

In the Royal Court of Jersey

Samedi Division

In the year two thousand and fifteen, the third day of March.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment and Georgetown Lodging Limited in relation to the development of 32 Roseville Street, 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
32 Roseville Street, St. Helier, Jersey JE2 4PJ

Dated :

3rd March

2015

The Minister for Planning and Environment (1)

Georgetown Lodging Limited (2)

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St. Helier, Jersey JE2 4US("the Minister")
- (2) Georgetown Lodging Limited of 40 Esplanade, St. Helier, Jersey JE2 3QB ("the Owner")

RECITALS

- 1 The Minister is the Minister of the States of Jersey charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site.
- 3 A planning application was submitted to the Minister for planning permission for the Development and having regard to the purpose of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for facilitating the development or use of the Site in the manner hereinafter appearing and without such the Minister would not be so minded.
- 4 The parties acknowledge that this Agreement is legally binding
- 5 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**

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

"Development"		the development of the Site in accordance with the Planning Permit for the alteration of all the buildings on site; to construct 6 No. apartments; and external alterations.
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning

		Permit or any subsequent Planning permission for the Development begins to be carried out and Commenced shall be construed accordingly.
"Cycleway Contribution"		means the sum of six thousand pounds (£6,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for the purposes of the Eastern Cycle Network or for such other planning purposes arising from the Development as the Minister shall consider being reasonably appropriate in the circumstances.
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Law"		the Planning and Building (Jersey) Law 2002.
"Plan"		the plan contained in the Second Schedule to this agreement.
"Planning Permit"		the planning permission for the Development (reference P/2014/1875) a copy of which is attached in the Third Schedule.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		32 Roseville Street, St. Helier, identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

3 LEGAL BASIS

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

4 CONDITIONALITY

- 4.1 This Agreement is conditional upon:
- (i) the grant of the Planning Permit; and

- (ii) the Commencement of Development

save for the provisions of Clauses 9, 11 and 12 and any other relevant provision which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 THE OWNER'S COVENANTS

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

6 PUBLIC REGISTRY OF CONTRACTS

The Minister shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director – Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director – Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 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.
- 7.4 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;
- 7.5 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.
- 7.6 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.
- 7.7 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law
- 7.8 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

- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 7.10 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
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

10 INTEREST

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

11 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the

arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

12 GOODS AND SERVICES TAX

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

13 JURISDICTION

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

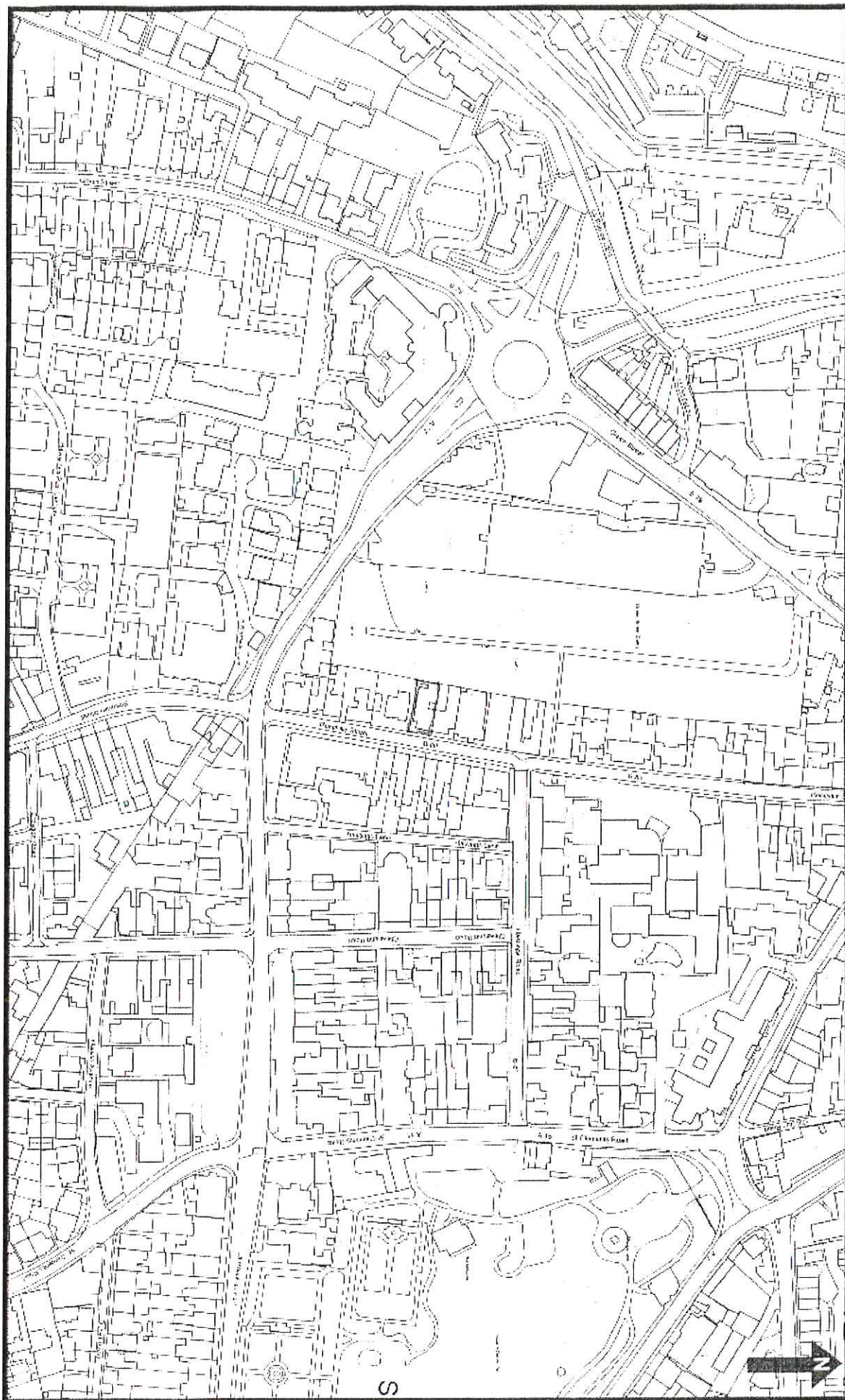
FIRST SCHEDULE**Details of the Owner's Title, and description of the Site**

The title of Georgetown Lodging Limited to the Site is by deed of hereditary purchase by contract dated 8th August 2014 from Mount Pleasant Holdings Limited.

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

SECOND SCHEDULE

The Plan



06 February 2015
Scale: 1:2500
mapping@gov.je

Jersey Mapping

© STATES OF JERSEY PLANNING & ENVIRONMENT DEPARTMENT



Section 88
of the
Planning
Act 2008

THIRD SCHEDULE**The Planning Permission**

Department of the Environment
Planning & Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528



MAC Architectural Services Limited
9 Rue de Funchal
St. Helier
JE2 4TT

Planning Application Number P/2014/1875

Dear Sir/Madam

Application Address:	32, Roseville Street, St. Helier, JE2 4PJ.
Description of Work:	Convert 16 No. bedroom lodging house into 1 No. two bedroom apartment and 5 No. one bedroom apartments. Various external alterations to include reinstating shutters and timber window to East elevation. Demolish conservatory and construct flat roof extension to West elevation. Construct 2 No. balconies to West elevation. Construct monopitch bike store to West. AMENDED PLANS RECEIVED.

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Notice are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

Gabrielle Way BA (Hons) PG Dip UD (MRTPI)
Planner - Development Control

Department of the Environment
direct dial: +44 (0)1534 448467
g.way@gov.je

Encl.

Department of the Environment
Planning & Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528



Planning Application Number P/2014/1875

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Convert 16 No. bedroom lodging house into 1 No. two bedroom apartment and 5 No. one bedroom apartments. Various external alterations to include reinstating shutters and timber window to East elevation. Demolish conservatory and construct flat roof extension to West elevation. Construct 2 No. balconies to West elevation. Construct monopitch bike store to West.
AMENDED PLANS RECEIVED.

To be carried out at:

32, Roseville Street, St. Helier, JE2 4PJ.

PLEASE NOTE

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

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,



Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/1875

including the consultations and representations received.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. Prior to the commencement of development, drawings to a scale of no less than 1:20 shall be submitted to and approved in writing by the Department of the Environment for the roof detailing. No part of the development hereby approved shall be occupied until the details are implemented in full and thereafter retained and maintained as such.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION:

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

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

Location Plan

Proposed Plans - Basement & Ground Floors 342-002 REV A

Proposed Plans First & Second Floors 342-003 REV A

Proposed Elevations 342-004 REV A

Existing Layouts 342-001

Proposed Site Plan 342-005

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/1875

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

DRAFT

APPROVED

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

The Owner covenants, agrees and undertakes:

COMMENCEMENT

1. Not to Commence the Development until the Owner has given to the Minister no less than seven (7) days' notice in writing of its intention so to do.

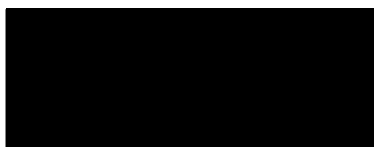
EASTERN CYCLEWAY

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

FIFTH SCHEDULE**Minister's Covenants**


1. The Minister hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
2. The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.
3. To issue the Planning Permit to the Owner.

Signed on behalf of
the Minister of Planning and Environment



(PETER LE GRENEY - DIRECTOR)

in the presence of



(GABRIELLE WAY - PLANNING OFFICER)

this day of 2015

Signed on behalf of
Georgetown Lodging Limited



W.S.W. Directors Limited

Director



W.S.W. Directors Limited

Director

this 18th day of February 2015