

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-three, the sixth day of October.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Queensway House Limited in relation to 10 Queensway House, Queen Street, St Helier, be registered in the Public Registry of this Island.

A black rectangular box redacting a signature.

Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of 10, Queensway House, Queen Street, St Helier

Dated 6th October

2023

The Chief Officer for the Environment (1)

Queensway House Limited (2)

DATE

6th October

2023

PARTIES

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**");
- (2) **Queensway House Limited**, a limited liability company incorporated in Jersey with registration number 106081 whose registered office is situate at International House, Don Road, St. Helier, JE2 4JE, Jersey ("**the Owner**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has right by contract of hereditary purchase passed before the Royal Court from Queensway Properties (St Helier) Limited (under the Owner's former name "Redevco Jersey Limited") by contract dated 13 August 2010.
- 2 The Applications were submitted for planning permission for the Development.
- 3 Having regard to the purposes of the Law, the Island Plan 2022-2025 and all other material considerations, the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 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:

| | |
|---|---|
| "Agreement" | this agreement including the recitals and schedules hereto; |
| | |
| "Applications" | the application for planning permission (accorded the reference P/2021/1962) in respect of the Site and described as: "Convert existing attic space to create 6.no two bed and 2.no. one bed residential units. Relocate roof access room and stairs. Create bin store, cycle store and install 21.no. bicycle stands to East elevation" respectively; |
| | |
| "Chief Officer" | the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the Government responsible for planning and building in accordance with Article 1 of the Law; |
| | |
| "Commencement" | the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development permitted by the Planning Permits or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly; |
| | |
| "Development" | the development of the Site as set out in the Planning Permits; |
| | |
| "Eastern Cycle Route Network Contribution" | a financial contribution of Ten Thousand Eight Hundred Pounds (£10,800) Sterling towards |

| | |
|--|---|
| | the Eastern Cycle Route Network as accounted for by IHE Operations (acting reasonably) to the Owner; |
| | |
| "GST" | goods and services tax under the Goods and Services Tax (Jersey) Law 2007; |
| | |
| "IHE Operations" | the Operations and Transport team of the Infrastructure, Housing and Environment Department of the States of Jersey from time to time; |
| | |
| "Index" | the all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey; |
| | |
| "Interest" | interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time; |
| | |
| "Island Plan 2022-2025" | The States of Jersey Island Plan, 2022-2025 (as amended from time to time); |
| | |
| "Law" | the Planning and Building (Jersey) Law 2002; |
| | |
| 'Occupation', 'Occupy' and 'Occupied' | means occupation for the purposes permitted by the Planning Permits 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 attached at the First Schedule to this Agreement; |
| | |
| "Planning Permit" | the decision notice providing planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which in draft is attached at the Second Schedule and references to "the |

| | |
|----------------------------|--|
| | Planning Permit" include, where the context permits, any variations to the said planning permission from time to time; |
| | |
| "Residential Units" | the residential unit of accommodation to be constructed upon the Site as part of the Development; |
| | |
| "Royal Court" | the Royal Court of the Island of Jersey; |
| | |
| "Site" | 10, Queensway House, Queen Street, St Helier as shown edged by a red line on the Plan; and |
| | |
| | |

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 Government 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 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall

include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notice, codes of practice and guidance made under it.

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

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

3 LEGAL BASIS

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

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

4 CONDITIONALITY

This Agreement is conditional upon:

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

save for the provisions of Clauses 10 and 13 which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the Royal Court.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third 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 CHIEF OFFICER COVENANTS

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

7. 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.

8 MISCELLANEOUS

- 8.1 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 Group Director for Regulation and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Group Director for Regulation at Infrastructure and Environment Department PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified by the Chief Officer to the Owner for the purpose by notice in writing.
- 8.2 Any notices on Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at the address referred to above or sent by e-mail to the Owner's e-mail address as stated on the signature page or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permits) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief

Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.

- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 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 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.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 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.

10 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 its 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 but this obligation shall not extend to the disposal of any individual Residential Units to a purchaser for his own, his family or his tenant's Occupation.

11 INDEXATION

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

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 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.

14 GOODS AND SERVICES TAX

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

14.2 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.

15 JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

FIRST SCHEDULE
The Plan

This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified. The originator commencing any work or producing shop drawings. The originator should be notified immediately of any errors. This drawing is copyright and remains the property of Socrates Architects.

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| Revision | Description | Drawn | Date | Checked |
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Socrates Architects

M +44 (0) 7829998821

T +44 (0) 1534 639773

studio@socratesarchitects.com

socratesarchitects.com

Client's Name

Job Title

Site Location Plan

Drawing Title

Queensway House

Scale
1 : 2500 @A4

Job No

Drawing No

XXXXXX (SK)032-00

Status

Rev



SECOND SCHEDULE
The Draft Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1962

DRAFT PLANNING PERMISSION

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Convert existing attic space to create 6.no two bed and 2.no. one bed residential units. Relocate roof access room and stairs. Create bin store, cycle store and install 21.no. bicycle stands to East elevation.

To be carried out at:

10 Queensway House, Queen Street, St. Helier, JE2 4WD.

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 consultations and representations received.

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

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

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1962

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

Condition(s):

1. Prior to commencement of the development hereby approved, details of the following shall be submitted to and approved in writing by Planning Department. These works shall thereafter be carried out in full in accordance with such approved details prior to first occupation:
 - i) Bin Store
 - ii) Cycle Storage
 - iii) Ground floor external lighting
 - iv) Gates and boundary treatment to bin and cycle stores
2. Prior to the occupation of the development hereby approved a Waste Management Strategy shall be submitted to and approved in writing by the Department in consultation with the Parish of St. Helier Refuse Manager, and thereafter be carried out and retained in full in accordance with such approved details.
3. Prior to the occupation of the development hereby approved full details of the rooftop amenity space including landscaping, enclosure, lighting and floor material details shall be submitted to and approved in writing by the Department implemented in full prior to first occupation and thereafter carried out and retained in full in accordance with such approved details.
4. No less than 1 (total) bird nesting boxes shall be erected on the site prior to first occupation of the approved development and thereafter retained.
5. A Percentage for Art contribution as agreed must be delivered in accordance with a Public Art Statement (received 08/06/2022) submitted to and approved by the Department. The approved work of art must be installed on the development prior to the first occupation of any part of the development hereby approved.

Reason(s):

1. These details are not included in full in the application and are required to be submitted and agreed by the Department to ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building and place, as well as the amenities of existing and future occupiers in accordance with Policies SP4, GD1, GD6 HE1 and H1 of the Bridging Island Plan 2022.
2. To safeguard the character and appearance of the area and to preserve the amenities of future and neighbouring occupiers in accordance with Policies GD1, GD6 and H1 of the Bridging Island Plan 2022.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1962

3. To safeguard the character and appearance of the area and to preserve the amenities of future and neighbouring occupiers in accordance with Policies GD1, GD6 and H1 of the Bridging Island Plan 2022.
4. To contribute towards biodiversity net gain in accordance with Policy NE1 of the Bridging Island Plan 2022.
5. To accord with the provisions of Policy GD10 of the Bridging Island Plan 2022.

FOR YOUR INFORMATION

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

The following plans have been approved:

(SK) 032-00 - Site Location Plan
GA(12)-200 Rev 1 - Proposed Typical Longitudinal Elevation & Section AA - BB
GA(12)-201 Rev 1 - Proposed Typical Longitudinal Sections EE, FF & GG
GA(12)-202 Rev 1 - Proposed Typical Longitudinal Sections
GA(11)-200 Rev 1 - Proposed South Elevation
GA(11)-201 Rev 2 - Proposed North Elevation
GA(10)-299 Rev 1 - Proposed Drainage and Services
GA(10)-204 Rev 1 - Proposed Roof Plan GA(10)-203 Rev 1 - Proposed Third Floor Plan
GA(10)-202 Rev 1 - Proposed Second Floor Plan
GA(10)-201 Rev 1 - Proposed First Floor Plan
GA(10)-200 Rev 1 - Proposed Upper Ground Floor Plan
GA(10)-199 Rev 1 - Proposed Lower Ground Floor Plan
GA(10)-020 Rev 1 - Proposed Site Plan GA(11)-202 Rev 3 - Proposed Courtyard Elevations

DECISION DATE:

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1962

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

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

APPROVED

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

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than fourteen (14) days' notice in writing of its intention to do so.

SUSTAINABLE TRANSPORT CONTRIBUTION

- 2 To pay to the Treasurer of the States the Eastern Cycle Route Network Contribution not more than 28 days prior to Commencement.
- 3 Not to Commence the Development until the Eastern Cycle Route Network Contribution shall have been paid to the Treasurer of the States.

FOURTH SCHEDULE
Chief Officer's covenants

Repayment of contributions

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of 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 or if this Agreement shall cease to have effect pursuant to Clause 8.4 or otherwise within five (5) years of the date of receipt by the Treasurer of the States of such payment, together with Interest on such unused amount from the date of such receipt to the date of its repayment to the Owner pursuant to this covenant.

Signed on behalf of the ~~Chief Officer~~

by . . .

in the presence of

this 6th day of October 2023

Signed on behalf of Queensway House Limited

by

in the presence of

this 1st day of September 2023