

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twenty, the eighth day of September.**

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, IFC 2 Limited, The States of Jersey Development Company Limited and the Public of the Island in relation to IFC 2 (formerly No.3 Jersey International Finance Centre) The Esplanade, 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 IFC 2 (formerly No. 3, Jersey International Finance Centre),  
The Esplanade, St Helier, Jersey

Dated:

8<sup>th</sup> September

2020

The Chief Officer for the Environment (1)

IFC 2 Limited (2)

The States of Jersey Development Company Limited (3)

The Public of the Island of Jersey (4)

DATE

8<sup>th</sup> September

2020

**PARTIES**

- (1) The Chief Officer for the Environment of PO Box 228, St Helier, Jersey, JE4 9SS ("**the Chief Officer**");
- (2) IFC 2 Limited incorporated in Jersey with company number 115315 whose registered office is at Dialogue House, 2-6 Anley Street, St Helier, Jersey JE2 3QE ("**IFC 2**");
- (3) The States of Jersey Development Company Limited incorporated in Jersey with company number 64345 whose registered office is at Dialogue House, 2-6 Anley Street, St Helier, Jersey JE2 3QE ("**SoJDC**"); and
- (4) The Public of the Island of Jersey acting by the Infrastructure Minister, c/o Jersey Property Holdings, Maritime House, La Route du Port Elizabeth, St Helier JE2 3NW ("**the Owner**").

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 SoJDC warrants that it is the owner of a long leasehold interest in the Site (and other land) pursuant to a lease from the Owner passed before the Royal Court on 19 December 2008.
- 3 IFC 2 warrants that it is the owner of a long leasehold interest in the Site pursuant to a sub-lease from SoJDC passed before the Royal Court on 27 January 2017 (granted to IFC 2 under its previous name of JIFC (3) Limited).
- 4 SoJDC, acting on behalf of IFC 2, submitted an application (accorded the reference P/2019/1556) for planning permission for the Development.
- 5 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Applications Committee for determination by that Committee.
- 6 Having regard to the purposes of the Law the States of Jersey Island Plan 2011 (as amended from time to time) and all other material considerations, the Planning Applications Committee at its meeting on 19 June 2020 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 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>"Agreement"</b>		this agreement including the recitals and schedules hereto;
<b>"Chief Officer"</b>		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey responsible for planning and building in accordance with Article 1 of the Law;
<b>"Commencement"</b>		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
<b>"Development"</b>		the development of the Site (and the adjacent lands) in accordance with the Planning Permit;
<b>"GST"</b>		goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>		the all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
<b>"Index-Linked"</b>		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 10 prior to payment;



<b>"Infrastructure Minister"</b>		the Minister for Infrastructure of the States of Jersey;
<b>"Interest"</b>		interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002;
<b>"Occupation" and "Occupy"</b>		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>"Plan"</b>		the plan of the Site extracted from the Jersey Digital Map annexed to this Agreement as part of the First Schedule;
<b>"Planning Applications Committee"</b>		the body exercising functions conferred under Article 9A of the Law;
<b>"Planning Permit"</b>		the planning permission for the Development, a copy of which is attached at the Second Schedule, and references to the Planning Permit include where the context permits any variations and amendments to the said planning permission from time to time;
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey;
<b>"Site"</b>		the property as shown edged by a broken black line on the Plan and as is more fully described in the First Schedule upon part of which the Development is to be carried out; and

<b>"Transport Infrastructure Contribution"</b>		a financial contribution of Two Hundred Thirty-Eight Thousand and Five Hundred Pounds (£238,500) Sterling Index-Linked towards the provision by the Infrastructure Minister of such public realm improvements and sustainable transport initiatives as are reasonably appropriate in the circumstances arising from or as a consequence of the Development.

## 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 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 IFC 2, SoJDC and the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against IFC 2, SoJDC and 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

save for the provisions of Clause 14 (Jurisdiction) and Schedule 3 Paragraph 1 which shall come into effect immediately upon completion of this Agreement.

**5 IFC 2, SoJDC AND OWNER COVENANTS**

IFC 2, SoJDC and the Owner jointly and severally covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against IFC 2, SoJDC and the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

**6 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.

**7 MISCELLANEOUS**

- 7.1 IFC 2 shall pay to the Chief Officer on completion of this Agreement the reasonable legal costs of the Chief Officer incurred in the negotiation and completion of this Agreement, in such amount as shall have been agreed between the parties.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by IFC 2, SoJDC or 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, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices to be served on IFC 2, SoJDC and 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.
- 7.4 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.
- 7.5 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 IFC 2) it is modified (other than by process of Article 10 of the Law) by any statutory procedure or expires prior to Commencement.
- 7.6 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.

- 7.7 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.
- 7.8 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 IFC 2, SoJDC and the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officers' statutory powers under the Law.
- 7.9 Nothing contained herein shall be construed as obviating the need for IFC 2, SoJDC or the Owner to obtain or acquire from the Public of the Island of Jersey (in its public capacity) or the Parish of St Helier (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.10 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 IFC 2, SoJDC and the Owner as contained herein.
- 7.11 IFC 2, SoJDC and 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.
- 7.12 All communications and notices served or made under this Agreement shall be in writing.

## **8 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.

## **9 CHANGE IN OWNERSHIP**

IFC 2, SoJDC and the Owner agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

## **10 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.

#### **11 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.

#### **12 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.

#### **13 GOODS AND SERVICES TAX**

13.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

13.2 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.

#### **14 JURISDICTION**

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

#### **15 THE OWNER**

15.1 The Owner acknowledges and declares that this Agreement has been entered into by IFC 2 with its consent such that IFC 2's leasehold interest in the Site shall be bound by the obligations contained in this Agreement and the Owner's interest in the Site that forms the demise of IFC 2's interest shall take effect subject to this Agreement **PROVIDED THAT** the Owner shall have no liability under this Agreement unless it takes possession of any part of the Site that forms the demise of IFC 2's interest during or prior to Occupation of the Development.

15.2 The Owner shall not be liable solely due to any legal interest it may hold in the Site at the time of completion of this Agreement save that successors in title from the Owner will be liable to comply with all and any obligations under this Agreement.

## FIRST SCHEDULE

**Details of the Owner's Title, SoJDC's Title and IFC 2's Title and description of the Site**

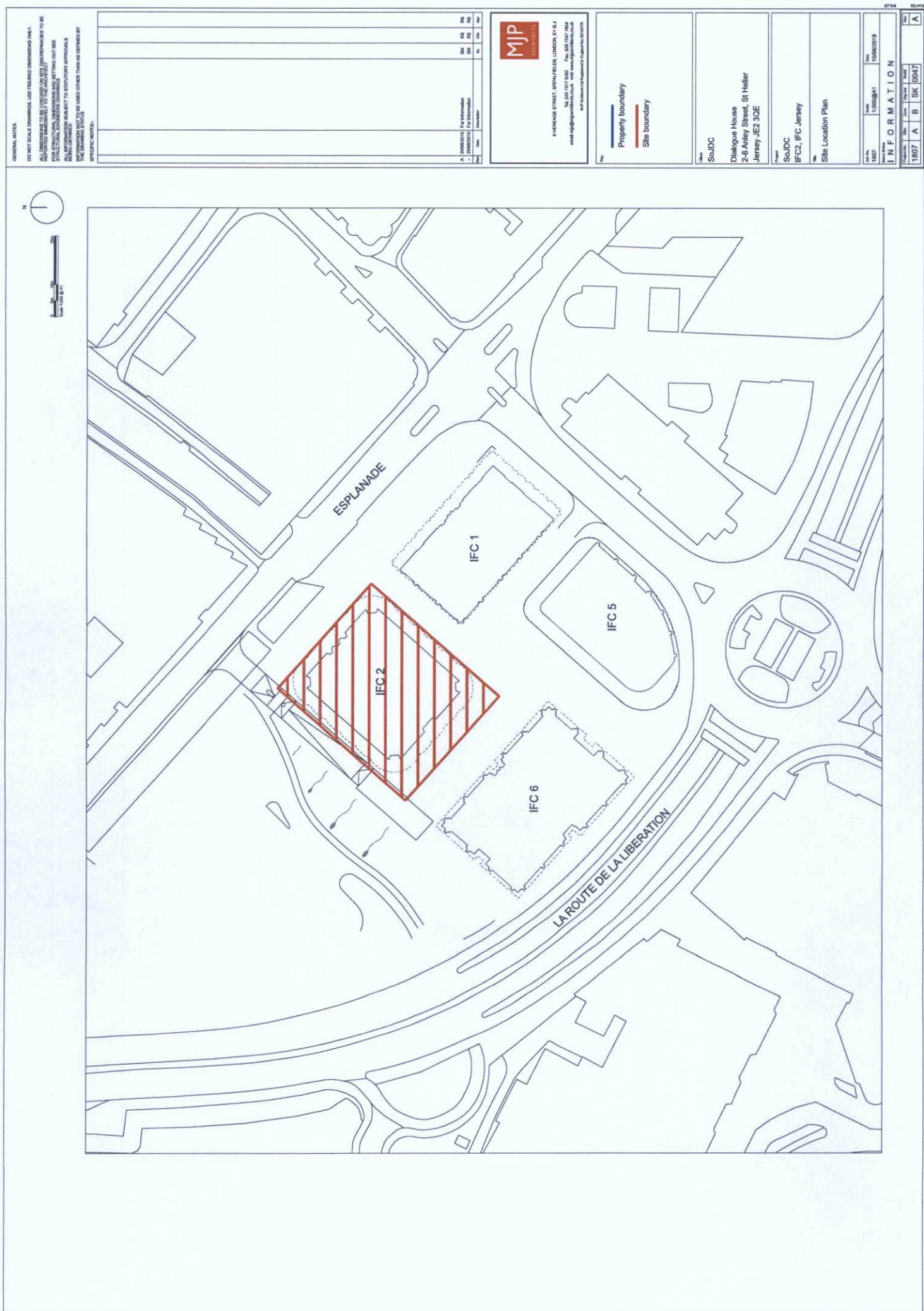
The site of the development to be known as IFC 2 (formerly No. 3, Jersey International Finance Centre), The Esplanade, St Helier, Jersey to be carried out by or on behalf of IFC 2 on the property forming part of the lands reclaimed from the sea by the Owner and established on part of the areas of the foreshore which the Owner acquired from the Crown by two (2) contracts, the first dated 16 December 1983 and the second dated 6 January 1995 (the Owner having also acquired, by compulsory purchase, all and such rights that both Les Pas Holdings Limited and Richard Arthur Falle, as Seigneur of the Fief de la Fosse, might have had to the said two areas of the foreshore abovementioned, all as confirmed by two (2) Acts of the Royal Court dated 22 July 1998 and 12 February 1999 respectively, refer thereto).

SoJDC has an interest in the majority of the Site pursuant to a lease of the Site and other land passed before the Royal Court on 19 December 2008 between the Owner and SoJDC (under its former name, Waterfront Enterprise Board Limited), such lease being for a term of one hundred and fifty (150) years from 19 December 2008 and expiring on 18 December 2158 (as such lease may be varied, renewed or extended from time to time).

IFC 2 has an interest in the Site pursuant to a sub-lease of the Site passed before the Royal Court on 27 January 2017 between SoJDC and IFC 2 (under its previous name of JIFC (3) Limited), such sub-lease being for a term commencing on 27 January 2017 and expiring on 17 December 2158 (as such sub-lease may be varied, renewed or extended from time to time).

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





SECOND SCHEDULE

**The Planning Permit**



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1556

**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:

Construct 7 storey office building including basement car park with retail (Class A) and food and beverage (Class B) on ground floor.

### To be carried out at:

IFC 2, IFC Jersey, Esplanade, St Helier, JE2 3BX

**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.

The proposed development is considered to be acceptable having due regard to the Jersey Island Plan 2011 (Revised 2014) and all of the other material considerations raised. In particular, the development has been assessed against Policies SP 1, SP 2, SP 3, SP 4, SP 5, SP 6, SP 7, GD 1, GD 4, GD 5, GD 6, GD 7, GD 8, GD 9, NE 1, BE 2, BE 5, BE 10, E O1, TT 4, TT 7, TT 8, TT 9, TT 10, TT 11, NR 1, NR 7, WM 1, WM 5, LWM 2, and LWM 3 of the Jersey Island Plan 2011 (Revised 2014). In addition, the development has been assessed against the Southwest St Helier Planning Framework, which was adopted in December 2019.

In this case, the proposed development is regarded as acceptable, having balanced an assessment of the objectives and requirements of the various individual policies, and the Supplementary Planning Guidance documents.



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This is to be the fourth (and final) element of the new ""Quartet"" of IFC buildings, and the application follows a similar design approach to the earlier submissions. As with the previous submissions, this application demonstrates a high quality of design, which has been highly commended by the Jersey Architecture Commission.

This is a central, sustainable town location, and the scale and design of the new building are considered to be entirely appropriate in the context of the emerging cluster of large-scale office buildings in this area.

The representations received have been considered and taken into account, and weighed against the benefits delivered by the application. On balance, having regard to all material circumstances, it is considered that approval of the application is justified.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A.** The development shall commence within three years of the decision date.

**Reason:** The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

- B.** The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

**Reason:** To ensure that the development is carried out and completed in accordance with the details approved.

**Condition(s):**

1. All planting and other operations comprised in the approved landscape scheme shall be carried out and completed prior to first occupation of any element of the development.
2. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Development Control section of Regulation. The approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
3. Prior to the commencement of development, full details of the proposed off-street servicing, including designated parking bays, shall be



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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1556

submitted to, and approved in writing by, the Development Control section of Regulation. Thereafter, such provision shall be made available in full prior to first occupation of any element of the development, and maintained in thereafter for the lifetime of the development.

4. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby approved, full details (including physical samples where appropriate) of all external materials to be used to construct the development, shall be submitted to, and approved in writing by, the Development Control section of Regulation. Thereafter, the development shall be undertaken in full accordance with such details, which must be completed prior to first occupation, and maintained as such for the lifetime of the development.
5. Prior to commencement of the development hereby approved, details setting out the arrangements for Waste Management in relation to the proposed excavation, shall be submitted to, and approved in writing by, the Development Control section of Regulation. Following completion of the excavation, and prior to commencement of construction, a Waste Management Completion Report shall be submitted to the Development Control section of Regulation.
6. Prior to commencement of the development hereby permitted, detailed design for the vehicle access (where it crosses the pedestrian footpath), shall be submitted to, and agreed in writing by the Development Control section of Regulation.
7. Prior to the commencement of development, a scheme of external lighting shall be submitted to, and approved in writing by, the Development Control section of Regulation, to be implemented in full prior to first occupation and retained in perpetuity for the lifetime of the development. Unless otherwise agreed in writing by the Development Control section of Regulation, all external lighting must be erected and directed in accordance with the Institution of Lighting Engineers Guidance Notes for the Reduction of Light Pollution 1994 (revised).
8. Prior to the occupation of the development, a Flood Risk Assessment, as applicable to the application site, shall be submitted to and approved by the Development Control section of Regulation, with any recommendations implemented prior to first occupation and thereafter maintained for the lifetime of the development. The Methodology for the Flood Risk Assessment shall first have been agreed with the Development Control section of Regulation.
9. Prior to the commencement of the development, a scheme for Air Quality Monitoring during the construction phase shall be submitted to and approved by the Development Control section of Regulation, to be

APPROVED



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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1556

thereafter maintained until first occupation. The Methodology for the Air Quality Monitoring shall first have been agreed with the Department of the Environment, and shall include provision for remedial actions in the event that air quality drops below reasonable levels to be agreed in advance with the Development Control section of Regulation.

10. Prior to the commencement of development the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigated, to the satisfaction of and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land. This will include: Phase 2 work to provide up-to-date site investigations and shall include ground conditions, soil, gas and groundwater data, across both the site of the proposed new building and the temporary car park; and Phase 3 Remediation and / or Risk Management. For the avoidance of doubt the scope of all work must be agreed in writing in advance with the Development Control section of Regulation.
11. 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 Development Control section of Regulation 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.
12. 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 Development Control section of Regulation. 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.
13. Prior to the commencement of development a Hydro-Geological Model shall be prepared for the site, to enable a full understanding of the implications of the development on groundwater conditions. No development shall take place until details of this, and any mitigation measures, have been submitted to, and approved in writing by, the Development Control section of Regulation, with the mitigation measures

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to be implemented prior to first occupation, and maintained thereafter for the lifetime of the development. For the avoidance of doubt, the scope of all work must be agreed in writing in advance with the Development Control section of Regulation.

14. On the conclusion of all detailed site investigations, the groundwater quality data and a groundwater quality change model shall be submitted to the Development Control section of Regulation, and, prior to the commencement of any development, a programme of groundwater analysis and sampling shall be submitted to, and agreed in writing by, the Development Control section of Regulation for the whole construction phase. For the avoidance of doubt, the applicant shall fund and allow reasonable independent audit water sampling on site by the Department whenever the Department deems this to be appropriate.

### Reason(s):

1. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to deliver a high quality development in accordance with Policies SP 7, and GD 7 of the Jersey Island Plan 2011 (Revised 2014).
2. To accord with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (Revised 2014).
3. In the interests of providing adequate service infrastructure, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014).
4. To ensure a high quality of design and in accordance with Policies SP 7, and GD7 of the Jersey Island Plan 2011 (Revised 2014).
5. In the interests of securing waste minimisation, and to accord with Policy WM 1 of the Jersey Island Plan 2011 (Revised 2014).
6. In the interests of delivering suitable vehicle infrastructure, and ensuring pedestrian safety, in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
7. In the interests of the amenities of the area and in accordance with the requirements of Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).
8. In the interests of ensuring adequate service infrastructure in accordance with the requirements of Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).



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9. In the interests of ensuring adequate air quality in accordance with Policy NR 3 of the Jersey Island Plan 2011 (Revised 2014).
10. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policies GD1, and GD 6 of the Jersey Island Plan 2011 (Revised 2014).
11. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policies GD 1, and GD 6 of the Jersey 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 GD 1 and GD 6 of the Jersey Island Plan 2011 (Revised 2014).
13. To ensure any long term impact of the scheme on groundwater conditions is clearly understood and any mitigation measures identified and to accord with Policy GD 1, NR 1 and GD 6 of the Jersey Island Plan 2011 (Revised 2014).
14. To ensure any long term impact of the scheme on groundwater conditions is clearly understood and any mitigation measures identified and to accord with Policy GD 1, NR 1 and GD 6 of the Jersey Island Plan 2011 (Revised 2014).

### FOR YOUR INFORMATION

- A. For the avoidance of doubt, this planning permission does not authorise the display of any signage or advertisements, or the installation of any external plant and machinery except where specific provision is made in the above conditions.
- B. Given comments received during the assessment of the application, 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.
  - 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)
- C. 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.



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

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- D. Given comments received during the assessment of the application, the applicant should be aware that permission must be obtained from Transport and Technical Services - Highways Maintenance and/or Streetworks Team on +44 (0)1534 445509. The agreed work will be required to be carried out by an approved contractor to the TTS's specification at the cost of the developer.

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:

1807-A-L-00-0001\_E - Site Location Plan  
 1807-A-L-00-0003\_R - Site Plan at Ground Level  
 1807-A-L-00-0005\_J - Site Sections Page 1/2  
 1807-A-L-00-0006\_F - Site Sections Page 2/2  
 1807-A-L-00-0010\_A - Verified View 01  
 1807-A-L-00-0011\_A - Verified View 01 including permitted IFC 6  
 1807-A-L-00-0012\_A - Verified View 01 (zoom)  
 1807-A-L-00-0013\_A - Verified View 01 (zoom) including permitted IFC 6  
 1807-A-L-00-0014\_A - Verified View 02  
 1807-A-L-00-0015\_A - Verified View 02 (zoom)  
 1807-A-L-00-0016\_A - Verified View 03  
 1807-A-L-00-0017\_A - Verified View 03 including permitted IFC 6  
 1807-A-L-00-0018\_A - Verified View 03 (zoom)  
 1807-A-L-00-0019\_A - Verified View 03 (zoom) including permitted IFC 6  
 1807-A-L-03-0009\_W - Basement Floor Plan  
 1807-A-L-03-0010\_R - Ground Floor Plan  
 1807-A-L-03-0011\_N - First Floor Plan  
 1807-A-L-03-0012\_C - Second Floor Plan  
 1807-A-L-03-0013\_C - Third Floor Plan  
 1807-A-L-03-0014\_C - Fourth Floor Plan  
 1807-A-L-03-0015\_L - Fifth Floor Plan  
 1807-A-L-03-0016\_R - Sixth Floor Plan  
 1807-A-L-03-0017\_M - Plant Floor Plan  
 1807-A-L-03-0018\_E - Roof Plan  
 1807-A-L-03-0021\_K - Section A-A  
 1807-A-L-03-0022\_E - Section B-B  
 1807-A-L-03-0023\_K - Section C-C  
 1807-A-L-03-0031\_G - South Elevation  
 1807-A-L-03-0032\_H - North Elevation  
 1807-A-L-03-0033\_F - East Elevation  
 1807-A-L-03-0034\_H - West Elevation  
 1846-GUA-DR-L-004-P08 - Landscape Surface Finishes  
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Acoustic Planning Report October 2019  
AVR Methodology Statement October 2019  
BREEAM Pre-Assessment Planning Report October 2019  
Briefing Note - Ecological Walkover Survey September 2019  
Car Park Strategy Report October 2019  
Code of Construction Practice October 2019  
Construction Environmental Management Plan October 2019  
Crime Impact Statement October 2019  
Design Statement  
Development Roads Strategy Report October 2019  
Energy Statement October 2019  
Environmental Action Plan October 2019  
Environmental Assessment of Ground Conditions September 2019  
Environmental Impact Statement Addendum October 2019  
Fire Strategy Report  
Flood Risk Assessment  
Generic Quantitative Environmental Risk Assessment June 2016  
Landscape and Public Realm Strategy August 2019  
Lighting Strategy  
Non-Motorised Users Report October 2019  
Overall Scheme Transport Assessment March 2015  
Percent for Art November 2019  
Refuse Strategy Report October 2019  
Structural Design Intent October 2019  
Travel Plan October 2019

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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](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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**THIRD SCHEDULE****IFC 2's, SoJDC's and the Owner's Covenants with the Chief Officer**

IFC 2, SoJDC and the Owner respectively in regard to the Site jointly and severally covenant, agree and undertake:

**COMMENCEMENT**

- 1 Not to Commence the Development until IFC 2 has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

**TRANSPORT INFRASTRUCTURE CONTRIBUTION**

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

#### FOURTH SCHEDULE

##### Chief Officer's Covenants

###### Repayment of contributions

- 1 The Chief Officer hereby covenants with IFC 2, SoJDC and the Owner to use or procure the use of all sums received by the Treasurer of the States from IFC 2 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 IFC 2, SoJDC and the Owner that he will procure or arrange that the Treasurer of the States will pay to IFC 2 such amount of any payment made by IFC 2 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.



S

  
.....  
PETER LE GRESLEY

in the presence of

  
.....  
LAWRENCE DAVIESthis 8<sup>th</sup> day of September 2020

in the presence of

.....  
this 26<sup>th</sup> day of August 2020

in the pres

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this 26<sup>th</sup> day of August 2020

Signed on behalf of

by .....

in the presence of

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this 1<sup>st</sup> day of September 2020