

In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the fifteenth day of July.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Old Courthouse Developments Limited and the Minister for Infrastructure in relation to the Old Court House Hotel, La Rue à Don, Grouville, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of the Old Court House Hotel, La Rue a Don,
Grouville, Jersey JE3 9FS

Dated

15 July

2016

The Chief Officer for the Environment(1)

Old Courthouse Developments Limited (2)

Minister for Infrastructure (3)

DATE

15 July

2016

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Old Courthouse Developments Limited of 13-14 Esplanade, St Helier, Jersey JE1 1EE ("the Owner")
- (3) Minister for Infrastructure P.O. Box 412 States Offices South Hill St. Helier JE4 8UY

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has title as set out in the First Schedule.
- 2 With the agreement of the Owner, the Planning Application has been submitted by Dandara Jersey Limited.
- 3 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.
- 4 The Planning Application relates in part to improvements to the public realm and the Minister for Infrastructure is party to this Agreement in his capacity as a highway authority
- 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:

“Chefs Tenants”		the “Tenants de la Commune du Fief de la Reine”
“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”		the date on which any operation (but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works) forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and “Commence” and “Commenced” shall be construed accordingly.
“Common”		Gorey Common (La Commune du Fief de la Reine) belonging to the Chefs Tenants.
“Cycleway Contribution”		the sum of twenty-five thousand pounds (£25,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Network.
“Development”		the development of the Site in accordance with the Planning Permit.

“Dwelling Unit”		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit.
“Footpath Contribution”		the sum of six thousand three hundred pounds (£6,300) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Footpath Works
“Footpath Works”		the works of upgrading of the existing hoggin footpath in the Offsite Works Area in accordance with the Footpath Works Specification.
“Footpath Works Specification”		the specification at the Seventh Schedule
“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;
“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.
“Minister for		the Minister for Infrastructure, including

Infrastructure”		his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time
“Occupation” “Occupy” and “Occupied”		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Off Site Works"		the Footpath Works.
“Off Site Works Area”		that part of the Common shown on the plan contained in the Sixth Schedule to this agreement in which the Off Site Works are to be carried out
“Off Site Works Permissions”		(i) written permission of the Chefs Tenants to the carrying out of the Offsite Works; and (ii) any permissions required under the Law and/or under any other statutory provisions to the carrying out of the Offsite Works, each in terms acceptable to the Owner (acting reasonably).
"Plan"		the plan contained in the Second Schedule to this agreement.
“Planning Application”		the application for planning permission in respect of the Site and described as “Demolish existing buildings and construct 14 No. two bedroom, 10 No.

		three bedroom and 1 No. four bedroom dwellings with associated ancillary buildings, parking, landscaping and vehicular access onto Pres de Douet.” and given the reference P/2016/0137.
"Planning Permit"		the planning permission for the Development as applied for and described in the Planning Application (P/2016/0137) a copy of which is attached in the Third Schedule.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		Old Court House Hotel, La Rue a Don, Grouville, Jersey JE3 9FS identified by a thick black edging and hatched black on the Plan (and more fully described in the First Schedule) upon which the Development is to be carried out.
"Street Lighting Works"		the provision of street lighting by the Minister for Infrastructure within the vicinity of the Site.
" Street Lighting Contribution"		the sum of thirty three thousand pounds (£33,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Street Lighting Works

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 and the Minister for Infrastructure the successors to their respective statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.
- 3.3 The Minister for Infrastructure enters into this Agreement in his capacity as a highway authority under the Loi (1914) sur la Voirie and Article 26 of the States Of Jersey Law 2005 and all other enabling powers
- 3.4 For the avoidance of any doubt the covenants, restrictions and requirements imposed upon the Owner under this Agreement and which are expressed to be enforceable by the Minister for Infrastructure are not only enforceable in contract as between the Owner and the Minister for Infrastructure but are also enforceable

by the Chief Officer as planning obligations pursuant to Article 25 of the Law

4 EFFECTIVE DATE

This Agreement 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 OWNERS 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 Where the Minister for Infrastructure's agreement, approval, consent or expression of satisfaction is required by the terms of this Agreement, such agreement, approval, consent or expression of satisfaction may be given by or on behalf of the Minister for

Infrastructure's by persons duly authorised by him in that regard and any notice or communication to the Minister for Infrastructure pursuant to the provisions of this Agreement shall be addressed to the Minister for Infrastructure's at the aforementioned address or as otherwise notified for the purpose by or on behalf of the Minister for Infrastructure in writing

- 7.3 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.
- 7.4 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 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.
- 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 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 Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.9 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 for Infrastructure 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 for Infrastructure under this Agreement are in addition to any of the Minister for Infrastructure's statutory powers.

- 7.10 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.
- 7.11 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.
- 7.12 Nothing in this Agreement shall be construed or interpreted in such a way or inference be drawn so as to place or create a duty of care upon the Minister for Infrastructure as a result of the Minister for Infrastructure being party to this agreement
- 7.13 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.
- 7.14 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 its interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal by the Owner of each Dwelling Unit to a purchaser for his own or his family or his tenant's Occupation.

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 paid.

10 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.

11 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.

12 GOODS AND SERVICES TAX

12.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

12.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

13 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 property presently an hotel known as "Old Court House Hotel" with the buildings, yards, swimming pool, gardens, parking areas, land and appurtenances depending therefrom constructed and established on the following properties:-

(a) the houses previously known as "Old Court House" and "Brooklet" with the buildings, gardens, land, yard and outbuildings together with all and any right to join against a wall as may still apply;

(b) certain buildings depending from "Old Court House";

(c) the house previously numbered 1 "Windsor Cottages", land or garden; and

(d) a piece of land being previously the east part of the property known as "Rosedale".

THE WHOLE joining together and forming a sole corpus fundi and having the UPRN 69115432 with the ownership of the walls of the north towards the parish road "Old Road", the party ownership (without offset) of four boundary stones (described below) of the west towards the property "Rosedale", the walls and offsets of the south towards Gorey Common ("La Commune du Fief de la Reine"), the party ownership of the granite wall of the east towards the property "Windsor Lodge" and the party ownership of a boundary stone (without offset) (described below) and of the gable of the east towards the property "Windsor House". JOINING partly by the west and partly by the north to the property belonging to "Portsmouth Roman Catholic Diocesan Trustees Registered" (having right by contract of gift, cession and transfer dated 13th December 1968 from the Reverend Albert Raymond Durand and others), by the remainder of the west to the property "Rosedale" belonging to Lilian Claire Le Chevalier, née Le Maistre, (having right as one of the devisees to the will of movable and immovable property of her late uncle John Philip Le Cornu registered by Act of the Royal Court dated 21st May 1993, which deceased had right, amongst other property and jointly with his late wife Clarisse Ann Le Cornu, née Le Maistre, who predeceased him, by contract of purchase dated 18th October 1930 from John Gordon Wall), partly by the south to Gorey Common ("La Commune" which includes the stream which runs along its northern

margin) belonging to the "Tenants de la Commune du Fief de la Reine" ("Chefs Tenants"), partly by the east and by the remainder of the south to the property "Willow Lodge" belonging to Peter Storrie and Susan Elizabeth Storrie, née Manley his wife (having right by hereditary purchase by contract dated 25th January 2013 from Ian John Blackman and Sandra Jacqueline Blackman, née Smith, his wife), by the remainder of the east to the property "Windsor House" belonging to Wendy Heather Geary, née Hairon, (having right by contract of gift, cession and transfer dated 20th December 2002 from Doreen Ethel Laffoley, née Sargeant) and bordering by the remainder of the north onto the parish road "Old Road".

The whole situate in the Parish of Grouville, Vingtaine des Marais and to which the Owner has right by contract of purchase dated 8th January 2016 from Farley Hotels Limited.

The Site is shown for the purposes of identification on the Plan.

SECOND SCHEDULE

The Plan



Axis Mason Digimap Licence No J74

AXIS MASON 3 Malabar St 1st Fl Jersey, JE2 3JG 152039101 WWW.AXISMASON.COM LONDON GLASGOW JERSEY GDAANSK DUBBAN			
Scale @ A1:	1:2500	Date:	JANUARY 2016
Project:	IM&D	Issue Status:	PLANNING
Co-ordinator:		Job No:	2004
		Drawing No:	000
		Revisor:	P3

Client:	DAVIDARA JERSEY LTD
Project:	OLD COURT HOUSE GOREY VILLAGE GROUVILLE
Drawing Title:	SITE LOCATION PLAN

Legend:	— Site boundary
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Rev	Description	Dim	Chg	Date

NOTES
 Please read drawings only and do not refer to this drawing for any other information. The drawings are for the use of the client only and are not to be used for any other purpose. The drawings are the property of Axis Mason and shall remain confidential. All drawings are to be used in accordance with the terms and conditions of the contract. This drawing must not be copied or reproduced in any form without the prior written permission of Axis Mason Ltd.
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THIRD SCHEDULE

The Planning Permit

**Department of the Environment
Planning and Building Services**

South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508



Date:

Mr I McDonald
Axis Mason Limited
3 Mulcaster Street
St Helier
JE2 3NJ

Planning Application Number P/2016/0137

Dear Sir/Madam

Application Address:	Old Court House Hotel, La Rue a Don, Grouville, JE3 9FS
Description of Work:	Demolish existing buildings and construct 12 No. two bedroom, 12 No. three bedroom and 1 No. four bedroom dwellings with associated ancillary buildings, parking, landscaping and vehicular access onto Pres de Douet. 3D MODEL AVAILABLE

Please find enclosed the decision notice for the above application.

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 please 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. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je.

Yours faithfully

Lawrence Davies
Planner, Development Control
Planning Services, South Hill, St. Helier, Jersey, JE2 4US
direct dial: +44 (0) 1534 448472
fax: +44 (0) 1534 445528
email: l.davies@gov.je

Planning Application Number P/2016/0137

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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:

Demolish existing buildings and construct 12 No. two bedroom, 12 No. three bedroom and 1 No. four bedroom dwellings with associated ancillary buildings, parking, landscaping and vehicular access onto Pres de Douet.

To be carried out at:

Old Court House Hotel, La Rue a Don, Grouville, JE3 9FS

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the submitted plans and other documents, as well as the consultations and representations received. The Planning Applications Committee, which determined the application, also undertook a site visit.

The approved scheme is for the residential redevelopment of the site, providing a total of 25 new dwelling units across the site (comprising 7 houses, and 18 apartments).

The new units will all comply with the department's published residential standards, with regard to internal space standards, and outside amenity areas. An appropriate level of car parking provision has also been made.

The overall density of the approved development is also considered to be

APPROVED

appropriate for the location.

This is an existing commercial site, sustainably located within the Built Up Area, wherein under the provisions of the Island Plan (in particular Policy H 6), new residential development is to be encouraged. There is also a requirement to ensure that sites are developed to their 'highest reasonable density'...commensurate with good design...and without unreasonable impact on adjoining properties' (Policy GD 3).

It is acknowledged that this application has led to a number of objections from nearby residents. The comments made have been taken into account, and certain alterations have been made to the scheme since it was first submitted in order to mitigate its impact on certain neighbours. These changes include re-siting and a reduction to the scale of the development along the site boundaries.

A significant proportion of this site is vacant at present, and the hotel has come to the end of its economic life. The site is within the Built Up Area and largely surrounded by other buildings; therefore, redevelopment of the site (in some form) is to be expected, and it is inevitable that any new development will have some impact on established neighbouring uses.

The test set out within the Island Plan is to ensure that new development does not cause 'unreasonable harm' to neighbouring residents (Policy GD 1). At the same time, the Island Plan requires the 'highest reasonable density' (to be) achieved for all developments, commensurate with good design...and without unreasonable impact on adjoining properties' (Policy GD 3).

Therefore, the issue of neighbouring impact must be balanced against the reasonable development expectations of the applicants.

Overall, the Committee, having carefully considered the scheme, is satisfied that this is a well-designed proposal which will not unreasonably harm neighbouring amenities, and which can be justified with reference to the 2011 Island Plan (revised 2014), in particular key policies SP 1 (Spatial Strategy), GD 1 (General Development Considerations), GD 3 (Density of Development), GD 7 (Design Quality), and H 6 (Housing Development within the Built-Up Area).

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

- A.** The development shall commence within five 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.

APPROVED

Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.
2. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, following the commencement of development during the demolition and construction phases, should any contamination not previously identified be found, the Department of the Environment shall be informed as soon as possible. No further development shall be carried out (unless otherwise agreed in writing with the Department) until the levels of potential contaminants in the ground have been investigated and any risks to human health or the wider environment assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.
3. No part of the development hereby approved shall be occupied until a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department 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 Department.
4. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
 - a) a demonstration of best practice in relation to noise and vibration control; and control of dust and emissions (such as noise and vibration, air, land and water pollution);

APPROVED

- 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 which would result in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm 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); and
 - f) measures taken to detect and manage any asbestos.
5. Notwithstanding the indications on the approved plans, prior to the commencement of any development on site, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Department of the Environment to be thereafter implemented prior to first occupation and maintained for the lifetime of the development.
 6. All planting and other operations comprised in the landscaping scheme hereby approved shall be completed prior to first occupation of any element of the development.
 7. Any trees or plants planted in accordance with the approved landscaping 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 with others of similar size and species, unless the Department of the Environment gives written consent to a variation of the scheme.
 8. Prior to the first use / occupation of the new development, a Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction in accordance with the submitted and approved PFA Statement.

Reason(s):

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

APPROVED

4. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure a high quality of design and in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (Revised 2014).
6. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (Revised 2014).
7. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policies GD 1 & NE 4 of the Jersey Island Plan 2011 (Revised 2014).
8. In accordance with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION:

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:

<http://www.gov.je/industry/construction/pages/constructionsite.aspx>

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at: http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

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

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

APPROVED

000 P3	Site Location Plan
010 P3	Existing Plans Ground Floor
011 P3	Existing Plans First Floor
012 P3	Existing Plans Second Floor
013 P3	Existing Plans Third Floor
020 P3	Existing Elevations North & South Elevations
050 P9	Proposed Site Plan
051 P11	Proposed Ground Floor Context Plan
060	Proposed Ground Floor Context Plan Comparison Layout
062	Context East & West Site Elevations Comparison Layout
100 P7	Proposed Floor Plans Apartment Block Ground Floor Plan
101 P7	Proposed Floor Plans Apartment Block First Floor Plan
102 P7	Proposed Floor Plans Apartment Block Second Floor Plan
103 P7	Proposed Floor Plans Apartment Block Third Floor Plan
104 P7	Proposed Floor Plans Apartment Block Roof Plan
105 P10	Proposed Floor Plans Cottages Ground and First Floor Plans
106 P9	Proposed Floor Plans Cottages Second and Roof Floor Plans
110 P5	Typical Unit Layouts
200 P7	Comparison of Existing & Proposed Context Elevations
201 P9	Context East & West Site Elevations
300 P7	Proposed Apartment Block South (Front) Elevation
301 P6	Proposed Apartment Block North (Rear) Elevation
302 P7	Proposed Cottages North (Front) Elevation
303 P9	Proposed Cottages South (Rear) Elevation
304 P8	Site Elevations: East & West
305	Visual Impact Old Road
310 P5	Proposed Section A-A, B-B, C-C
400 P4	Proposed Cottages Facade Details
401 P5	Proposed Apartment Block Facade Details
900 P7	Proposed Landscape Plan
	Design and Access Statement
	Percentage for Art Statement
	Transport Statement
	Floor Risk Assessment and Drainage Strategy Proposal
	Geoenvironmental Site Assessment
	Heritage Assessment
	Site Waste Management Plan
	Crime Impact Statement
	Planning Statement
	Ecological Survey
	Demolition Construction Environmental Management Plan

DECISION DATE: xx/xx/xxxx

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

FOURTH SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until this Agreement has been registered in the Public Registry of Contracts (there being disregarded for the purposes of this paragraph 1 only the words "(but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works)" in the definition of Commencement).

EASTERN CYCLEWAY

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of any part of the Development.
- 3 Not to Commence any part of the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

STREET LIGHTING WORKS

- 4 To pay the Street Lighting Contribution to the Treasurer of the States prior to the Commencement of any part of the Development.
- 5 Not to Commence any part of the Development until such time as the Street Lighting Contribution has been paid to the Treasurer of the States.

OFF SITE WORKS

- 6 Subject to the Minister for Infrastructure having procured the Off Site Works Permissions, to carry out and complete the Off Site Works at the cost of the Owner prior to the Occupation of any part of the Development.
- 7 Subject to the Minister for Infrastructure having procured the Off Site Works Permissions, not to Occupy any part of the Development until such time as the Off Site Works have been carried out and completed.

Or, in the alternative, to 6 and 7 above at the Owner's option in agreement with the Minister for Infrastructure (which agreement shall not be unreasonably withheld or delayed and shall be deemed to be given if the Minister for Infrastructure has not procured the Off Site Works Permissions within twelve (12) weeks following the date of this Agreement):

- 8 To pay the Footpath Contribution to the Treasurer of the States prior to the Commencement of Development.
- 9 Not to Commence the Development until such time as the Owner has paid to the Treasurer of the States the Footpath Contribution.

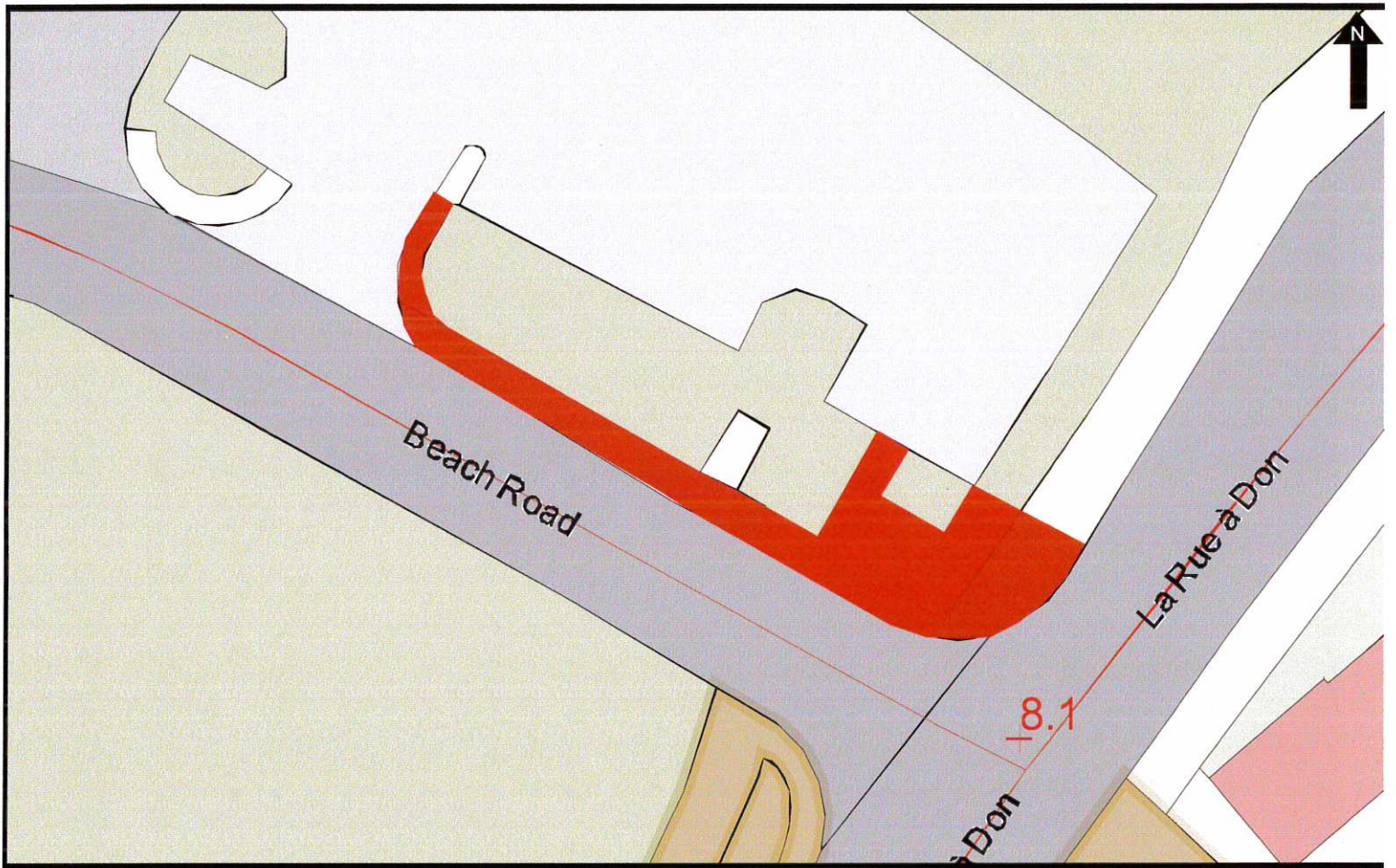
FIFTH SCHEDULE

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.
- 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 ten years of the date of receipt by the Treasurer of the States of such payment.

SIXTH SCHEDULE

Off Site Works Area



25 May 2016
Scale: 1:250
mapping@gov.je

Jersey Mapping



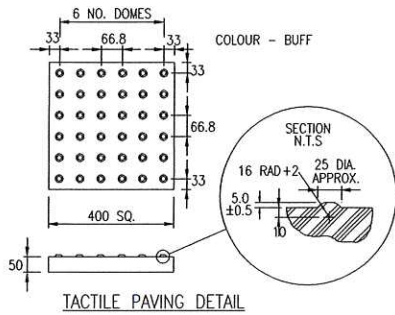
© STATES OF JERSEY PLANNING & ENVIRONMENT DEPARTMENT

States of Jersey

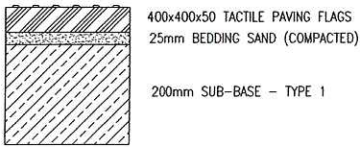


SEVENTH SCHEDULE

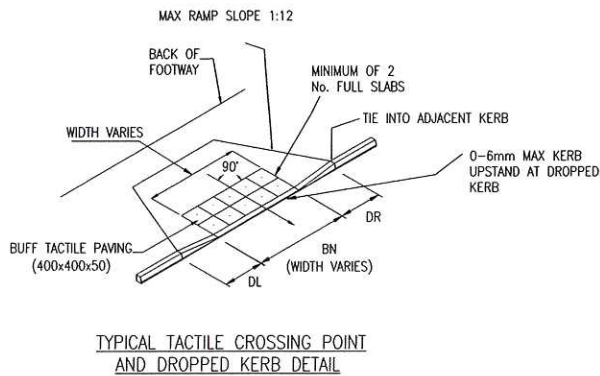
Footpath Specification



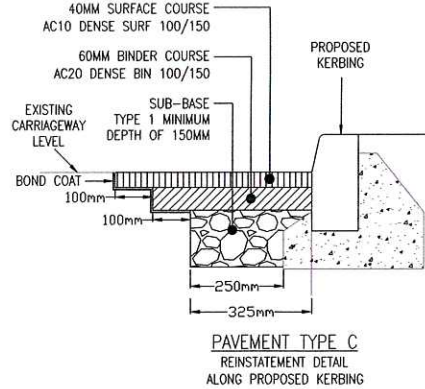
TACTILE PAVING DETAIL



TACTILE PAVING FLAGS CONSTRUCTION DETAIL



TYPICAL TACTILE CROSSING POINT AND DROPPED KERB DETAIL



PAVEMENT TYPE C REINSTATEMENT DETAIL ALONG PROPOSED KERBING

HEALTH AND SAFETY INFORMATION

- SIGNIFICANT OR EXCEPTIONAL RISKS ARE IDENTIFIED BELOW
- CONSTRUCTION PHASE
- PLEASE REFER TO THE HAZARD RISK REGISTER AND THE WORKS INFORMATION FOR DETAILS OF THE RISKS ASSOCIATED WITH THIS WORK.
 - IN PREPARATION OF CONSTRUCTION METHOD STATEMENTS CONSIDERATION SHOULD BE GIVEN TO THE CLOSE PROXIMITY OF ANY STRUCTURES THAT MAY BE AFFECTED BY CONSTRUCTION.
 - RESIDUAL HAZARDS ARE LISTED HERE AND REFERENCED ON THE DRAWING.
 - NOTHING SIGNIFICANT OR UNUSUAL.
 - THE CONTRACTOR SHALL REFER TO STATUTORY UNDERTAKERS LAYOUT DRAWINGS AND IDENTIFY LOCATIONS OF EXISTING UNDERGROUND SERVICES PRIOR TO CARRYING OUT EXCAVATION WORKS.

THE INFORMATION PROVIDED BY THE STATES OF JERSEY, CONTAINED WITHIN THIS DRAWING IS PROVIDED WITH THE EXPRESS AND FREQUENT PURPOSE OF ASSISTING THE RESPONDENT TO RESPOND TO THIS DRAWING. THIS INFORMATION SHALL BE CHECKED AND PROVIDED AS ACCURATE AND NOT BE SHOWN BY THE RESPONDENT WITH OTHER THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF THE STATES OF JERSEY. THE RESPONDENT AGREES THAT IT SHALL TAKE ALL NECESSARY PRECAUTIONS IN ORDER TO RESPOND TO THIS DRAWING AND CONFIRMS THAT THIS INFORMATION SHALL NOT BE USED FOR ANY OTHER REASON AND SHALL BE DESTROYED.

Drawing No. - Revision -

Rev.	Date	Details
-	xx/xx/xxxx	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Department for Infrastructure **States of Jersey**

Highways and Infrastructure Section

P.O. Box 412, States Offices,
South Hill, St Helier,
Jersey JE4 8LJ

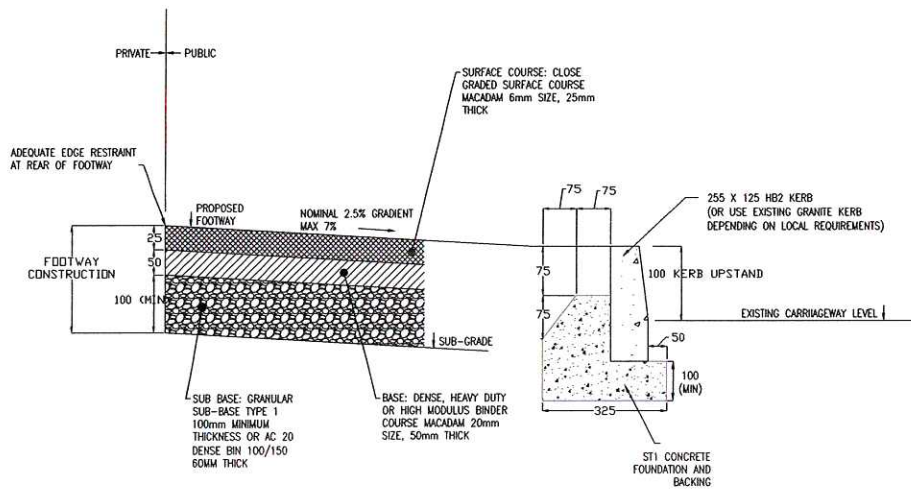
Tel: +44 (0)1534 446600 website: www.gov.je
Fax: +44 (0)1534 445529 email: dfi@gov.je

Project
Standard Details
-

Title
Tactile Paving and Dropped Kerbs at Uncontrolled Crossing
-

Drawn by: - Checked by: -
Scale: 1:?? @ A3 Date: 02/06/2015

Drawing No. - Revision -



CROSS SECTION THROUGH KERB/FOOTWAY

Drawing No. - Revision -

KEY

Rev.	Date	Details
-	xx/xx/xxxx	-

Department for Infrastructure States of Jersey
 Highways and Infrastructure Section
 P.O. Box 412, States Offices,
 South Hill, St Helier,
 Jersey JE4 8UJ
 Tel: +44 (0)1534 446690 website: www.gov.je
 Fax: +44 (0)1534 445529 email: dfr@gov.je

Project
 Standard Details
 -

Title
 Paved Footpath and Standard PCC Kerb
 -
 -

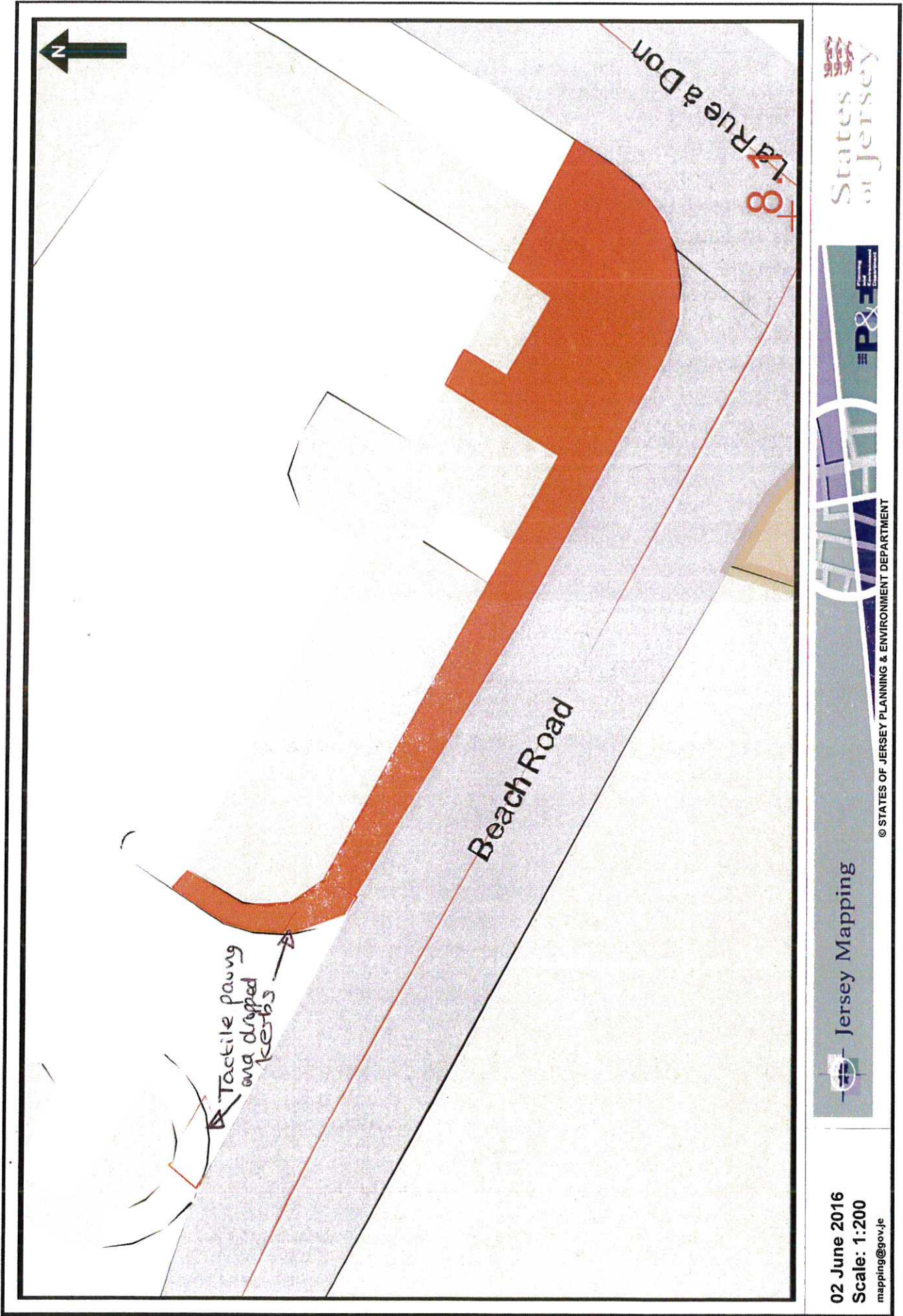
Drawn by: - Checked by: -
 Scale: 1:25 @ A3 Date: 02/06/2015

Drawing No. - Revision -

HEALTH AND SAFETY INFORMATION

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- PLEASE REFER TO THE HAZARD RISK REGISTER AND THE WORKS INFORMATION FOR DETAILS OF THE RISKS ASSOCIATED WITH THIS WORK.
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 - RESIDUAL HAZARDS ARE LISTED HERE AND REFERENCED ON THE DRAWING.
 - NOTHING SIGNIFICANT OR UNUSUAL.
 - THE CONTRACTOR SHALL REFER TO STATUTORY UNDERTAKERS LAYOUT DRAWINGS AND IDENTIFY LOCATIONS OF EXISTING UNDERGROUND SERVICES PRIOR TO CARRYING OUT EXCAVATION WORKS.

THE INFORMATION PROVIDED BY THE STATE OF JERSEY CONTRACTED SERVICE HAS PROVIDED TO BE PROVIDED WITH THE CONTRACT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING THE INFORMATION PROVIDED TO THE DRAWING. THE INFORMATION SHALL BE CHECKED AT THE CONTRACTOR'S OWN RISK AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INFORMATION PROVIDED TO THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING THE INFORMATION PROVIDED TO THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING THE INFORMATION PROVIDED TO THE DRAWING.



02 June 2016
 Scale: 1:200
 mapping@gov.je

Signed on behalf of the Chief Officer [redacted]
by

PETER LG GIBBSLEY .

in the presence of [redacted]

this 11th day of July . 2016 JOHN NICHOLSON

Signed on behalf of Old Courthouse Developments Limited

[redacted]
by

in the presence of ... [redacted]

this 8th day of July . 2016

Signed on behalf of the Minister for Infrastructure

by [redacted]

E. S. NOEL MINISTER

in the presence of [redacted]

this 15 day of July . 2016 D. R. ST. GEORGE