

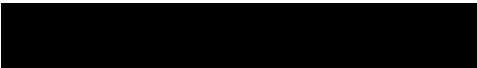
In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the twelfth day of January.

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 and 23 New Street Limited in relation to 23 New 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 (as amended)**

relating to the development of 23 New Street, St. Helier JE2 3RA

Dated: - 12th January

~~2020~~
2021

The Chief Officer for the Environment (1)

23 New Street Limited (2)

DATE

12th January

2021

PARTIES

- (1) The Chief Officer for the Environment of PO Box 55, La Motte Street, St Helier, Jersey JE4 SPE ("the Chief Officer");
- (2) 23 New Street Limited (Company Registration Number 127694) of Beachside Business Centre, Rue Du Hocq, St Clement, Jersey JE2 6LF ("the Owner").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Application has been submitted to the Chief Officer.
- 3 Having regard to the purposes of the Law and the Island Plan 2011 and all other material considerations, the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 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 structure and construct 12 No. one bed residential units with roof terraces, associated stores and parking to

	East elevation of 23 New Street. Various internal and external alterations to include refurbish office and install 1 no. rooflight to West elevation of 23 New Street." and given the reference P/2020/0944;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey responsible for planning and building in accordance with Article 1 of the Law;
"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 "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Application;
"GST"	goods and services tax or "GST" under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Island Plan 2011"	the States of Jersey Island Plan, 2011 (as amended from time to time);
"Index-Linked"	where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 11 prior to payment;
"Interest"	interest at three per cent (3%) above the

	base lending rate of the HSBC Bank Plc from time to time;
"Law"	the Planning and Building (Jersey) Law 2002;
"Plan"	the plan of the Site annexed to this Agreement as part of the First Schedule;
"Planning Permit"	the planning permission for the Development, a copy of which is attached at the Second Schedule, and references to the "Planning Permit" include where the context permits any variations and amendments to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	23 New Street, St Helier, JE2 3RA as shown edged by a black line and hatched black on the Plan and as is more fully described in the First Schedule upon part of which the Development is to be carried out; and
"Transport Infrastructure Contribution"	a financial contribution of Sixteen Thousand and Two Hundred Pounds (£16,200) Sterling Index-Linked towards the provision and enhancement of public walking and cycling infrastructure within the vicinity of the Site.

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 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notice, codes of practice and guidance made under it.
- 2.7 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.
- 2.8 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 and shall come into effect upon the grant of the Planning Permit and the commencement of the Development.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third 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 COVENANTS

The Chief Officer covenants with the Owner and the Applicant 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 Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Director - Development Control of Planning at Planning and Building Services, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE or as otherwise notified by the Chief Officer to the Owner for the purpose by notice in writing.
- 8.2 Any notices to be served on the Owner shall be deemed to have been properly served if sent by ordinary post or hand delivered to and addressed to such party at the address referred to above or as otherwise notified by the Owner to the Chief Officer 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 of Article 10 of the Law) by any statutory procedure or expires prior to Commencement.
- 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 or apply to 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 Officers' 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 the Public of the Island of Jersey (in its public capacity) or 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 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 any of its interest in the Site occurring before all the obligations under this Agreement have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until 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 (7) 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 payments 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.

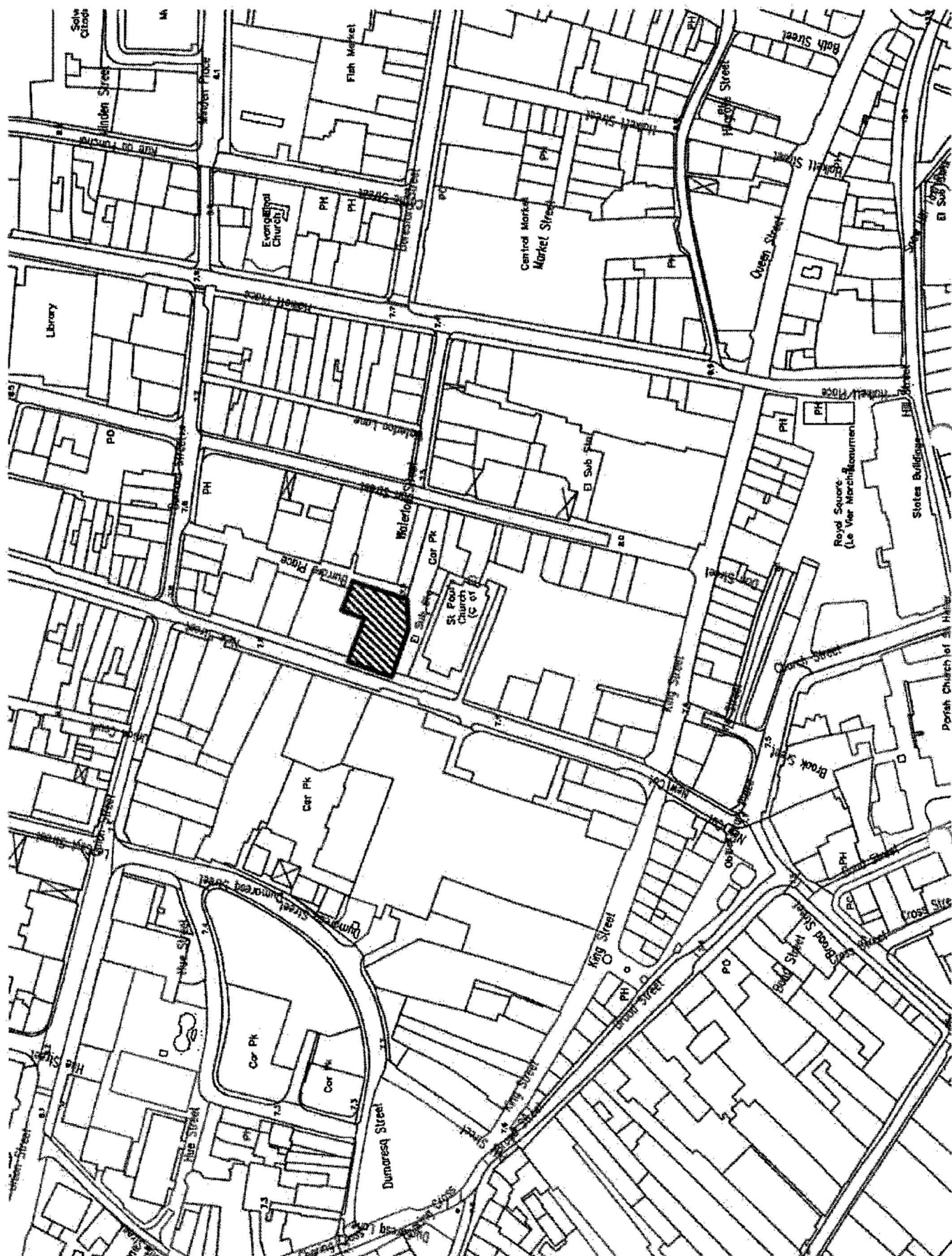
15 JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

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

The property acquired by the Owner by virtue of a contract of hereditary purchase dated 30 November 2018 from W.P. Holdings Limited registered in book 1425, page 833 of the Public Registry of Contracts.

The whole as shown for the purposes of identification on the Plan.



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/0944

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 structure and construct 12 No. one bed residential units with roof terraces, associated stores and parking to East elevation of 23 New Street. Various internal and external alterations to include refurbish office and install 1 no. rooflight to West elevation of 23 New Street. 3D model available.

To be carried out at:

23 New Street, St. Helier, JE2 3RA

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.

Condition(s):

1. Prior to the commencement of the development hereby permitted, samples of all of the external materials to be used shall be submitted to, and approved in writing by, the Development Control section of Regulation. High quality photographic evidence may be sufficient for

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/0944

some items. Thereafter, the approved details shall be implemented in full.

2. A Percentage for Art contribution shall be delivered in accordance with the Percentage for Art Statement approved as part of this permission. Details of the exact form which the artistic installation will take must be submitted to, and approved in writing by, the Development Control section of Regulation, prior to the commencement of the relevant phase of works on site. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development.
3. Prior to the commencement of any development on site, a Project Design shall be submitted to and approved in writing by the Development Control section of Regulation. The Project Design shall comprise an archaeological watching brief for the duration of the works hereby approved, with provision to record significant remains and post evaluation reporting. Once approved in writing, the Project Design shall be implemented at the applicant's expense in accordance with the approved mitigation scheme. Should there be any unexpected significant finds during the remediation and other ground works, work shall cease on site and the Development Control section of Regulation shall be notified immediately to allow for proper evaluation of such finds.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD 1 and GD 7 of the Jersey Island Plan 2011 (Revised 2014).
2. To accord with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (Revised 2014).
3. To secure and safeguard the provision for inspection and recording of matters of architectural / archaeological / historical importance associated with the building / site which may be lost in the course of works, in accordance with Policies SP 4 and HE 5 of the Jersey Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

- A. Be aware that permission must be obtained from Infrastructure, Housing, and Environment (Transport) on +44 (0)1534 445509 for any works adjacent to, or which directly affect, a public highway. The agreed work will be required to be carried out by an approved contractor, to an agreed specification, at the cost of the developer.
- B. The applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/0944

of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

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

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

5165 / 01 – Location Plan
 5165 / 02 – Survey Existing Site / Ground Floor Layout
 5165 / 04 – Survey Existing Elevations
 5165 / 05 – Survey Existing Photographs
 5165 / 10 D – Proposed Site / Ground Floor Layout
 5165 / 11 C – Proposed Upper Floor Layouts
 5165 / 12 B – Proposed Elevations (sheet 01)
 5165 / 13 C – Proposed Elevations (sheet 02)
 Archaeological Desk Based Assessment
 Design Statement (Rev B)
 Drainage Report
 Heritage Impact Assessment
 Hydrology Report
 Initial Ecological Assessment (incl. Preliminary Roost Inspection)
 Planning Statement
 Public Art Statement
 Site Waste Management Plan
 Transport Statement and Outline Residential Site Travel Plan Report

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

APPROVED

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

The Owner in regard to the Site covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than fourteen (14) days' notice in writing of its intention so to do.

TRANSPORT INFRASTRUCTURE CONTRIBUTION

- 2 To pay to the Treasurer of the States the Transport Infrastructure Contribution prior to Commencement.
- 3 Not to Commence the Development until the Transport Infrastructure Contribution shall have been paid to the Treasurer of the States.

FOURTH SCHEDULE**Chief Officer's Covenants with the Owner****Repayment of contributions**

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of 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 (5) years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by

[REDACTED]

PETER LE GRESLEY

in the presence of

[REDACTED]

CHRISTOPHER JONES.

this 12th day of January 2020

Signed on behalf of 23 New Street Limited

by

[REDACTED]

[REDACTED]

in the presence of

[REDACTED]

this 17th day of December 2020