

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the thirteenth day of October.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, the Public of the Island and Jersey Office Development (1.J) Limited in relation to Cyril Le Marquand House, The Parade, 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 Cyril Le Marquand House, The Parade, St Helier,
Jersey

Dated

12th October

2021

The Chief Officer for the Environment (1)

The Public of the Island of Jersey (2)

Jersey Office Development (1.J) Limited (3)

DATE

2021

PARTIES

1. The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**");
2. The Public of the Island of Jersey of Jersey Property Holdings, The Depot. La Collette, Jersey JE1 3UE ("**the Owner**"); and
3. Jersey Office Development (1.J) Limited a company incorporated in Jersey with registration number 131866 whose registered office is at 26 New Street, St Helier, Jersey JE2 3RA ("**the Developer**").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site being a part of the property to which the Owner has right as follows:
 - (a) by purchase from Zaro Limited by contract dated 4 November 1966
 - (b) by purchase from William George MacNiven and Winifred Corinne MacNiven (née MacPherson) and others by contract dated 22 May 1970
 - (c) by purchase from Laura Edith Gallie (née Pinel) and others by contract dated 25 September 1970
 - (d) by purchase from John Day Poingdestre by contract dated 11 December 1970
 - (e) by purchase from Channel Islands Tyre Company Limited by contract dated 11 June 1971
 - (f) by purchase from George Edmund Macready and Louise Marguerite Cross (née Macready) by contract dated 21 January 1972
 - (g) by purchase from Marjorie Elsie Stone by contract dated 9 February 1973
 - (h) by purchase from Joan Mary de la Haye (née Stone) by contract dated 19 April 1974
 - (i) by compulsory purchase from Stanley John Le Breton the act confirming the acquisition being registered on 17 May 1974.

- 2 With the consent of the Owner the Developer submitted the Application (accorded the reference P/2021/0669) for planning permission for the Development.
- 3 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application 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 30 September 2021 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Cyril Le Marquand House, The Parade, St Helier, Jersey" and given the reference P/2021/0669;
"Bus Shelter Contribution"	the sum of eleven thousand five hundred pounds (£11,500.00) to be paid by the Developer to the Treasurer of the States to be applied towards the construction of a bus shelter in Parade Gardens, St Helier, Jersey

"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 constructions works forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Planning Permit;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"	interest at three (3) per cent above the base lending rate of the Barclays 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"	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;
"Pedestrian Refuge Contribution"	the sum of eighty-five thousand pounds (£85,000.00) to be paid by the Developer to the Treasurer of the States to be applied towards the construction of a pedestrian refuge in Union Street, St Helier, Jersey
"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known as Cyril Le Marquand House, The Parade, St Helier, Jersey the whole as shown for the purposes of identification on the plan forming the First Schedule;
"Walking and Cycling Contribution"	the sum of one hundred and eighty-eight thousand eight hundred and thirty-eight pounds (£188,838.00) to be paid by the Developer to the Treasurer of the States to be applied

	towards the improvement of the St Helier cycle network and walking routes in proximity to the Site
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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 DEVELOPER'S AND OWNER'S COVENANTS

The Developer and the Owner covenant and agree with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against the Developer and without limit of time against the Owner and any person claiming or deriving title any successor in title to the Owner through or under the Owner to the Site or any part or parts thereof.

6 CHIEF OFFICER COVENANTS

The Chief Officer jointly and severally covenants with the Developer and 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 Developer and/or 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 Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served on the Developer and/or the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Developer and/or the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Development having been commenced.
- 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 and/or the Developer 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 Developer and/or 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 Developer and/or the Owner as contained in this Agreement.
- 8.10 The Developer and/or the 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.

11 INDEXATION

Any sum referred to in the Third 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 COUNTERPARTS

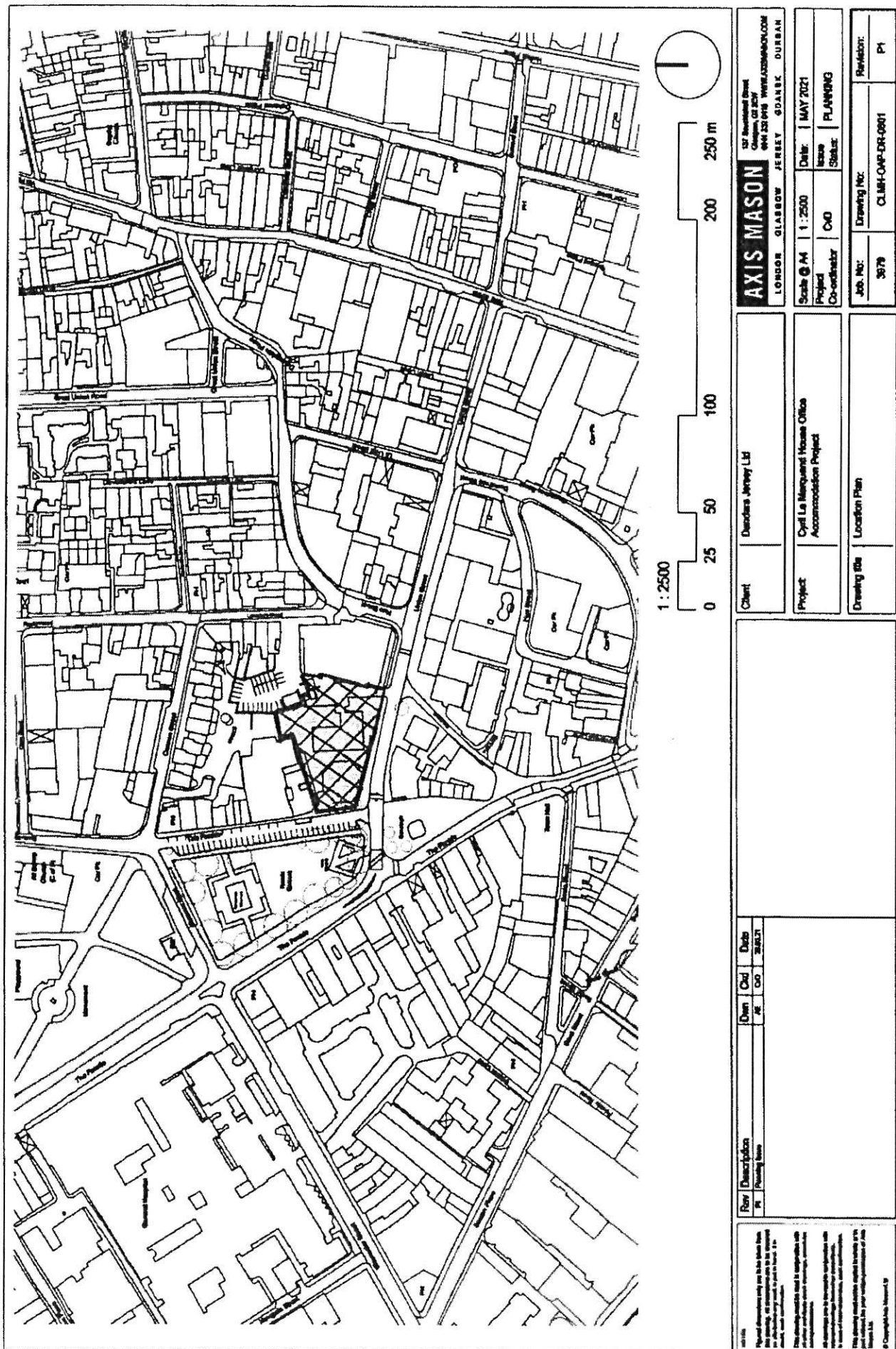
This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

16 JURISDICTION

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

FIRST SCHEDULE

The Site



SECOND SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0669

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish existing office building and associated podium car park structure.
Construct 7 storey office building with associated landscaping and public realm improvements. 3D Model available. AMENDED PLAN REC'D

To be carried out at:

Cyril Le Marquand House, The Parade, St. Helier, JE2 3QP.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received. Notably, the setting of Listed Buildings and Places has been specifically considered. In this instance, whilst the building projects forward of the existing building line, the height is substantially reduced (at its highest point). The proposal delivers significant street repair including the removal of the deadened ground floor on this prominent corner. Overall, the removal of the existing CLMH and its replacement with a smaller building, which is a high standard of design, is considered an enhancement.

Informative 1 (NET) (NEC101)

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the site has the potential to support wildlife that is protected under the Wildlife (Jersey) Law 2021. It is an offence under this Law to cause harm to certain protected species or to remove, damage or destroy their nest, den, breeding or resting site. It is the responsibility of the applicant to inform all site workers of the legal

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PLANNING AND BUILDING (JERSEY) LAW 2002

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implications should any protected species, dens or nests be found.

Informative 2 (EH) (COM102)

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 3 (EH) (COM103)

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:

<https://www.gov.je/industry/construction/pages/constructionsite.aspx>

Informative 4 (Drainage) (FSD101)

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should follow the provisions of the Drainage (Jersey) Law 2005. Further advice can be obtained from Transport and Technical Services - Maintenance Works on +44 (0) 1534 445509.

Informative 5 (Drainage) (non-standard)

The applicants attention is drawn to the consult response from Operational Services-Drainage dated 28/06/2021

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):

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PLANNING AND BUILDING (JERSEY) LAW 2002

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Condition 1 (NET) (NET001)

The findings and required mitigation measures outlined in the approved **Ecology Assessment (Nov 2020) & Addendum (Sept 2021)** shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained 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.

Condition 2 (EH) (COMC008)

No part of the development hereby permitted shall be begun until a **Demolition/Construction Environmental Management Plan** has been submitted to and approved by the Department 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;

Condition 3 (HET) (HEC015)

Oversight of ground breaking works shall be undertaken in accordance with the hereby approved **Archaeological DBA**. 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 further mitigation.

Condition 4 (Drainage) (FSDC004)

No part of the development hereby permitted shall be begun until precise details of the **surface water drainage system** have been submitted to, and approved in writing by, the Department of the Environment. Following written approval drainage must be implemented in full accordance with the approved plans and

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0669

thereafter retained as such.

Condition 5 (Drainage) (non-standard)

Prior to demolition a full **CCTV Survey of the public foul sewer pipework** shall be prepared by an accredited drainage company and submitted and approved in writing by Infrastructure, Housing and Environment.

Condition 6 (Drainage) (non-standard)

No part of the **completed** development hereby approved shall be occupied until a full **CCTV Survey of the public foul sewer pipework** has been prepared by an accredited drainage company and submitted and approved in writing by Infrastructure, Housing and Environment.

Condition 7 (Drainage) (FSD001)

No part of the development hereby approved shall be occupied until the following information in relation to **drainage works** has been submitted and approved:

- I. Method for de-watering the site and disposal of ground water.
- II. Construction details of the surface water sewer under the northern footway of Union Street.
- III. Details of the rainwater harvesting tank

Following written approval the works shall be undertaken by a Department drainage contractor specified by the Department.

Condition 8 (Transport) (non-standard)

Prior to occupation an updated **travel plan** shall be submitted to and approved in writing by the Department of the Environment. The approved travel plan shall be implemented in full and thereafter retained for 5 years unless otherwise agreed to in writing by the Department.

Condition 9 (Transport) (HWC004)

No part of the development hereby approved shall be occupied until **the cycle parking** facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such.

Condition 10 (COMC004)

No part of the development hereby permitted shall be begun until

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PLANNING AND BUILDING (JERSEY) LAW 2002

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precise details of the methods to reduce, recycle and re-use construction and demolition waste have been submitted to, and approved in writing by, the Department of the Environment. The details shall be set out in a **Final Waste Management Plan** which shall assess, quantify and propose a method for each material identified. Thereafter, 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.

Condition 11 Percentage for Art

Prior to the occupation of any part of the development hereby approved, the **Percentage for Art** contribution shall be delivered on site, in accordance with the details submitted in the approved Percentage for Art Statement.

Condition 12 (MAC002)

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 as such.

Reason(s):

Reason 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).

Reason 2

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).

Reason 3

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

Reason 4

To ensure that surface water drainage is minimised, re-used and attenuated properly within new developments, in accordance with the objectives set out in policies NR2 and LWM3 of the Adopted Island Plan 2011 (Revised 2014).

Reason 5

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PLANNING AND BUILDING (JERSEY) LAW 2002

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To ensure the integrity of the existing foul drainage systems; to ensure that they can adequately accommodate the development and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the Adopted Island Plan 2011 (Revised 2014).

Reason 6

To ensure the integrity of the existing foul drainage systems; to ensure that they can adequately accommodate the development and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the Adopted Island Plan 2011 (Revised 2014).

Reason 7

To ensure that the property has adequate drainage in accordance with Policy LWM3 of the Adopted Island Plan 2011 (Revised 2014).

Reason 8

In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

Reason 9

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

Reason 10

To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are re-used and recycled, so that the amount of waste to be transported to landfill is minimised, in accordance with policy WM1 of the Adopted Island Plan 2011 (Revised 2014).

Reason 11

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

Reason 12

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).

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0669

FOR YOUR INFORMATION

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

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

- 1-Location Plan DR-0601
- 2-Demolition Plan DR-0604
- 3-Proposed Site Plan DR-0605 P2
- 4-Proposed Below Ground Plant DR-0608
- 5-Proposed Ground Floor Plan DR-0609 P2
- 6-Proposed First Floor Plan DR-0610 P2
- 7-Proposed Second Floor Plan DR-0611P2
- 8-Proposed Third Floor Plan DR-0612 P2
- 9-Proposed Fourth Floor Plan DR-0613 P2
- 10-Proposed Fifth Floor Plan DR-0614 P2
- 11-Proposed Sixth Floor Plan DR-0615 P2
- 12-Proposed Roof Plan DR-0616 P2
- 13-Proposed North Elevation DR-0621
- 14-Proposed South Elevation DR-0623
- 15-Proposed East Elevation DR-0622
- 16-Proposed West Elevation DR-0624
- 17-Proposed Section A-A DR-0625
- 18-Proposed Section B-B DR-0626
- 19-Proposed Facade Detail DR-0627
- 20-Proposed Elevation Detail 1 DR-0628
- 21-Proposed Elevation Detail 2 DR-0629
- 22-Proposed Elevation Detail 3 DR-0630
- 23-Site Waste Management Plan
- 24-Outline Drainage Strategy
- 25-Initial Ecological Assessment & Preliminary Roost Inspection Nov 2020
- 26-Percentage for Art Statement
- 27-Public Art Statement 03A
- 28-Archaeology DBA
- 29-DCEMP
- 30-Addendum to EIA 14/07/2021

DECISION DATE: 30/09/2021

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The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

UNCONTROLLED COPY

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

The Developer and the Owner covenant, agree and undertake:

COMMENCEMENT

- 1 Not to Commence the Development until the Developer has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

CONTRIBUTIONS

- 2 That the Developer shall pay and the Owner shall procure that the Developer shall pay and in default of the payment by the Developer the Owner shall pay the Walking and Cycling Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 3 That the Developer shall pay and the Owner shall procure that the Developer shall pay and in default of the payment by the Developer the Owner shall pay the Bus Shelter Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 4 That the Developer shall pay and the Owner shall procure that the Developer shall pay and in default of the payment by the Developer the Owner shall pay the Pedestrian Refuge Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 5 Not to Commence the Development until such time as each of the Walking and Cycling Contribution, the Bus Shelter Contribution and the Pedestrian Refuge Contribution has been paid to the Treasurer of the States.

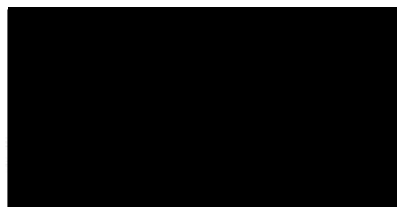
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FOURTH SCHEDULE

Chief Officer's covenants

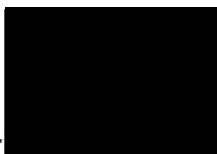
1. The Chief Officer hereby covenants with the Developer and the Owner (as applicable) to use all sums received by the Treasurer of the States from the Developer or the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The Chief Officer covenants with the Developer and the Owner (as applicable) that he will procure or arrange that the Treasurer of the States will pay to the Developer or the Owner (as applicable) such amount of any payment made by the Developer or 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 years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer
by



(Willie Peggie)

in the presence of



.... (Kristiana Ambrasa) ..

this 8 day of October 2021

Signed on behalf of The Public of the Island of Jersey
by the Minister for Infrastructure

in the presence of

this day of 2021

Signed on behalf of Jersey Office Development (1.J) Limited
by John Le Cras Bisson, Director

in the presence of

this day of 2021

Signed on behalf of the Chief Officer

by

in the presence of

this day of 2021

Signed on behalf of The Public of the Island of Jersey

by the Minister for Infrastructure

in the presence of *C.J. Rondel, Private Secretary*

this *12* day of *October* 2021

Signed on behalf of Jersey Office Development (1.J) Limited

by John Le Cras Bisson, Director

in the presence of

this day of 2021

Signed on behalf of the Chief Officer

by

in the presence of

this day of 2021

Signed on behalf of The Public of the Island of Jersey

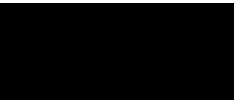
by the Minister for Infrastructure

in the presence of

this day of 2021

Signed on behalf of Jersey Office Development (1.J)

by John Le Cras Bisson, Director

in the presence of . 

this 8th day of October 2021

Allison Kidson
Legal Assistant
Appleby
13-14 Esplanade
St Helier, Jersey JE1 1BD