

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the twenty-second day of April.

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 and Eagle House Limited in relation to Eagle House, La Colomberie, St Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

APPLEBY

Dated

- (1) **THE CHIEF OFFICER FOR THE ENVIRONMENT**
- (2) **EAGLE HOUSE LIMITED**

PLANNING OBLIGATION AGREEMENT

In relation to Eagle House, La Colomberie, St Helier, JE2 4QB

Jersey office
13-14 Esplanade
St Helier, Jersey
JE1 1BD

200193.0188

6406507v1

APPLEBY**CONTENTS**

Clause	Page
1. DEFINITIONS AND INTERPRETATION	3
2. LEGAL BASIS	5
3. CONDITIONALITY	5
4. THE OWNER'S COVENANTS	6
5. PUBLIC REGISTRY OF CONTRACTS	6
6. MISCELLANEOUS	6
7. CHIEF OFFICER COVENANT	7
8. WAIVER	7
9. CHANGE IN OWNERSHIP	7
10. INDEXATION	7
11. INTEREST	7
12. DISPUTE RESOLUTION	8
13. GOODS AND SERVICES TAX	8
14. FORCE MAJEURE	8
15. GOVERNING LAW AND JURISDICTION	8
SCHEDULE 1	9
Plan 1	
SCHEDULE 2	10
The Planning Permit	10
SCHEDULE 3	11
The Owner's Covenants with the Chief Officer	11
SCHEDULE 4	12
Chief Officer's Covenants	12
SIGNATORIES	13

APPLEBY

THIS AGREEMENT is dated April 2024

PARTIES

- (1) The **CHIEF OFFICER FOR THE ENVIRONMENT** of PO Box 228, St Helier Jersey JE4 9SS (the **Chief Officer**) of the one part;
- (2) **EAGLE HOUSE LIMITED** of 9 Bond Street, St Helier, JE2 3NP (the **Owner** which expression includes its successors in title) of the other part.

BACKGROUND

- (A) The Owner hereby warrants that it is the owner of the Site to which it has right in perpetuity (*à fin héritage*) by contract of cession and transfer dated 13 December 1991 from Antler Properties Limited.
- (B) The Owner submitted the Application to the Chief Officer who pursuant to Article 9(5)(a) of the Law approved the grant of planning permission with respect to the Application subject to the prior completion of this Agreement as it considers it expedient in the interests of proper planning that provision should be made for securing certain public realm improvements more particularly described in Schedule 3.
- (C) The Chief Officer and the Owner have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- (D) The Chief Officer and the Owner acknowledge that this Agreement is legally binding.

NOW AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:

Agreement: this Agreement together with any recitals or schedule;

Application: the application for planning permission submitted to the Chief Officer for planning permission under application number RP/2023/0197 in respect of the Site;

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 of the Development: the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development begins to be carried out excluding for the avoidance of any doubt operations consisting of site clearance, asbestos

surveys and/or removal, 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 and the words "**Commence**" and "**Commenced**" shall be construed accordingly;

Development: the development of the Site as set out in the Application

Force Majeure: fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action, a state of emergency declared by the Lieutenant-Governor, or other unforeseen exceptional event cause or circumstance outside the reasonable control of the Owner, their contractors or agents, and which adversely affect their ability to perform any obligation relating to any works provided for in this Agreement PROVIDED THAT the same could not reasonably have been avoided or provided against by the Owner, their contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against to reduce any delay so far as reasonably practicable;

Index: the all Items Index of Retail Prices 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;

Law: the Planning and Building (Jersey) Law 2002;

Plan 1: the plan attached to this Agreement as Schedule 1;

Planning Permit: the planning permission subject to conditions to be granted pursuant to the Application, a copy of which in draft is set out in Schedule 2 and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;

Royal Court: the Royal Court of the Island of Jersey;

Site: the site known as Eagle House, La Colomberie, St Helier, in the ownership of the Owner and which is the subject of the Planning Application and to which the Owner has right as set out in paragraph (A) above such as the same is illustrated on Plan 1;

- 1.2 References to a Clause, Schedule or paragraph are references where the context so admits to a clause, schedule or paragraph of this Agreement.
- 1.3 The Clause, Schedule and paragraph headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of the Clause, Schedule or paragraph to which they refer.
- 1.4 Words importing the singular meaning where the context so admits include the plural meaning and *vice versa*.

- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or allow infringement of the restriction.
- 1.7 Where two (2) or more persons are named as a party and where more than one party undertakes and obligations all their obligations can be enforced against them jointly and against each individual party unless there is an express provision otherwise
- 1.8 All references to a statute or statutory provision shall be construed as including references to any modification consolidation or re-enactment for the time being in force to any statutory rules regulations or orders made pursuant to it and to any former statutes or statutory provisions of which it is a consolidation re-enactment or modification.
- 1.9 This Agreement shall be construed so as to give effect to the purpose of the Law.
- 1.10 Any reference to something being "in writing" or "written" shall include transmission by email and the respective addresses of the Parties shall be as follow:

Chief Officer: planning@gov.je and c.jones2@gov.je

Owner: sbourne@palladiumgroup.co.uk

or such other address as any of the Parties shall notify to the others of the Parties from time to time.

- 1.11 References to time are to time in Jersey.
- 1.12 The table of contents and headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

2. **LEGAL BASIS**

- 2.1 This Agreement is made pursuant to Article 25 of the Law.
- 2.2 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.

3. **CONDITIONALITY**

- 3.1 This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidence by An Act of the Court.

4. **THE OWNER'S COVENANTS**

- 4.1 The Owner covenants and agrees with the Chief Officer as set out in Schedule 3 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 Owners to the Site or any part or parts thereof.

5. **PUBLIC REGISTRY OF CONTRACTS**

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

6. **MISCELLANEOUS**

- 6.1 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 of Regulation and any notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed as provided by Clause 1.10.
- 6.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing
- 6.3 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.
- 6.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 6.5 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
- 6.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 6.7 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.

- 6.8 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.
- 6.9 Nothing in this Agreement shall be construed or interpreted in such a way or permit an 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.
- 6.10 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.
- 6.11 All communications and notices served or made under this Agreement shall be in writing.

7. **CHIEF OFFICER COVENANT**

- 7.1 The Chief Officer covenants with the Owner as set out in Schedule 4.

8. **WAIVER**

- 8.1 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 for 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 practicable following such change) of any change in ownership of its interests in the Site before all the obligations under this Agreement have been discharged such notice to give details of the acquirer's full name and registered office (if a company or usual address if not) together with the area of the Site acquired by reference to a plan.–

10. **INDEXATION**

Any sum referred to in Schedule 3 shall be increased by an amount equivalent to the increase in the Index from the date on which the planning permission for the development 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 the date on which such sum is payable.

11. **INTEREST**

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

12. DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

13. GOODS AND SERVICES TAX

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

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

14. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, a party shall not be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement, and any such failure or delay in performing its obligations will not constitute a breach of this Agreement, if such failure or delay is due to Force Majeure.

15. GOVERNING LAW AND JURISDICTION

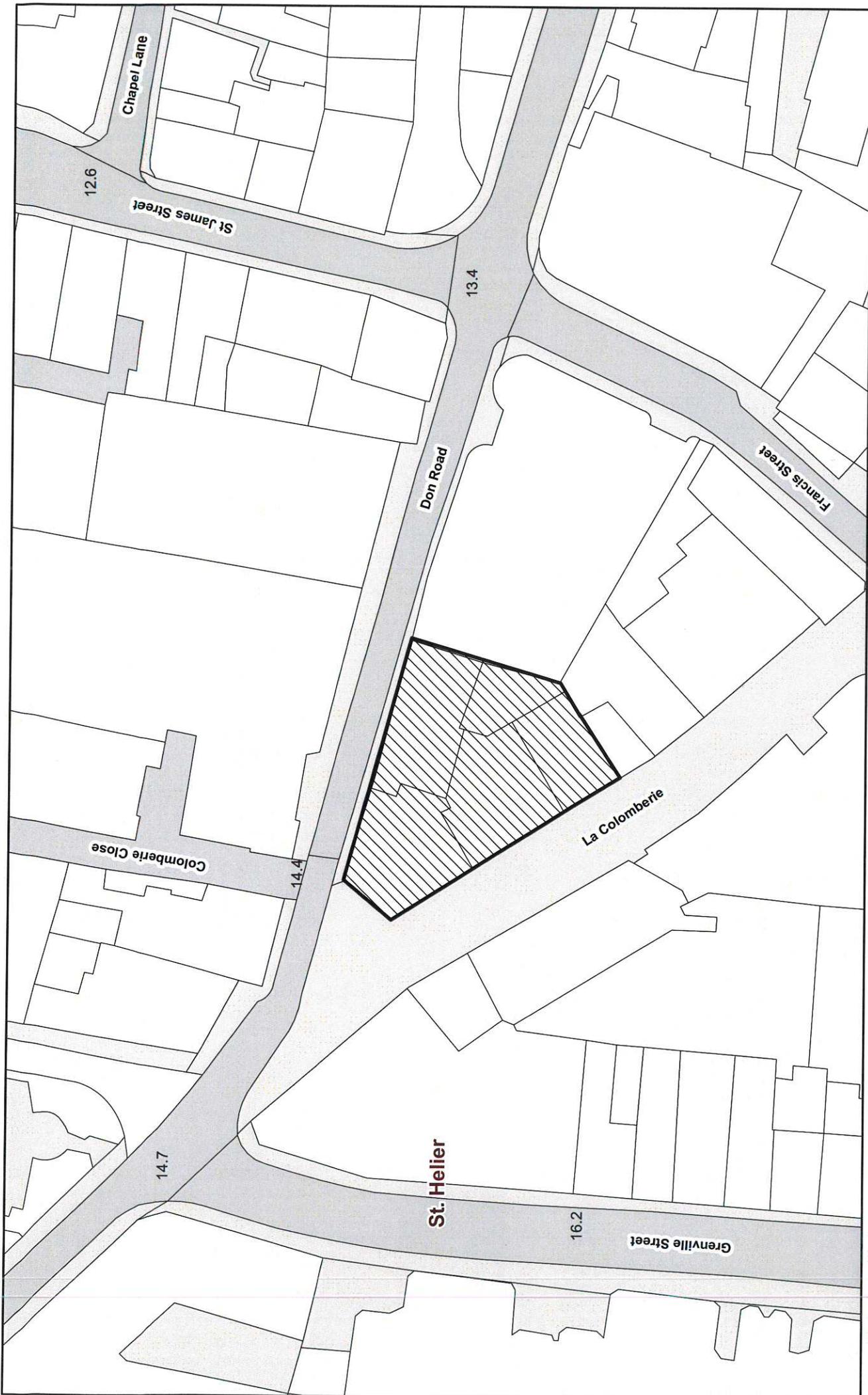
15.1 This Agreement shall be interpreted in accordance with and governed by the laws of Jersey.

15.2 The Courts of Jersey shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and for such purposes the Parties submit to the jurisdiction of the Courts of Jersey.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date stated at the beginning of it.

SCHEDULE 1

Plan 1



1:556



Date: 10/04/2024

(c) States of Jersey Copyright 2019

Eagle House

APPLEBY

Licence No: J21

SCHEDULE 2

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0197

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 offices to provide 17 no. 1-bed, 8 no. 2-bed, and 1 no. 3-bed apartments, associated cycle store, and the retention of the current ground floor retail units.

To be carried out at:

Eagle House, La Colomberie, St. Helier, JE2 4QB.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the Adopted Bridging Island Plan 2022, together with other relevant policies and all other material considerations raised, including the consultations and representations received.

This application has been the subject of a Planning Obligation Agreement

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/2023/0197

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

Condition(s):

1. No dwellings within the scheme shall be occupied until the detailed design of the cycle parking layout as set out on approved drawing GA(100) 200 rev 7, and associated facilities, including electric charging facilities, have been submitted to and approved in writing by the Chief Officer, and thereafter installed and kept permanently available for use by occupiers of the dwellings and commercial unit hereby approved.
2. Notwithstanding any provisions to the contrary, no externally mounted plant or machinery shall be installed or externally vented unless in accordance with details that shall have been approved in writing by the Chief Officer.
3. Prior to their first use on site, samples of all external materials, including details of the colours for external renders that are to be used (including any hard landscaping materials) and details (height and appearance) of boundary treatments shall be submitted to and approved in writing by the Chief Officer. The approved materials/colours shall be implemented in full and thereafter retained as such in perpetuity.
4. Prior to the commencement of the development, details shall be submitted to and approved in writing to demonstrate that the proposed development would reduce energy consumption by 20% as measured against the target energy rate pursuant to the Jersey Building Bye-laws, to be demonstrated using the existing Jersey Standard Assessment Procedure (JSAP) calculator, or Simplified Building Energy Model (SBEM) tool. The development shall be carried out in accordance with such details as may be approved, and thereafter permanently retained as such.
5. Prior to the first use of any residential dwelling hereby approved, the Percentage for Art contribution shall be delivered on site, in accordance with the details submitted in the approved Public Art Statement.
6. Prior to the commencement of the development, a scheme for the recycling and reuse of rainwater run-off from buildings within the development shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the scheme that may be agreed, and such details permanently retained as such
7. The mitigation measures outlined at section 5.1 and Appendix 3 of the approved Preliminary Roost Inspection (PRI) NE/ES/EH.01 22nd December 2022 shall be implemented prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0197

to be agreed in writing by the Land Resource Management Team prior to works being undertaken.

8. Prior to the commencement of the development hereby approved, a Demolition, Construction, Environment and Management Plan (DCEMP) shall be submitted to and approved in writing by the Chief Officer. The development shall only be carried out in accordance with such details as may be agreed.

9. Solid waste arisings from the development hereby approved shall be managed in accordance with the AAL Recycling Site Waste Management Plan (SWMP) submitted with the application documents and in compliance with other waste management conditions of this permission.

10. Prior to the first occupation of the development hereby approved, details shall be submitted to and approved in writing by the Chief Officer comprising:

- a management plan, which specifies how the development will be managed, including the provision of security measures, rents and service charges, and a scheme to determination annual variations in those;
- a maintenance plan for the building, including details of funding mechanisms and
- a residents' forum.

Reason(s):

1. In order to ensure that there is sufficient provision for and encouragement of the use of alternatives to the private motor vehicle, to comply with policies TT1 and TT2 of the Bridging Island Plan 2022.

2. In order to safeguard the living conditions of proposed and existing residential dwellings, and to comply with policy GD1 of the Bridging Island Plan 2022.

3. In the interests of visual amenity, and to comply with policy GD6 and HE1 of the Bridging Island Plan 2022.

4. In the interests of the delivery of energy efficient development, and to comply with policy ME1 of the Bridging Island Plan 2022.

5. To enhance the public realm and to ensure compliance with policy GD10 of the Adopted Bridging Island Plan 2022

6. To minimise water run-off and to encourage more sustainable use of natural resources, and to comply with policy UI3 of the Bridging Island Plan 2022.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0197

7. To safeguard natural habitats, and to comply with policy NE3 of the Bridging Island Plan 2022
8. To safeguard residential amenity, and to comply with policy GD1 of the Bridging Island Plan 2022
9. In order to ensure that waste arising from the scheme is minimised and, where unavoidable, is disposed of in an environmentally considerate manner, and to comply with policy GD1 of the Bridging Island Plan 2022
10. To safeguard residential amenity, and to comply with policy GD1 of the Bridging Island Plan 2022.

INFORMATIVES:

Land Resource Management

The applicant/developer is reminded that this granted planning permission does not override any legal obligations upon landowners and developers with regard to the Conservation of Wildlife (Jersey) Law 2000 and that any resulting harm to a protected species may result in prosecution. In particular, it is the responsibility of the applicant to ensure that all contractors working on the site are aware of the legal responsibilities and that if any species, or nests or dens are found, works in the immediate area should cease and advice from a competent ecologist should be sought before proceeding.

Fire and Rescue

You are advised that pursuant to the Building Bye-Laws (Jersey) 2007 Technical Guidance Document Part 2 that a Development Fire Strategy, to include all active and passive fire safety measures, and access and facilities for firefighting personnel, must be prepared and submitted to and approved in writing by The States of Jersey Fire and Rescue Service prior to the commencement of any work in connection with this permission

If the Fire Strategy would require any alterations to the scheme approved pursuant to this application the applicant is reminded that such alterations may need to be the subject of an application for planning permission.

Highways matters:

Please refer to Consultation Response from IE Transport and Operations dated 5th April 2023 in respect of design approval and construction matters.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0197

FOR YOUR INFORMATION

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

The following plans have been approved:

GA11 (Elevations)

- 102 Rev 6 West
- 202 Rev 1 Lightwell
- 200 Rev 6 North
- 201 Rev 6 South-West

GA10 (Floor Plans)

- 200 Rev 7
- 200 Rev 6
- 202 Rev 7
- 203 Rev 7
- 204 Rev 7

Other Plans

- Site Location Plan – 032MMM
- Proposed Site/Roof Plan – GA(10) 020 Rev 5
- Proposed Construction Plan – GA(10) 060 Rev 5

Other Approved Documents

Preliminary Roost Inspection – (PRI) NE/ES/EH.01 dated 22.12.2022
Public Art Statement dated 1st January 2023
Site Waste Management Plan – AAL Recycling Limited
Solar Edge Designer Report – PV Installation

DECISION DATE:

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0197

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

SCHEDULE 3**The Owner's Covenants with the Chief Officer**

The Owner covenants with the Chief Officer as follows:

- 1 Not to Commence the Development until the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.
- 2 That the Owner shall pay to the Treasurer of the States not less than twenty-eight (28) days prior to the Commencement of the Development a financial contribution in the sum of forty-four thousand eight hundred and twenty-four Pounds (**£44,824.00**) Sterling towards the Eastern Cycle Network.
- 3 That the Owner shall pay to the Treasurer of the States not less than twenty-eight (28) days prior to the Commencement of the Development a financial contribution in the sum of forty-five thousand one hundred and forty-four Pounds (**£45,144.00**) Sterling towards public realm improvements in the vicinity of the site.
- 4 Not to Commence the Development until the aforementioned financial contribution shall have been paid to the Treasurer of the States.

SCHEDULE 4**Chief Officer's Covenants**

- 1 The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States 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 to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Treasurer of the States of such payment.

SIGNATORIES

SIGNED on behalf of the **CHIEF OFFICER** in the presence of:

)
)
)



ANDREW MAX
22/04/24



Witness signature

SIGNED on behalf of **EAGLE HOUSE LIMITED** in the presence of:

)
)
)



DIRECTOR



Witness signature