

**Planning Obligation Agreement under Article 25 of the  
Planning and Building (Jersey) Law 2002**  
relating to the development of No. 1, Jersey International  
Finance Centre, The Esplanade, St Helier

Dated: 28<sup>th</sup> January 2014

The Minister for Planning and Environment (1)

The States of Jersey Development Company Limited (2)

The Public of the Island of Jersey (3)

DATE 28<sup>th</sup> January 2014

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister");
- (2) The States of Jersey Development Company Limited of Harbour Reach, La Rue de Carteret, St Helier, JE2 4HR ("the Developer"); and
- (3) The Public of the Island of Jersey acting by the Treasury Minister, c/o Jersey Property Holdings, 23 Hill Street, St Helier, JE2 4UA ("the Owner").

**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 Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 3 The Developer warrants that it is the owner of a long leasehold interest in the Site (and other land) pursuant to a lease from the Owner passed before the Royal Court on 19 December 2008.
- 4 The Developer submitted an application to the Minister for planning permission for the Development and 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 and without such the Minister would not be so minded.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 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:

"Commencement"		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
"Development"		the development of the Site in accordance with the Planning Permit
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Index"		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
"Index-Linked"		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
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Law"		the Planning and Building (Jersey) Law 2002
"Occupation" and "Occupy"		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
"Plan"		the plan of the Site extracted from the Jersey Digital Map annexed to this Agreement as part of the First Schedule
"Planning Permit"		the planning permission for the Development a copy of which is attached at the Second Schedule

"Royal Court"		the Royal Court of the Island of Jersey
"Site"		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 by the Developer
"Transport Infrastructure Contribution"		a financial contribution of Two Hundred and Five Thousand Six Hundred Pounds (£205,600) Sterling Index-Linked towards the provision by the TTS Minister of such public transport services or to improve extant public transport services which the Minister in his discretion considers are required as a consequence of the Development
"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 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 Minister or the TTS 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 Developer and the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Developer and the Owner.

### **4 CONDITIONALITY**

This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

### **5 THE DEVELOPER'S AND THE OWNER'S COVENANTS**

The Developer and the Owner jointly and severally covenant and agree with the Minister as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Developer and 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 Minister 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 The Developer shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Developer or the Owner 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 - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning 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 the Developer and 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.
- 7.4 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 Developer) it is modified by any statutory procedure or expires prior to Commencement.
- 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 Site

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 or equitably permitted 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 by the Developer and the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 7.9 Nothing contained herein shall be construed as obviating the need for the Developer or the Owner to obtain or acquire from the Public of the Island of Jersey (in its public capacity) or the Parish of St Helier (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.10 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 on the part of the Developer and the Owner as contained herein.
- 7.11 The Developer and 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.
- 7.12 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 from acting upon any subsequent breach or default.

## **9 CHANGE IN OWNERSHIP**

The Developer and the Owner agree with the Minister to give the Minister 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 such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

**10 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 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 consideration 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.

**15 THE OWNER**

15.1 The Owner acknowledges and declares that this Agreement has been entered into by the Developer with its consent such that the Developer's leasehold interest in the Site shall be bound by the obligations contained in this Agreement and the Owner's interest in the Site that forms the demise of the Developer's interest shall take effect subject to this Agreement **PROVIDED THAT** the Owner shall have no liability under this Agreement unless it takes possession of any part of the Site that forms the demise of the Developer's interest during or prior to Occupation of the Development.

15.2 The Owner shall not be liable solely due to any legal interest it may hold in the Site at the time of completion of this Agreement save that successors in title from the Owner will be liable to comply with all and any obligations under this Agreement.

## FIRST SCHEDULE

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

The site of the development to be known as No. 1, Jersey International Finance Centre, The Esplanade, St Helier, Jersey to be carried out by the Developer on the property forming part of the lands reclaimed from the sea by the Owner and established on part of the areas of the foreshore which the Owner acquired from the Crown by two contracts, the first dated 16 December 1983 and the second dated 6 January 1995 (the Owner having also acquired, by compulsory purchase, all and such rights that both Les Pas Holdings Limited and Richard Arthur Falle, as Seigneur of the Fief de la Fosse, might have had to the said two areas of the foreshore abovementioned, all as confirmed by two Acts of the Royal Court dated 22 July 1998 and 12 February 1999 respectively, refer thereto).

The Developer has an interest in the majority of the Site pursuant to a lease of the Site and other land passed before the Royal Court on 19 December 2008 between the Owner and the Developer (under its former name, Waterfront Enterprise Board Limited), such lease being for a term of one hundred and fifty years from 19 December 2008 and expiring on 18 December 2158 (as such lease may be varied, renewed or extended from time to time).

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





SECOND SCHEDULE

**The Planning Permit**

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

Construct office block with associated basement and landscaping. Temporary relocation of existing public car park. (Digital Model Available)(EIS Submitted).

To be carried out at:

**Esplanade Quarter (Building 1), 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 to the Jersey Island Plan 2011 and all of the other material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP5, SP6, SP7, GD1, GD2, GD4, GD5, GD6, GD7, GD8, GD9, NE1, HE5, BE1, BE2, BE5, BE10, EO1, TT4, TT7, TT8, TT9, TT10, NR1, NR7, WM1, WM5, LWM2 and LWM2 of the Jersey Island Plan 2011. In addition, the development has been assessed against the Waterfront Supplementary Planning Guidance (April 2006), Masterplan for the Esplanade Quarter (April 2008), Masterplan Amendment (March 2011)

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

and the Esplanade Quarter Design Code (September 2008)

In this case, the proposed development is regarded as acceptable having balanced an assessment of the objectives of the various individual policies, and the Supplementary Planning Guidance documents. The Minister acknowledges the application delivers a proportionate amount of the Masterplan objectives, and does not preclude the full delivery of the Masterplan objectives in future phases of development.

In addition, the representations raised to the scheme have been carefully assessed. The Minister acknowledges the representations and has weighed them against the benefits delivered by the application. The Minister has further considered the issue of height, and by reference to the submitted information (including the Environmental Statement and digital model) plus the original and amended Masterplan, is satisfied that the application will not cause significant harm to the amenities of the local residents or the area generally. Taken as a package, the Minister believes the application to be a positive benefit, and that the potential impacts will not be unreasonable in all the circumstances

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 hereby permitted shall not be commenced until details of the appointed Landscape Architect have been agreed in writing by the Minister for Planning and Environment and the appointed Landscape Architects shall have submitted to and have approved in writing by the Minister for Planning and Environment, a scheme of landscaping which shall provide details of the following;
  - i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

the same ownership;

ii) the position of all new trees and/or shrubs, 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) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;

iv) the measures to be taken to protect existing trees and shrubs; and,

v) the arrangements to be made for the maintenance of the landscaped areas.

For the avoidance of doubt the scheme of landscaping shall include an expanded species list in the interest of biodiversity and for increased planting within the temporary car park on the south side of La Route de la Liberation and include details of all hard landscape to include arrangements to show pedestrians have priority over car park entrances; the segregation of cyclists and pedestrians in marked areas; all street furniture; roads and footpaths; areas of hardstanding; areas of public open space; flood protection measures; and, car park ramps. Outside the areas of mechanical and electrical plant on the roof, a sedum treatment shall be delivered.

2. All planting and other operations comprised in the landscape scheme hereby approved shall be carried out and completed prior to first occupation of any element of the development.

3. Prior to the commencement of development, a report setting out the arrangements for the management of the landscaped areas shall be submitted to and approved by the Minister for Planning and Environment, and that that any trees or plant(s) planted in accordance with the approved landscape scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season, unless the Minister for Planning and Environment gives written consent for a variation of the scheme.

4. Prior to the commencement of development, a report setting out the arrangements for maintaining free and unrestricted public access to the landscaped areas shall be submitted to and approved in writing by the Minister for Planning and Environment, to be implemented in full prior to first occupation, and maintained in perpetuity thereafter

5. No development shall take place until a scheme of foul drainage and surface water drainage (to include flow rates, and to cover the surface drainage of the relocated surface car park) has been submitted to and approved by the

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

Minister for Planning and Environment. The approved scheme shall be completed before the development is first brought into use.

6. Notwithstanding the information on the approved plans, prior to the commencement of development, full details including manufacturers specification and the proposed location of petrol interceptors shall be submitted to and approved in writing by the Minister for Planning and Environment as part of a comprehensive drainage strategy for the temporary car park, to be thereafter implemented in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.

7. Notwithstanding the information on the approved plans, prior to the commencement of development, full details of permeable paving / SUDS to be applied to all hard surfaced areas shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.

8. Prior to the development commencing a full BREEAM pre-assessment demonstrating that 'BREEAM Excellent' 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 drawn up by an appropriately qualified assessor. 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 Excellent' has been achieved.

9. 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 travel movements to and from the site. The Methodology for the Green Travel Plan shall cover a period of at least 10-years and 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, and a commitment to low carbon transport. No office accommodation shall be occupied until a Travel Plan coordinator has been appointed and their details forwarded to the Minister for Planning and Environment.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

10. Notwithstanding the information on the approved plans, prior to the commencement of development, full details including manufacturers specification of the proposed air source heat pumps shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.
11. 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.
12. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Minister for Planning and Environment. The approved work of art must be installed prior to the first use/occupation of any part of the development hereby approved.
13. Prior to the commencement of the development hereby permitted, full details of the provisions and arrangements to be made for the storage, sorting, recycling, collection and disposal of operational office 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.
14. Notwithstanding the information on the approved plans, prior to the commencement of development, full details of the relocated public recycling facilities currently at the Esplanade car park shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter made available in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.
15. Notwithstanding the information on the approved plans, prior to the commencement of development, full details of the proposed off-street servicing, including designated parking bays, shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter made available in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

16. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, full details of all external materials (including physical samples of the louvers / vertical fins) to be used to construct the development shall 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.

17. 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 excavation. Following completion of the excavation, and prior to commencement of construction, a Waste Management Completion Report shall be submitted to the Minister for Planning and Environment.

18. Prior to the commencement of development a Construction Environmental Management Plan shall be submitted to and agreed in writing by the Minister for Planning and Environment which shall thereafter be implemented in full until the completion of the development. The Plan shall set out a mechanism for independent environmental audit and include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include:

- A. A demonstration of best practice in relation to noise and vibration control; and control of dust and emissions;
- B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- C. Specified hours of working (to include that work resulting in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 4pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
- D. Details of any proposed crushing / sorting of waste material on site;
- E. Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing);
- F. Measures taken to detect and manage any asbestos;
- G. Proposed piling methods;
- H. Any arrangements for dewatering.

19. Unless otherwise agreed in writing by the Minister for Planning and Environment, prior to first occupation of the development hereby permitted the visibility lines must be provided for 50m at a point 2.4m back from the entrance

APPROVED



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

to the basement car park. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level. The access ramp is to have an approach ramp of no steeper than 5% for the first 4.8m. Any vehicle barrier or control point must be a minimum of 8m from the roadside kerb edge and prior to the commencement of development details of any traffic light control system should be submitted to and agreed in writing by the Minister for Planning and Environment to be implemented prior to first occupation and maintained in perpetuity thereafter.

20. Prior to the commencement of development a scheme of external lighting shall be submitted to and approved in writing by the Minister for Planning and Environment, to be implemented in full prior to first occupation and retained in perpetuity thereafter. Unless otherwise agreed in writing by the Minister for Planning and Environment all external lighting must be erected and directed in accordance with the Institution of Lighting Engineers Guidance Notes for the Reduction of Light Pollution 1994 (revised).

21. Prior to the commencement of development details of the CCTV installations shall be submitted to and approved in writing by the Minister for Planning and Environment, to be implemented in full prior to first occupation and retained in perpetuity thereafter.

22. Prior to the occupation of the development, a Flood Risk Assessment as applicable to the application site shall be submitted to and approved by the Minister for Planning and Environment, with any recommendations implemented prior to first occupation and thereafter maintained in perpetuity. The Methodology for the Flood Risk Assessment shall first have been agreed with the Minister for Planning and Environment.

23. Prior to the commencement of the development, a scheme for Air Quality Monitoring during the construction phase shall be submitted to and approved by the Minister for Planning and Environment, to be thereafter maintained until first occupation. The Methodology for the Air Quality Monitoring shall first have been agreed with the Minister for Planning and Environment, and shall include provision for remedial actions in the event that air quality drops below reasonable levels to be agreed in advance with the Minister for Planning and Environment.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

24. Prior to commencement of the development hereby permitted, a programme of recording and analysis of the elements of the sea wall to be removed, to the terms of a brief to be supplied by the Department, shall be submitted to and approved by the Minister for Planning and Environment, to be thereafter implemented.

25. Prior to the commencement of any work on site which shall affect the sea wall, a Method Statement shall be submitted to and approved in writing by the Minister for Planning and Environment itemising the procedures to be followed for works to the sea wall, including the elements of the wall which are to be relocated. All the specified works are to be undertaken prior to first occupation of any element of the development and are to be maintained in perpetuity thereafter.

26. Unless otherwise agreed in writing by the Minister for Planning and Environment, the replacement car parking on the south side of La Route de la Liberation shall be surfaced, demarcated, drained, accessible and in all other regards operational, prior to the loss of any car parking spaces within the existing Esplanade car park. The replacement car parking is approved on temporary basis only, to ensure a balance of 525 public spaces is maintained across the two sites. The temporary car parking shall cease to operate when 525 spaces have been re-introduced to the Esplanade site. At all times the number of operational spaces across the two sites shall comprise 525 public car spaces and 100 public motorcycle spaces (excluding the basement provision in the subject building). The temporary replacement car parking shall be made available for general public users on the same terms (in relation to charging mechanisms, length of stay and operating hours) as the existing Esplanade car park.

27. Prior to the commencement of development drawings shall be submitted to and approved in writing by the Minister for Planning and Environment to show the location of public parking facilities for 20 additional bicycles, with that provision being implemented prior to first occupation and maintained in perpetuity thereafter.

28. Prior to the commencement of development a phasing plan demonstrating how access is to be retained to the balance of the Esplanade car park shall be submitted to and approved in writing by the Minister for Planning and Environment. If any new access is required it shall be fully operational prior

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

to the closure of the existing access on the site of Building 4.

29. Prior to the commencement of development a detailed drawing (at no less than 1:20 scale) to show the entrance to the temporary car park at the junction of La Rue de L'Etai, specifically the geometry necessary to facilitate exit in both an easterly and westerly direction, shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first use and maintained in perpetuity.

30. 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. This will include: Phase 2 work to provide up-to-date site investigations and shall include ground conditions, soil, gas and groundwater data, across both the site of the proposed new building and the temporary car park; and Phase 3 Remediation and / or Risk Management, with Completion Report and Certificate to be issued prior to first occupation of any element. Where required by the Minister, the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the reporting of this to the Minister. For the avoidance of doubt the scope of all work must be agreed in writing in advance with the Minister for Planning and Environment and shall also include the site of the temporary car park.

31. Notwithstanding the conclusions reached within site investigation work, should any contamination be found during the course of development hereby approved, work shall cease and the Minister for Planning and Environment contacted immediately.

32. Prior to the commencement of development a Hydro-Geological Model shall be prepared for the site to fully understand the implications of the development on groundwater conditions. No development shall take place until details of this and any mitigation measures have been submitted to and approved by the Minister as part of a detailed application, with the mitigation measures to be implemented prior to first occupation and maintained in perpetuity thereafter. For the avoidance of doubt the scope of all work must be agreed in writing in advance with the Minister for Planning and

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

### Environment

33. On the conclusion of all detailed site investigations, the groundwater quality data and a groundwater quality change model shall be submitted to the Minister for Planning and Environment, and prior to the commencement of any development a programme of groundwater analysis and sampling shall be submitted to and agreed in writing by the Minister for Planning and Environment for whole construction phase. For the avoidance of doubt the applicant shall fund and allow reasonable independent audit water sampling on site by the Minister for Planning and Environment whenever the Minister deems this to be appropriate.

34. Prior to the commencement of development a Phasing Plan shall be submitted to and agreed in writing by the Minister for Planning and Environment. That Phasing Plan shall include details of the timetable for the delivery of the wider Esplanade Quarter works beyond Phase 1 (the Jersey International Finance Centre) to include the sinking of La Route de la Liberation and the balance of the works in the approved Masterplan for the Esplanade Quarter (as Amended). Thereafter the Esplanade Quarter works are to be undertaken in accordance with the agreed Phasing Plan.

35. Prior to the commencement of development a programme of works to deliver an Archaeological Watching Brief, by a named, suitably qualified and experienced archaeologist, to include actions in the case of discovery of archaeological resources, shall be submitted to and agreed in writing by the Minister for Planning and Environment, to be thereafter implemented in full in accordance with the agreed Brief.

### Reason(s):

1. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape and to deliver a high quality development in accordance with Policies SP7, BE2 and GD7 of the Jersey Island Plan 2013.
2. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to deliver a high quality development in accordance with Policies SP7, BE2 and GD7 of the Jersey Island Plan 2013.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

3. To mitigate against the potential failure of trees and plants, and the extent to which that might threaten the success of the approved landscape scheme and to deliver a high quality development in accordance with Policies SP7, BE2 and GD7 of the Jersey Island Plan 2013.
4. To deliver a high quality development in accordance with Policies SP, BE2 and GD7 of the Jersey Island Plan 2013.
5. To ensure satisfactory drainage arrangements in accordance with Policy GD2 and BE2 of the Jersey Island Plan 2011.
6. To ensure satisfactory drainage arrangements in accordance with Policy GD2 of the Jersey Island Plan 2011 and in the interests of preventing contamination, in accordance with Policy GD6, BE2 and NR1 of the Jersey Island Plan 2011.
7. To ensure satisfactory drainage arrangements in accordance with Policy GD2, GD2 and LWM2 of the Jersey Island Plan 2011.
8. In the interests of sustainable development and energy efficiency, in accordance with Policy SP2 and BE2 of the Jersey Island Plan 2011.
9. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011.
10. To ensure satisfactory drainage arrangements in accordance with Policy GD2 of the Jersey Island Plan 2011 and in the interests of delivering renewable energy in accordance with Policy NR7 and BE2 of the Jersey Island Plan 2011.
11. In the interests of promoting sustainable patterns of development and supporting economic growth and diversification, and to accord with Policy GD1, BE2 and SP5 of the Jersey Island Plan 2011.
12. To accord with the provisions of Policy GD8 and BE2 of the Jersey Island Plan 2011.
13. 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 GD1 and BE2 of the Island Plan,

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

2011.

14. For the avoidance of doubt and in the interests of providing adequate recycling facilities in accordance with Policy WM5 and BE2 of the Jersey Island Plan 2011.

15. In the interests of providing adequate service infrastructure, in accordance with Policy GD2 and BE2 of the Jersey Island Plan 2011.

16. To ensure a high quality of design and in accordance with Policies SP7, BE2 and GD7 of the Jersey Island Plan 2011.

17. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the Jersey Island Plan 2011.

18. In the interests of protecting the amenities of the area to accord with Policy GD1 and BE2 of the Jersey Island Plan 2011 and in the interests of preventing contamination, in accordance with Policy GD6, BE2 and NR1 of the Jersey Island Plan 2011.

19. In the interests of delivering suitable vehicle infrastructure, in accordance with Policy GD1 and BE2 of the Jersey Island Plan 2011.

20. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 and BE2 of the Jersey Island Plan 2011.

21. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 and BE2 of the Jersey Island Plan 2011.

22. In the interests of ensuring adequate service infrastructure in accordance with the requirements of Policy GD1 and BE2 of the Jersey Island Plan 2011

23. In the interests of ensuring adequate air quality in accordance with Policy NR3 and BE2 of the Jersey Island Plan 2011.

24. In the interests of the historic environment in accordance with Policy HE1 and BE2 of the Jersey Island Plan 2011.

25. In the interests of the historic environment in accordance with Policy HE1 and BE2 of the Jersey Island Plan 2011.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

26. In the interests of securing adequate car parking provision, in accordance with Policy TT10 and BE2 of the Jersey Island Plan 2011.
27. In the interests of securing adequate bicycle parking provision, in accordance with Policy TT4 and BE2 of the Jersey Island Plan 2011.
28. In the interests of securing adequate access and service infrastructure in accordance with Policy GD1 and BE2 of the Jersey Island Plan 2011.
29. In the interests of securing adequate access and service infrastructure in accordance with Policy GD1 and BE2 of the Jersey Island Plan 2011.
30. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD1, BE2, and GD6 of the Jersey Island Plan 2011.
31. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD1, BE2, and GD6 of the Jersey Island Plan 2011.
32. To ensure any long term impact of the scheme on groundwater conditions is clearly understood and any mitigation measures identified and to accord with Policy GD1, BE2, NR1 and GD6 of the Jersey Island Plan 2011.
33. To ensure any long term impact of the scheme on groundwater conditions is clearly understood and any mitigation measures identified and to accord with Policy GD1, BE2, NR1 and GD6 of the Jersey Island Plan 2011.
34. To ensure compliance with Policy BE2 of the Jersey Island Plan 2011.
35. To ensure adequate consideration of potential archaeological resources in accordance with Policy HE5 of the Jersey Island Plan 2011.

### 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) has/have been approved.

Existing Location Plan EPA/EJQ 00 001 P1  
Proposed Site Plan EPA/EQJ 00 100 P4

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

Proposed Ground Floor Plan EPA/EQJ 01 100 P4  
Proposed First Floor Plan EPA/EQJ 01 101 P4  
Proposed Typical Floor (2F, 3F and 4F) EPA/EQJ 01 102 P4  
Proposed Third Floor Plan EPA/EQJ 01 103 P3  
Proposed Fourth Floor Plan EPA/EQJ 01 104 P3  
Proposed Fifth Floor Plan EPA/EQJ 01 105 P4  
Proposed Roof Plan EPA/EQJ 01 106 P3  
Proposed Basement Plan EPA/EQJ 01 120 P4  
Proposed South West Elevation EPA/EQJ 02 100 P4  
Proposed North West Elevation EPA/EQJ 02 101 P4  
Proposed North East Elevation EPA/EQJ 02 102 P4  
Proposed South East Elevation EPA/EQJ 02 103 P4  
Proposed South East and South West Elevation EPA/EQJ 02 120 P2  
Proposed North East and North West Elevation EPA/EQJ 02 121 P2  
Proposed Facade Details South West and North West Elevation EPA/EQJ 02 200 P2  
Proposed Facade Details Sheet 2 EPA/EQJ 02 201 P2  
Proposed Facade Details Sheet 3 Axonometric EPA/EQJ 02 202 P1  
Proposed Facade Details Sheet 4 Axonometric EPA/EQJ 02 203 P0  
Proposed Section AA EPA/EQJ 03 100 P4  
Proposed Section BB EPA/EQJ 03 101 P4  
Proposed Site Sections AA & BB EPA/EQJ 03 120 P2  
Proposed Site Section Masterplanning Section EPA/EQJ 03 155 P5  
Proposed Site Section Esplanade Elevation EPA/EQJ 03 157 P4  
Design Statement: Landscape & Public Realm July 2013  
Design Statement  
Verified Views  
Percentage for Art Statement 7/7/2013  
Transport Assessment & Development Roads Strategy Report July 2013  
Travel Plan July 2013  
Refuse Strategy Report July 2013  
Car Park Strategy Report 2013  
Non- Motorised Users Report 2013  
Structural Design Intent  
BREEAM Offices Pre-Assessment  
Environmental Impact Statement Addendum  
Fire Safety Review  
Acoustics Planning Report  
Construction Noise and Vibration Assessment  
Code of Construction Practice

APPROVED



# Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0993

Environmental Action Plan  
Environmental Management Plan  
Environmental Assessment of Ground Conditions  
Master Phasing Report  
Crime Impact Statement  
Proposed Supplementary Planning Information

**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.**

DATE

Signed for Director

**DRAFT**

**APPROVED**

## THIRD SCHEDULE

### The Developer's and the Owner's Covenants with the Minister

The Developer and the Owner respectively in regard to the Site jointly and severally covenant, agree and undertake:

#### TRANSPORT INFRASTRUCTURE CONTRIBUTION

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

## FOURTH SCHEDULE

### Minister's Covenants

#### Repayment of contributions

- 1 The Minister hereby covenants with the Developer and the Owner to use or procure the use of all sums received by the Treasurer of the States from the Developer 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 Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Developer and the Owner that he will procure or arrange that the Treasurer of the States will pay to the Developer such amount of any payment made by the Developer 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.

Signed on behalf of the Minister

by [redacted]

ANDREW SCATE

in the presence of [redacted]

JOHN NICHOLSON

this 27<sup>th</sup> day of JANUARY 2014

Signed on behalf of the Developer

by [redacted]

LEE HENRY

in the presence of [redacted]

SIMON NEAL

this 23 day of January 2014

Signed on behalf of the Owner

by [redacted]

SEN PHILIP GOZOUF

in the presence of LAURA ROWLEY

TREASURER OF THE STATES.

this 27<sup>th</sup> day of January 2014