

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the eighteenth day of November.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between (1) The Chief Officer for the Environment (2) Hotel des Voyageurs Limited, Lovely Land Company Limited, The Mayfair Hotel Limited, Andium Homes Limited (3) Andium Homes Limited and (4) Springfort Limited, in relation to the development of the property known as the Mayfair Hotel and part of the property De Quetteville Court (Phase 1 and 2) St Helier, 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 property known as the Mayfair Hotel and part
of the property De Quetteville Court (Phase 1 and 2) St Helier, Jersey, JE2 4LA

Dated 12th November 2021

The Chief Officer for the Environment (1)

Hotel des Voyageurs Limited
Lovely Land Company Limited
The Mayfair Hotel Limited
Andium Homes Limited (2)

Andium Homes Limited (3)

Springfort Limited (4)

DATE 12th November 2021

PARTIES

1. The Chief Officer for the Environment of Government Offices, Planning and Building Control, PO Box 228, Jersey, JE4 9SS ('**the Chief Officer**');
2. Hotel des Voyageurs Limited ('**Voyageur**') a limited liability company incorporated in Jersey with number 2983 the registered office of which is situate at The Modern Group Offices Brooklyn Street St Helier Jersey JE1 4HE;

Lovely Land Company Limited ('**Lovely**') a limited liability company incorporated in Jersey with number 67257 the registered office of which is situate at The Modern Group Offices Brooklyn Street St Helier Jersey JE1 4HE;

The Mayfair Hotel Limited ('**Mayfair**') a limited liability company incorporated in Jersey with number 363 the registered office of which is situate at the registered office of which is situate at The Modern Group Offices Brooklyn Street St Helier Jersey JE1 4HE

Andium Homes Limited ('**Andium**') a limited liability company incorporated in Jersey with number 115713 the registered office of which is situate at 33-35 Don Street St Helier Jersey JE2 4TQ;

together ('**the Owner**'); and

3. Andium Homes Limited ('**Andium**') a limited liability company incorporated in Jersey with number 115713 the registered office of which is situate at 33-35 Don Street St Helier Jersey JE2 4TQ in its capacity as owner of the Parking Properties; and
4. Springfort Limited a company incorporated in Jersey with registration number 131554 whose registered office is at 26 New Street, St Helier, Jersey JE2 3RA ('**Developer**').

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 Andium warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Parking Properties as described in the Seventh Schedule.

- 3 The Owner consented to the submission on behalf of the Developer of the Application (accorded the reference P/2020/1677) for planning permission for the Development.
- 4 The Application was submitted to the Chief Officer who pursuant to Article 9(5)(b) of the Law referred the Application to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 29 September 2021 resolved to approve 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 the Fourth Schedule.
- 6 Andium intends to acquire that part of the Site known as the Mayfair Hotel from Voyageur, Lovely and Mayfair in order that it will own the whole of the Site.
- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 8 The parties acknowledge that this Agreement is legally binding.
- 9 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;
'Application'	the application for planning permission in respect of the Site and described as, 'Demolish existing development to construct 147 One Bed, 50 Two Bed and 4 Three Bed residential units with associated basement parking and landscaping. Alter vehicle access to Ann Street. The whole given the reference P/2020/1677;

'Bus Shelter Contribution'		the sum of eleven thousand five hundred pounds (£11,500) to be paid by the Developer to the Treasurer of the States to be applied towards the erection and completion of bus shelter works in the environ of the Site;
'Bus Subsidy Contribution'		the sum of one hundred and twenty-eight thousand and eighteen pounds (£128,018) to be paid by the Developer to the Treasurer of the States to be applied towards the subsidisation of bus services in the environ 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'		the date on which any construction works forming part of the Development permitted by the Planning Permit 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;
'Commuted Contribution for Maintenance'		the sum of three thousand pounds (£3,000) to be paid by the Developer to the Treasurer of the States to be applied towards the ongoing expense of maintenance of road improvements in the environ of the

		Site;
'Development'		the development of the Site as set out in the Planning Permit;
'Dwelling Unit'		a residential unit forming part of the Development to be constructed on the Site pursuant to the Planning Permit;
'GST'		Goods and Services Tax under the Goods and Services Tax (Jersey) Law 2007;
'Index'		the All Items Retail Prices Index of Jersey as issued from time to time by the Statistics Unit to the Government of Jersey.
'Interest'		interest at three percent above the base lending rate of the Barclays Bank Plc.
'Island Plan 2011'		the States of Jersey Island Plan, 2011 (Revised 2014);
'Law'		the Planning and Building (Jersey) Law 2002;
'Occupation', 'Occupy' and 'Occupied'		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 and an Occupier shall be someone in Occupation of a Dwelling Unit;
'Off Site Mitigation'		the sum of sixty thousand eight

'Costs Contribution'		hundred and eighty-two pounds thirty-five pence (£60,882.35) to be paid by the Developer to the Treasurer of the States to be applied towards the mitigation of the impact that the development is likely to have on other highway users including towards junction improvements at St. Saviours Road junctions with Simon Place and Brooklyn Street;
'Parking Obligation'		the obligation of Andium to make available on a perpetual basis the Parking Spaces on the Parking Properties for use both by Occupiers of the Dwelling Units and other occupiers of property owned by Andium
'Parking Obligation Plan'		the plan attached at the Sixth Schedule showing the Parking Properties;
'Parking Properties'		the properties owned by Andium to which Andium has rights as detailed in the Seventh Schedule
'Parking Spaces'		sixty-seven (67) car parking spaces
'Planning Permit'		the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
'Public'		the Public of the Island of Jersey;

'Road Works'		the raised kerbing and table works in respect of a road crossing in Ann Street or Brooklyn Street;
'Road Works Contribution'		the sum of sixty-five thousand pounds (£65,000) to be paid by the Developer to the Treasurer of the States to be applied towards the Road Works;
'Royal Court'		the Royal Court of the Island of Jersey;
'Site'		the site comprising the property known as the Mayfair Hotel and part of the property De Quetteville Court (Phase 1 and 2) (together owned in separate interests by the Owner) St Helier, Jersey, JE2 4LA, the whole as shown for the purposes of identification on the plan forming the Second Schedule.

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 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 Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement 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 said Court.

5 DEVELOPER'S OWNER'S AND ANDIUM'S COVENANTS

The Developer and Owner and Andium covenant and agree with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable against the Developer and without limit of time against both the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof and any person claiming or deriving title through or under Andium to the Parking Properties or any part or parts thereof.

6 CHIEF OFFICER'S COVENANTS

The Chief Officer covenants with the Developer and Owner as set out in the Fifth 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 Developer and/or the Owner and/or Andium 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 of Planning at Planning and Building Services, Philip Le Feuvre House, La Motte Street, St. Helier, Jersey, JE4 8PE or as otherwise notified for the purpose by notice in writing.

- 8.2 Any notices served on the Developer and/or the Owner and/or Andium shall be deemed to have been properly served if sent by ordinary post to and addressed to the address of the Developer or Owner or Andium referred to above or sent by e-mail to the Owner's or Andium'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 Developer and/or Owner and/or Andium) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the commencement of the development.
- 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 Permit) 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 Developer and/or the Owner and/or Andium 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 Developer and/or 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 Developer and/or the Owner as contained herein.

8.10 Neither the Developer nor the Owner nor Andium shall 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 covenant's 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 but this obligation shall not extend to the disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

11 INDEXATION

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit 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 COUNTERPARTS

This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

16 JURISDICTION

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

FIRST SCHEDULE

Owner's Title

Voyageur has right to its part of the Site by contract of hereditary purchase dated 1 March 1968 from Barbara Le Breuilly nee Marett

Lovely has right to its part of the Site by contract of hereditary purchase dated 10 January 1997 from Angora Properties Limited

Mayfair has right to its part of the Site firstly by contract of hereditary purchase dated 18 April 1969 from Emily Amelia Woodhall nee Douse and secondly by contract of hereditary purchase dated 14 May 1982 from the Public of the Island of Jersey

Andium has right to its part of the Site pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 9) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.

SECOND SCHEDULE**The Site**



AXIS MASON LONDON GLASGOW JERSEY GOANSK DUBAI		160 Borough High Street, London, SE1 1UL 020 7221 5550 WWW.AXISMASON.COM	
Scale @ A4:	1:2500	Date:	OCTOBER 2015
Project	AR	Issue	P 01/11/2015
Co-ordinator:	AR	Status:	
Job No:	3947	Drawing No:	001
Drawing Title:	Site Location Plan	Revision:	P6

Client:	Andium Homes Ltd.
Project:	Ann Street / Mayfair Hotel
Drawing Title:	Site Location Plan

Axis Mason DigiMap Licence No J74	
Rev	Description
P1	Preliminary Issue
P2	Preliminary Issue
P3	Site Boundary revised
P4	Planning Issue
P5	Boundary Line Amendment
P6	Boundary Line Amendment

Rev	Description	Dim	Ctd	Date
M1	AR	15/10/2020		
M2	AR	23/10/2020		
YC	AR	09/11/2020		
M4	AR	27/11/2020		
M5	AR	11/12/2020		
CP	AR	25/04/2021		

NOTES

Planned construction only are to be shown on this drawing. No other construction should be shown on site before any work is carried out. It is the responsibility of the client to ensure that the drawing is used in accordance with the planning application and any other relevant documents. All drawings are to be submitted to the local planning authority for approval. The drawing must not be used for any other purpose without the prior written permission of Axis Mason Ltd.

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THIRD SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1677

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:

Demolish existing development to construct 137 One Bed and 67 Two bed residential units with associated basement parking and landscaping. Alter vehicle access onto Ann Street. 3D Model available. **AMENDED PLANS RECEIVED:** Demolish existing development to construct 147 One Bed, 50 Two Bed and 4 Three Bed residential units with associated basement parking and landscaping. Alter vehicle access onto Ann Street.

To be carried out at:

Mayfair Hotel, St. Saviours Road, St. Helier, JE2 4LA.

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.

The principle of the demolition of the existing buildings on the application site is considered acceptable as the proposal provides much needed affordable housing through Andium Homes and offers overriding environmental and community benefit for the regeneration of the area.

The site is located within the Built up Area wherein Policy H6 states that new housing development as proposed will be permitted, where housing standards are met, which in this instance they are.

This planning application proposes a high density scheme of between 5-6 storeys in height across the site, with the higher density being in the centre of the site. It is considered that the density of the proposed

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Planning Application Number P/2020/1677

development equates to similar recently approved town residential schemes and would be in keeping with the character of the area. The character of the area is of a higher density marking the transition from the Town Centre to more suburban areas further out. The area is highly sustainable within walking distance into the Town Centre as well as being on main bus routes.

The proposed development is of an improved design and appearance than existing and is set back from the roadside to allow greater landscaping and wider pedestrian and cycle paths, as opposed to the existing development which is close up to the roadside. Within the development itself, there are proposed a series of landscaped open spaces to link up with the existing neighbourhood and proposed developments nearby. The development is considered to preserve the setting of nearby listed buildings and not cause unreasonable harm to neighbouring properties.

The consultation response from Drainage confirms the existing infrastructure is capable of dealing with the new development subject to upgrading and a condition is included that requires the drainage to be completed in accordance with Drainage comments.

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

Condition(s):

1. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Planning Department a Phasing Plan which shall include details of the order in which the principal elements of the development are proposed to be carried out. These shall include ground preparation works, construction of each of the Buildings, vehicular access, car parking, the public realm and landscape works. The development shall thereafter be implemented only in accordance with the approved Phasing Plan.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1677

2. No part of the development hereby permitted shall be begun until an Ecological Assessment and a bat roost survey of the site and if required, appropriate mitigation measures, have been submitted to and approved in writing by the Planning Department. All findings and required mitigation measures outlined in the Ecological Assessment shall be implemented prior to the commencement of development, continued throughout the phases of development and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Planning Department prior to works being undertaken.
3. Prior to commencement of the development hereby approved, a scheme for the external lighting for the development to cover the whole of the application site shall be submitted to and approved in writing by the Planning Department.
Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.
4. No part of the development hereby approved shall be occupied until the full separation of foul and surface water to the relevant sewers is completed to the satisfaction of the Drainage Department and thereafter shall be retained and maintained as such.
5. 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 Planning Department. 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 Planning Department prior to the work being carried out.
6. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Planning Department. 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 compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
 - B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;

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Planning Application Number P/2020/1677

- C. Details of any proposed crushing/ sorting of waste material on site;
- D. Specified hours of working.

7. A Percentage for Art contribution must be delivered in accordance with a Public Art Statement submitted to, and approved by, the Planning Department. The approved work of art must be installed prior to the first occupation of any part of the development hereby approved.

8. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car and bicycle parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

9. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be occupied until a Green Travel Plan to cover not less than 10 years from the date of first occupation has been submitted to and approved in writing by the Planning Department. No accommodation shall be occupied until a Green Travel co-ordinator has been appointed and their details forwarded to the Planning Department. The details of any subsequent appointees shall also be forwarded without undue delay. The approved Green Travel Plan shall be implemented in full over the period covered.

10. No part of the development hereby approved shall be occupied until the electric car, motorcycle and bicycle charging facilities have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.

11. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.

12. No part of the development hereby approved shall be occupied until the details of the car club for the residents of the development as indicated on the approved plan have been submitted to and approved by the Planning Department and provided in accordance with these submitted plans and details. The car club shall thereafter be retained solely for the use of occupants of the development and maintained as such.

Reason(s):

1. To ensure the satisfactory phasing of works in the interests of public amenity, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)

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Planning Application Number P/2020/1677

2. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014)
3. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014)
4. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014)
5. 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)
6. 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)
7. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014)
8. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
9. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011 (Revised 2014)
10. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014)
11. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014)
12. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014)

FOR YOUR INFORMATION

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1677

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

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

3947 105 P13 Proposed Roof Plan
3947 302 P9 Existing & Proposed Context Elevations
3947 104 P14 Proposed Fifth Floor Plan
3965 901 P9 Proposed Landscape Plan
3947_Ann Street Mayfair Hotel_Drawing Register 100921
3947 003 P11 Proposed Site Plan
3947_Ann Street Mayfair Hotel_Drawing Register 100921
3947 101 P16 Proposed Ground Floor Plan
3947_Ann Street Mayfair Hotel_Drawing Register 130921
3947 400 P5 Proposed Facade Details_Bay 1
3947 401 P3 Proposed Facade Details_Bay 2 & 3
MAYFAIR PLANNING STATEMENT & HIA (revised Sept 21)

DECISION DATE:

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

FOURTH SCHEDULE**The Developer's and the Owner's and Andium's Covenants with the Chief Officer**

The Developer and the Owner covenant, agree and undertake:

COMMENCEMENT

Not to Commence the Development until the Developer or the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

CONTRIBUTIONS

That the Developer shall pay and the Owner shall procure that the Developer shall pay and in default of the payment by the Developer the Owner shall pay each of the Bus Shelter Contribution, the Bus Subsidy Contribution, the Commuted Contribution for Maintenance, the Offsite Mitigation Costs Contribution and the Road Works Contribution to the Treasurer of the States prior to the Commencement of the Development.

Not to Commence the Development until such time as each of the Bus Shelter Contribution, the Bus Subsidy Contribution, the Commuted Contribution for Maintenance, the Offsite Mitigation Costs Contribution and the Road Works Contribution has been paid to the Treasurer of the States.

Andium covenants, agrees and undertakes:

PARKING OBLIGATION

Not to permit the Occupation of any Dwelling Unit until:

- 1 Andium shall have given to the Chief Officer not less than twenty-one days (21) notice of the first Occupation of a Dwelling Unit;
- 2 Andium shall have confirmed to the Chief Officer that it has vacant possession of sufficient car parking spaces to satisfy the Parking Obligation; and

- 3 The Chief Officer shall have confirmed (acting reasonably) that he is satisfied that Andium has as appropriate procedural mechanism in place to control the occupation of the Parking Spaces.

FIFTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer hereby covenants with the Developer and the Owner to use all sums received by the Treasurer of the States from the Developer or 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 Developer and the Owner that he will procure or arrange that the Treasurer of the States will pay to the Developer or the Owner (as the case may require) such amount of any payment made by the Developer or 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 four years of the date of receipt by the Treasurer of the States of such payment.

SIXTH SCHEDULE

Parking Obligation Plan

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SEVENTH SCHEDULE**Parking Properties**

The Parking Properties are:

- 1 Brooklyn Court to which Andium has right under its then name of Le Coin Flats pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 150) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 2 Dorset Mews to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 138) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 3 Liberation Court to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 60) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 4 Plaisant Court to which Andium has right under its then name of Convent Court pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 76) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 5 Windsor Court to which Andium has right under its then name of Caesarea Court (with adjoining properties) pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 139) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 6 Salisbury Crescent to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 7) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 7 Wesley Court to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 8) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 8 Beren Gaed to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 117) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.

- 9 Dennis Ryan Court to which Andium has right Site pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 67) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 10 Highbury Court to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 36) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 11 Maesteg House to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 121) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014
- 12 Stopford Court to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 125) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 13 Sydenham Villas to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 38) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.
- 14 Vincent Court to which Andium has right pursuant to the terms of the Social Housing (Transfer) Jersey) Regulations 2014 (Schedule 1 Part 136) registered in the Public Registry of the Island by act of the Royal Court dated 10 June 2014.

IN WITNESS whereof the parties hereto have executed this agreement
the day and year first before written.

Signed on behalf of the Chief Officer

Print Name:.....

Signature:.....

in the presence of

Print Name:.....

Signature:.....

this 18th day of November 2021

Signed on behalf of

Print Name:.....

Signature:.....

In the presence of

Print Name:.....

Signature:.....

this 12 day of November 2021

Voyageur's e-mail address


Signed on behalf of

Print Name:.....

Signature: 

in the presence of 

Print Name: 

Signature: 

this 12 day of November 2021

Lovely's e-mail address: AS ABOVE

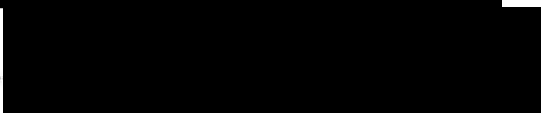
Signed on behalf of Mayfair

Print Name: 

Signature: 

in the presence of 

Print Name: 

Signature: 

this 12 day of November 2021

Mayfair's e-mail address: AS ABOVE

Signed on behalf of Andium

Print Name: _____

Signature: _____

in the presence of _____

Print Name: _____

Signature: _____

this _____ day of November 2021

Signature:.....

in the presence of

Print Name:.....

Signature:.....

this day of November 2021

Lovely's e-mail address:.....

Signed on behalf of Mayfair

Print Name:.....

Signature:.....

in the presence of

Print Name:.....

Signature:.....

this day of November 2021

Mayfair's e-mail address:.....

Signed on behalf of Andium

Print Name:.....

Signature:.....

In the presence of

Print Name:.....

Signature:.....

this 12 day of November 2021

Andium's e-mail address:...

Signed on behalf of the Developer

Print Name:...

Signature:...

In the presence of

Print Name:.....

Signature:.....

this 11th day of November 2021

Developer's e-mail address: cpateman@dandara.com

Andium's e-mail address:

Signed on behalf of the Developer

Print Name

Signature: ..

in the presence of

Print Name:

Signature:

this 11th day of November 2021

Developer's e-mail address: cpateman@dandara.com