

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twenty-one, the third 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 The Chief Officer for the Environment, Paul Victor Marshall Doran, Ryewood Limited, SNIB Limited and Jersey Home Loans Limited in relation to 14-28 Kensington Place, 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

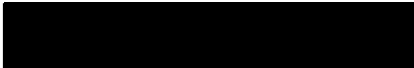
Relating to the development of 14-28 Kensington Place (including Revere and Stafford  
Hotels and restaurant), St Helier, Jersey, JE2 3PA

Dated

3<sup>rd</sup> November

2021

The Chief Officer for the Environment (1)

  
Ryewood Limited  
SNIB Limited (2)

NOT USED (3)

Jersey Home Loans Limited (4)

DATE


3<sup>rd</sup> 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. Paul Victor Marshall Doran (**'Mr Doran'**) of Revere Hotel Kensington Place St Helier Jersey JE2 3PA  
 Ryewood Limited (**'Ryewood'**) a limited liability company incorporated in Jersey with number 66675 the registered office of which is situate at The Revere Hotel Kensington Place St Helier Jersey JE2 3PA  
 SNIB Limited (**'SNIB'**) a limited liability company incorporated in Jersey with number 74002 the registered office of which is situate at The Revere Group Kensington Place St Helier Jersey JE2 3PA  
 together (**'the Owner'**); and
3. NOT USED; and
4. Jersey Home Loans Limited (**'Loans'**) a limited liability company incorporated in Jersey with number 86636 the registered office of which is situate at 26 New Street St Helier Jersey JE2 3RA  
 together (**'the Charge Holders'**).

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described the First Schedule.
- 2 
- 3 Loans has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 15 August 2008.
- 4 The Owner consented to the submission of the Application (accorded the reference P/2020/1655) for planning permission for the Development.
- 5 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.
- 6 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 24 June 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 third schedule.

- 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:

<b>'Agreement'</b>		this agreement including the recitals and schedules hereto;
<b>'Application'</b>		the application for planning permission in respect of the Site and described as, 'Demolish existing buildings and construct 72 No. 1-bed, 27 No. 2-bed and 7 No. 3-bed residential flats with associated ground floor parking and landscaping (Amended plans and documents; amended description)', and given the reference P/2020/1655;
<b>'Bus Stop Contribution'</b>		the sum of eleven thousand five hundred pounds (£11,500) to be paid by the Owner to the Treasurer of the States to be applied towards the erection and completion of bus shelter works in the environ of the Site;
<b>'Car Club'</b>		a car club operating and managed by a Car Club Provider which enables its members on a non-exclusive basis to have access to an electric car on a short-term basis as and when required subject to availability and the payment of an hourly usage charge and which facility is to be made available to all

		Occupiers who wish to become members of the Car Club;
<b>'Car Club Provider'</b>		an organisation which provides a Car Club to operate in and from the Site and which is approved by the Chief Minister (acting reasonably) as suitable for that purpose;
<b>'Car Club Spaces'</b>		two (2) dedicated car parking spaces to be provided with electric vehicle charging infrastructure for the sole use of the Car Club;
<b>'Car Club Term'</b>		the period of three (3) consecutive years commencing on the date of the first occupation of a Dwelling Unit at the Site;
<b>'Chief Officer'</b>		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;
<b>'Commencement'</b>		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;
<b>'Cycleway Contribution'</b>		the sum of one hundred and forty-three thousand one hundred pounds (£143,100) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of cycle routes and walking routes within close proximity of the Site;

<b>‘Development’</b>		the development of the Site as set out in the Planning Permit;
<b>‘Dwelling Unit’</b>		a residential unit forming part of the Development to be constructed on the Site pursuant to the Planning Permit;
<b>‘GST’</b>		Goods and Services Tax under the Goods and Services Tax (Jersey) Law 2007;
<b>‘Index’</b>		the All Items Retail Prices Index of Jersey as issued from time to time by the Statistics Unit to the Government of Jersey.
<b>‘Interest’</b>		interest at three percent above the base lending rate of the Barclays Bank Plc.
<b>‘Island Plan 2011’</b>		the States of Jersey Island Plan, 2011 (Revised 2014);
<b>‘Law’</b>		the Planning and Building (Jersey) Law 2002;
<b>‘Occupation’, ‘Occupy’ and ‘Occupied’</b>		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 <b>Occupier</b> shall be someone in Occupation of a Dwelling Unit;
<b>‘Planning Permit’</b>		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;
<b>'Public'</b>		the Public of the Island of Jersey;
<b>'Public Sewer Contribution'</b>		the sum of forty-three thousand two hundred pounds (£43,200) to be paid by the Owner to the Treasurer of the States to be applied towards the Public Sewer Works;
<b>'Public Sewer Works'</b>		the installation of a new surface water drainage sewer to be routed along Newgate Street for the future connection into the existing drainage culvert in Gloucester Street;
<b>'Road Works'</b>		[the junction narrowing road works at Kensington Place and The Parade to facilitate pedestrian crossing];
<b>'Road Works Contribution'</b>		the sum of twenty thousand pounds (£20,000) to be paid by the Owner to the Treasurer of the States to be applied towards the Road Works;
<b>'Royal Court'</b>		the Royal Court of the Island of Jersey;
<b>'Site'</b>		the site comprising the property known as 14-28 Kensington Place (including Revere and Stafford Hotels and restaurant), St Helier, Jersey, JE2 3PA, 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 OWNER'S COVENANTS**

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

## **6 CHIEF OFFICER'S COVENANTS**

The Chief Officer covenants with the 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 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 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 Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the address of the Owner referred to above or sent by e-mail to the Owner's e-mail address as stated on the signature page or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement 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 herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development

or its use any consents permits authorisations rights interests in land or servitudes.

- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

## **9 WAIVER**

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the 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 CHARGE HOLDERS CONSENT**

- 15.1 The Charge Holders each acknowledge and declare 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 Charge Holders respectively over the Site shall take effect subject to his Agreement PROVIDED THAT the Charge Holders shall otherwise have no liability under this Agreement unless either or both of them shall take possession of the Site in which case they or either of them as the case shall require will be bound by the obligations as a person deriving title from the Owner.

**16 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.

**17 JURISDICTION**

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

## FIRST SCHEDULE

**Owner's Title**

Mr Doran has right to his part of the Site by contract of hereditary resignation jointly with Marshall Thomas Doran (who predeceased him) dated 30 March 1990.

Ryewood has right to its part of the Site by contract of hereditary purchase from Kensington Central Properties (C.I.) Limited dated 8 November 1996

SNIB has right to its part of the Site (among other hereditaments) by contract of hereditary purchase from Stafford John Barlett dated 6 April 2001

SECOND SCHEDULE

**The Site**



**NOTES**

1. All dimensions are to the face of the building unless otherwise stated. All dimensions are to be checked on site before any work is started. If in doubt, seek confirmation from the client.

2. This drawing must be read in conjunction with all other drawings, including the planning application, to ensure that all dimensions are to be read in conjunction with the relevant drawing from the planning application.

3. This drawing must not be copied or reproduced in any form without the written permission of Axis Mason Ltd.

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**LEGEND:**

**SITE BOUNDARY**

0 10 25 50 100 [m]

Rev	Description	Dwn	Ckd	Date
P1	Planning Issue	MW	IMCD	10/07/2020

**Client:** Dandara Jersey LTD

**Project:** 14-28 Kensington Place

**Drawing Title:** Site Location Plan

**AXIS MASON**

Sommeville House, Phillips Street,  
St Helier, Jersey, JE2 4SW  
01534 870 137 WWW.AXISMASON.COM  
LONDON GLASGOW JERSEY GDANSK DUBAI

Scale @ A4:	1:2500	Date:	JULY 2020
Project Co-ordinator:	IMCD	Issue Status:	PLANNING
Job No:	3705	Drawing No:	000
		Revision:	P1

THIRD SCHEDULE  
**The Planning Permit**



# Decision Notice

States  
of Jersey

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1655

### 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:**

Demolish existing buildings and construct 72 No. 1-bed, 27 No. 2-bed and 7 No. 3-bed residential flats with associated ground floor parking and landscaping (Amended plans and documents; amended description).

**To be carried out at:**

14 to 28 Kensington Place, (Including Revere & Stafford Hotels & Restaurant), St. Helier, JE2 3PA.

The Department considers the proposed development to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP6, SP7, and GD1, GD3, GD4, GD5, GD7, GD8, BE5, BE9, HE1, TT2, TT7, TT8, NR1, NR7, LWM1 of the Adopted Island Plan 2011 (Revised 2014) in which the re-development of the site for residential development is acceptable in this sustainable location; the site can be suitably drained and accessed and the development can be provided without adversely impacting on the amenities of neighbouring properties or on the character and appearance of the area generally.

This permission is granted subject to compliance with the following conditions and approved plans:

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

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# Decision Notice

States  
of Jersey

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1655

**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.

### Conditions:

1. The scheme shall be implemented in accordance with the Site Waste Management Plan (SWMP) Revision 1, dated 7<sup>th</sup> July 2020.
2. The scheme shall be implemented in accordance with the Sustainability Report dated July 2020 (Dandara Jersey Ltd).
3. The scheme shall be implemented in accordance with the Demolition and Construction Environmental Management Plan (DCEMP) Revision 2 dated 23<sup>rd</sup> July 2020 until the completion of the development.
4. Prior to their first use on site, samples of external materials to be used shall be submitted to and approved in writing by the Department. The approved materials shall be implemented in full and thereafter retained as such.
5. Prior to commencement of development, a scheme of foul drainage and surface water drainage shall be submitted to and approved in writing by the Department. The submitted scheme shall include:
  - i. Flow calculations for surface water run-off based up a 1-in-30-year flood event within a 120-minute duration suitably adjusted for climate change (40% over 100 years) and 'urban creep'.
  - ii. Full risk assessments and method statements detailing how the public sewer infrastructure will be protected during demolition and constriction (especially along the existing road frontage on Kensington Place during groundwork and piling phases).
  - iii. Details of the proposed arrangements for the protection of the sewer connections during demolition and piling operations and precise details of the proposed separation of the foul and surface water to the public sewer.
  - iv. Identification of existing connections that are not required. Unrequired connections are to be terminated at the site boundary to prevent debris and construction material entering the public sewer system.
6. The approved drainage scheme shall be implemented in full before the development is first brought into use and shall be retained and maintained as

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1655

such.

7. Prior to commencement of development, including any demolition or groundworks, a full CCTV survey and inspection of the public sewer infrastructure in Kensington Place shall be submitted to and approved in writing by the Department. The survey is to be completed after completion construction and any perceived faults or damage detected must be rectified by the developer to the satisfaction of the Department.

8. Prior to commencement of development of the above ground superstructure, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Department. The scheme of landscaping shall provide details of the following;

- i. the position of all new trees and/or shrubs including the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- ii. other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure; and,
- iii. A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full prior to the occupation of the development and thereafter retained as such.

9. Any trees, shrubs or grass areas that are planted as part of the development that die, become seriously damaged, destroyed or diseased within five years from completion of the development shall be replaced with a specimen of the same species and of a similar size (in which case the five year period shall recommence for that particular plant) at the earliest appropriate planting season. The particulars (including species and location) of the replacement trees, shrubs or grass areas shall be submitted to the Department for written approval prior to planting.

10. Prior to the commencement of development of the above ground superstructure, details of the ecological mitigation and enhancement proposals outlined in the Ecological Assessment Report (ref. 48156 Revision A, 26<sup>th</sup> November 2020, Stantec Ltd) shall be submitted to the Department for approval in writing. The approved details shall be fully implemented on site and signed off as such by an ecologist. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being undertaken. In the event that the commencement of the development is delayed beyond a period of 18 months from the date of the Ecological Assessment Report (ref. 48156 Revision A, 26<sup>th</sup> November 2020, Stantec Ltd) on which the agreed ecological mitigation is based, a review of the assessment report shall be submitted to the Department for approval in writing prior to commencement of development.

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Planning Application Number P/2020/1655

11. Prior to the commencement of development, an 'Environment a Skills and Training Plan' shall be to and approved in writing by the Department. The Methodology for the Skills and Training Plan shall first have been agreed with the Department. The approved details shall thereafter be implemented in full prior to commencement of development and retained in perpetuity thereafter.
12. Prior to occupation of the development, a Travel Plan shall be submitted to the department for approval in writing. The Travel Plan shall be substantially based on the details within the Transport Assessment reference 48156/001 Revision B July 2020 (Stantec Ltd). The measures in the agreed Travel Plan shall thereafter be implemented on site in perpetuity.
13. Prior to occupation of the development, details of the cycle parking facilities shall be submitted to the department for approval in writing. No part of the development hereby approved shall be occupied until the agreed details have been implemented in full. The cycle parking facilities shall thereafter be retained for use by the residents.
14. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced, drained and all car parking and motorcycle spaces have been provided with the infrastructure to enable the connection of Electric Vehicle Charging Points. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for parking or any other purpose.
15. Prior to occupation of the development, the footway across the junction of the site entry and egress with Kensington Place shall be reconstructed to medium duty finish and kerbing reset for 1.5 metres either side of the access.
16. No part of the development hereby approved shall be occupied until the renewable energy measures to off-set the carbon emissions, including the roof-top solar panels, have been installed and made operational in accordance with the approved plans. Thereafter, the measures shall be retained as such.
17. No part of the development hereby approved shall be occupied until the provisions and arrangements for the storage, sorting, recycling and disposal of refuse have been submitted to and agreed in writing with the Department and thereafter implemented in accordance with the approved details and retained as such.
18. Prior to the occupation of any part of the development hereby approved, the Percentage for Art contribution shall be delivered on site, in accordance with the details submitted in the approved Percentage for Art Statement.
19. If hidden historic features are revealed during the course of works, they shall be retained in-situ until examined by the Department or their authorised

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Planning Application Number P/2020/1655

officer. Works shall be suspended in the relevant area of the building and the Department notified immediately with a view to agreeing the appropriate action. Failure to do so may result in unauthorised works being carried out and an offence being committed.

20. Surface water run-off from the development shall not enter out onto the public footways or carriageways and must be directed into the Newgate Street area to the west unless otherwise agreed in writing by the Department.

21. Notwithstanding the detail on the approved drawings, there shall be no external plant or machinery place on top of the roofs of the development hereby approved.

### Reasons:

1. To promote sustainable development in accordance with policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
2. To promote sustainable development in accordance with policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
3. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD 1 and WM 1 of the Adopted Island Plan 2011 (Revised 2014).
4. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM 2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).
6. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM 2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).
7. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM 2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).
8. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
9. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011

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States  
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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1655

(Revised 2014).

10. To ensure the protection of biodiversity in accordance with the strategic and natural environment policies of the Adopted Island Plan 2011 (Revised 2014).

11. To support the development and training needs of Island residents, economic growth and diversification, to accord with Policy GD1 and SP5 of the Jersey Island Plan 2011 (Amended 2014).

12. In the interests of promoting sustainable patterns of development in accordance with policy SP6 of the Adopted Island Plan 2011 (Revised 2014).

13. In the interests of promoting sustainable patterns of development in accordance with policies TT4 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

14. 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, and to provide sustainable development in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).

15. In the interests of highway safety and the general amenities of the area in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).

16. In accordance with Policy NR7 of the Adopted Island Plan 2011 (Revised 2014).

17. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).

18. To ensure that an appropriate art contribution is provided on site, in accordance with policy GD8 of the Adopted Island Plan 2011 (Revised 2014).

19. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011 (Revised 2014).

20. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM 2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1655

21. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

### **Informatives:**

- 1) The developer is advised to note and act on the specific requirements under Articles 16, 17 and 20 of the Drainage (Jersey) Law, 2005.
- 2) The written approval of the Department is required pre-commencement of any work including work on, under, or in a carriageway (road), footway (pavement), or cycle route (highway). This includes reinstatement of the highway, edge kerbing, visibility splays, drainage, surface features within 2 metres of the highway.
- 3) A Non-statutory Undertaker's Licence from the Department is required to undertake work on the highway.

### **FOR YOUR INFORMATION**

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

The following plans and documents have been approved:

- 3705 000 P1 – Site Location Plan
- 3705 011 P1 – Demolition Plan
- 3705 100 P6 - Level 00 plan
- 3705 101 P3 - Level 01 plan
- 3705 102 P3 - Level 02 plan
- 3705 103 P3 - Level 03 plan
- 3705 104 P3 - Level 04 plan
- 3705 105 P3 - Level 05 plan
- 3705 106 P3 - Roof plan
- 3705 300 P2 - North-West Elevation
- 3705 301 P2 - South-East Elevation
- 3705 302 P2 - South-West Side Elevation
- 3705 303 P2 - North-East Side Elevation
- 3705 304 P3 - South-West Internal Elevation
- 3705 305 P3 - North-East Internal Elevation
- 3705 310 P2 - Proposed Section A-A
- 3705 311 P2 - Proposed Section B-B
- 3705 400 P1 - Façade Detail 01
- 3705 401 P1 - Façade Detail 02
- 3705 900 P1 - Proposed Landscape Plan

# Decision Notice

States  
of Jersey

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1655

- 3705 901 P1 – Proposed Landscape Plan Street Level
- Demolition and Construction Environmental Management Plan (DCEMP) Revision 2 dated 23<sup>rd</sup> July 2020
- Ecological Assessment Report (ref. 48156 Revision A, 26th November 2020, Stantec Ltd)
- Site Waste Management Plan (SWMP) Revision 1, dated 7<sup>th</sup> July 2020.
- Sustainability Report dated July 2020 (Dandara Jersey Ltd)
- Transport Assessment reference 48156/001 Revision B July 2020 (Stantec Ltd)

### 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](http://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](http://www.gov.je/planning)

APPROVED

## FOURTH 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.

**CONTRIBUTIONS**

- 2 To pay each of the Bus Stop Contribution, the Cycleway Contribution, the Public Sewer Contribution and the Road Works Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as each of the Bus Stop Contribution, the Cycleway Contribution, the Public Sewer Contribution and the Road Works Contribution has been paid to the Treasurer of the States.

**CAR CLUB AND FREE MEMBERSHIP**

- 4 Not to Occupy the Development until the Car Club Spaces have been laid out to the satisfaction of the Chief Officer.
- 5 On or prior to the first Occupation of each Dwelling Unit to notify in writing the Occupier of the availability of a Car Club of which such Occupier is entitled to become a member without the payment of a membership fee and at the request of such Occupier and subject to the rules of the Car Club to procure to such Occupier free membership of the Car Club.
- 6 Within fourteen (14) days of the Occupation of the last of the Dwelling Units to notify the Chief Officer that every Occupier has been notified in writing in accordance with the preceding paragraph and of the Occupiers who have joined the Car Club.
- 7 During the Car Club Term In the event that the Car Club Provider is no longer able to provide the Car Club the Owner shall use all reasonable endeavours to secure another Car Club Provider at the Site and shall provide details of such new Car Club to each Occupier who had been a member of the Car Club provided by the previous Car Club Provider.
- 8 For the avoidance of any doubt, where Occupation of any Dwelling Unit changes then each new Occupier shall be entitled to become a member



without the payment of a membership fee of the Car Club from the date of their Occupation for the balance of the Car Club Term still to run.

## FIFTH 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 four years of the date of receipt by the Treasurer of the States of such payment.

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 3<sup>rd</sup> day of November 2021

Signed on behalf of the Owner

Print Name:.....

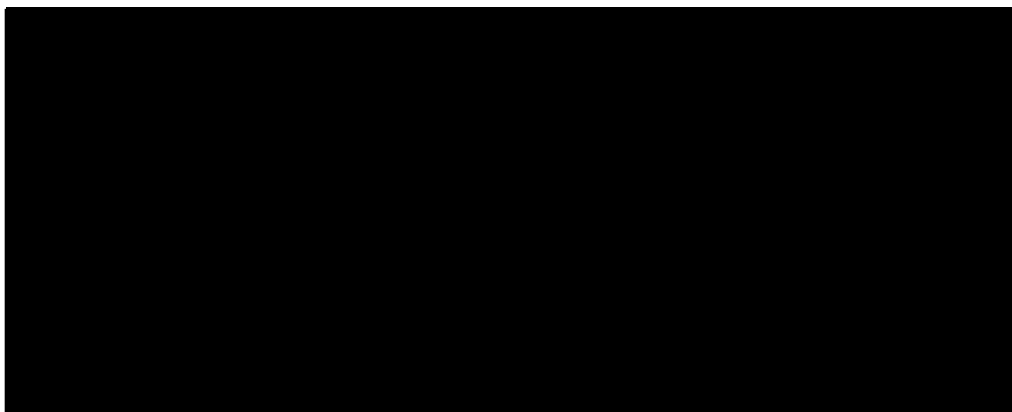
in the presence of

Print Name:.....

Signature:.....

this 24<sup>th</sup> day of SEPTEMBER 2021

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



*Jersey Home*  
Signed on behalf of Loans

Print Name: [REDACTED]

Signature: [REDACTED]

*Senior Secured Officer*

in the presence of

Print Name: [REDACTED]

Signature: [REDACTED]

this *27<sup>th</sup>* day of *October* 2021

Loans' e-mail address: [REDACTED]