

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and eight, the twenty-third day of April.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Planning Obligation Agreement between Liberty Wharf 4 Limited and the Minister for Planning and Environment in relation to the Island Site Annex, La Route de la Liberation and Castle Street, St. Helier, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

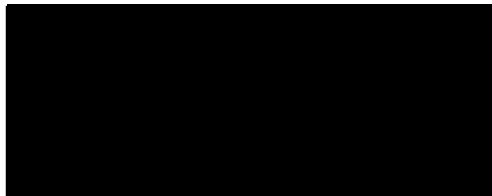
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**In the Royal Court of Jersey  
(Samedi Division)**

Her Majesty's Solicitor General has the honour to request the Court to order the registration in the Public Registry of this Island of a Planning Obligation Agreement entered into between Liberty Wharf 4 Limited and the Minister for Planning and Environment dated 8<sup>th</sup> April 2008, attached hereto.



**H.M. Solicitor General  
23<sup>rd</sup> April, 2008**

**Law Officers of the Crown  
H.M. Solicitor General**

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

relating to the development of the Island Site  
Annexe, La Route de la Liberation & Castle  
Street, St Helier for office development and  
associated ancillary accommodation

Dated : <sup>8<sup>th</sup> April</sup>  
2008

The Minister for Planning and Environment (1)

Liberty Wharf 4 Limited (2)

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DATE 8/4/2008

## PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St. Helier, Jersey, JE2 4US ("the Minister"); and
- (2) Liberty Wharf 4 Limited of 12 Castle Street, St Helier, Jersey JE2 3RT ("the Owner")

## RECITALS

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.

The Owner warrants that it is the long leaseholder of the Site thereto by virtue of those matters referred to in the First Schedule.

The Owner submitted the Application to the Minister and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.

The Owner acknowledges that this Agreement is legally binding.

Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister decided on 18<sup>th</sup> May 2007 to grant planning permission for the Development subject to the completion of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND SEALED THIS AGREEMENT WITNESSES AS FOLLOWS:

## EXPLANATORY PART

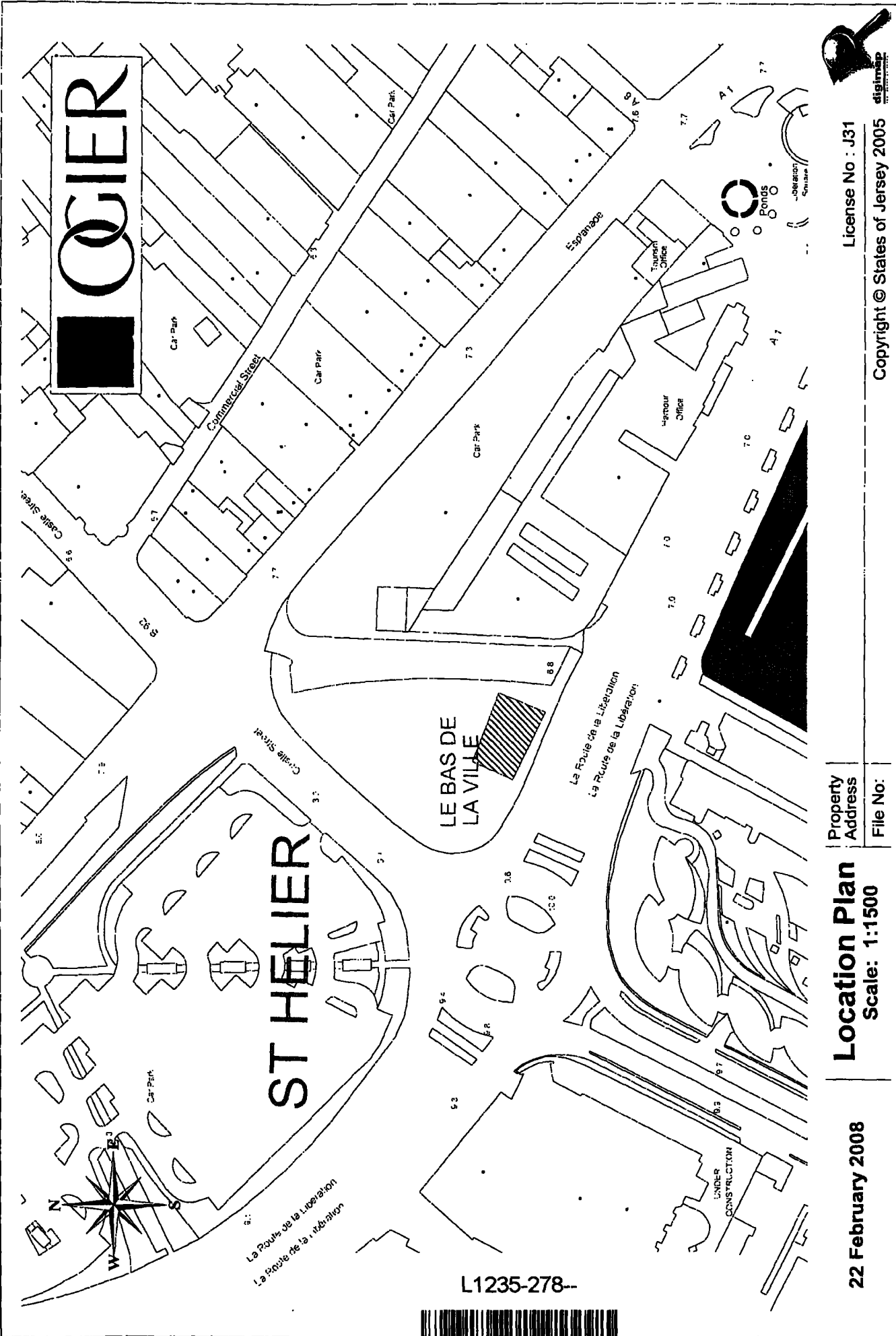
### DEFINITIONS

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

"Application"	the application for planning permission dated 7 <sup>th</sup> March 2007 submitted to the Minister for the Development and allocated reference number P/2007/0557
"Commencement of Development"	the date on which any use or operation forming part of the Development begins to be carried including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
"Development"	the Development of the Site for offices and associated ancillary accommodation as set out in the Application
"GST"	means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007

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# OGIER



License No : J31

Copyright © States of Jersey 2005

Property Address
File No:

**Location Plan**  
Scale: 1:1500

22 February 2008

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"Highways Contribution"	means 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 the purposes of new pedestrian crossings or for such other planning purposes arising from the Development as the Minister shall consider being reasonably appropriate in the circumstances
"Index"	all Items Index of Retail Prices for Jersey as issued 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
"Plan"	the plan attached to this Agreement
"Planning Permit"	the planning permission subject to conditions to be granted by the Minister pursuant to the Application as set out in the Second Schedule
"Public Art Contribution"	means a financial contribution of thirty five thousand six hundred and twenty five pounds (£35,625) to be paid by the Owner to the Treasurer of the States to be applied by the Minister towards the provision of public art (including where appropriate sculpture, street furniture, landscaping and/or architectural detailing) such provision to be entirely at the discretion of the Minister in terms of size nature artistic influence and geographical location or for such other planning purposes arising from the Development as the Minister shall consider to be reasonably appropriate in the circumstances
"Site"	the land against which this Agreement may be enforced as shown hatched black on the Plan
"Treasurer of the States"	the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005

## 2 CONSTRUCTION OF THIS AGREEMENT

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

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regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.

2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.

2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

### **3 LEGAL BASIS**

3.1 This Agreement is made pursuant to Article 25 of the Law.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner.

### **4 CONDITIONALITY**

This Agreement is conditional upon:

4.1 being registered in the Royal Court as evidenced by an Act of the said Court; and

4.2 the grant of the Planning Permit

save for the provisions of Clauses 8.1 and 14 (legal costs clause and jurisdiction clause) which shall come into effect immediately upon completion of this Agreement.

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

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

### **6 THE MINISTER'S COVENANTS**

The Minister covenants with the Owner as set out in the Fourth Schedule.

### **7 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.

### **8 MISCELLANEOUS**

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

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- 8.2 Where the agreement, approval, consent or expression of satisfaction is required by 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 of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.3 Any notices on the Owner shall be deemed to have been properly served if sent by recorded delivery to and addressed to it at the address set out above or as otherwise notified for the purpose by notice in writing and that service on one party at that address shall also be deemed to be service on the other.
- 8.4 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.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.6 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.
- 8.7 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.
- 8.8 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 Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 All communications and notices served or made under this Agreement shall be in writing.

## **9 WAIVER**

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

## **10 CHANGE IN OWNERSHIP**

The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests 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 or unit of occupation purchased by reference to a plan. For the avoidance of doubt the Owner shall not be obliged to notify the Minister of the granting of any sub-leases over the Site or any part thereof.

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**11 INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

**12 INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

**13 GST**

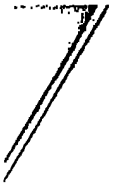
All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable

**14 JURISDICTION**

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

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## FIRST SCHEDULE

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

The Owner has an interest in the Site as follows:

The Owner is the sub-tenant of the Island Site Annex of which the Site forms part thereof pursuant to a sub-lease passed before the Royal Court on 14<sup>th</sup> day of October 2005 between the Waterfront Enterprise Board Limited, the Owner and the Public of the Island of Jersey.

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**Planning and Environment Department  
Planning and Building Services**

South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508  
Fax: +44 (0)1534 445528

**SECOND SCHEDULE**

Form of notice of planning permission

Mr P Crean  
Islands Development Limited  
Albert House  
La Route De La Liberation  
St Helier  
JE2 3NJ

Planning Application Number P/2007/0557

# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

**IMPORTANT NOTICE**

**This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. 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.

Office development and associated ancillary accommodation.

To be carried out at:

**Island Site Annex, La Route de la Liberation & Castle Street, St. Helier.**

**INFORMATIVES:**

- 1. The comments of the Health and Social Services Department as expressed in their letter of 31 August, 2005 are drawn to the attention of the applicant.**
- 2. The comments of the Parish of St. Helier as expressed in their letter of 26 March 2007 are drawn to the attention of the applicant.**
- 3. Details of the new treatment of public footways such as the materials proposed, specification, position and surface drainage must be agreed with the Transport and Technical Services Department.**

<sup>1</sup> CAUTION

This decision is purely permissive and in no way

# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2007/0557

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. Notwithstanding the details on the approved plans the applicant shall submit for the approval of the Minister for Planning and Environment details and samples of all external materials. This shall include samples of the proposed granite and the details of the balconies.
2. Notwithstanding the details on the approved plans no plant or ducting on the roof shall extend higher than the louvre panels. The louvre panels themselves must not extend beyond the height indicated on the approved plans.
3. All new planting illustrated on the approved plans shall be implemented in the first planting season following the completion of the development. Any planting which fails within the first 3 years shall be replaced to the satisfaction of the Minister.
4. All proposed hard landscaping and other features illustrated on the approved plans shall be implemented prior to the occupation of the proposed Offices.
5. The applicant shall implement all recommendations within the Waste Management Plan (WSP 2005) to the satisfaction of the Minister for Planning and Environment.
6. The applicant shall implement the recommendations within the Report prepared by Ove Arup (September 2001) in relation to:-

### CAUTION

This decision is purely permissive and in no way overrule, any other permission that may be granted. It does not absolve the applicant of the land to which a permission relates.

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(P1; P/2007/0557; Page 2)

concerned from obtaining, nor does it  
v. In addition, it does not overrule any  
> obtain the permission of the owner

# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2007/0557

- i) Design Note No. 1 : Asbestos Contamination.
  - ii) Design Note No. 2: Geotechnical Report.
  - iii) Design Note No. 3: Drainage Survey and CCTV Study.
7. The applicant shall prepare a localised site assessment of the Health and Safety issues involved in the development of the site to be approved by the Minister.
  8. The parking alteration within the basement car park shall be as follows:  
Office Building (West) - 34 spaces  
Hotel (Island Site) - 12 spaces  
Present Application - 8 spaces  
These spaces shall be marked out and reserved for these users only. No variation from this arrangement may be made without the approval of the Minister.
  9. The building hereby approved shall not be occupied until such time as the pedestrian crossings of the east and westbound slip roads above the underpass have been implemented to the specification to be supplied by the Transport and Technical Services Department.
  10. A Travel plan must be submitted to and approved by the Minister for Planning and Environment within 3 months from the date of this consent.

### Reason(s):

1. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
2. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
3. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
4. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.

### CAUTION

This decision is purely permissive and in no overrule, any other permission that may be r private property rights, nor does it absolve a of the land to which a permission relates

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(P1; P/2007/0557; Page 3)

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# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2007/0557

5. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
6. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
7. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
8. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
9. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.
10. To protect and enhance the character and amenity of the area and ensure the proper and appropriate development of the site.

### FOR YOUR INFORMATION:

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

- N: Ground Floor
- O: First Floor
- P: Second Floor
- Q: Third Floor
- R: Fourth Floor
- S: Roof Plan
- T: Proposed Section
- U: Proposed Elevations North & East
- V: Proposed Elevation South & West
- W: Proposed Facade Materials 1
- X: Proposed Facade Materials 2
- Y: Proposed Facade Materials 3
- Z: Proposed Landscape Site Plan

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#### CAUTION

This decision is purely permissive and does not overrule, nor does it override any other permission, private property rights, nor do the provisions of this permit relate to the land to which a permission relates.



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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2007/0557

**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.**

8 October 2007 Signed

for Director

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**CAUTION**

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

(P1: «P\_Ref\_no»; Page 2)

**THIRD SCHEDULE****The Owner's Covenants with the Minister**

The Owner covenants and agrees and undertakes:

**Public Art**

- 1 to pay to the Treasurer of the States the Public Art Contribution on the execution of this Agreement

**Highways**

- 2 to pay to the Treasurer of the States the Highways Contribution on the execution of this Agreement

**FOURTH SCHEDULE****MINISTER'S COVENANTS****Repayment of contributions**

- 1 The Minister 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 (namely the Public Art Contribution and the Highways Contribution) 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 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 seven years of the date of receipt by the Treasurer of the States of such payment.

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Signed on behalf of Liberty Wharf 4 Limited

By .....

[Redacted Signature]

[Redacted Name]

In the presence of .....

This 5th day of MARCH 2008

Signed on behalf of the Planning Minister

by .....

[Redacted Signature]

in the presence of .....

[Redacted Name]

this 8 day of April 2008

