

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and eighteen, the thirtieth 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 Andium Homes Limited in relation to Ann Court, Providence 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 'Ann Court', Providence Street, St Helier, Jersey

Dated: 30<sup>TH</sup> JANUARY 2018

The Chief Officer for the Environment (1)

Andium Homes Limited (2)

**DATE**

2018

**PARTIES**

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer"); and
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ JE2 6QN ("the Owner").

**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 The Applications for planning permission for the Development have been submitted for and on behalf of the Owner.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the Applications to the Planning Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 23 November 2017 resolved to approve the grant of planning permission with respect to the Applications subject to the prior completion of this Agreement.
- 5 The site is suitable for Affordable Housing under Policy H1 of the Island Plan 2011 and those of the Application which relate to the construction of Dwelling Units have been submitted to further that objective in the provision of:
  - 130 one bedroom dwellings for Affordable Housing
  - 35 two bedroom dwellings for Affordable Housing
- 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:

<b>"Additional Parking Spaces"</b>		up to 26 car parking spaces to be provided within the Ann Street Brewery Site, the location of which spaces can be varied from time to time at the discretion of the Owner or within any other site owned by the Owner within a radius of 300 metres of any part of the Site.
<b>"Affordable Housing"</b>		residential accommodation for renting by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey;
<b>"Affordable Housing Gateway"</b>		a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to Eligible Persons;
<b>"Affordable Housing Unit"</b>		any one of the Dwelling Units to be constructed on the Site as part of the Development to be let by an Approved AHP to Eligible Persons at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms;
<b>"Agreement"</b>		this agreement including the recitals and schedules hereto;
<b>"Ann Street Brewery Site"</b>		the property of the Owner (formerly part of the Ann Street Brewery) as shown for the purpose of identification only hatched on the Plan and as is more fully described in the First Schedule and upon which the Owner is to provide 26 car parking spaces which are to be used only by an Eligible Person who is an Occupier of a Dwelling Unit

<p><b>"Application"</b></p>	<p>the application for planning permission in respect of the Site and described as:</p> <p>"Demolish existing dwellings and public house on Ann Street and Providence Street. Construct five blocks comprising of 130 No. one bed and 35 No. two bed residential units with public and residents parking at basement and ground level and four retail units (Class A)" and given the reference P/2017/0730;</p>
<p><b>"Approved AHP"</b></p>	<p>An Approved Affordable Housing Provider which is:</p> <ul style="list-style-type: none"> <li>i. the Public;</li> <li>ii. a parish;</li> <li>iii. a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing; or</li> <li>iv. the Company;</li> </ul> <p>when discharging their function of providing Affordable Housing having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be;</p>
<p><b>"Approved Funder"</b></p>	<p>(a) Any financial institution which shall provide monies to the Approved AHP to enable it to proceed with the Development of that part of the Site which is to be used for Affordable Housing Units, which institutions shall be regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) shall be</p>

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	<p>first obtained and such consent of the Treasury Minister shall be deemed not to be unreasonably withheld or delayed if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Chief Officer that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or</p> <p>(ii) the proposed Approved Funder fails or refuses to produce to the Chief Officer any information or documentation or independent confirmation of its status which the Chief Officer may reasonably request;)</p>
"Available for Use"	ready and available for the use authorised under the Planning Permit;
"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 operation forming part of the Development permitted by any one of the Planning Permit or any subsequent planning permission for the Development begins to be carried out
"the Company"	the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;
"Completion"	means the certificate or certificates issued and commissioned by the relevant member of the Professional Team for the Development certifying that the Development or the various phases or stages thereof have been completed in accordance with the Contractor's Agreed Works Programme;
"Contractor's Agreed Works Programme"	means the programme for the construction of the Development including all ancillary and incidental items of works thereto) between the Owner and the

		Contractor;
<b>"Contractor"</b>		means the principal contractor engaged by the Owner to carry out the Development;
<b>"Development"</b>		the development of the Site as set out in the Application
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"Eligible Person"</b>		shall mean persons who are: (i) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or (ii) certified by the Minister for Housing at all times acting reasonably consistently with the discharge of their housing function as being eligible to reside in the Affordable Housing Units; or (iii) otherwise meet the general objectives of the Company as set out and agreed in the Memorandum of Understanding entered in to between the Company and its guarantor on 22 <sup>nd</sup> July 2014
<b>"Family Member"</b>		a member of the family of an Eligible Person and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;
<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Highway Network Contribution"</b>		a one-off lump sum payment of Eighty Three Thousand Four Hundred and One Pounds (£83,401) Sterling;
<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;

"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;
"Infrastructure Minister"		the Minister for Infrastructure of the States of Jersey which expression includes any person or body to whom the functions of Infrastructure Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated;
"Interest"		interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2011"		The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"		the Planning and Building (Jersey) Law 2002;
"Occupation, Occupy and Occupied"		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;
"Plan"		the plan of the Site extracted from the Jersey Digital Map annexed to this Agreement as part of the First Schedule;
"Planning Committee"		the body exercising functions conferred under Article 9A of the Law;
"Planning Permit"		the planning permission for the Development with reference P/2017/0730 a copy of which is attached at the Second Schedule;

<b>"Professional Team"</b>	means any project managers architects quantity surveyors structural engineers mechanical and electrical engineers and any other consultant or adviser employed or engaged by the Owner in preparation for or in connection with the carrying out of the Development;
<b>"Royal Court"</b>	the Royal Court of the Island of Jersey;
<b>"Shoppers' Car Park"</b>	a 137-space short stay public car park (with public car, motor cycle and bicycle parking spaces) to be provided within and as part the Development, which is shown for the purpose of identification on drawing 2986x_(00)1B1Rev09, which is to be leased to the Public of the Island for 150 years when Available for Use
<b>"SHU"</b>	the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
<b>"Site"</b>	the property of the Owner currently known as Ann Court", Providence Street, St Helier, Jersey as shown for the purpose of identification only hatched on the Plan and as is more fully described in the First Schedule and upon which the Owner is to procure the carrying out of the Development;
<b>"Social Rental Terms "</b>	means terms that are approved by the Minister for Housing;
<b>"Treasury Minister"</b>	the Treasury Minister of the States of Jersey which expression includes any person or body to whom the functions of the Treasury Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated.

## 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 or the Infrastructure Minister or the Treasury Minister or the Minister for Housing the successors to their respective 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:

- (i) the grant of the Planning Permit; and
- (ii) Commencement of the Development by the implementation of any one of the Planning Permit

save for the provisions of Clauses 15 (jurisdiction) and Schedule 3 Paragraph 1 which shall come into effect immediately upon completion of this Agreement.

### **5 THE 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'S COVENANTS**

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

## 7. PUBLIC REGISTRY OF CONTRACTS

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

## 8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the 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 on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if all the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.

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

## **9 WAIVER**

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the 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.

## **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 consideration 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 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 Site

All the immovable property collectively known as "Ann Court", as the same is shown for the purpose of identification only hatched on the Plan, to which the Owner has right not only pursuant to two contracts passed before the Royal Court of Jersey but also the Social Housing Transfer Regulations as follows:-

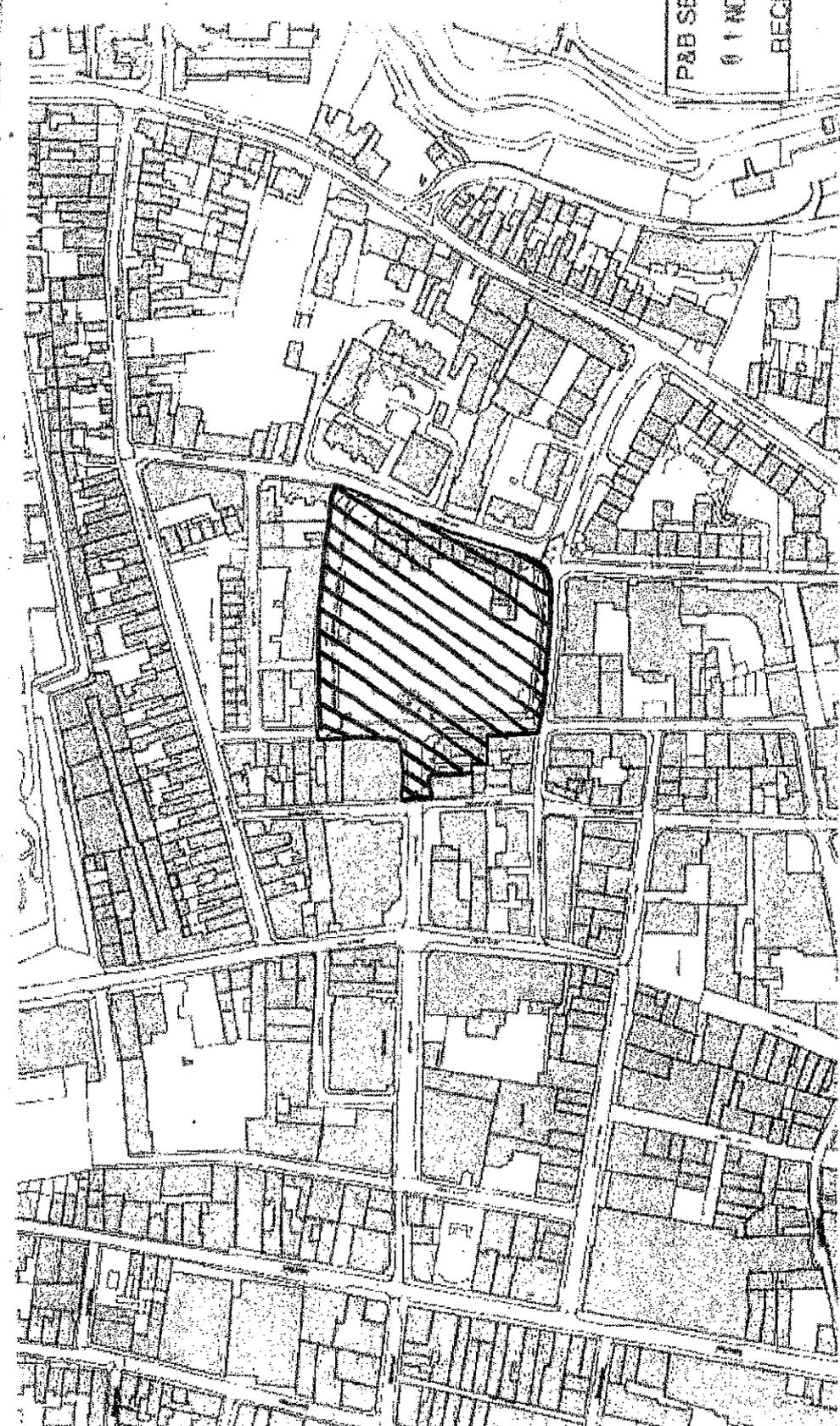
- 1) To the property known as Toddy's Bar and bearing the number 23 "Ann Street", by contract of hereditary purchase from the limited liability company J F Vautier Limited dated 27<sup>th</sup> February 2015.
  
- 2) To the properties 19, 21, 23, 25, 27, 29, "Charles Street", (formerly 1 and 2 "Stuart Villas"), 31 "Charles Street" (formerly 1 and 2 "Stuart House"), 33 and 35 "Charles Street", the West sections of 3, 4, 5 and 6 "Clifton Place," of 2, 3, and 4 "Lincoln Place", of 31, 33, 35, 37, 39, and of 41 "Ann Street", 2 "Ann Lane" and the building to the West of 2 "Ann Lane"; 2, 4, 6, 8, 10, 12 "Providence Street", 1 and 2 "Providence Lane", 1, 2, and 3 "Bella Will Cottages" (formerly "Providence Square"), 14, 16, 18, 20, 22, 24, 26 and the majority of 28 "Providence Street"; the majority of the following properties :- 43 "Ann Street", 1, 2, 3, 4, 5 and 6 and certain buildings and yard "Ann Place", and the whole of Cavell Cottage (formerly 1 "Ann Lane") and 3 "Ann Lane"; the eastern parts of 1 "Lincoln Place", 31, 33, 35, 37, 39 and 41 "Ann Street"; the private lane known as "Providence Lane" (in two sections) and 11 "Ann Lane" and to all and such other land and appurtenances to which the Public may have owned or been entitled between the properties hereinafter described in 3) and the public roads known as "Ann Street", "Charles Street" and "Providence Street" and the private road "Ann Place" retained by the Public; by contract of hereditary purchase from the Public of the Island of Jersey dated 18<sup>th</sup> Septmeber 2015.
  
- 3) To the sites of 1 and 2 "Clifton Place", 1 and 2 "Lincoln Place", 31, 33, 35, 37, 39 and 41 "Ann Street" (now known as 33, 35, 37, 39 and 41 "Ann Street", 65-70 "Ann Court" and 1 and 2 "Clifton Place" pursuant to the Social Housing (Transfer) (Jersey) Regulations 2014" which were registered at the Public Registry of the Island by Act of the Royal Court dated 10th June 2014.

#### Ann Street Brewery Site

All the immovable property collectively known as "Ann Street Brewery", as the same is shown for the purpose of identification only hatched on the Plan, to which the Owner has right as follows:-

- 1) To the property known as 62 Ann Street by contract of hereditary purchase from the limited liability company C Le Masurier Limited dated 28<sup>th</sup> July 2017;

- 2) To the property known as 74B St Saviours Road by contract of hereditary purchase from the limited liability company Maister House Limited dated 28th July 2017;
- 3) To the property known as "Sans Souci" 72 St Saviours Road by contract of hereditary purchase from the limited liability company 72 St Saviour's Road Limited dated 28th July 2017;
- 4) To the property known as Houlliebecq Yard by contract of hereditary purchase from the limited liability company Smoke Holdings Limited dated 28th July 2017;
- 5) To the property known as The Garden Cottage 14 Simon Place by contract of hereditary purchase from the limited liability company Land Holdings Limited dated 28th July 2017;
- 6) To the properties known as the former Ann Street Brewery consisting of certain building formerly know as "La Chapelle Salem", 61 Ann Street, 59 Ann Street, 6 Simon Place, land and gardens forming part of "Sans Souci" 72 St Saviour's Road, "Gales Stores" and "Fern Place"; 74C St Saviour's Road; 4 and 4A Simon Place; 6 Simon Place; 8 – 10 Simon Place; 12 Simon Place; and 1 – 4 Fern Place by contract of hereditary purchase from the limited liability company Marie Place Limited dated 28th July 2017.



P&B SERVICES  
01 NOV 2017  
RECEIVED

<b>Axis Mason</b> LONDON, SE18ENR, UK 020 7461 1200 020 7461 1200 020 7461 1200		Client: <b>Avonport Homes</b> Project: <b>Avon Court Regeneration</b> Drawing title: <b>Location plan</b>	
Job No: <b>0296</b> Drawing No: <b>X-000001</b> Revision: <b>2</b>		Drawing Date: <b>18/05/2017</b> Drawing Title: <b>Location plan</b> Drawing No: <b>X-000001</b> Revision: <b>2</b>	
Scale: <b>1:2000</b> Date: <b>18/05/2017</b> Project: <b>Avon Court Regeneration</b> Drawing Title: <b>Location plan</b> Drawing No: <b>X-000001</b> Revision: <b>2</b>		Drawing Date: <b>18/05/2017</b> Drawing Title: <b>Location plan</b> Drawing No: <b>X-000001</b> Revision: <b>2</b>	
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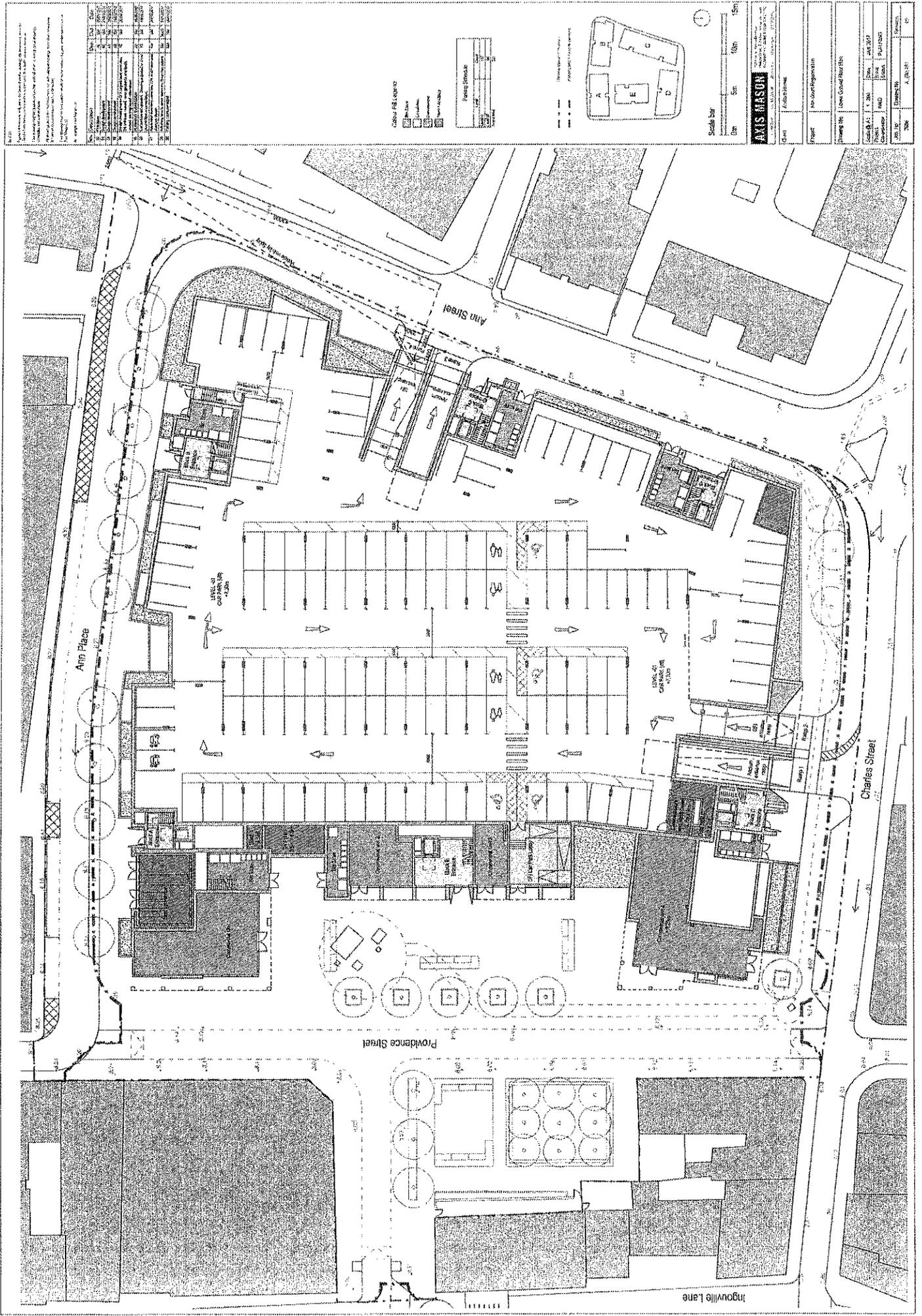


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**SECOND SCHEDULE**  
**The Planning Permit**

P/2017/0730

Department of the Environment  
**Planning and Building Services**  
 South Hill  
 St Helier, Jersey, JE2 4US  
 Tel: +44 (0)1534 446508

States   
 of Jersey

Planning Application Number P/2017/0730

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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 under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

**Demolish existing dwellings and public house on Ann Street and Providence Street. Construct five blocks comprising of 130 No. one bed and 35 No. two bed residential units with public and residents parking at basement and ground level and four retail units (Class A). 3D model available. EIA Submitted. ADDITIONAL INFORMATION RECEIVED - Transport and Travel Plan.**

To be carried out at:

**Ann Court, Providence Street, St. Helier.**

**Reason For Approval:** The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against the relevant policies of the Adopted Island Plan 2011 (Revised 2014), which has identified this as a site for affordable housing, shoppers car parking and a new public square, and against the Supplementary Planning Guidance. In this case, the proposed development is regarded as acceptable because it will deliver a substantial number of units of accommodation for social rented housing in line with strategic guidance in a high quality environment, together with car and cycle parking for shoppers and residents and a new civic space.

The representations raised to the scheme on the grounds of the loss of two Listed buildings, a lack of parking spaces, unclear traffic alterations and concern regarding the closure of Phillips Street and Providence Street have been assessed. However, it is considered that, on balance, the proposal is

**APPROVED**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0730

acceptable in that it is in line with the strategic aspirations for this site and will have an overall positive and valuable impact on the local and wider area, and on the economy of the Island.

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.

### Conditions:

1. The findings and required mitigation measures outlined in the Amended Bat Survey-Including Timing of Works Results Report (ref: BS1019 dated 24/10/2017) shall be implemented prior to the commencement of development, continued throughout the phases of development (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 of the Environment prior to works being undertaken.
2. Waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.
3. Following Phase 1, 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.
4. No part of the development hereby approved shall be occupied until a completion report and contaminated land completion certificate demonstrating

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0730

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.

5. 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;
- D. Specified hours of working;

6. Prior to commencement of the development hereby approved, details of the additional sound insulation, to accord with the recommendations of the submitted Noise Impact Assessment, shall be submitted to and approved in writing by the Department of the Environment. The approved mitigation measures shall thereafter be implemented in full, retained and maintained as such.

7. Prior to the occupation of the development hereby approved full details of the arrangement of the parallel exit points from the car parking levels onto Ann Street, and mitigation measures to ensure that vehicles do not collide on exit or with traffic on Ann Street, shall first be submitted to and agreed in writing with the Department of the Environment in association with the Department for Infrastructure. Thereafter such measures shall be implemented in full and retained for the lifetime of the development.

8. Prior to the first use of the shoppers' car parking level hereby approved, full details of the external user information signage as indicated on the Proposed Site Plan (003 Rev 04) shall first be submitted to and agreed in writing with the Department of the Environment in association with the Department for Infrastructure. Thereafter such measures shall be implemented in full and retained for the lifetime of the development.

**APPROVED**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0730

9. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
- vi) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

10. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.

11. Any tree felling, hedge removal or any clearance works shall only be undertaken between the months of 1st October to 1st March in any calendar year, unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Department of the Environment at least 5 working days in advance of any felling or clearance works.

12. Prior to commencement of the development hereby approved, a schedule of landscape maintenance for a minimum period of 5 years shall be submitted to and approved in writing by the Department of the Environment. The schedule shall include details of the arrangements for its implementation and ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Department.

13. Prior to the demolition of the terraced houses, 3 - 9 Providence Street, full details of the boundary treatments for the western and southern boundaries of the site shall be submitted and agreed in writing with the Department of the Environment. The agreed boundaries shall then be installed prior to the

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occupation of the new residential units hereby approved and thereafter retained as such.

14. Prior to the occupation of the residential units hereby approved the size and position of any satellite dish to be located on the buildings the subject of this application shall first be agreed in writing with the Department of the Environment. The satellite dish(s) shall then be installed in accordance with the approved details and thereafter retained as such.

15. All modifications to the surfacing and alignment of the pavements within and around the periphery of the site within the blue line indicated on the Location Plan shall be completed prior to the occupation of the residential units hereby approved.

### Reasons:

1. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
2. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
3. 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).
4. 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).
5. 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).
6. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. These details have not been submitted and require to be agreed to comply with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014) with regard to highway safety.
8. These details have not been submitted and require to be agreed to comply with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014) with regard to highway safety.

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

10. 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).

11. To ensure the protection of any nesting birds and any recognised species in accordance with Policies NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

12. This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in accordance with the requirements of Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

13. These details have not been submitted and require to be agreed to comply with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

14. These details have not been submitted and require to be agreed to comply with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

15. To ensure a safe and satisfactory appearance to the development in line with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

**Informative 1:** The attention of the applicants is drawn to the consultation response from DFI (Drainage) dated 28/06/17 with regard to the need to agree sewage connections, and consent from the Minister for DFI where works are within 5m of public sewers prior to the commencement of works. Access will also be required to the shaft on site at regular intervals during and after construction. Landscaping of the 'square' must accommodate this.

**Informative 2:** The attention of the applicants is drawn to the consultation response from Environmental Protection dated 18/07/17 with regard to the need to incorporate other forms of sustainable drainage systems in the scheme; that any asbestos identified on site should be dealt with in accordance with the provisions of the Waste Management (Jersey) Law 2005; and that interceptors should be installed within the car park for the drainage of the car park levels.

**Informative 3:** Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be

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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.

**Informative 4:** 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>

**Informative 5:** 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)

**Informative 6:** 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 document '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'.

**Informative 7:** Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that if noise complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999, and noise mitigation measures may then be required. These measures may themselves require planning permission.

### 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:

1. Amended Location Plan 001 Rev 01
2. Amended Proposed Site Plan 003 Rev 04
3. Proposed Landscape Plan 01 P5
4. Proposed Level - 01 Plan 1B1 09
5. Proposed Level 00 Plan 100 07
6. Proposed Level 01 Plan 101 06

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7. Proposed Level 02 Plan 102 06
8. Proposed Level 03 Plan 103 06
9. Proposed Level 04 Plan 104 06
10. Proposed Level 05 Plan 105 06
11. Proposed Roof Plan 106 06
12. Proposed Block A - Level 00 Floor Plan 100
13. Proposed Block A - Level 01 Floor 14. Plan 101
14. Proposed Block A - Level 02 15. Floor Plan 102
15. Proposed Block A - Level 03 Floor Plan 103
16. Proposed Block A - Roof Plan 104 17. Proposed Block B - Level 00 Floor Plan 100
18. Proposed Block B - Level 01 Floor Plan 101
19. Proposed Block B - Level 02 Floor Plan 102
20. Amended Proposed Block B - Level 03 Floor Plan 103 01
21. Amended Proposed Block B - Level 04 Floor Plan 104 01
22. Proposed Block B - Roof Plan 105 23. Proposed Block C - Level 00 Floor Plan 100
24. Proposed Block C - Level 01 Floor Plan 101
25. Proposed Block C - Level 02 Floor Plan 102
26. Proposed Block C - Level 03 Floor Plan 103
27. Amended Proposed Block C - Level 04 Floor Plan 104 01
28. Amended Proposed Block C - Level 05 Floor Plan 105 01
29. Proposed Block C - Roof Plan 106 30. Proposed Block D - Level 00 Floor Plan 100
31. Proposed Block D - Level 01 Floor Plan 101
32. Proposed Block D - Level 02 Floor Plan 102
33. Proposed Block D - Level 03 Floor Plan 103
34. Amended Proposed Block D - Level 04 Floor Plan 104 01
35. Amended Proposed Block D - Level 05 Floor Plan 105 01
36. Proposed Block D - Roof Plan 106 37. Amended Proposed Block E - Level 00 Floor Plan 100 01
38. Proposed Block E - Level 01 Floor Plan 101
39. Proposed Block E - Level 02 Floor Plan 102
40. Proposed Block E - Level 03 Floor Plan 103
41. Amended Proposed Block E - Level 04 Floor Plan 104 01
42. Proposed Block E - Roof Plan 105 43. Proposed Street Elevations - Sheet 1 200 01
44. Proposed Street Elevations - Sheet 2 201 01
45. Proposed Courtyard Elevations - Sheet 1 202
46. Proposed Courtyard Elevations - Sheet 2 203
47. Proposed Elevations - Block A - Sheet 1 200
48. Proposed Elevations - Block A - Sheet 2 201
49. Proposed Elevations - Block B - Sheet 1 200
50. Proposed Elevations - Block B - Sheet 2 201
51. Proposed Elevations - Block C - Sheet 1 200
52. Proposed Elevations - Block C - Sheet 2 201

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- 53. Proposed Elevations - Block D - Sheet 1 200
- 54. Proposed Elevations - Block D - Sheet 2 201
- 55. Proposed Elevations - Block E - Sheet 1 200
- 56. Proposed Elevations - Block E - Sheet 2 201
- 57. Proposed Site Sections AA and BB 300 01
- 58. Proposed Facade Detail 1 (Block A) 400 59. Proposed Facade Detail 2 (Block B) 401 60. Proposed Facade Detail 3 (Block C) 402 61. Proposed Facade Detail 4 (Block D) 403 62. Proposed Facade Detail 5 (Block E) 404 63. Proposed Facade Detail 6 (Courtyard) 405
- 64. Proposed Facade Detail 7 (Gable End) 406
- 65. Extract from Species Protection Plan and Proposed Mitigation, Compensation and Enhancement (pages 19-26)
- 66. Proposed EIS Non-Technical Summary Proposed EIS

DECISION DATE: NOT YET APPLICABLE

The development may also require building permission, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407.

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### 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 of the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

#### AFFORDABLE HOUSING

- 2 Each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used other than for Affordable Housing.
- 3 Subject to the Fifth Schedule, the Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons meeting the required qualifications as set out in this agreement, as well as any additional allocation criteria applied for the time being by the SHU or the Minister for Housing.
- 4 Subject to the Fifth Schedule, the Affordable Housing Units may only be used or Occupied by Eligible Persons and their Family Members in pursuance of arrangements made between the occupier of each such unit of accommodation and the Approved AHP.
- 5 Subject to the Fifth Schedule, none of the Affordable Housing Units shall be occupied otherwise than as the relevant occupier's sole permanent residence.

#### HIGHWAY NETWORK CONTRIBUTION

- 6 To pay the Highway Network Contribution to the Treasurer of the States prior to first Occupation of any Dwelling Unit, such sum to be applied towards the improvement of the highway network and general public realm in the community local to the Site.

#### SHOPPERS' CAR PARK

- 7 Not to Commence that part of the Development comprising the Shoppers' Car Park until the Owner has given to the Minister for Infrastructure twenty-eight (28) days' notice in writing of its intention so to do.
- 8 Not to Occupy or cause or permit to be Occupied the Development until such time as the Shoppers' Car Park has been completed to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure) and the 137 spaces therein are available for use by members of the public.
- 9 That on completion of the Shoppers' Car Park to notify the Minister for Infrastructure that the Owner considers that the Shoppers' Car Park is ready and Available for Use.

- 10 Within 28 days of notification of completion of the works to the Shoppers Car Park the Owner shall lease and the Public shall take a lease of the Shoppers' Car Park for 150 years at a peppercorn rent to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said letting.
- 11 The Shoppers' Car Park shall be operated by the Infrastructure Minister.
- 12 For the avoidance of any doubt the revenue from the Shoppers' Car Park shall be retained by the Infrastructure Minister.

#### **ANN STREET BREWERY SITE**

- 13 The Owner shall provide the Additional Parking Spaces within the Ann Street Brewery Site or within any other site owned by the Owner within a radius of 300 metres of any part of the Site.
- 14 Not to Occupy or cause or permit to be Occupied any part of the Development until such time as the Additional Parking Spaces have been completed to the reasonable satisfaction of the Chief Officer and the spaces therein are solely available for the intended use by Eligible Persons who are also Occupiers of a Dwelling Unit.

## FOURTH SCHEDULE

### Chief Officer's Covenants

#### 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 under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Chief Officer shall in his discretion consider to be reasonably appropriate in the circumstances.
- 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.
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.

## FIFTH SCHEDULE

### Cessation of Obligations

1. Where an Approved Funder is the holder of a judicial hypothec charged upon that part of the Site comprising the Relevant Land in accordance with the provisions of the "Loi (1880) sur la Propriété Foncière" to secure the repayment of monies loaned to the Approved AHP to enable it to proceed with the acquisition and/or development of the Affordable Housing Units and the Approved AHP is in default then the Approved Funder may do the following:
  - a. Such Approved Funder having obtained an "acte Vicomte chargé d'écrire" for repayment of the debt secured by such hypothec against the Relevant Land, offer to the Public of the Island (for the purposes of this Fifth Schedule, the "Public") by notice in writing given to the Minister for Treasury and Resources within fourteen days of the grant of such Acte Vicomte chargé d'écrire the option (exercisable within the six months following the service of such notice) of taking a hereditary transfer of the Relevant Land in the event that the Approved Funder takes tenure of the Relevant Land in any ensuing dégrèvement on the terms set out in paragraph 2 below.
  - b. In the event that the Approved AHP becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 offer to the Public by notice in writing given to the Minister for Treasury and Resources the option (exercisable within the six months following the service of such notice) of taking an assignment from the Approved Funder of all of its rights in the debt due to the Approved Funder by the Approved AHP secured by such hypothec, provided that –
    - i. unless and until the insolvency procedure of dégrèvement is abolished and is not replaced by any insolvency procedure entitling the holder of a hypothec to realise that security by bringing proceedings for the vesting in it of the property upon which the hypothec is secured this paragraph will only apply in respect of bankruptcy proceedings which have been initiated by the Approved AHP or any third party including the Public but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder; and
    - ii. during the six months following the service of the option notice referred to in this paragraph, the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings.
2. If the Public exercises the option pursuant to paragraph 1(a) and takes such transfer of the Relevant Land, the Public will be substituted for the Approved

AHP in respect of the debt and obligations secured by the hypothec and will discharge –

- a. all amounts due thereunder at the date of transfer forthwith; and
  - b. all continuing obligations of the Approved AHP to the Approved Funder under the debt and obligations secured by the hypothec as they fall due.
3. If the Public exercises the option pursuant to paragraph 1(b) , the Approved Funder will assign to the Public all its rights in the debt due to the Approved Funder secured by the hypothec and in the hypothec itself and the Public will discharge to the Approved Funder all sums due in respect of the said debt and hypothec as at the date of assignment.
  4. Where the Public, having been offered an option in accordance with either of paragraphs 1(a) or 1(b) of this Schedule, does not accept the option within the period specified for its acceptance, the provisions of Schedule 3 concerning the Affordable Housing Units shall cease to apply to the Relevant Land and the Chief Officer shall as soon as practicable following the said provisions ceasing to have effect as aforesaid issue to the Approved Funder and or the owner of the Relevant Land a formal written acknowledgement of the same.

Signed on behalf of the Chief Officer

[Redacted signature]

PETER LG GRESLEY

in the presence of

[Redacted signature]

ELIZABETH STABLES

this 30<sup>th</sup> day of January 2018

Signed on behalf of the

[Redacted signature]

by

[Redacted signature]

this 29<sup>th</sup> day of January, 2018