

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the twelfth 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, Randalls Limited, Gambetta Properties Limited and HSBC Bank Plc in relation to Randalls Brewery, Clare Street, St Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of

Randalls Brewery Clare Street, St. Helier, JE4 9NB..

Dated *Fourth day of December* 2020

The Chief Officer for the Environment (1)

Randalls Limited (2)

Gambetta Properties Limited (3)

HSBC Bank plc (4)

- 2 -

DATE 12th January 2020

PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("the Chief Officer");
- (2) Randalls Limited of P.O. Box 43, Clare House, Clare Street, St Helier, JE4 9NB; and
- (3) Gambetta Properties Limited of P.O. Box 43, Clare House, Clare Street, St Helier, JE4 9NB.

Randalls Limited and Gambetta Properties Limited (hereinafter together referred to as "The Owners").

- (4) HSBC Bank plc of HSBC House, Esplanade, St Helier, Jersey, Channel Islands JE1 1HS ("the Lender")

RECITALS:

- A. The Owners hereby warrant that they are together the owners of the Site to which they have right in perpetuity (à fin d'héritage) by virtue of contracts of purchase being (1) by contract of purchase dated 17 January 1964 from Kathleen Alice Randall to Randalls Brewery Limited (now Randalls Limited), (2) by contract of purchase dated 2 January 1965 from George Thomas Touzel to Randalls Brewery Limited (now Randalls Limited), (3) by contract of purchase dated 22 December 1972 from Tregear Limited to Randalls Brewery Limited (now Randalls Limited) and (4) by contract of purchase dated 12 January 1979 from James Edward Colback and Clifford Charles Colback to Gambetta Properties Limited.
- B. The Lender has an interest in the Site belonging to the Owners by virtue of the registration of a judicial hypothec in that respect by act of the Royal Court of Jersey dated 21 November 2014.
- C. The Owners submitted the Application to the Chief Officer who pursuant to Article 9(5)(b) of the Law referred the Application to the Planning Committee for determination by that Committee.
- D. Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 19 June 2020 resolved to approve the grant of planning permission with respect to the Application subject to

- 3 -

the prior completion of this Agreement as it considers it expedient in the interests of proper planning that provision should be made for securing certain public realm improvements more particularly described in the third schedule.

E. The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.

F. The Owners acknowledge that this Agreement is legally binding.

NOW 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 submitted to the Chief Officer for planning permission under application number P/2019/0781 in respect of the Site and described as "Demolish Randalls brewery, residential buildings and various site structures. Construct 27 No. one bed and 63 No. two bed residential units with associated basement parking and landscaping. Construct 2 No. Retail units with associated facilities to South-West of site. Refurbish and convert Clare House from office to form 5 No. one bed residential units. Convert outbuildings and construct link to form Office. Various external alterations to Clare House and outbuildings to include install rooflights and replace roofs. Various public realm improvements. AMENDED PLANS RECEIVED); RE-ADVERTISED Demolish Randalls brewery, residential buildings and various site structures. Construct 32 No. one bed and 50 No. two bed residential units with associated basement parking and landscaping. Construct 1 No. Retail Units with associated facilities to South-West of site. Refurbish and convert Clare House from office to form 5 No. one bed residential units. Convert outbuildings and construct link to form Office. Various external alterations to Clare House and outbuildings to include install rooflights and replace roofs. Various public realm improvements. AMENDED PLANS RECEIVED.

- 4 -

"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 of Development"	the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the words "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Application;
"Force Majeure"	means fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action, a state of emergency declared by the Lieutenant-Governor, or other unforeseen exceptional event, cause or circumstance outside the reasonable control of the Owners, its contractors or agents, and which adversely affects its ability to perform any obligation relating to any works provided for in this Agreement PROVIDED THAT the same could not reasonably have been avoided or provided against by the Owners its contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against to reduce any delay so far as reasonably practicable;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Plan"	the plan attached to this Agreement as the First Schedule;
"Planning Committee"	the body exercising functions conferred under Article 9A of the Law;
"Planning Permit"	the planning permission subject to conditions to be granted pursuant to the Application, a copy of which is set out in the Second Schedule 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

- 5 -

	from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	means a corner plot within St Helier bordered by Clare Street (North), Saville Street (West), Cannon Street (South) and Aquila Road (East);

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 interchangeable 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

- 6 -

3.1 This Agreement is made pursuant to Article 25 of the Law.

3.2 ~~The covenants, restrictions and requirements imposed upon the Owners~~
under this Agreement create planning obligations pursuant to Article 25 of the
Law and are enforceable by the Chief Officer against the Owners.

4. **CONDITIONALLY**

This Agreement shall come into effect immediately upon the date upon which it has
been recorded as registered in the Royal Court as evidenced by an Act of the said
Court.

5. **THE OWNERS'S COVENANTS**

The Owners covenants and agrees with the Chief Officer as set out in the Third
Schedule to the intent that this Agreement shall be enforceable without limit of time
against the Owners and any person claiming or deriving title through or under the
Owners 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 Where the agreement, approval, consent or expression of satisfaction is required by
the Owners 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 PO Box 228, St Helier Jersey JE4 9SS t or as
otherwise notified for the purpose by notice in writing.

7.2 Any notices on the Owners 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 -

- 7.3 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.
- 7.4 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 Owners) 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owners 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.
- 7.9 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 Owners as contained herein.
- 7.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.

- 8 -

- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8. CHIEF OFFICER COVENANT

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

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 for acting upon any subsequent breach or default.

10. CHANGE IN OWNERSHIP

The Owners agrees with the Chief Officer to give the Chief Officer immediate written notice of any change in ownership of any of its interests 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 or unit of occupation purchased by reference to a plan.

11. 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.

12. GOODS AND SERVICES TAX

- 12.1 All cause given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 12.2 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

- 9 -

have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

13. LENDER CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes ownership of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

14. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, a party shall not be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement, and any such failure or delay in performing its obligations will not constitute a breach of this Agreement, if such failure or delay is due to Force Majeure.

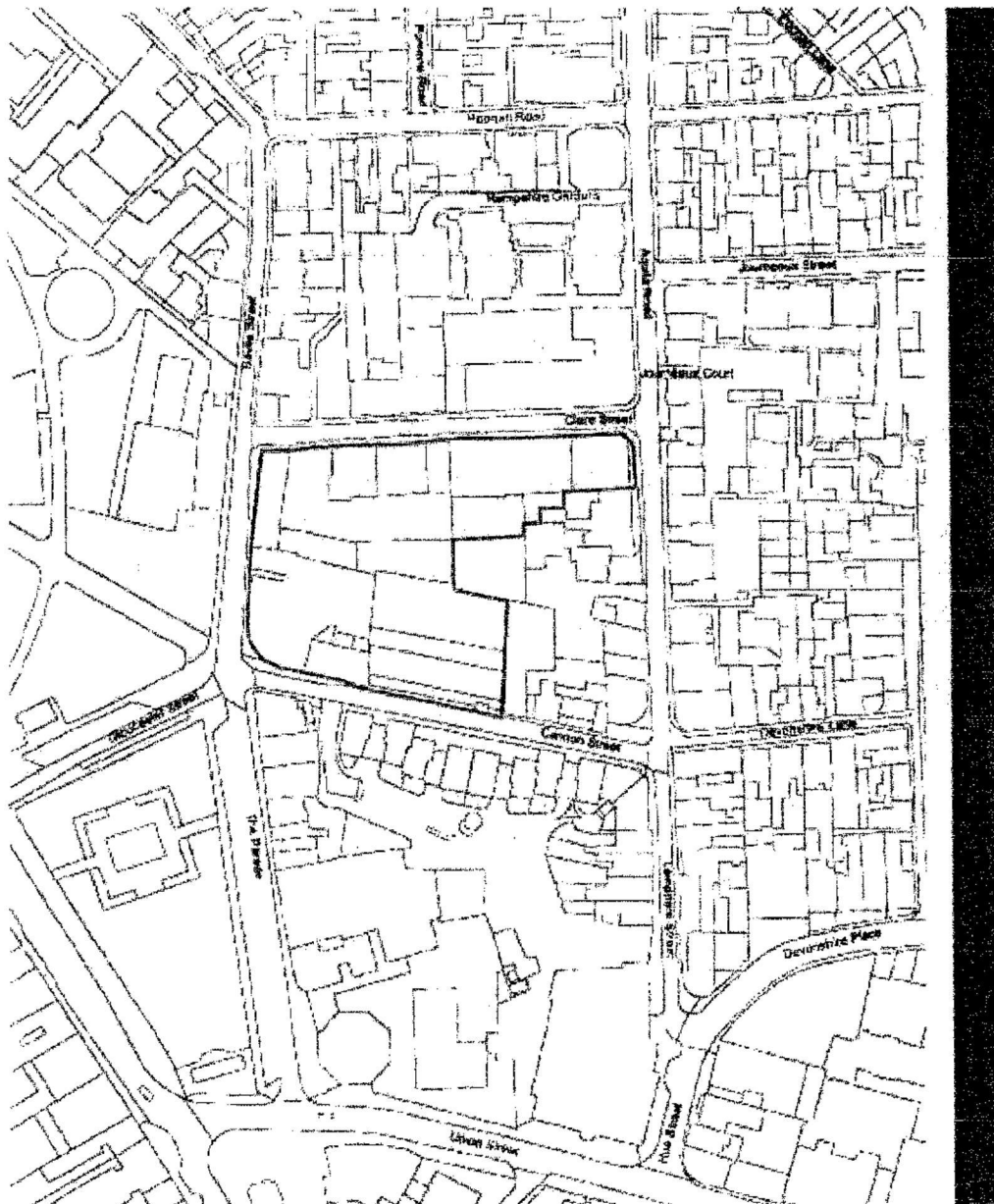
15. JURISDICTION

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

- 10 -

FIRST SCHEDULE

Site Plan



- 11 -

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

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 Randalls brewery, residential buildings and various site structures. Construct 27 No. one bed and 63 No. two bed residential units with associated basement parking and landscaping. Construct 2 No. Retail units with associated facilities to South-West of site. Refurbish and convert Clare House from office to form 5 No. one bed residential units. Convert outbuildings and construct link to form Office. Various external alterations to Clare House and outbuildings to include install rooflights and replace roofs. Various public realm improvements. AMENDED PLANS REC'D.

To be carried out at:

Randalls Limited, PO Box 43 Clare House, Clare Street, St. Helier, JE4 9NB.

This application is subject to a Planning Obligation Agreement.

Reason for Approval

In this case, it is considered that there are overwhelming benefits of removing a bad neighbour and replacing with a mixed use development to deliver a major regeneration scheme on a neglected and under-used site in town.

The proposed development would deliver 96 homes on a brownfield site in a highly sustainable location. The proposal would also deliver offices and retails units to help support this local economy; maintain vibrancy at ground floor level and create jobs. The scheme will also secure the future of Clare House and outbuildings which will be renovated as part of the proposal.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

The demolition of a Listed Building containing 3 cottages can never be undertaken lightly however the Island Plan must be viewed in the round. It is fully acknowledged that the proposal is contrary to Policy HE1 however the scheme satisfies the requirements of the other key policies. As such, the benefits listed above are considered to outweigh the harm caused by the demolition of the listed buildings on site.

Informative 1

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

Informative 2

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

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

Informative 4

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

Informative 5

Given comments received during the assessment of the application, the States of Jersey recommends that 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 .

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

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.

Informative 6

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that any sign, structure, or object which overhangs a public footway or highway requires an encroachment permit from TTS Highways Department under the Highways (Jersey) Law 1956.

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

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

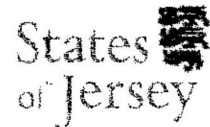
Planning Application Number P/2019/0781

Potentially Contaminated Land as amended.

3. No part of the development hereby approved shall be occupied until a **completion report and contaminated land completion certificate** demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the report.
4. 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;
5. Prior to the commencement of any demolition works a **vibration assessment** shall be undertaken, submitted to and approved in writing by the Department of the Environment unless otherwise agreed to in writing by the Department. The approved mitigation measures shall thereafter be implemented in full and retained as such.
6. Prior to first use on site a sample and/or specification of the **glazing** in the approved residential units shall be submitted to and approved in writing by the Department of the Environment. The approved glazing shall thereafter be implemented in installed and retained as such.
7. The findings and required mitigation measures outlined in the **Bat Survey Results Report & Species Protection & Enhancement Plan - August 2019**, 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.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

8. No ground breaking works shall be begun until a project design for an **archaeological evaluation** which will aim to gather sufficient information to establish the presence/absence, extent, condition, character, quality and date of any archaeological deposits within those areas affected has been submitted to and approved in writing by the Department of the Environment. The Project Design once approved in writing, shall be implemented at the applicant's expense. In the event that any significant archaeological finds are made, work shall cease and the Department of the Environment shall be notified immediately to allow for proper evaluation of such finds and may require further mitigation.

9. No ground breaking works shall be begun until a **Project Design** for a phased programme of **archaeological** oversight has been submitted to and approved unless otherwise agreed to in writing by the Department of the Environment. The Project Design once approved, shall be implemented at the applicant's expense. In the event that any significant archaeological finds are made, work shall cease and the Department of the Environment shall be notified immediately to allow for proper evaluation of such finds and further mitigation.

10. No part of the demolition of 28-30 Cannon Street shall be begun until a **programme of recording and analysis** of the protected structures to be lost (in terms of 28-30 Cannon Street) shall be submitted to and approved by the Department of the Environment. The recording and analysis shall be carried out by a suitably qualified person as agreed by the Department. That work shall be carried out in full accordance with the programme approved. Any variations shall be agreed to in writing by the Department prior to the commencement of such work.

11. No part of the works to the outbuildings hereby permitted shall be begun until a **detailed method statement to ensure the stability of those outbuildings** has been submitted to and approved in writing by the Department of the Environment. The development shall be carried out in full accordance with the method statement approved. Any variations shall be agreed in writing by the Department prior to the commencement of such work.

12. No part of the works to Clare House and the outbuildings hereby permitted shall be begun until the following has been submitted and approved in writing by the Department of the Environment:

- i. a **method statement detailing the conversion**;
- ii. a **window schedule** to demonstrate that any replacement windows re beyond repair.

The development shall be carried out in full accordance with the method statement approved. Any variations shall be agreed in writing by the Department prior to the commencement of such work.

13. No part of the works to Clare House and the outbuildings hereby

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

permitted shall be begun until details of the following have been submitted to and approved in writing by the Department of the Environment. These works shall thereafter be carried out in full in accordance with such approved details

- i) The nature, materials, dimensions and profile of external heads, cills, jambs and mullions of **windows** and the heads and jambs of doorways illustrated by a scale drawing at 1:5;
- ii) The design or pattern, materials and extent of reveals of external windows and **doors** illustrated by a scale drawing at 1:5;
- iii) The colour(s) of all external **woodwork** by reference to a British Standard Classification or its equivalent.

14. No part of the works to Clare House and the outbuildings hereby permitted shall be begun until details in respect of the following matters have been submitted to and approved in writing by the Department of the Environment. These works shall thereafter be carried out in full in accordance with such approved details:

- i. **Rainwater goods**
- ii. **Roofing materials**

15. Prior to first occupation of Blocks B, C, D and E all works to Claire House and the **outbuildings must be completed**, and these buildings ready for occupation.

16. No part of the development hereby approved shall be occupied until the means of **VEHICULAR/CYCLIST** access on Clare Street and Cannon Street as indicated on the approved plan has been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.

17. Prior to the development being brought into first use, **visibility plays** shall be laid out and constructed in accordance with the approved plans. The visibility plays shall then be retained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.

18. No part of the development hereby approved shall be occupied until the **vehicular manoeuvring area and respective car parking spaces** have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

19. 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.

20. No part of the development hereby approved shall be occupied until the **electric car/cycle charging facilities** have been wholly constructed in

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development.

21. No part of the development hereby approved shall be occupied until drawings, including materials, to a scale of no less than 1:100 shall be submitted to and approved in writing for the following details:

- i. Removal/realignment or renewal of **service/utility boxes**;
- ii. **Footpath widening**, renewal and resurfacing across the site;
- iii. **Kerbs** to be dropped or lowered.
- iv. 50mm split blocks to differentiate private and Parish land ownership.
- v. Any other necessary works on or adjacent to the highway.

22. No part of the development hereby permitted shall be begun until a full **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.

23. Prior to their first use on site, details and/or samples of all **external materials** to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such. For the avoidance of doubt the use of bronze vertical metal fins (cladding) is not approved.

24. No part of the development hereby permitted shall be begun until a scheme of **landscaping** has been submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following:

- i) 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;
- ii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iii) 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,
- iv) A landscape management plan for the maintenance of the landscaped areas.

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

25. 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**, unless otherwise agreed to in writing by the Department for the Environment. Following completion, the landscaping areas shall be thereafter retained as such.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

26. No part of the development hereby permitted shall be begun until a schedule of **landscape maintenance** for a minimum period of 5 years has been 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.

27. 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.

28. No part of the development hereby permitted shall be begun until 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.

29. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of **refuse** are completed in accordance with the approved plans, and thereafter be retained and maintained as such.

30. No part of the development hereby approved shall be occupied until drainage plans, including **disposal of surface water**, and/or Sustainable Urban Drainage Solutions has been submitted and approved. Following written approval drainage must be implemented in full accordance with the approved plans and thereafter retained.

Reason(s):

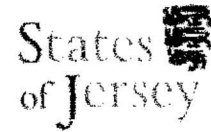
1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

2. 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).

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).

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

4. 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).
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 safeguard the amenities of the occupants of the properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
8. 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 and HE5 of the Adopted Island Plan 2011 (Revised 2014).
9. 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).
10. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE1 and HE2 of the Adopted Island Plan 2011 (Revised 2014).
11. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE1 and HE2 of the Adopted Island Plan 2011 (Revised 2014).
12. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE1 and HE2 of the Adopted Island Plan 2011 (Revised 2014).
13. Insufficient details are included in the application and are required to be submitted and agreed by the Department of the Environment to ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE1 and HE2 of the Adopted Island Plan 2011 (Revised 2014).

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

14. Insufficient details are not included in the application and are required to be submitted and agreed by the Department of the Environment to ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place, in accordance with Policies SP4, HE1 and HE2 of the Adopted Island Plan 2011 (Revised 2014).

15. To ensure the renovation of these listed buildings is delivered in accordance with Policies SP4, HE1 and HE2 of the Adopted Island Plan 2011 (Revised 2014).

16. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

17. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

18. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

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

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

21. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

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

23. 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).

24. 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).

25. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

26. 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).

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

28. 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).

29. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).

30. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

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

Approved/Refused Documents

- 1-Location Plan
- 2-Proposed Demolition Plan 020 P3
- 3-Proposed Basement Plan 099 P9
- 4-Proposed Ground Floor Plan 100 P11
- 5-Proposed First Floor Plan 101 P6
- 6-Proposed Second Floor Plan 102 P6
- 7-Proposed Third Floor Plan 103 P6
- 8-Proposed Fourth Floor Plan 104 P7
- 9-Proposed Roof Plan 105 P6
- 10-Proposed Contextual Elevations Sheet 1 300 P7
- 11-Proposed Contextual Elevations Sheet 2 301 P10
- 12-Proposed Listed Buildings Ground Floor Plan 110 P4
- 13-Proposed Listed Building First Floor Plan 111 P4
- 14-Proposed Listed Buildings Second Floor Plan 112 P4
- 15-Proposed Listed Building Elevations Sheet 1 302 P5

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0781

- 16-Proposed Listed Building Elevations Sheet 1 303 P5
- 17-Proposed Facade Detail Bays 1 and 2 400 P3
- 18-Proposed Facade Details Bay 3 and 4 401 P3
- 19-Proposed Landscape Plan 900 P3
- 20-Window Schedule for Clare House and Outbuildings

Existing Plans

- Existing ground Floor Plan 010 P5
- Existing First Floor Plan 011 P5
- Existing Second Floor Plan 012 P5
- Existing Third Floor Plan 13 P5
- Existing Roof Plan 014 P5
- Existing Contextual Elevations Sheet 1 050 P4
- Existing Contextual Elevations Sheet 2 051 P4

Non-Approved Plans/Drawings

- Proposed 3D Visuals Views 1 and 2 500 P3
- Proposed 3D Visuals View 3 and 4 501 P4
- Proposed 3D Visual Views 5 and 6 502 P3
- Proposed 3D Visuals Views 7 and 8 503 P3
- Proposed 3D Visual View 9 504 P2

Supporting Documents

- Air Quality Assessment
- EIS - Preliminary Roost Inspection - 31/05/2019
- Bat Survey Results Report & Species Protection & enhancement Plan.
- Clare Street Structural Report T&G - 25th Sept 2019 (Rev B)
- Flood Risk and Drainage Statement
- Heritage Impact Statement
- Historic Environment Statement
- Historic Building Viability Study
- Noise Impact Assessment
- Phase 1 Ground Conditions Assessment
- Preliminary Site Waset Management Plan
- Public Art Statement
- Technical Note
- Transport Statement
- Planning Statement
- Design Statement Part 1
- Design Statement Part 2
- Design Statement Part 3

DECISION DATE: 19/06/2020

APPROVED

Decision Notice



~~PLANNING AND BUILDING (JERSEY) LAW 2002~~

Planning Application Number P/2019/0781

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

APPROVED

- 12 -

THIRD SCHEDULE

The Owners's Covenants with the Chief Officer

The Owners covenants and agrees and undertakes:

1. not to Commence the Development until the Owners has given to the Chief Officer seven (7) days' notice in writing of its intention so to do;
2. To pay to the Treasurer of the States prior to the Commencement of the Development:
3.
 - a. a financial contribution in the sum of £23,000 towards the provision of 2 no. bus shelters in the vicinity of Parade Gardens;
 - b. a financial contribution in the sum of £36,000 towards the provision of 8 no. street lights at Cannon Street, Gloucester Street and Lempriere Street;
 - c. a financial contribution in the sum of £1,500 towards street tree maintenance;
 - d. a financial contribution in the sum of £20,000 towards the provisions of a car club;
4. Not to Commence the Development until the aforementioned financial contributions shall have been paid to the Treasurer of the States
5. To carry out footpath widening works at Saville Street and Cannon Street as identified on the approved drawings;
6. To carry out footpath re-surfacing works at Saville Street, Cannon Street, Aquila Road and Clare Street as identified on the approved drawings;
7. To provide of 2 x raised tables at Saville Street as identified on the approved drawings;
8. To provide of 4 no. bicycle stands to be provided as identified on the approved drawings;
9. all footways and unloading bays beyond the development boundary but within the application red line to be ceded to the relevant highway authority. The ceding to be by contract to be passed before the Royal Court, the Owners paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

- 13 -

FOURTH SCHEDULE

Chief Officer's Covenant

1. The Chief Officer hereby covenants to use all sums received by the Treasurer of the States under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The Chief Officer covenants that he will procure or arrange that the Treasurer of the States will pay such amount of any payment made to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

- 14 -

Signed on behalf of

by

PETER LE GRESLEY

in the presence of

this 12th day of January 2020

CHRISTOPHER JONES.

Signed on behalf of Randalls Limited

by

in the presence

this 4th day of December 2020

Signed on behalf of Gambetta Properties Limited

by

in the presence

this 4th day of December 2020

Signed on behalf of HSBC Bank plc

by

in the presence

this 10th day of December 2020