

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and nineteen, the fifth 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, LMF Jersey Investments Limited and Anne Philippa Hassell née Quenault in relation to the development of the site known as 14, 16, 19 and 28 Rue de Funchal, 108 Halkett Place, 78, 80, 82, 84, 86, 88, 90 and 92 Bath Street, St Helier, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

**Planning Obligation Agreement under Article 25 of the Planning and Building  
(Jersey) Law 2002**

relating to the development of the site known as 14, 16, 19 and 28 Rue de Funchal, 108  
Halkett Place, 78, 80, 82, 84, 86, 88, 90 and 92 Bath Street, St Helier, Jersey

Dated

5<sup>th</sup> November

2019

The Chief Officer for the Environment (1)

LMF Jersey Investments Limited (2)

Mrs Anne Philippa Hassell née Quenault (3)

DATE

5<sup>th</sup> November

2019

**PARTIES**

1. The Chief Officer for the Environment of PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE (**"the Chief Officer"**);
2. LMF Jersey Investments Limited of 25 Commercial Street St Helier Jersey JE2 3RU (**"the Owner"**)
3. Mrs Anne Philippa Hassell née Quenault of La Cachette La Rue du Moulin de Ponterrin Trinity JE3 5HH (**"the 78 Bath Street Owner"**)

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site (with the exception of 78 Bath Street and the Parish Land) by virtue of :-
  - 1) Contract of gift, cession and transfer of 28 James Street, St Helier dated 27th October 2006 from C Le Masurier Limited
  - 2) Contract of gift, cession and transfer of 90 Bath Street, St Helier dated 27th October 2006 from C Le Masurier Limited
  - 3) Contract of gift, cession and transfer of 92 Bath Street, St Helier dated 27th October 2006 from Milford Investments Limited
  - 4) Contract of gift, cession and transfer of 80 Bath Street, St Helier dated 27th October 2006 from Webber and Company Limited
  - 5) Contract of gift, cession and transfer of The Odeon, Bath Street, St Helier dated 27th October 2006 from Le Masurier's Centre Limited
  - 6) Contract of gift, cession and transfer of a car park and 82, 84, 86 & 88 Bath Street, St Helier dated 27th October 2006 from Le Masurier's Centre Limited.
- 2 The 78 Bath Street Owner is the owner in perpetuity (*à fin d'héritage*) of 78 Bath Street by virtue of the Will of Immovable Estate of the late Queenie Armentieres Quenault, nee Stone, registered by Act of the Royal Court dated 18<sup>th</sup> March 2010, the deceased having right by virtue of the Will of Immovable Estate of the late Philip Henry Quenault, registered by Act of the Royal Court dated 20<sup>th</sup> December 1979, the latter deceased having right by hereditary purchase by contract dated 2<sup>nd</sup> November 1967 from Philip Peter Quenault.
- 3 With the consent of the 78 Bath Street Owner and the Parish of St Helier, the Owner submitted the Application (accorded the reference P/2019/0711) for planning permission for the Development.

- 4 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 16 October 2019 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 6 The Owner intends to acquire 78 Bath Street from the 78 Bath Street Owner.
- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 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>"78 Bath Street"</b>	the property known as 78 Bath Street, St Helier, Jersey, the whole as shown for the purposes of identification hatched on the plan forming the Second Schedule
<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 80, 82, 84, 86, 88, 90 and 92 Bath Street, 14, 16, 19 and 28 Rue de Funchal and 108 Halkett Place and all site structures to Bath Street commuter car park and former "Odeon" car park. Construct 81 No. one bed and 63 No. Two bed residential units, 1 No. hotel, 1 No. restaurant and 1 No. retail unit with associated structures, parking and landscaping. Create public access route from Bath Street to Halkett Place and

	various public realm and highways improvements." and given the reference P/2019/0711;
<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 constructions works (including any clearance of the Site or any demolition on the Site) 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 and removal of any asbestos from the Site and and "Commence" and "Commenced" shall be construed accordingly;
<b>"Conduits"</b>	electrical fittings, sanitary fittings, drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires, fibre optics and mains and any other conduits for carrying gas, electricity and electrical signals and data in any form, water, air, fuel, soil and any other services or any of them.
<b>"Development"</b>	the development of the Site as set out in the Planning Permit;
<b>"Dwelling Unit"</b>	a residential unit (but excluding for the avoidance of doubt the Hotel) forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"Footpath Works"</b>	the following works: a) widening of the footpath and granite

	<p>paving at Rue de Funchal from Nelson Street car park to Minden Place;</p> <p>b) widening of the footpath and granite paving adjacent to the Site at Halkett Place;</p> <p>c) widening of the footpath and resurfacing at Bath Street;</p> <p>as shown for the purposes of identification only shown hatched in blue on the Footpath Works Plan and in accordance with a specification consistent with the Footpath Works Plan;</p>
<b>"Footpath Works Plan"</b>	the plan outlining the Footpath Works, a copy of which is contained in the Sixth Schedule;
<b>"GST"</b>	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Hotel"</b>	the hotel forming part of the Development to be constructed pursuant to the Planning Permit
<b>"Index"</b>	the all Items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
<b>"Interest"</b>	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time;
<b>"Island Plan 2011"</b>	the States of Jersey Island Plan, 2011 (as amended from time to time);
<b>"Law"</b>	the Planning and Building (Jersey) Law 2002;

<b>"Occupation", "Occupy" and "Occupied"</b>	means 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;
<b>"Parish Land"</b>	Rue De Funchal and any areas owned by the Parish of St Helier
<b>"Pedestrian Link"</b>	the new east-west pedestrian link from Bath Street to Halkett Place as shown for the purposes of identification only shown cross hatched in green on the Pedestrian Link Plan;
<b>"Pedestrian Link Works"</b>	the works to construct the Pedestrian Link in accordance with a specification consistent with the Pedestrian Link Plan;
<b>"Pedestrian Link Plan"</b>	the plan outlining the Pedestrian Link Works, a copy of which is contained in the Seventh Schedule;
<b>"PoSH"</b>	the Parish of St Helier;
<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 Realm"</b>	the sum of two hundred and forty thousand

<b>"Contribution"</b>	pounds (£240,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards public realm improvement works consisting of improving Bath Street to aid pedestrian movement;
<b>"Royal Court"</b>	the Royal Court of the Island of Jersey;
<b>"Site"</b>	the site comprising the property known as 14, 16, 19 and 28 Rue de Funchal, 108 Halkett Place, 78, 80, 82, 84, 86, 88, 90 and 92 Bath Street, St Helier, Jersey, the whole as shown for the purposes of identification 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 Fourth Schedule. This Agreement shall be enforceable against any successor in title to the Owner and accordingly following disposal of 78 Bath Street to the Owner, this Agreement shall be enforceable against the Owner and any person claiming or deriving title through or under the Owner to the Site (or any part or parts thereof) (with exception of the Parish Land).

For the avoidance of any doubt, any obligations or covenants in this Agreement are not enforceable against the 78 Bath Street Owner unless and until a contract of sale is passed before the Royal Court in respect of 78 Bath Street by the 78 Bath Street Owner to the Owner and only then shall any such obligations or covenants be enforceable against the Owner and any successor in title of 78 Bath Street.

### **6 CHIEF OFFICER COVENANTS**

The Chief Officer jointly and severally covenants with the Owner and the 78 Bath Street 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 and/or the 78 Bath Street 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 South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 8.2 Any notices served on the Owner and/or the 78 Bath Street 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 and/or the 78 Bath Street 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 and/or the 78 Bath Street 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 and/or the 78 Bath Street 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 all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal to any group company (which for the purposes of this Clause 10 shall mean a "wholly-owned subsidiary" or "holding body" as defined by Article 2 of the Companies (Jersey) Law 1991) of the Owner, the disposal to the Owner of 78 Bath Street and any 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 COUNTERPART**

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.

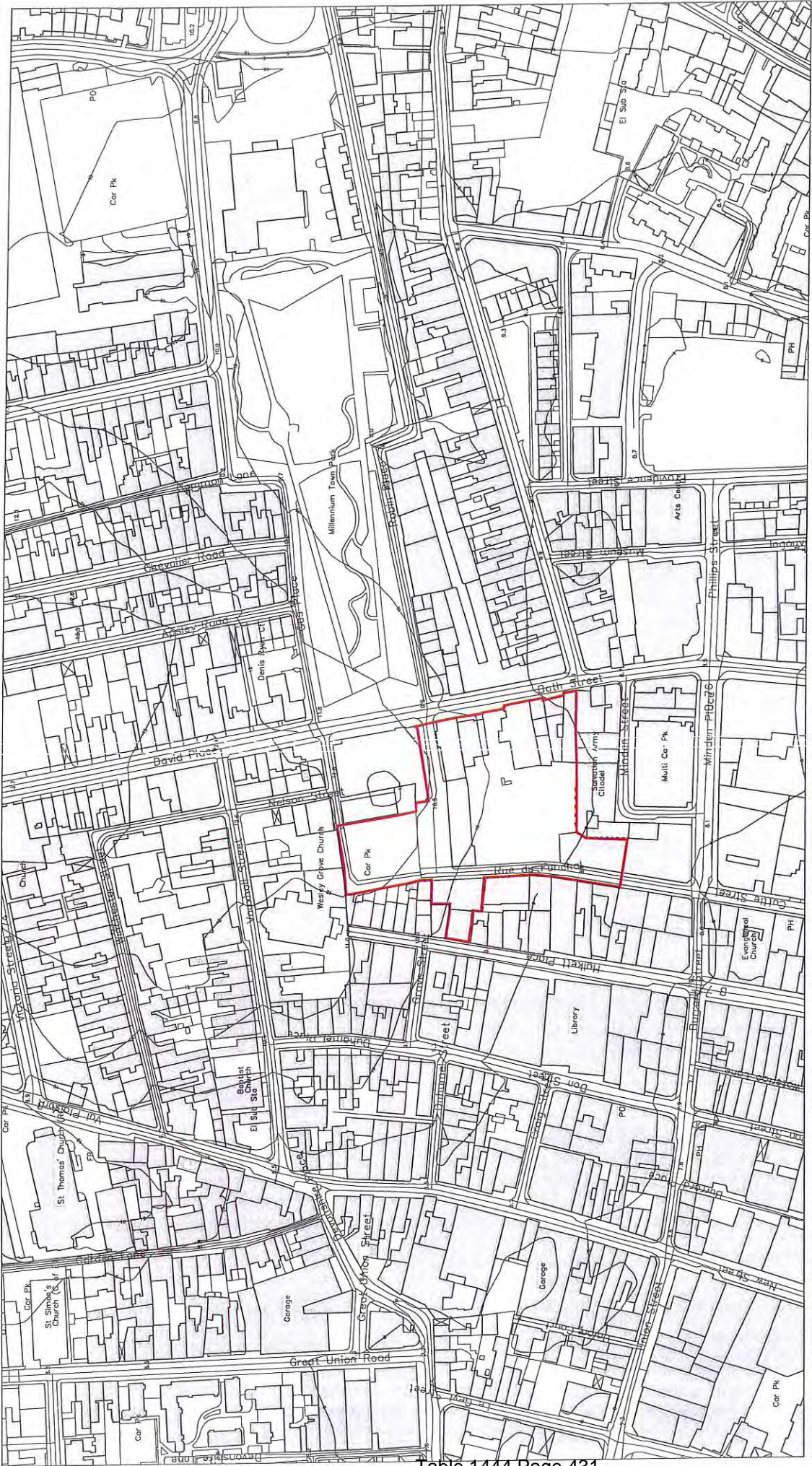
**16 JURISDICTION**

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

## FIRST SCHEDULE

**The Site**





NOTES

Figured dimensions only are to be taken from this drawing. All dimensions are to be checked on site before any work is put in hand. If in doubt, seek confirmation.

This drawing must be read in conjunction with all other architect's drawings, schedules and specifications.

This drawing must be read in conjunction with relevant drawings from other consultants. In the case of inconsistencies, seek confirmation.

This drawing must not be copied in whole or in part without the prior written permission of Axis Mason Ltd.

Rev

Description

Dwn

Ckd

Date

P101

Planning Issue

MA

AK

07/05/2019

LEGEND:

Planning application boundary

Scale bar

0m    20m    50m    100m

Client:

LMF Jersey Investments Limited

Project:

Bath Street Development

Drawing Title:

Location Plan

Scale @ A4:

1:2500

Project Co-ordinator:

McD

Date:

APRIL 2019

Issue Status:

PLANNING

Job No:

3490

Drawing No:

001

Revision:

P101

**AXIS MASON**

Sumner House, Phillips Street,  
St James' Church, Bath, Somerset  
01224 876 127 WWW.AXISMASON.COM

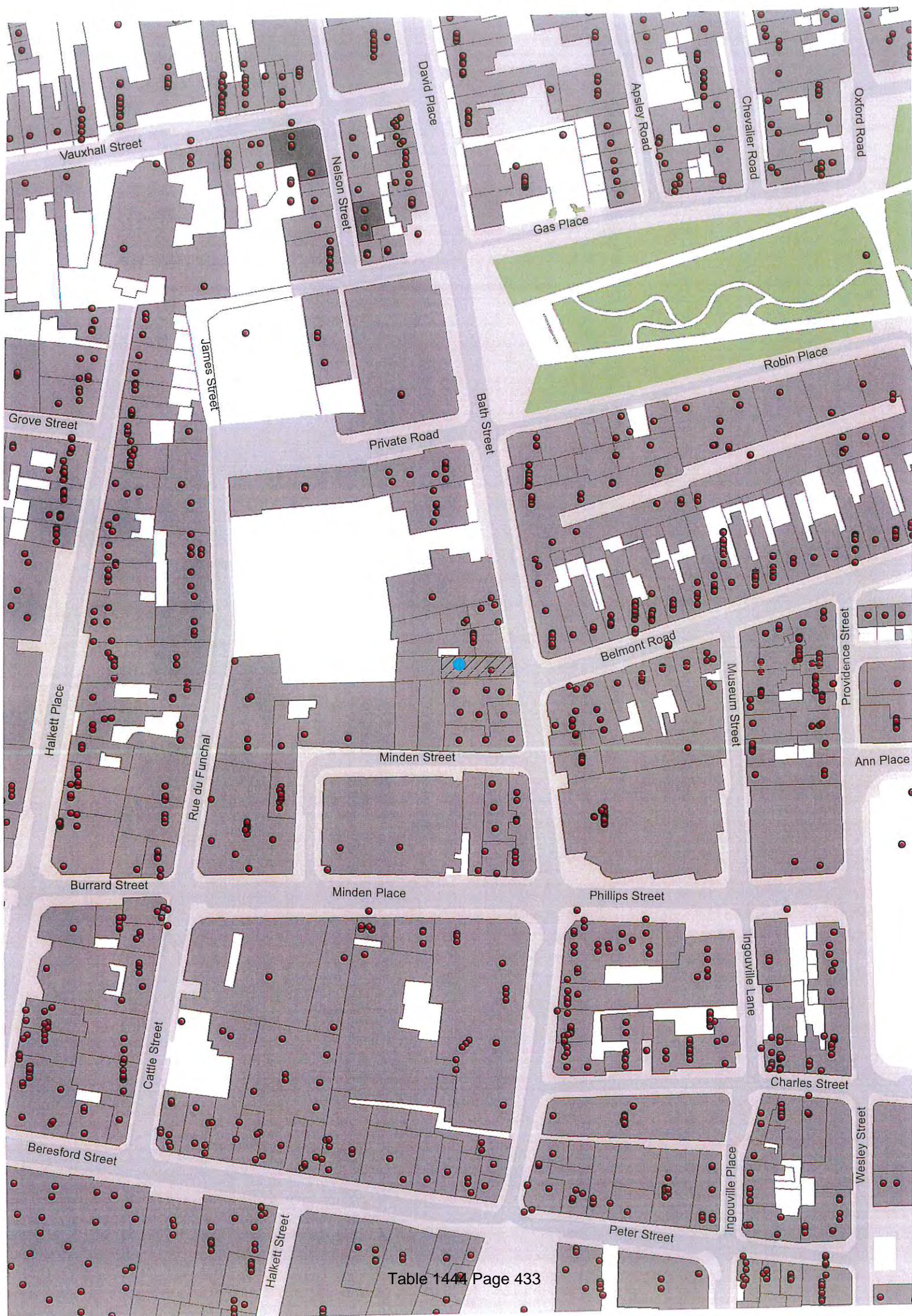
LONDON   GLASGOW   JERSEY   GDANSK   DUBAI



SECOND SCHEDULE

**78 Bath Street**







THIRD SCHEDULE  
**The Planning Permit**

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0711

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 80, 82, 84, 86, 88, 90 and 92 Bath Street, 14, 16, 19 and 28 Rue de Funchal and 108 Halkett Place and all site structures to Bath Street commuter car park and former "Odeon" car park. Construct 82 No. one bed and 63 No. Two bed residential units, 1 No. hotel, 1 No. restaurant and 1 No. retail unit with associated ancillary structures, parking and landscaping. Create public access route from Bath Street to Halkett Place and various public realm and highway improvements. 3D model available. **AMENDED PLANS RECEIVED**  
Removal of 1, one bedroom residential unit from Bath Street elevation to total 81 No. one bed and 63 No. Two bed residential units, Design alterations to the north elevation of the hotel building. Widen pedestrian/cycle access to Rue de Funchal/Halkett Place link.

### To be carried out at:

14, 16, 19 & 28 Rue de Funchal, 108 Halkett Place, 78, 80, 82, 84, 86, 88, 90 & 92 Bath Street, Bath Street, St. Helier, JE2 4SU, JE2 4TT, JE2 4WH.

**REASON FOR APPROVAL:** The proposed development is considered to be acceptable having due regard all of the material considerations raised. In addition, the representations raised to the scheme have been assessed including the demolition of the listed buildings on site contrary to Policy HE1.

However, In this case, there are overwhelming benefits of the proposed mixed use development to deliver a major regeneration scheme on a long under-used eyesore of a site which acts as a vital link on a prominent site

**APPROVED**

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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between different key intervention sites identified by the North St Helier Masterplan.

The proposed development would deliver much needed housing on a brownfield site in a sustainable location in close proximity to the town centre as directed by the Island Plan. The proposal would also deliver a large hotel and 2 commercial units in a sustainable location as supported by Visit Jersey, Jersey Business and Tourism helping to support the tourism industry and the attendant job creation.

The proposal would also involve the removal of commuter car parking for 150 spaces as promoted by the Island Plan. There would be other transport benefits of the scheme from traffic calming, widening of footpaths and vastly improved links east-west between the Town Park and Halkett Place including the pedestrianisation of the road to the north.

It is considered that overall, having considered all the arguments for and against this scheme, that the benefits listed above outweigh the harm with the demolition of the listed buildings on site and therefore the decision is for approval.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:  
<http://www.gov.je/industry/construction/pages/constructionsite.aspx>

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:  
[http://www.london.gov.uk/thelondonplan/guides/bpg/bpg\\_04.jsp](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should follow the

APPROVED



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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provisions of the Food Hygiene (General Provisions) (Jersey) Order, 1967. Further advice can be obtained from Environmental Health on +44 (0) 1534 443712.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on extraction systems in the following documents: 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' prepared by Netcen on behalf of DEFRA 2005 and 'Heating and Ventilating Contractor's Association DW/172 Specification for Kitchen Ventilation Systems' 2005.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the documents 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

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):

- The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment a Phasing Plan which shall include details of the order in which the principal elements of the development are proposed to be carried out. These shall include ground preparation works, construction of the Blocks A-D, vehicular access, car parking, the public realm and landscape works. The development shall thereafter be implemented only in accordance with the approved Phasing Plan.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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2. A Percentage for Art contribution must be delivered in accordance with a Public Art Statement submitted to, and approved by, the Department of the Environment. The approved work of art must be installed prior to the first occupation of any part of the development hereby approved.
3. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual dwellings and commercial units the manner in which their use may be controlled. The parking spaces shall be retained as such thereafter.
4. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be occupied until a Green Travel Plan to cover not less than 10 years from the date of first occupation has been submitted to and approved in writing by the Department of the Environment. No accommodation shall be occupied until a Green Travel co-ordinator has been appointed and their details forwarded to the Minister. The details of any subsequent appointees shall also be forwarded without undue delay. The approved Green Travel Plan shall be implemented in full over the period covered.
5. The development hereby permitted shall not be commenced until a scheme of service infrastructure has been submitted to and approved in writing by the Department of the Environment. The scheme shall include details of: (a) communal waste facilities including provision for the separation of wastes for recycling, to include, but not be limited to food compost, glass and cardboard; (b) arrangements for the collection of waste; (c) communications infrastructure, including but not limited to any communal satellite television reception system; (d) the location and number of electric car charging points; (e) a system of sustainable urban drainage and rainwater harvesting for the irrigation and watering of landscaped areas; (f) external lighting; (g) smart meters for water and electricity consumption visible within every residential unit; and (h) phasing of the implementation of the foregoing by reference to the matters addressed in the approved Phasing Plan. The detailed matters shall be implemented as approved and retained for the lifetime of the development.
6. No phase of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan for that phase have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.
7. Prior to commencement of the development hereby approved, a Project Design for an archaeological evaluation which will aim to gather sufficient information to establish the presence/absence, extent, condition, character,

APPROVED



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0711

quality and date of any archaeological deposits within those areas affected shall be submitted to and approved in writing by the Department of the Environment. The Project Design once approved in writing, shall be implemented at the applicant's expense. In the event that any significant archaeological finds are made, work shall cease and the Department of the Environment shall be notified immediately to allow for proper evaluation of such finds and may require further mitigation.

8. Prior to the commencement of the development hereby permitted, a report setting out the arrangements for the management of the landscaped areas shall be submitted to and approved in writing by the Department of the Environment. The Report shall be implemented as approved. If, during the first 5 years from the date of planting, any tree or shrub planted in accordance with the approved landscape scheme dies, is removed or becomes seriously damaged or diseased, it shall be replaced in the next planting season by a similar tree or shrub, unless the Minister gives written consent for a variation of the scheme.

9. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.

10. The following sound materials/features/fixtures forming part of the buildings known as 92 Bath Street shall be carefully taken down, protected and securely stored for later re-erection or re-use:

- 1) Mahogany staircase
- 2) Panelled doors.
- 3) Wall panelling.
- 4) Bedroom fireplaces.

Prior to commencement of work on 92 Bath Street, a scheme identifying the items to be removed, and arrangements for secure storage; shall be submitted to and approved in writing by the Department of the Environment.

11. Prior to commencement of the development hereby approved, a programme of recording and analysis of the protected structures to be lost to the terms of 82 and 92 Bath Street shall be submitted to and approved by the Department of the Environment. The recording and analysis shall be carried out by a suitably qualified person as agreed by the Department. That work shall be carried out in full accordance with the programme approved. Any variations shall be agreed to in writing by the Department prior to the commencement of such work.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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12. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.

13. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, following the commencement of development during the demolition and construction phases, should any contamination not previously identified be found, the Department of the Environment shall be informed as soon as possible. No further development shall be carried out (unless otherwise agreed in writing with the Department) until the levels of potential contaminants in the ground have been investigated and any risks to human health or the wider environment assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

14. No part of the development hereby approved shall be occupied until a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the reporting of this to the Department.

15. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. 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. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
- 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;

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D. Specified hours of working;

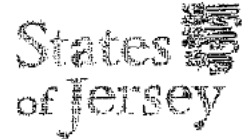
### Reason(s):

1. To ensure the satisfactory phasing of works in the interests of public amenity, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
2. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014).
3. To ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
4. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011 (Revised 2014)
5. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
6. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014)
7. 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 SP4, HE5 of the Adopted Island Plan 2011 (Revised 2014).
8. To mitigate against the potential failure of trees and plants, and the extent to which that might threaten the success of the approved landscape scheme and in accordance with the requirements of Policies SP7 and GD7 of the Jersey Island Plan 2011 (Revised 2014)
9. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
10. 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 SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011 (Revised 2014).
11. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or

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place in accordance with Policies SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011 (Revised 2014).

12. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

13. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

14. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

15. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

### FOR YOUR INFORMATION

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

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

Environmental Impact Statement - Non-technical Summary  
 Environmental Impact Statement Volume 2 - Appendix F.1  
 Environmental Impact Statement Volume 1 - Main Report  
 Environmental Statement - Appendix H  
 Existing and Proposed Context Elevation  
 Facade Details 1 - Block A Bath Street  
 Facade Details 2 - Bath Street Hotel  
 Facade Details 3 - Hotel and Block B - New Pedestrian Route  
 Facade Details 4 - Block B Rue de Funchal  
 Facade Details 5 - Block C Rue de Funchal  
 Facade Details 6 - Block D Halkett Place  
 Facade Details 7 - Block D Rue de Funchal  
 Facade Details 8 & 9 - Block E  
 Framework Travel Plan  
 Heritage Impact Assessment  
 Location Plan  
 Proposed Block A Elevations Sheet 1  
 Proposed Block Elevations - Block D  
 Proposed Block Elevations - Hotel  
 Proposed Elevations - Block B  
 Proposed Elevations - Block C  
 Proposed Elevations - Block E

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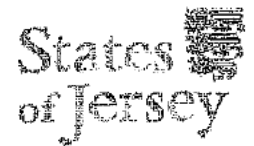
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Proposed Elevations Block A Sheet 2  
 Proposed Ground Floor Public Realm  
 Proposed Landscape Plan  
 Proposed Landscape Plan - Roof Gardens  
 Proposed Level 00 Plan  
 Proposed Level 00 Plan - Block A  
 Proposed Level 00 Plan - Block B  
 Proposed Level 00 Plan - Block C  
 Proposed Level 00 Plan - Block D  
 Proposed Level 00 Plan - Block E  
 Proposed Level 00 Plan - Block H  
 Proposed Level 01 Plan  
 Proposed Level 01 Plan - Block A  
 Proposed Level 01 Plan - Block B  
 Proposed Level 01 Plan - Block C  
 Proposed Level 01 Plan - Block D  
 Proposed Level 01 Plan - Block E  
 Proposed Level 01 Plan - Block H  
 Proposed Level 02 Plan  
 Proposed Level 02 Plan - Block A  
 Proposed Level 02 Plan - Block B  
 Proposed Level 02 Plan - Block C  
 Proposed Level 02 Plan - Block D  
 Proposed Level 02 Plan - Block E  
 Proposed Level 02 Plan - Block H  
 Proposed Level 03 Plan  
 Proposed Level 03 Plan - Block A  
 Proposed Level 03 Plan - Block B  
 Proposed Level 03 Plan - Block C  
 Proposed Level 03 Plan - Block D  
 Proposed Level 03 Plan - Block E  
 Proposed Level 03 Plan - Block H  
 Proposed Level 04 Plan  
 Proposed Level 04 Plan - Block A  
 Proposed Level 04 Plan - Block B  
 Proposed Level 04 Plan - Block C  
 Proposed Level 04 Plan - Block H  
 Proposed Level 05 Plan  
 Proposed Level 05 Plan - Block A  
 Proposed Level 05 Plan - Block B  
 Proposed Level 05 Plan - Block H  
 Proposed Roof Plan  
 Proposed Roof Plan - Block B  
 Proposed Roof Plan - Block C  
 Proposed Roof Plan - Block D  
 Proposed Roof Plan - Block E

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Proposed Roof Plan - Block H  
Proposed Roof Plan - Block A  
Proposed Sectional Context Elevations  
Proposed Site Plan  
Public Art Statement  
Transport Assessment  
General Arrangement New Surface Water Sewer  
General Arrangement Drainage Plan

### 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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## 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 not less than seven (7) days' notice in writing of its intention so to do.

**CONTRIBUTION**

- 2 To pay the Public Realm Contribution to the Treasurer of the States prior to the first Occupation of the Development.
- 3 Not to Occupy the Development until such time as the Public Realm Contribution has been paid to the Treasurer of the States.

**PEDESTRIAN LINK WORKS**

- 4 To carry out and complete at the cost of the Owner the Pedestrian Link Works as follows:
  - 4.1 to the extent of the Pedestrian Works from Bath Street to Rue de Funchal prior to Occupation of the Hotel ("**Hotel Pedestrian Link Works**"); and
  - 4.2 the remainder of the Pedestrian Works from Rue de Funchal to Halkett Place prior to Occupation of the Dwelling Units to the west of Rue de Funchal forming part of the Development. ("**Remaining Pedestrian Link Works**").
- 5 Not to Occupy the Hotel until such time as the Hotel Pedestrian Link Works have been carried out and completed.
- 6 Not to Occupy the Dwelling Units to the west of Rue de Funchal forming part of the Development until such time as the Remaining Pedestrian Link Works have been carried out and completed.
- 7 Following completion of the Hotel Pedestrian Link Works or the Remaining Pedestrian Link Works (the "Relevant Pedestrian Link"):
  - 7.1 to allow free and unrestricted use for recreational purposes of the Relevant Pedestrian Link by persons living and/or working in the Development and all members of the general public on foot and by bicycle without charge subject only to:

- a) all rights for the Owner and any future owners and/or tenants of the Development and all persons expressly or by implication authorised by them from time to time at all times to use any part or parts of the Relevant Pedestrian Link for all purposes connected with their use and enjoyment of the Development including without prejudice to the generality of the foregoing:
    - (i) by foot and vehicle to gain access to and egress from any part or parts of the Development (including any al fresco area and loading bay);
    - (ii) access with or without workmen, scaffolding, materials and equipment to maintain, decorate, clean, repair, renew, construct or rebuild any part or parts of the Development or any Conduits serving the Development running through or on the Relevant Pedestrian Link;
    - (iii) to place, erect or construct any type of enclosure, awning or other structure around or over the perimeter of the Development (including any al fresco area and loading bay) or areas with access rights onto the Relevant Pedestrian Link in order to construct, maintain, repair, replace and decorate such structure.
  - b) all existing and future servitudes and covenants granted to third parties which may affect the Relevant Pedestrian Link;
  - c) such rules, regulations, terms and conditions as to their use as may be approved by the Minister from time to time;
  - d) the right to suspend public use of any part of such Relevant Pedestrian Link pending maintenance or repair of that part but subject always to reasonable prior written notice having been given to the Minister of the intended works of repair or maintenance and the duration of any such disruption being kept to the minimum reasonably necessary to carry out the works; and
  - e) the right to exclude persons whose behaviour is abusive, intimidating, offensive, threatening, antisocial or criminal; and
- 7.2 to keep the Relevant Pedestrian Link unobstructed and free of any gates or barriers save for any bollards, electronic or otherwise.

#### **FOOTPATH WORKS AND TRANSFER**

- 8 To carry out and complete the Footpath Works at the cost of the Owner prior to the Occupation of not less than 50% of the Dwelling Units.
- 9 Not to Occupy more than 50% of the Dwelling Units until such time as the Footpath Works have been carried out and completed.
- 9 Following completion of the Footpath Works to transfer to the PoSH or the Public (as applicable) free of charge upon request by the PoSH or the Public (as applicable) and in such manner and time so as to ensure the Public complies with Standing Orders of the States (as applicable), that part of the

Site upon which any of the Footpath Works have been carried out so that the Footpath Works thereby will form part of the PoSH by-road or the Public main road (as applicable) the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

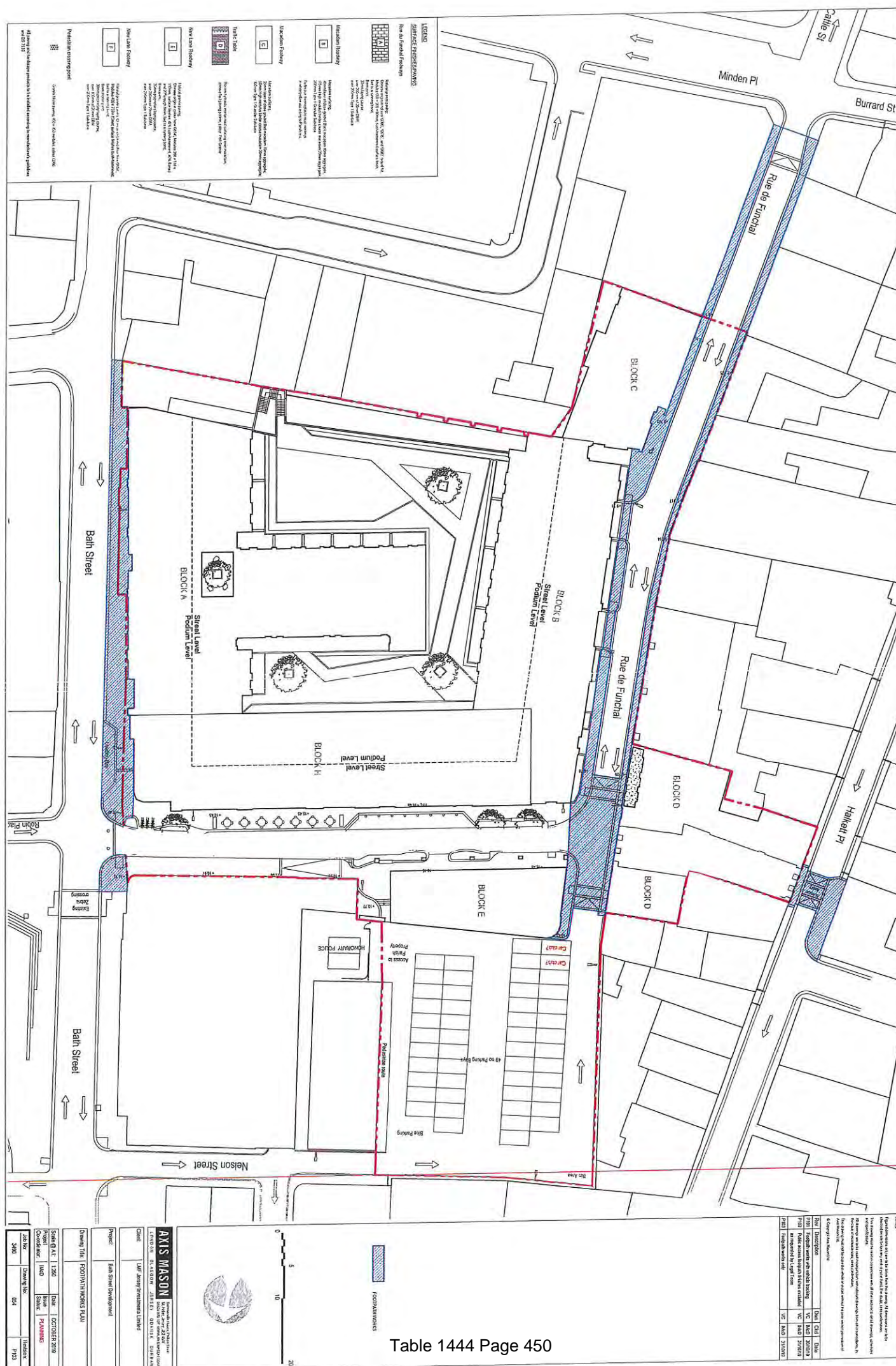
## FIFTH SCHEDULE

**Chief Officer's covenants**

1. The Chief Officer hereby covenants with the Owner and/or the 78 Bath Street Owner (as applicable) to use all sums received by the Treasurer of the States from the Owner and/or the 78 Bath Street 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 and/or the 78 Bath Street Owner (as applicable) that he will procure or arrange that the Treasurer of the States will pay to the Owner and/or the 78 Bath Street Owner such amount of any payment made by the Owner and/or the 78 Bath Street 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.

**SIXTH SCHEDULE**  
**Footpath Works Plan**





SEVENTH SCHEDULE  
**Pedestrian Link Plan**



AXIS MASON

Client: LMF Jersey International Limited

Project: Main Street Development

Drawing Title: Proposed Site Plan - PUBLIC ACCESS

Scale @ A1: 1:250

Issue: 1

Project: PLANNING

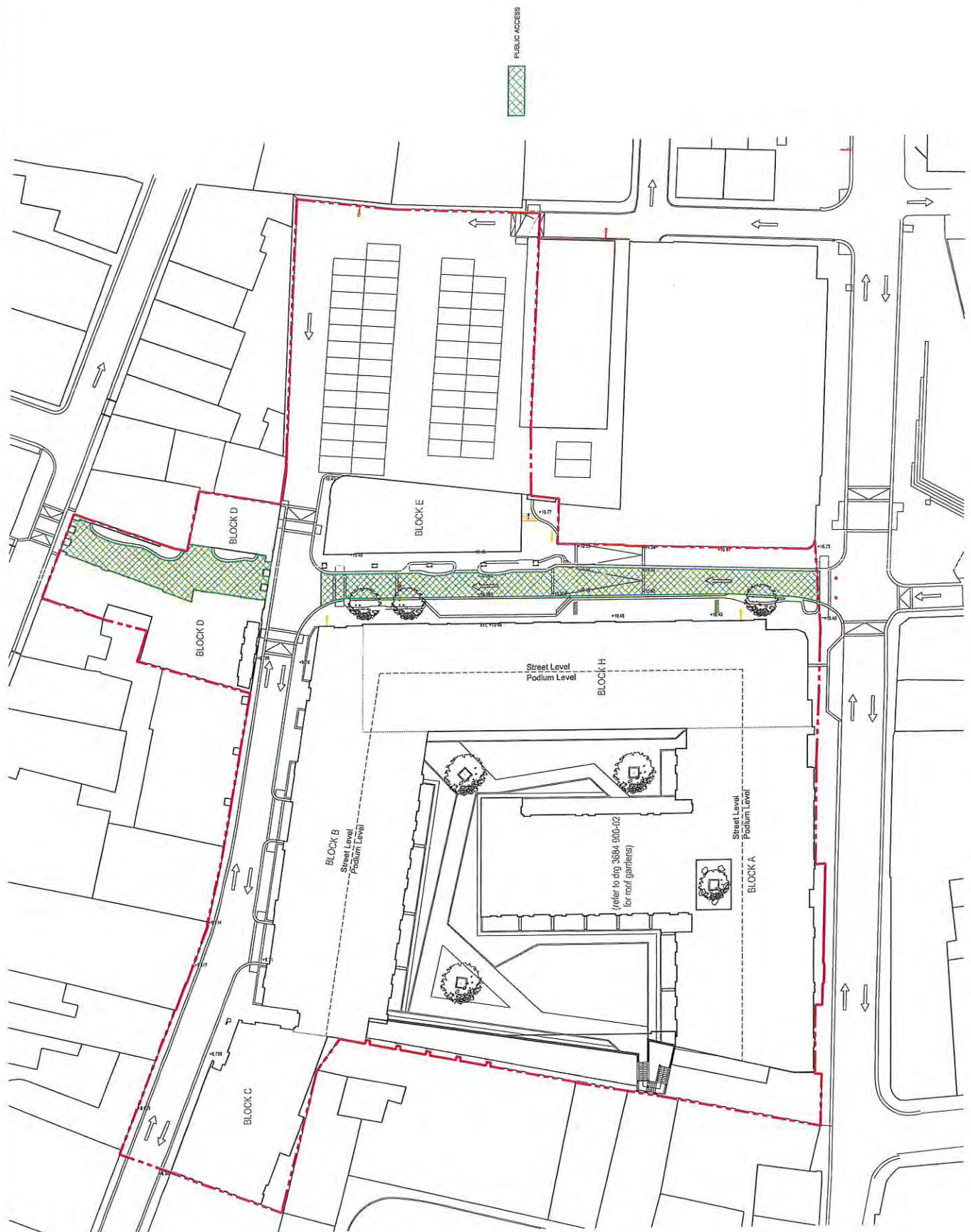
Date: OCTOBER 2019

Job No: 3490

Drawing No: 002

Revision: P101

Rev	Description	Date	By	Check	Date
1	Initial Design	20	1	20	20/10/2019



Signed on behalf  
by .....

PETER LE GREY

in the presence of .....

RICHARD GREIG

this 5<sup>th</sup> day of November 2019

Signed on behalf of LME Jersey Investments Limited

by .....

CLANCE

in the presence of .....

A CLANCE

this 4<sup>th</sup> day of November 2019

Signed by Mrs Anne Philippa Hassell née Quenault

in the presence of .....

this 5<sup>th</sup> day of November 2019