER**

- 8.1 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 for acting upon any subsequent breach or default.

9. **CHANGE IN OWNERSHIP**

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practicable following such change) of any change in ownership of its interests in the Site before all the obligations under this Agreement have been discharged such notice to give details of the acquirer's full name and registered office (if a company or usual address if not) together with the area of the Site acquired by reference to a plan.

10. **INDEXATION**

Any sum referred to in Schedule 2 shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the planning permission for the Development becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is payable.

11. **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.

12. **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 Chief Officer and the Owner 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.

13. **GOODS AND SERVICES TAX**

- 13.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 13.2 If at any time GST is or becomes changeable 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. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, a party shall not be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement, and any such failure or delay in performing its obligations will not constitute a breach of this Agreement, if such failure or delay is due to Force Majeure.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be interpreted in accordance with and governed by the laws of Jersey.

15.2 The Courts of Jersey shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and for such purposes the Parties submit to the jurisdiction of the Courts of Jersey.

IN WITNESS WHEREOF the Chief Officer and the Owner have duly executed this Agreement on the date stated at the beginning of it.

SCHEDULE 1

Plan



SCHEDULE 2**The Owner's Covenants with the Chief Officer**

The Owner covenants with the Chief Officer as follows:

Commencement

- 1 Not to Commence the Development until the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

Travel Provisions Contribution

- 2 That the Owner shall pay to the Treasurer of the States not less than twenty-eight (28) days prior to the Commencement of the Development the Travel Provisions Contribution;
- 3 Not to Commence the Development until the Travel Provisions Contribution has been made.

North Bound Bus Stop

- 4 Not to Occupy the Development or permit the Occupation of the Development until the North Bound Bus Stop shall have been constructed to the approval of the Chief Officer;
- 5 Upon the request of the Chief Officer following the completion of the North Bound Bus Stop to cede and transfer the North Bound Bus Stop Land to the Public of the Island free and quit of all charges and encumbrances by a contract to be passed before the Royal Court with vacant possession;
- 6 To pay the proper and reasonable costs of the Public of the Island in respect of the contract referred to in paragraph 5 above.

SCHEDULE 3**Chief Officer's Covenants**

- 1 The Chief Officer hereby covenants with the Owner to procure the use of the Travel Provisions Contribution the sum received by the Treasurer of the States under the terms of this Agreement for the purposes specified in this Agreement for which it is to be paid.
- 2 The Chief Officer covenants with the Owner that the Chief Officer will procure that the Treasurer of the States will pay to the Owner such amount of the Travel Provisions Contribution made 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.

SCHEDULE 4
Draft Planning Permission

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0268

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:

Demolition of all existing buildings on the site forming the Oaklands Lodge Hotel and the construction of a 40-bed care home, with associated landscaping and amenity areas. In addition, a carpark of 20 nr. vehicle spaces/bays, 4 No. motorcycle spaces, 16 cycle spaces, including a new vehicular and pedestrian access, and the construction of a bus shelter at Oaklands Lodge Hotel, La Route de la Trinité,

To be carried out at:

Oaklands Lodge Hotel, La Route de la Trinite, Trinity, JE3 5JN.

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

- A. The development shall commence within three years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0268

Condition(s):

1. Six months prior to the first use of the development, details of the bus stop and shelter indicated on approved drawing number SP050 revision P2 shall be submitted to and approved in writing by the Chief Officer. The bus stop and shelter, as may be agreed, shall be available for use prior to the first use of the development hereby approved.
2. The measures outlined in the approved Species Protection and Enhancement Plan (ref. NE/ES/OL/01, October 2022, Nurture Ecology) shall be implemented prior to commencement of the development, continued throughout (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 Land Resource Management Team prior to works being undertaken.
3. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
4. The specific measure and action plan within section 6 of the submitted Travel Plan (Stantec 332410776 rev A January 2023) submitted with the application shall be implemented at all times the development hereby approved is in use as such.
5. Prior to the commencement of works above ground floor slab level, detailed drawings shall be submitted to and approved in writing by the Chief Officer setting out covers for the cycle spaces. The cycle parking space covers as may be agreed shall be implemented prior to the first use of the development hereby approved, and thereafter retained in perpetuity.
6. Solid waste arisings from the development hereby approved shall be managed solely in accordance with the Site Waste Management Plan (SWMP) revision 1 - Dandara, submitted with the application documents.
7. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such in perpetuity.
8. Prior to the commencement of works above ground floor slab level, details of all means of externally mounted illumination, including design and external appearance of structures housing/mounting the means of illumination, and type and strength of illumination, shall be submitted to and approved in writing by the Chief Officer. The external illumination of the development shall only be carried out in accordance with such details as may be approved, and

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0268

thereafter be retained as such.

9. Prior to the commencement of works above ground floor slab level, details shall be submitted to and approved in writing to demonstrate that the proposed development would reduce energy consumption by 20% as measured against the target energy rate pursuant to the Jersey Building Bye-laws, to be demonstrated using the existing Jersey Standard Assessment Procedure (JSAP) calculator, or Simplified Building Energy Model (SBEM) tool. The development shall be carried out in accordance with such details as may be approved, and thereafter permanently retained as such.

10. The Demolition/Construction Environmental Management Plan submitted with the application documents shall be implemented in full until the completion of the development and any variations agreed in writing by the Chief Officer prior to such revised working, as may be agreed pursuant to this condition, commences.

11. Prior to the commencement of works above ground floor slab level, a scheme for the recycling and reuse of rainwater run-off from buildings within the development shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the scheme that may be agreed, and such details permanently retained as such.

12. Prior to the occupation of any part of the development hereby approved, a detailed design for the Percentage for Art contribution shall be submitted to and approved in writing by the Chief Officer. The approved contribution will then be delivered on site, in accordance with the approved details and thereafter be retained and maintained in perpetuity.

13. Prior to commencement of works above ground floor slab level, a detailed scheme of soft landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) all existing planting to be retained ii) the position of all new planting, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them iii) detailed tree pit design for both urban and soft landscape settings iv) seeding / turfing specifications v) topsoil specifications and the depth afforded to each planting zone vi) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/eradication of the species.

14. Prior to commencement of works above ground floor slab level, a detailed scheme of hard landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) all existing landscaping features to be retained and any servicing required ii) paving, step and kerb specifications with proposed laying patterns iii) wall and fence types, their height, finish and construction iv) external finished paving levels v) specifications for street furniture, gazebo and garden water features.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0268

15. No part of the development shall be occupied until a schedule of landscape maintenance, for both hard and soft landscaped areas, over a minimum period of 5 years has been submitted to and approved in writing by the Chief Officer. Landscape fixtures, finishes and planting shall be replaced like-for-like should fault or failures occur during that 5 year period. The schedule shall include details of the arrangements for landscape implementation and its ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Chief Officer.

16. No part of the development shall be occupied until both soft and hard landscaping finishes, fixtures and construction details are fully installed, in accordance with all information and drawings submitted to discharge Conditions 13, 14 and 15. The approved landscaping scheme shall be maintained and retained as such thereafter

Reason(s):

1. In order to encourage the use of more sustainable means of transport, in accordance with policies TT1 and TT3 of the Bridging Island Plan 2022.
2. In order to safeguard and enhance biodiversity, and to comply with policy NE1 of the Bridging Island Plan 2022.
3. In order to ensure that there is adequate means of transport provided for future occupiers of the development, and to comply with policy TT4 of the Bridging Island Plan 2022.
4. In order to ensure that there is sufficient provision for and encouragement of the use of alternatives to the private motor vehicle, to comply with policies TT1 and TT2 of the Bridging Island Plan 2022.
5. In order to ensure that there is sufficient provision for and encouragement of the use of alternatives to the private motor vehicle, to comply with policies TT1 and TT2 of the Bridging Island Plan 2022.
6. In order to ensure that waste arising from the scheme is minimised and, where unavoidable, is disposed of in an environmentally considerate manner, and to comply with policy WER2 of the Bridging Island Plan 2022.
7. In the interests of visual amenity, and to comply with policy SP3, SP4 and GD6 of the Bridging Island Plan 2022.
8. In the interests of visual amenity, and to comply with policy SP3, SP4 and GD6 of the Bridging Island Plan 2022.
9. In the interests of the delivery of energy efficient development, and to comply with policy ME1 of the Bridging Island Plan 2022.
10. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Bridging Island Plan 2022.
11. To minimise water run-off and to encourage more sustainable use of natural resources, and to comply with policy UI3 of the Bridging Island Plan 2022.
12. In the interests of visual amenity and to ensure compliance with policy GD10 of the Adopted Bridging Island Plan 2022.
13. In the interests of visual amenity, and to comply with policy SP3, SP4

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0268

and GD6 of the Bridging Island Plan 2022.

14. In the interests of visual amenity, and to comply with policy SP3, SP4 and GD6 of the Bridging Island Plan 2022.

15. In the interests of visual amenity, and to comply with policy SP3, SP4 and GD6 of the Bridging Island Plan 2022.

16. In the interests of visual amenity, and to comply with policy SP3, SP4 and GD6 of the Bridging Island Plan 2022.

FOR YOUR INFORMATION

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

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

- 4502 050 SP P2 Proposed Site Plan-230908
- 4502 100 PL P2 Proposed Ground Floor Plan-230908
- 4502 101 PL P2 Proposed First Floor Plan-230908
- 4502 200 EL P1 Proposed Elevations - Sheet 1 -230224
- 4502 201 EL P2 Proposed Elevations - Sheet 2-230908
- 4502 205 EL P1 Contextual Elevations -230224
- 4502 300 SE P2 Proposed Sections -230908
- 4502 310 FD P1 Proposed Facade Details -230224
- 4502 500 CGI P1 Proposed CGI - Sheet 1 -230224
- 4502 501 CGI P1 Proposed CGI - Sheet 2 -230224
- 4502 502 CGI P1 Proposed CGI - Sheet 3 -230224
- 4502 900 SP P2 Proposed Landscape Plan-230908
- Species Protection and Enhancement Plan ref. NE/ES/OL/01, October 2022, Nurture Ecology
- Travel Plan (Stantec 332410776 rev A January 2023)
- Demolition/Construction Environmental Management Plan

DECISION DATE: TBC

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0268

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

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

APPROVED

SIGNATORIES

SIGNED on behalf of the **CHIEF OFFICER** in the presence of:

)
)
)



K. WHITEHEAD

11 JANUARY 2024



Witness signature

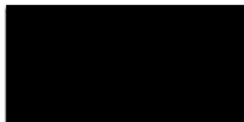
S. DE GOMENA

SIGNED on behalf of the **OWNER** in the presence of:

)
)
)



C. PATEMAN



Witness signature

M. WEST