

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twenty-two, the seventeenth day of October.**

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, Castle Properties 2 (Jersey) Limited and New Look Lending LLP in relation to 23-35 Halkett Place, St Helier, JE2 4WG, 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 23-35 Halkett Place, St. Helier, JE2 4WG

Dated:

17<sup>th</sup> October

2022

The Chief Officer for the Environment (1)

Castle Properties 2 (Jersey) Limited (2)

New Look Lending LLP (3)

DATE

17<sup>th</sup> October

2022

**PARTIES**

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("the Chief Officer");
- (2) **Castle Properties 2 (Jersey) Limited** a Jersey registered private company with registration number 98314 and registered address at 44 Esplanade, St Helier, Jersey JE4 9WG ("the Owner"); and
- (3) **New Look Lending LLP** an English registered company (No OC434059) whose registered office is situate at 33 George Street, Wakefield, West Yorkshire, United Kingdom, WF1 1LX ("New Look")

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 New Look has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) registered in the Royal Court on 11 December 2020.
- 3 The Application has been submitted for and on behalf of the Owner.
- 4 Having regard to the purposes of the Law, the States of Jersey Island Plan, 2022 and all other material considerations the Chief Officer on 22 July 2022 resolved to approve the grant of planning permission for the Development, subject to the prior completion of this Agreement.
- 5 The Chief Officer is satisfied that in all of the circumstances, and subject to the prior completion of this Agreement, that a decision notice can be issued.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 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, "Remove stair and lift access, install 2 no. doors to West elevation. Replace 1 no. door to East elevation. Change of use of first floor and part of second floor from retail/ancillary office, refurbish existing 5 no. one bed apartments and construct third floor area to create, 29 no. 1 bed and 4 no. 2 bed residential units. Construct ancillary structures to provide recycling/bin and bicycle parking to West of site." and given the reference P/2021/1990;
"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) permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and Commence shall be construed accordingly;
"Development"	the development of the Site as set out in the Application;
"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;
"Law"	the Planning and Building (Jersey) Law 2002;
"Plan"	the plan of the Site annexed to this Agreement at the Second Schedule;

"Planning Permit"	the planning permission for the Development with reference P/2021/1990, a copy of which is attached at the Third Schedule;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the property of the Owner currently known as 23-35 Halkett Place, St. Helier, JE2 4WG upon which the Development is to be carried out as shown for the purpose of identification only on the Plan;
"Transport Contribution"	means the sum of thirty seven thousand eight hundred pounds (£37,800) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards achieving safer routes for those walking or cycling in 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 one gender include all 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 to that party's 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 and shall come into effect upon the later of:

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

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 COVENANTS**

The Owner covenants and agrees with the Chief Officer 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 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 at Planning and Building Services, La Motte Street, St Helier, Jersey or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices to 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 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 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 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 legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

## **11 INDEXATION**

Any sum referred to in the Fourth 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 interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.

**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 LENDERS CONSENT**

New Look 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 New Look over the Site shall take effect subject to this Agreement PROVIDED THAT New Look shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it will be bound by the obligations as a person deriving title from the Owner.

**15 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 Owner is the owner of all that immovable property comprising retail shop, stores, offices, staff rest room, escalators, goods lift, loading platform and residential flats constructed on the site of 23, 25, 27, 29, 31, 33 and 35 "Halkett Place" and the site of a certain store or laundry which was to be found to the North of 25 "Halkett Place",

*Item*, a certain car-park established on the site of a certain building, formerly described as two shops, and lying immediately to the East of a certain property known as "Don House".

*Item*, the "fonds" of a certain private roadway called "Divan Lane" and established to the North of the large building hereinabove described, to the East of an open area of land hereinafter described, to the East of the hereinbefore mentioned car-park, to the East of 7 "Divan Lane" and 5 & 7 "Waterloo Street" belonging to Derek Roy Anderson and exiting on its Northern extremity onto the public road "Waterloo Street".

*Item*, the "fonds" of part of a certain other private roadway called "Arm Lane" (excluding that section of "Arm Lane" lying to the West of and co-extensive with 37 "Halkett Place") and running to the East of and parallel with "Divan Lane" to the West of 43 "Halkett Place", belonging to "Anderson Holdings Limited" to the West of 41 "Halkett Place" belonging to "Dielament Holdings Limited", to the West of 39 "Halkett Place" belonging to "La Lourderie Holdings Limited" and to the West and to the North of the large building forming part of the Property and exiting on its Northern extremity onto "Waterloo Street".

*Item*, a certain area of open land lying to the North of the property formerly known as "British Home Stores" belonging to "Epoch Properties Limited", to the South of the car-park forming part of the Property and to the West of "Divan Lane",

*Item*, a triangular area of Land lying to the North-East of the property formerly known as "British Home Stores".

*Item*, all and any land lying to the East and co-extensive with the open land and the triangular area of land.

to which the Owner has right by hereditary purchase pursuant to a contract passed before the Royal Court of Jersey on 3 August 2007 from Woolworths Plc.

The Site is shown for the purpose of identification on the Plan.

SECOND SCHEDULE

The Plan



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Schedule



**THIRD SCHEDULE**  
**The Planning Permit**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1990

**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:**

Remove stair and lift access, install 2 no. doors to West elevation. Replace 1 no. door to East elevation. Change of use of first floor and part of second floor from retail/ancillary office, refurbish existing 5 no. one bed apartments and construct third floor area to create, 29 no. 1 bed and 4 no. 2 bed residential units. Construct ancillary structures to provide recycling/bin and bicycle parking to West of site.

**To be carried out at:**

23-35, Halkett Place, St. Helier, JE2 4WG.

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.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1990

### Condition(s):

1. No part of the development hereby permitted shall be begun until a Demolition/Construction Environmental Management Plan has been submitted to and approved by the Department. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
  - A. details of any hoarding or scaffolding to be installed;
  - B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
  - C. Details of any proposed crushing/ sorting of waste material on site;
  - D. Specified hours of working.
2. The measures outlined in the approved Initial Ecological Assessment, dated 5 July 2021, shall be implemented prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department prior to works being undertaken.
3. No part of the development hereby permitted shall be begun until details in respect of proposed paint colour(s) for the exterior of the building have been submitted to and approved in writing by the Department. Works shall thereafter be carried out in full in accordance with such approved details, prior to first occupation.
4. Prior to the commencement of development on site, precise details of the proposed Percentage for Art scheme shall be submitted and approved in writing by the Department. The approved scheme shall be implemented in full prior to first occupation and thereafter retained as such.
5. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such. The facilities shall include 5 no. electric charging points for electric cycles.
6. No part of the development hereby approved shall be occupied until the electric car charging facilities have been wholly installed in accordance with the approved plans. Once installed, the facilities shall thereafter be retained as such.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1990

### **Reason(s):**

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Adopted Bridging Island Plan 2022.
2. To ensure the protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the Adopted Bridging Island Plan 2022.
3. 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 policies SP 4, HE1 and HE5 of the Adopted Bridging Island Plan 2022.
4. To ensure provision of a Percentage for Art scheme as required by Policy GD10 of the Adopted Bridging Island Plan 2022.
5. To encourage sustainable travel in accordance with policies SP1 and TT1 of the Adopted Bridging Island Plan 2022.
6. In the interests of safe and inclusive travel, in accordance with policy TT2 of the Adopted Bridging Island Plan 2022.

### **FOR YOUR INFORMATION**

#### **Planning permission subject to a Planning Obligation Agreement, dated **XXX****

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

The following plans have been approved:

#### Location Plan

1709 PL 110 - Proposed Ground Floor Plan  
1709 PL 111 - Proposed First Floor Plan  
1709 PL 112 - Proposed Second Floor Plan  
1709 PL 113 - Proposed Third Floor Plan  
1709 PL 114 - Proposed Roof Plan  
1709 PL 115 - Proposed Elevations  
1709 PL 116 - Proposed Elevation Detail  
1709 PL 117 - Proposed Window Section Detail  
1709 PL 118 - Proposed Cycle Storage Bulding  
Housing Density Statement  
IEA & PRI prepared by Nurture Ecology Ltd  
Design & Heritage Impact Assessment prepared by Antony Gibb Ltd

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1990

### 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)

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APPROVED

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

The Owner covenants, agrees and undertakes:

**COMMENCEMENT**

1 To give to the Chief Officer seven (7) days' notice in writing prior to Commencement.

**TRANSPORT CONTRIBUTION**

2 To pay the Transport Contribution to the Treasurer of the States prior to the Commencement.

3 Not to Commence until such time as the Transport Contribution has been paid to the Treasurer of the States.



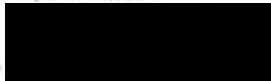
**FIFTH SCHEDULE****Chief Officer's Covenants**

- 1 The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States 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 5 years of the date of receipt by the Treasurer of the States of such payment.
- 3 The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidence by an Act of the said Court.

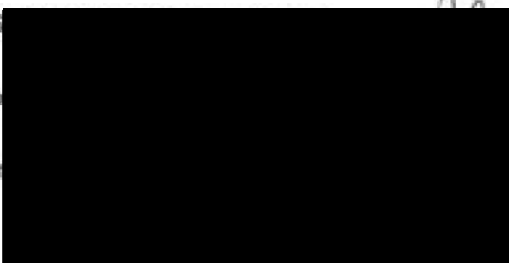
Signed on behalf of the Chief Officer

by ... 

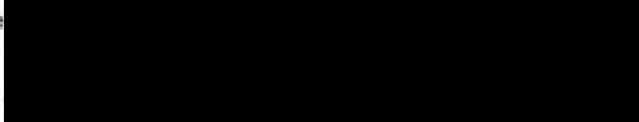
in the presence of



this 17<sup>th</sup> day of October 2022

S   
b .....  
is .....

this 12 day of October 2022

Signe   
by ...

in the presence of  


this 12 day of October 2022