

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

relating to the development of Castle Quay (Phase 2), La Rue de l'Etau, The Waterfront, St  
Helier

Dated: *11 September* 2015

The Chief Officer for Planning and Environment (1)

Waterfront (6C) Limited (2)

DATE

11 September

2015

**PARTIES**

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**"); and
- (2) Waterfront (6C) Limited of Dialogue House, 2-6 Anley Street, St Helier, Jersey, JE2 3QE ("**the Owner**").

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owner submitted an application (accorded the reference RC/2015/1074) pursuant to Article 21 of the Law to amend planning permission P/2009/2341 by removing condition 3 of planning permission P/2009/2341.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the Article 21 Application to the Planning Applications Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Applications Committee at its meeting on 20<sup>th</sup> August, 2015 resolved to approve the Article 21 Application subject to the prior completion of this Agreement for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without which the Planning Applications Committee would not be minded to approve.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

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

<b>"Article 21 Application"</b>	the application pursuant to Article 21 of the Law to amend planning permission P/2009/2341 submitted to the Chief Officer for the Development and allocated reference number accorded the reference RC/2015/1074
<b>"Agreement"</b>	this agreement including the recitals, schedules and appendices hereto
<b>"Chief Officer"</b>	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
<b>"Commencement"</b>	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commencement" shall be construed accordingly
<b>"Development"</b>	the development of the Site in accordance with the Planning Permit
<b>"GST"</b>	goods and services tax under the Goods and Services Tax (Jersey) Law 2007
<b>"Index"</b>	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
<b>"Index-Linked"</b>	where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 10 prior to payment

<b>"Interest"</b>	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
<b>"Law"</b>	the Planning and Building (Jersey) Law 2002
<b>"Occupation" "Occupy" and "Occupied"</b>	occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
<b>"Plan"</b>	the plan contained in the Second Schedule to this agreement
<b>"Planning Permit"</b>	the planning permission for the Development reference P/2009/2341 as amended by application RC/2015/1074 a copy of which is attached in the Third Schedule and references to the Planning Permit include where the context permits any variations or amendments to the said planning permission from time to time
<b>"Public Art"</b>	work or works of art visible to the general public whether as part of a building or free standing including where appropriate sculpture, street furniture, lighting effects, paving, railings and signs, landscaping and/or architectural detailing or other matter described as such to be commissioned in accordance with paragraph 5b. of the Fourth Schedule and acquired (as required) using the Public Art Contribution
<b>"Public Art Contribution"</b>	either (i) the Public Art Financial Contribution or (ii) the establishment on the Development by the Owner of a work of Public Art, as the case may be
<b>"Public Art Financial Contribution"</b>	a financial contribution of Two Hundred and Sixty Five Thousand Six Hundred and Ten Pounds (£265,610)

	Sterling towards Public Art
<b>"Royal Court"</b>	the Royal Court of the Island of Jersey
<b>"Site"</b>	the property as shown by the diagonal hatching on the Plan and as is more fully described in the First Schedule upon part of which the Development is to be carried out
<b>"Sustainable Transport Contribution"</b>	a financial contribution of Sixty Eight Thousand Nine Hundred and Thirty Five Pounds (£68,935) Sterling towards the provision by the TTS Minister of such public transport services or to improve extant public transport services which the Chief Officer in his discretion considers are required as a consequence of the Development
<b>"TTS Minister"</b>	The Minister for Transport and Technical Services

## 2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.

- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

### **3 LEGAL BASIS**

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

### **4 CONDITIONALITY**

This Agreement is conditional upon:

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

save for the provisions of Clauses 9, 12, 14 and Paragraph 1 of the Fourth Schedule which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

### **5 OWNER COVENANTS**

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

### **6 PUBLIC REGISTRY OF CONTRACTS**

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

### **7 MISCELLANEOUS**

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or

expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 7.2 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.
- 7.3 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.
- 7.4 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 the Development.
- 7.5 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.
- 7.6 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.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 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.
- 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 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.

7.10 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.

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 Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

## **9 CHANGE IN OWNERSHIP**

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged.

## **10 INDEXATION**

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

## **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 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.



### **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 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 JURISDICTION**

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

## FIRST SCHEDULE

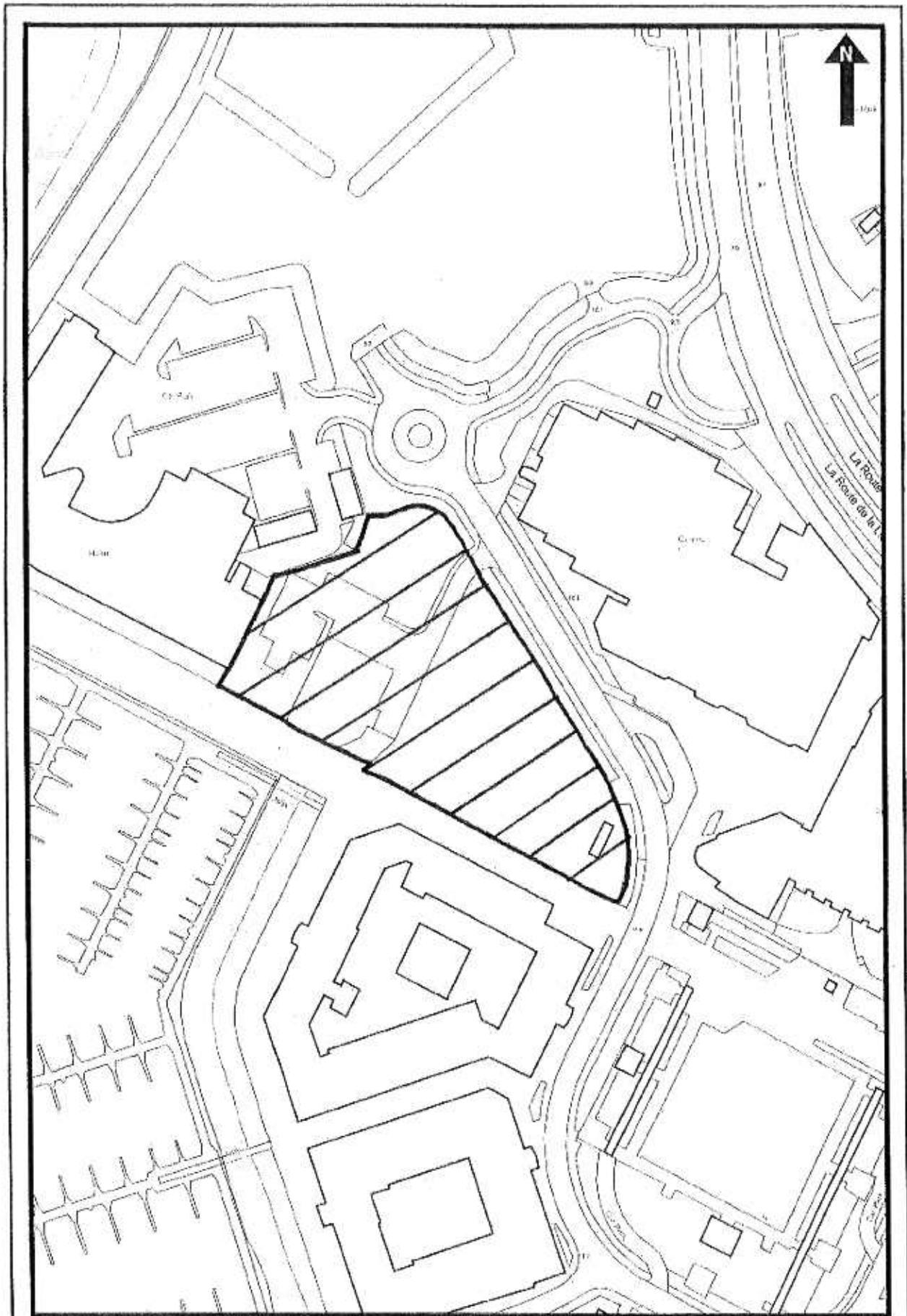
### **Details of the Owner's Title and description of the Site**

The site of the development to be known as Castle Quay Phase 2, Waterfront, St Helier, Jersey to be carried out by the Owner on the property forming part of the lands which the Owner acquired from Waterfront Enterprise Board Limited by contract dated 9 July 2004, to which contract reference should be made.

The whole as shown for the purposes of identification on the Plan.

SECOND SCHEDULE

**The Plan**



09 September 2015

Scale: 1:1500

mapping@gov.je



© STATES OF JERSEY PLANNING & ENVIRONMENT DEPARTMENT

States of Jersey

THIRD SCHEDULE

**The Planning Permit**

Jersey Development Company  
Ground Floor  
Dialogue House  
2-6 Anley Street  
St. Helier  
JE2 3QE

Planning Application Number RC/2015/1074

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

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 vary or remove a under Article 21 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

**Remove condition 3 (submission of Planning Obligation Agreement) from permission P/2009/2341 (Construct 3 No. blocks of offices, retail units and 280 No. residential units).**

To be carried out at:

**Castle Quay (Phase 2), La Rue de l'Etai, , St. Helier, JE2 3WF.**

**The removal of condition 3 is considered to be acceptable having due regard all of the material considerations raised, including the conclusion of the Planning Obligation Agreement within the timetable set by Standard condition A of P/2009/2341 and ahead of the commencement of development.**

### FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

The following plan(s) have been approved:

Location Plan  
Planning Statement

APPROVED

DECISION DATE:

The development may also require building permission, 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.

APPROVED

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**CAUTION**

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.

(P1; «P\_Ref\_no»; Page 1)

Planning and Environment Department  
**Planning and Building Services**  
South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508  
Fax: +44 (0)1534 445628



Planning Application Number P/2009/2341

# Planning Permit

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(1) 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 LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Construct 3 No. mixed blocks - offices, retail units and 280 No. apartments.  
Model available.

To be carried out at:

Castle Quay (Phase 2), The Waterfront, St Helier, JE2 3WF.

## 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.

**INFORMATIVE:** The proposed development complies with the Supplementary Planning Guidance prepared for the Waterfront in 2006. It complies with the advice given within the St. Helier Character Appraisal 2005, prepared by Willie Miller Urban Design. The design appearance, scale and form of the scheme is supported by the Waterfront Design Group. The scheme has been the subject of a well researched and prepared Environmental Impact Assessment.

APPROVED



# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

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. Prior to the commencement of any work on site the applicant shall prepare and submit to the Minister a Framework for the Construction Environmental Management Plan (CEMP) approved by the Minister for Planning and Environment. This plan should cover all aspects and elements that were the subject of the CEMP for Castle Quay 1 and those elements defined in Appendix 4.3 of the Castle Quays Phase 2 Environmental Impact Statement, Peter Brett Associates 2009.
2. All work on the site must comply with Supplementary Planning Guidance; Planning Advice Note 2 - Development of Potentially Contaminated Land (2005). For the avoidance of doubt this aspect must be included within the CEMP framework which must be approved by the Minister for Planning and Environment.
3. This consent should cease to be valid should a formal Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey) Law 2002 not have been submitted to and approved by the Minister for Planning and Environment 6 months from the date of this consent. This Planning Obligation Agreement shall cover:
  - The contribution to Sustainable Transport - £68,935
  - The contribution to Percentage for Art - £265,610

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

4. Should Methane Gas be encountered on the site the applicant must provide engineering mitigation to prevent ingress to any buildings. The proposed methodology to be subject to the approval of the Minister for Planning and Environment. For the avoidance of doubt this aspect must be included within the CEMP.
5. Contaminated Land Site Investigation - The applicant must ensure that during the 3 Phases of site investigation:  
  
Phase 1 Geo-Environmental Risk Report  
Phase 2 Geo-Environmental Ground Investigation and Interpretive Report  
Phase 3 Remediation Strategy  
  
that the methodology for each phase is submitted to and agreed by the Minister for Planning and Environment. The results of each phase will be submitted to the Minister prior to the progression of work to the subsequent phase. For the avoidance of doubt this aspect must be included within the CEMP framework.
6. All results from water samples taken shall be made available to the Minister for Planning and Environment prior to and during works on site via the access to the CEMP.
7. The developer shall ensure that there are regular and independent testing of water samples on site whenever the Minister for Planning and Environment deems this to be appropriate.
8. Air Quality - The applicant shall undertake Nitrogen Dioxide (No<sub>2</sub>) monitoring at the site entrance using passive diffusion tubes.
  - At least 6 months prior to construction
  - Throughout construction
  - For a period of 12 months after construction has been completed

All data must be presented to the Minister for Planning and Environment. For the avoidance of doubt this aspect must be included within the CEMP which must be presented to the Minister for Planning and Environment prior to the commencement of any work on site.

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

9. Noise - The design of the residential units should achieve the following internal noise levels due to noise ingress

Bedrooms; internal noise should not be greater than 30 dB (A)L  
Aeq, 16hrs (23.00-0700 hrs).

Living Rooms; internal noise should not be greater than 35 dB (A)L  
Aeq, 16hrs (07.00-23.00 hrs).

Kitchens; internal noise should not be greater than 45 dB (A)L  
Aeq, 16hrs (07.00-23.00 hrs).

The applicant shall supply evidence to the Minister for Planning and Environment that these levels have been achieved, prior to first occupation of the residential accommodation.

10. The ventilation systems proposed to the ground floor commercial uses shall be installed to the same specification as approved on Castle Quay Phase 1, Castle Quays - Commercial Units specification for kitchen ventilation system, 31<sup>st</sup> October 2008, Dandara. This system specification must ensure that there will be no adverse impact on residential units. Any variation in the design / system shall be subject to the approval of the Minister for Planning and Environment.
11. During the construction phase the scheme must comply with the BS5228 2009: Code of Practice for noise and vibration on construction and open sites. Any mitigation measures must be included in the CEMP framework which must be approved by the Minister for Planning and Environment prior to the commencement of any work on site.
12. The applicant shall prepare for the approval by the Minister for Planning and Environment a detailed site Waste Management Plan prior to the commencement of any work on site.
13. For the avoidance of doubt a secant pile system will be constructed from above sea level to a sufficient depth around the appropriate area of basement. The final basement configuration shall be submitted to and approved by the Minister for Planning and Environment prior to commencement of any works on site. Any variation from this approach must be agreed by the Minister.

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

14. Details of the external lighting scheme proposed for the development shall be submitted to the Minister for Planning and Environment for his approval within 6 months from the date of this consent. The details must include all fixtures and fittings their location and luminance.
15. The applicant must seek the consent of the Minister for Planning and Environment in the selection of a Landscape Architect for the scheme within 12 months of commencement of development. This scheme must address all hard and soft landscaping and all street furniture.
16. A detailed landscaping plan shall be prepared for the green roofs, which shall be submitted to and approved by the Minister for Planning and Environment within 12 months of commencement of the development.
17. Samples of all external finishes shall be submitted to and approved by the Minister for Planning and Environment within 12 months of commencement on site. This shall include samples of stonework, balconies and balustrading and the detailed design of all ground floor retail and non-retail uses, shop fronts and entrances, blinds, canopies and colonnades.
18. The parking hereby approved within the development shall be retained exclusively for the residential and commercial elements within the scheme, and for no other purpose.
19. The services of the project architect, Skidmore Owings and Merrill (SOM) shall be retained throughout all subsequent design stages of the proposed development. The development shall also be completed to the satisfaction of this architect and a written endorsement to this effect submitted to the Minister for Planning and Environment by the architect or another architect approved by the Minister.
20. The applicant shall ensure that the functioning of the lift within block A shall be inaudible to these apartments which adjoin the lift shaft. The applicant shall demonstrate to the Minister for Planning and Environment that he has taken measures to deliver this prior to the occupation of the building.
21. The applicant shall comply with the terms of the Castle Quay II, Delivery and servicing Plan.Doc.R01/Rev. 0 May 2010. Peter Brett Associates.

APPROVED

# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

22. Within 12 months of commencement of work on site the applicant shall prepare a scheme illustrating the proposed CCTV security coverage strategy and submit details of the proposed facility that is to be provided for the States of Jersey Police. This scheme to be submitted to and approved by the Minister for Planning and Environment.
23. Prior to first occupation all residential apartments shall achieve a level 3 Sustainability Rating as set out in the Code for Sustainable Homes, (Communities and Local Government, December 2006) or similar local relevant standard to be approved by the Minister for Planning and Environment. Compliance with this rating shall be certified by a registered assessor and shall be confirmed and approved by the Minister prior to the commencement of any work on site.
24. The work of art shall be delivered in the form as agreed by the Minister for Planning and Environment and detailed in the Statement dated 21st December 2009. The approved work of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.
25. Full details of the mechanical and electrical plant proposed for the building shall be submitted to the Minister for Planning for Environment. This plant must be considered as part of the approved sustainability strategy and this must be agreed by the Minister for Planning and Environment prior to the commencement of any work on site.
26. The scheme must provide bicycle storage space within the basement to the level as shown on the approved plans. The final layout to be agreed by the Minister for Planning and Environment prior to the commencement of any work on site.
27. Consent is not granted for any roof plant or enclosures. Such matters shall be subject to the preparation of detailed plans which must be approved by the Minister for Planning and Environment.
28. All ground level roads and footpaths within and around the proposed scheme, their finish and design shall be submitted to and approved by the Minister for Planning and Environment prior to the commencement of any work on site.

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

**Reason(s):**

1. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
2. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
3. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
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11. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
12. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.

APPROVED



# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

13. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
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22. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
23. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
24. So as to accord with the provisions of Island Plan policy BE12.
25. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
26. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.

APPROVED

# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

27. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.
28. To safeguard the visual amenities of the area and to comply with Policies G2 and G3 of the Island Plan 2002.

**FOR YOUR INFORMATION:**

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

A: Location Plan  
E: Plan - Level B2  
F: Plan - Level B1  
I: Plan - Level 2  
J: Plan - Level 3  
K: Plan - Level 4  
L: Plan - Level 5  
M: Plan - Level 6  
N: Plan - Level 7  
O: Plan - Level 8  
P: Plan - Level 9  
R: Typical Detailed Plans  
Z: Environmental Impact Statement  
AA: Non Technical Summary Environmental Impact Statement  
AD: Roof Plan  
AE: Elevations AA & BB North and South  
AF: Elevations CC & DD Building 'A' East and West  
AG: Elevations EE & FF Building 'B' East and West  
AH: Elevations GG & HH Building 'C' East and West  
AI: Section Building A, B & C  
AK: Location Plan 1  
AL: Proposed Site Plan  
AM: Plan - Level 1  
AN: Cover Sheet  
AO: Ground Floor Plan

**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**

APPROVED



# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2341

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.

13/09/2010

Signed



for Director

APPROVED

## FOURTH SCHEDULE

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

The Owner agrees and undertakes with the Chief Officer:

#### **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.

#### **SUSTAINABLE TRANSPORT CONTRIBUTION**

- 2 To pay to the Treasurer of the States the Sustainable Transport Contribution within fourteen (14) days of demand by the Chief Officer or before Occupation of the Development, whichever is earlier.
- 3 Not to Occupy the Development until the Transport Infrastructure Contribution shall have been paid to the Treasurer of the States.

#### **PUBLIC ART CONTRIBUTION**

- 4 Not to Occupy the Development until the Owner shall have discharged its obligation in respect of the Public Art Contribution in accordance with this Schedule.
- 5 At the election of the Owner, either:
  - a. to pay to the Treasurer of the States the Public Art Financial Contribution before Occupation of the Development; or
  - b. to commission at the Owner's own expense a work of Public Art to be sited on the Site subject to (i) a programme of implementation being agreed with and approved in writing by the Chief Officer and (b) the following being agreed with the Chief Officer as soon as reasonably practicable following Commencement of the Development:-
    - i. the design and materials for the work of Public Art;
    - ii. the proposed location of the work of Public Art; and
    - iii. the total cost of the work of Public Art (to include the cost of materials, equipment, designs, constructions, completion,

erection, commissioning and all other costs reasonably associated with the work of Public Art, such costs not to exceed the Public Art Financial Contribution (unless the Owner shall otherwise agree at its absolute discretion).

- 6 In the event that the Owner shall elect to commission the work of Public Art in accordance with paragraph 5b. of this Schedule, the Owner shall at its own expense arrange for the work of Public Art to be erected at the location approved at 5.b.ii. above before Occupation of the Development.


## FIFTH SCHEDULE

### Chief Officer's Covenants

- 1 The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Chief Officer shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Treasurer of the States of such payment.
- 3 The Chief Officer agrees to act reasonably in agreeing the details of the work of Public Art in accordance with 5b of the Fourth Schedule (if applicable).


Signed on behalf of the Chief Officer

by ...  ..... (PETER LE GREY) .....

in the presence of ...  ..... JOHN NICHOLSON  
this <sup>11<sup>th</sup></sup> day of September 2015

Signed on behalf of the Owner

by ...  ..... LEE HENRY .....

in the presence of ...  ..... SIMON NEAL  
this 11 day of September 2015