

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-five, the twelfth day of March.

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, Webec Limited and Investec Bank (Channel Islands) Limited, Jersey Branch in relation to Maxwell Chambers, La Colomberie, 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 33, 35-39 (Maxwell Chambers) & 41, La Colomberie, St Helier,
JE2 4QB

Dated // March 2025

The Chief Officer for the Environment (1)

Webec Limited (2)

Investec Bank (Channel Islands) Limited, Jersey Branch (3)

DATE // March 2025

PARTIES

1. The Chief Officer for the Environment of PO Box 228, Government of Jersey, Union Street, St Helier, Jersey, JE2 3DN (**"the Chief Officer"**);
2. Webec Limited (Co Regn No 115343) whose registered office is situate at 2nd Floor, Commercial House, Commercial Street, St. Helier, JE2 3RU (**"the Owner"**).
3. Investec Bank (Channel Islands) Limited, Jersey Branch of P.O. Box 188, Glatigny Court, Glatigny Esplanade, St Peter Port, Guernsey, GY 3LP (**"the Lender"**)

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site comprised of (i) all that property known as Maxwell Chambers and bearing the numbers 35 and 39 Colomberie having right by virtue of the merger of the Owner and Boundary Holdings Limited ("Boundary") on 31st December 2017, which merger was registered in the Public Registry on 28th April 2021, Boundary having right under its previous name of Horizon Property Holdings Limited (having changed its name by special resolution of its members registered at the Jersey Financial Services Commission on the 29th September 2015 and in the Public Registry on the 8th October 2015) by hereditary contract of purchase dated 21st December 2007 from Stebenheath Properties Limited, (ii) part of that property bearing the number 41 Colomberie having right by virtue of the merger of Boundary and Scuba Holdings Limited ("Scuba") on 6th January 2016, which merger was registered in the Public Registry on 27th January 2016, Scuba having right by hereditary contract of purchase dated 28th November 1997 from The Galleon Restaurant Limited and iii) all that property known as 33 Colomberie being the whole of the property to which the Owner has right by hereditary contract of purchase dated 21st May 2021 from JMC Holdings Limited.
- 2 The Lender has an interest in the Site by virtue of two judicial hypothecs dated 16 July 2021 and 14 June 2024.
- 3 The Application (accorded the reference P/2023/1071) for planning permission has been submitted to the Chief Officer for the Development.
- 4 The Chief Officer having regard to the purposes of the Law, the Island Plan 2022-25 and all other material considerations is minded to approve the grant of planning permission with respect to the Application subject to the prior completion of this Agreement for a financial contribution of £32,194 towards the enhancement of public walking and cycling routes/infrastructure within the vicinity of the Site.

- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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 33 La Colomberie. Change of use from Class C Office to residential and construct third floor extension to West elevation and fourth-floor set-back extension to create 9 no. one-bed, 6 no two-bed, and 2 no. three-bed flats. Ground-floor commercial units to remain. AMENDED PLANS RECEIVED: Reduce scale of proposed Fourth Floor Extension, and increase size of communal amenity space. Change unit mix to 9 no. one-bed, & 8 no two-bed flats." and given the reference P/2023/1071;
"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 material operation (as defined in Article 5(7) of the Law) forming part of the Development permitted by the Planning Permit or any subsequent planning

	permission for the Development begins to be carried out on the Site and "Commence" and "Commenced" shall be construed accordingly;
"Cycling and Public Walking Routes Contribution"	a financial contribution of thirty two thousand one hundred and ninety four pounds (£32,194) towards the enhancement of public walking and cycling routes/infrastructure within the vicinity of the Site.
"Development"	the development of the Site as set out in the Planning Permit;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time;
"Island Plan 2022-2025"	the States of Jersey Island Plan, 2022 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Planning Permit"	the planning permission for the Development granted pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;

"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known as 33, 35-39 (Maxwell Chambers) & (part of) 41, La Colomberie, St Helier, JE2 4QB, the whole as shown hatched in diagonal lines for the purposes of identification only on the plan forming the First 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 is conditional upon:

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

save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner and any person claiming or deriving title through or under the Owner to the Site (or any part or parts thereof).

6 CHIEF OFFICER COVENANTS

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

7. PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE2 3DN or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served 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.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of 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 Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained in this Agreement.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

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

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning 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 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a consequence of deriving title from the Owner.

14 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.

15 GOODS AND SERVICES TAX

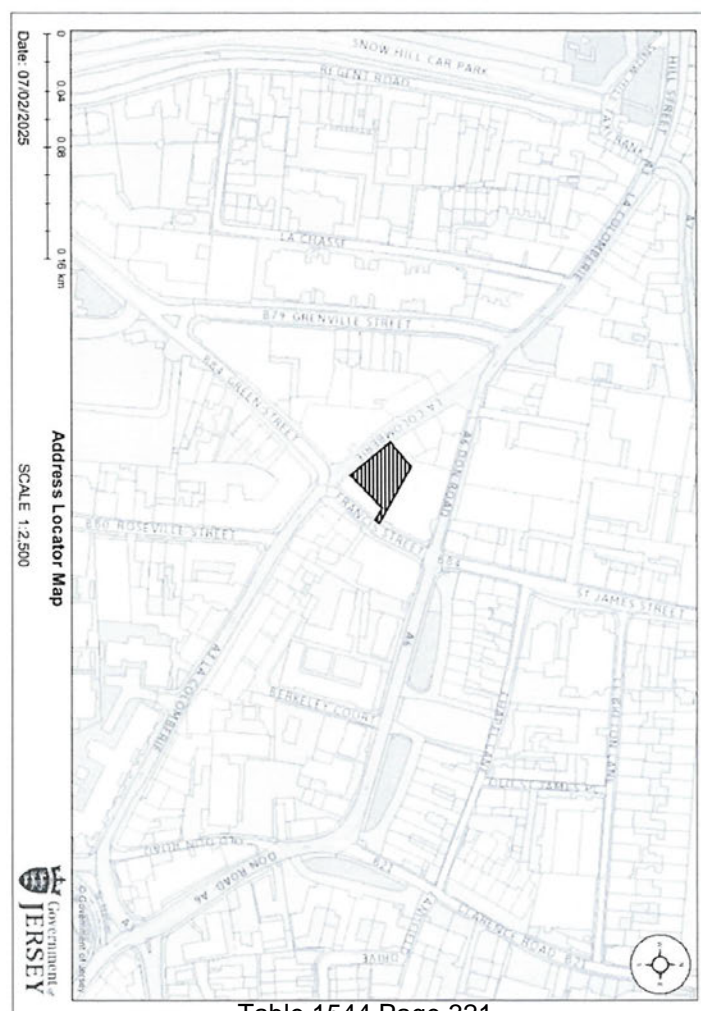
- 15.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 15.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not 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.

16 JURISDICTION

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

FIRST SCHEDULE
The Site

6821196v4



SECOND SCHEDULE
The Planning Permit

6821196v4

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/1071

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 33 La Colomberie. Change of use from Class C Office to residential and construct third floor extension to West elevation and fourth-floor set-back extension to create 9 no. one-bed, 6 no two-bed, and 2 no. three-bed flats. Ground-floor commercial units to remain.

To be carried out at:

33, & 35-39 (Maxwell Chambers), La Colomberie, St Helier, JE2 4QB

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

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

- A. The development shall commence within three years of the decision date.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

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

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/1071

Condition(s):

1. Prior to the commencement of the development, a more detailed design for the layout of the rooftop communal amenity space, shall be submitted to, and approved in writing by, the Chief Officer.
2. Prior to their first use on site, samples (or high-quality visual imagery) of all external materials to be used, shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such.
3. Prior to commencement of the development, details of green wall and green roof applications shall be submitted to and approved in writing by the Chief Officer. Details shall include;
 - i) the species of plants, their number and spacing;
 - ii) seeding specifications;
 - iii) substrate specifications and depth afforded to each planting zone;
 - iv) technical details to describe the system and its component parts in cross section; and
 - v) provision for irrigation
4. Prior to occupation, a Landscape Management Plan shall be submitted to and approved in writing by the Chief Officer. It shall cover a minimum 10 year maintenance period post-completion, for all hard and soft landscaped areas, including green wall and green roof installations. The plan shall include details and arrangements for landscape establishment and ongoing maintenance. Landscape fixtures, finishes and planting shall be maintained in perpetuity, or replaced like-for-like should fault or failures occur unless otherwise agreed in writing by the Chief Officer.
5. No part of the development hereby approved shall be occupied until the residents' bicycle parking facilities have been fully provided (complete with electric charging facilities), as indicated on the approved plans. These facilities shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

Reason(s):

1. To ensure the provision of a high quality residents' amenity area, in accordance with Policy H1 of the adopted 2022 Bridging Island Plan.
2. To promote good design and to protect the character and identity of the existing area in accordance with Policy GD6 of the adopted 2022 Bridging Island Plan.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/1071

3. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity, in accordance with Policies SP3, GD6, NE1, NE2, and NE3 of the adopted 2022 Bridging Island Plan.
4. To ensure the long-term management of the landscaped setting of the development, and to ensure it contributes positively to visual amenities of the area, in accordance with Policies SP3 & SP4 of the adopted 2022 Bridging Island Plan 2022.
5. To ensure the provision of bicycle parking facilities, in accordance with Policies TT1 & TT2 of the adopted 2022 Bridging Island Plan 2022.

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:

01. Site Location Plan
02. GA(10)-020 6 - Proposed Site Plan / Roof Plan
03. GA(10)-198 6 - Proposed Drainage Plan
04. GA(10)-200 6 - Proposed Ground Floor Plan
05. GA(10)-201 6 - Proposed First Floor Plan
06. GA(10)-202 6 - Proposed Second Floor Plan
07. GA(10)-203 6 - Proposed Third Floor Plan
08. GA(10)-204 6 - Proposed Fourth Floor Plan
09. GA(11)-300 6 - Proposed Site Elevations - Approved Eagle House
10. GA(11)-301 6 - Proposed South / Francis Street Elevations - Approved Eagle House
11. GA(11)-302 6 - Proposed Elevations - East and West Elevations - Approved Eagle House
12. GA(12)-200 6 - Proposed Sections
13. DT(ZZ)-200 6 - Proposed Material Schedule
14. DT(ZZ)-201 6 - Proposed Living Wall Details
15. SC(ZZ)-200 6 - Proposed Schedule of Accommodation

DECISION DATE: xx/xx/xxxx

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/1071

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

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APPROVED

THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

CONTRIBUTION

- 2 To pay the **Cycling and Public Walking Routes Contribution** to the Treasurer of the States not more than 28 days prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as the **Cycling and Public Walking Routes Contribution** have been paid to the Treasurer of the States.

FOURTH SCHEDULE

Chief Officer's covenants


1. The Chief Officer 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.
2. The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by

 KELLY WHITEHEAD

in the presence of

 LAWRENCE DAVIES

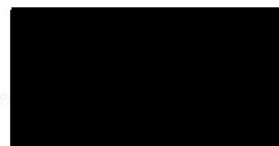
this 11 day of March 2025

Signed on behalf of the Owner

by

 - AUTHORIZED SIGNATORY

in the presence of



this 10th day of March 2025

Signed on behalf of the Lender

by



in the presence of



this day of March 2025