

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-three, the eleventh day of September.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Dandara (Plat Douet) Limited in relation to Samuel Le Riche House, Arzl, Canning Court and former Waitrose Warehouses, Plat Douet Road, St Saviour, Jersey, JE2 7PN, 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 the property known as Samuel Le Riche House,
Arzl, Canning Court and former Waitrose Warehouses, Plat Douet Road, St
Saviour, Jersey JE2 7PN

Dated

5 September

2023

The Chief Officer for the Environment (1)

Dandara (Plat Douet) Limited (2)

DATE 5 September

2023

PARTIES

1. The Chief Officer for the Environment of Government Offices, Planning and Building Control, PO Box 228, Jersey, JE4 9SS ('**the Chief Officer**'); and
2. Dandara (Plat Douet) Limited a limited liability company incorporated in Jersey with Registration Number 129197 the registered office of which is situate at 26 New Street, St. Helier, JE2 3RA, Jersey ('**the Owner**').

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Application (accorded the reference P/2023/0266) for planning permission for the Development has been submitted for and on behalf of the Owner.
- 3 The Application was submitted 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.
- 4 Having regard to the purposes of the Law, the Island Plan 2022 and all other material considerations the Planning Committee at its meeting on 29 June 2023 resolved to approve the grant of planning permission with respect to the Application subject to 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 Fourth Schedule.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 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'		<p>the application for planning permission in respect of the Site and described as,</p> <p>"Demolish existing buildings on site including Arzl House, Canning Court, Samuel Le Riche House and warehouse. Construct 2no. blocks consisting of 17no. 1-bed, 42no. 2-bed and 2no. 3-bed residential units; dementia care village comprising 3no. blocks and consisting of 10no. independent living units for dementia care, 57 bed dementia nursing care facility, 6no. 1-bed and 2no. 2-bed staff accommodation units; all with associated under podium parking. Alter existing vehicular access onto Plat Douet Road and access road between proposed development and Waitrose. Widen existing footpath at Plat Douet Road. Construct substation to South-West elevation. Various landscaping alterations"</p> <p>The whole given the reference P/2023/0266;</p>
'Bus Service Vouchers'		<p>bus service vouchers to the first Occupier(s) of a Dwelling Unit entitling each voucher holder to 6 months of free bus use of the public bus service currently operated by LibertyBus and delivered by Tower Transit UK.</p>
'Bus Shelter Contribution'		<p>the sum of thirty thousand three hundred and sixty six pounds (£30,366) to be paid by the Owner to the Treasurer of the States to be applied towards the erection and completion of bus shelters in the</p>

		environ of the Site at the two nearest locations (on Bagot Road and Victoria Road) for taking services into St Helier town centre;
'Bus Subsidy Contribution'		the sum of one hundred and sixteen thousand three hundred and seventy seven pounds (£116,377) to be paid by the Owner to the Treasurer of the States to be applied towards the subsidisation and improvement of bus services in the environ of the Site;
'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;
'Children's Play Equipment Contribution'		the sum of [circa twenty thousand pounds (£20,000) - the final financial commitment is to be agreed between the Chief Officer and the Owner] to be paid by the Owner to the Treasurer of the States to be applied towards the refurbishment of the existing children's play equipment at nearby play areas in the environ of the Site, including the residential developments known locally as Clos Gosset and Grassett Park;
'Commencement'		the date on which any material operation (as defined in Article 5(7) of the Law) 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, any demolition on the Site, tree removal, any remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, and the temporary display of site notices or advertisements and 'Commence' and 'Commenced' shall be construed accordingly;
'Community Cricket Facilities Contribution'		the sum of [circa forty thousand pounds (£40,000) - the final financial commitment is to be agreed between the Chief Officer and the Owner] to be paid by the Owner to the Treasurer of the States to be applied towards the refurbishment of the community cricket facilities located at FB Fields;
'Development'		the development of the Site as set out in the Planning Permit;
'Dwelling Unit'		a residential unit of accommodation forming part of the Development to be constructed on the Site pursuant to the Planning Permit;
'Eastern Cycle Network'		the publicly accessible cycle route linking Gorey with St. Helier creating dedicated cycle lanes across the eastern part of the island;
'Eastern Cycle Network Contribution'		the sum of two hundred and seventy one thousand nine hundred and fifty four pounds (£271,954) to be paid by the Owner to the Treasurer of the States to be applied towards the

		provision of the Eastern Cycle Network;
'Force Majeure'		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 Owner, its contractors or agents, and which adversely affect their 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 Owner, 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;
'GST'		Goods and Services Tax under the Goods and Services Tax (Jersey) Law 2007;
'Index'		the All Items Retail Prices Index of Jersey as issued from time to time by the Statistics Unit to the Government of Jersey.
'Interest'		interest at three percent above the base lending rate of the Barclays Bank Plc.
'Island Plan 2022'		the Government of Jersey Island Plan, 2022 (adopted on 25 th March 2022) (as amended from time to time);

'Law'		the Planning and Building (Jersey) Law 2002;
'Occupation', 'Occupy' and 'Occupied'		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and an Occupier shall be someone in Occupation of a Dwelling Unit;
'Pedestrian Footway Works'		the creation of a footway between the Site and Plat Douet Road, to include a crossing point at the junction with Bagot Road ;
'Pedestrian Footway Works Contribution'		the sum of seventy-four thousand five hundred and fifteen pounds (£74,515) to be paid by the Owner to the Treasurer of the States to be applied towards the Pedestrian Footway Works;
'Planning Permit'		the planning permission for the Development to be granted by the Chief Officer pursuant to the Application, subject to the draft proposed planning conditions which are set out at the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
'Plat Douet School Contribution'		the sum of [circa one hundred thousand pounds (£100,000) - the final financial commitment is to be

		agreed between the Chief Officer and the Owner] to be paid by the Owner to the Treasurer of the States to be applied towards the provision of the Plat Douet School Electric Bicycles, the Plat Douet School Minibus and the Plat Douet School Playground;
'Plat Douet School Minibus'		the provision of a minibus for Plat Douet School;
'Plat Douet School Electric Bicycles'		the provision of 5 no. electric bicycles and charging stations for the staff of Plat Douet School;
'Plat Douet School Playground'		the provision of a new playground for Plat Douet School;
'Public'		the Public of the Island of Jersey;
'Royal Court'		the Royal Court of the Island of Jersey;
'Site'		the site comprising the property known as Samuel Le Riche House, Arzl, Canning Court, and former Waitrose Warehouses, Plat Douet Road, St Saviour, the whole as shown for the purposes of identification on the plan forming the Second Schedule.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the Government 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 and shall come into effect upon:

- (i) the grant of the Planning Permit; and
- (ii) Commencement of the Development,

save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 CHIEF OFFICER'S COVENANTS

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

7. PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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 Group Director for Regulation 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, Philip Le Feuvre House, La Motte Street, St. Helier, Jersey, JE4 8PE or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the address of the Owner referred to above or sent by e-mail to the Owner's e-mail address as stated on the signature page or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the commencement of the Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenant's terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

11 INDEXATION

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on

which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is paid.

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 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.

16 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.

17 JURISDICTION

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

17.2 The Courts of Jersey shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and for such purposes the parties submit to the jurisdiction of the Courts of Jersey.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the date stated at the beginning of It.

FIRST SCHEDULE

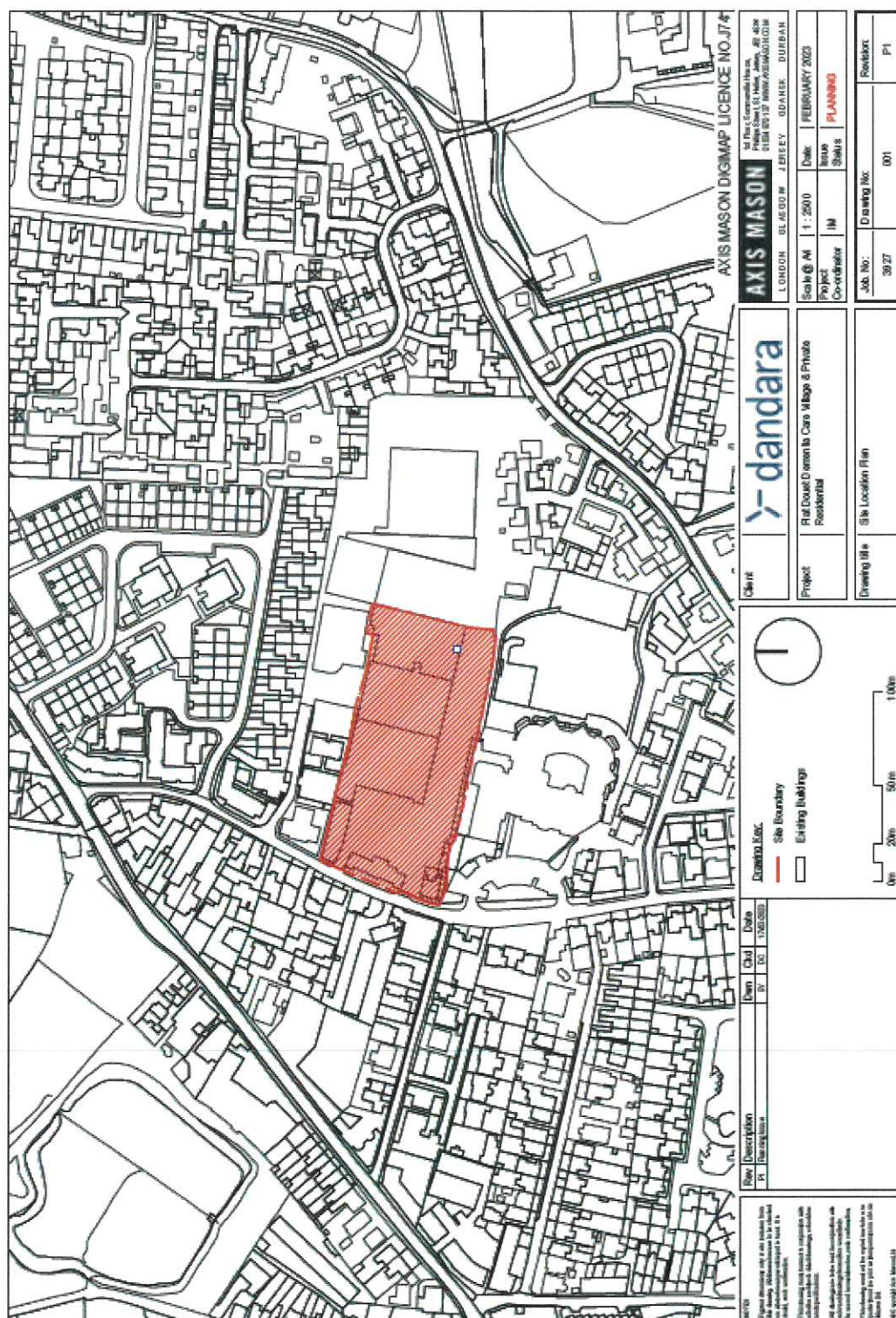
Owner's Title

The Owner is the owner of all that immovable property comprising:

1. the property comprising a piece of land forming part of the land formerly known as "Le Clos des Nouettes" with the warehouse building and the transforming and distributing station erected on part thereof, a private road, parking area, Service Area, dependant land and appurtenances. Item, a strip of land of irregular shape formerly forming part of the northern extremity of the piece of land formerly known as "Le Clos de Gallais" to which it had right by hereditary contract dated 20th December 2019 from Waitrose (Jersey) Limited;
2. the property known as "Canning Court" to which it had right by hereditary contract dated 25th September 2020 from Canning Court Limited;
3. the property comprising the block of offices known as "Samuel Le Riche House" together with the car-park, roadway, land and appurtenances dependent thereto to which it had right by hereditary contract also dated 25th September 2020 from Plat Douet Investments Limited; and
4. the property known as "Arzl" consisting of a house, garden, land and appurtenances to which it had right by hereditary contract also dated 25th September 2020 from Arzl Limited.

SECOND SCHEDULE

The Site



THIRD SCHEDULE

The draft planning permit

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0266

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 buildings on site including Arzl House, Canning Court, Samuel Le Riche House and warehouse. Construct 2no. blocks consisting of 17no. 1-bed, 42no. 2-bed and 2no. 3-bed residential units; dementia care village comprising 3no. blocks and consisting of 10no. independent living units for dementia care, 57 bed dementia nursing care facility, 6no. 1-bed and 2no. 2-bed staff accommodation units; all with associated under podium parking. Alter existing vehicular access onto Plat Douet Road and access road between proposed development and Waitrose. Widen existing footpath at Plat Douet Road. Construct substation to South-West elevation. Various landscaping alterations. 3D Model Available.

To be carried out at:

Samuel Le Riche House, Plat Douet Road, St. Saviour, JE2 7PN.

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 approved scheme is for the comprehensive redevelopment of a substantial urban brownfield site, within the Built-Up Area (as designated by the Bridging Island Plan), delivering 61 new apartments, and a new care home. This is a well-designed proposal, which makes effective use of a valuable site, which is currently run-down, under-used, and detracting from the character of the area.

The Committee is satisfied that the proposed development will fit comfortably into the established wider built context of the area, delivering significant benefits, and making good use of the site, without causing unreasonable harm to the residential amenity of neighbouring residents.

APPROVED

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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. Prior to their first use on site, samples of all of the external materials to be used shall be submitted to, and approved in writing by, the Chief Officer. Thereafter, the approved details shall be implemented in full.
2. Prior to its installation, additional details shall be submitted to, and agreed in writing by, the Chief Officer, in respect of the following;
 - a.) The nature and location of all mechanical and engineering plant to be included across the whole development (related to ventilation, café / restaurant odour extraction etc...)
3. Prior to the commencement of any new construction, details shall be submitted to, and agreed in writing by, the Chief Officer, which demonstrate that the new development hereby approved will exceed Building Byelaw requirements, in terms of energy efficient homes, by 20%. Thereafter, the agreed details shall be implemented in full, and retained as such.
4. Prior to the commencement of any new construction, the final detailed design of the foul and surface water drainage systems must be submitted to, and agreed in writing by, the Chief Officer.
5. No part of the development hereby approved shall be occupied until all hard and soft landscape works, as indicated on the approved plans, have been carried out in full. Following completion, the landscaping areas shall, thereafter, be maintained as such.

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Planning Application Number P/2023/0266

6. Prior to the commencement of any new construction, and with reference to the consultation responses (dated 04/05/2023, 08/06/2023, and 16/06/2023) from IE Transport, the following additional information shall be submitted to, and agreed in writing by, the Chief Officer;
 - a.) Details relating to the provision of a bicycle hire docking station;
 - b.) Details relating to the establishment of a shared 'car-club' facility at the site;
 - c.) An updated 'working version' of the D/CEMP document (to include realistic information relating to on-site worker and vehicle numbers etc...);
7. Within 6 months of occupation of the dementia unit, or within 6 months of a 60% level of occupation of the new residential units (whichever occurs first), a Travel Plan based on user surveys will be submitted to (for approval by) the Chief Officer. A Travel Plan Coordinator will be appointed 6 months pre-occupation of any part of the development to coordinate Travel Plan implementation effectively for 10 years.
8. 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, have been submitted to and approved in writing by the Chief Officer. 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 Chief Officer prior to the work being carried out.
9. Following the commencement of development during the demolition and construction phases, should any contamination, not previously identified be found, the Chief Officer must be informed immediately. No further development shall be carried out (unless otherwise agreed in writing with the Chief Officer) until the levels of potential contaminants in the ground have been investigated and any risks to human health and wellbeing have been assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.
10. No part of the development shall be occupied, until a ground contamination completion report and contaminated land completion certificate demonstrating completion of the contamination mitigation works (where applicable) and the effectiveness of any required remediation set out in the approved scheme, is submitted to and

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approved in writing by the Chief Officer. Where required by the Chief Officer 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 Chief Officer.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies SP3, SP4, & GD6 of the adopted 2022 Bridging Island Plan.
2. In the interests of the amenity of nearby neighbours, and the general public, under the provisions of Policy GD1 of the adopted 2022 Bridging Island Plan.
3. To accord with Policy ME1 of the adopted 2022 Bridging Island Plan.
4. To accord with the requirements of Policies WER6 and WER7 of the adopted 2022 Bridging Island Plan.
5. 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 and its residents, in accordance with Policies SP3, SP4, SP5, GD6, NE1, NE2 of the adopted 2022 Bridging Island Plan.
6. To accord with the requirements of Policies TT1, TT2, and TT4 of the adopted 2022 Bridging Island Plan.
7. To accord with the requirements of Policies TT1, TT2, and TT4 of the adopted 2022 Bridging Island Plan.
8. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policy GD1 of the adopted 2022 Bridging Island Plan.
9. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policy GD1 of the adopted 2022 Bridging Island Plan.
10. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policy GD1 of the adopted 2022 Bridging Island Plan.

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Planning Application Number P/2023/0266

FOR YOUR INFORMATION

- A. 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.
- B. 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>
- C. Refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at
<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.
- D. Follow the provisions of the Food Hygiene (General Provisions) (Jersey) Order, 1967. Further advice can be obtained from Environmental Health on +44 (0) 1534 443712.
- E. Refer to the guidance on extraction systems in the following documents: 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' prepared by Netcen on behalf of DEFRA, 2005 and 'Heating and Ventilating Contractor's Association DW/172 Specification for Kitchen Ventilation Systems' 2005.

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

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

3927 001 P1 - Site Location Plan
3927 050 P4 - Proposed Site Plan
3927 100 P2 - Proposed Consolidated Ground Floor Plan
3927 101 P1 - Proposed Consolidated First Floor Plan
3927 102 P1 - Proposed Consolidated Second Floor Plan
3927 103 P1 - Proposed Consolidated Third Floor Plan
3927 104 P1 - Proposed Consolidated Fourth Floor
3927 105 P2 - Proposed Consolidated Roof Plan
3927 110 P2 - Proposed Residential Apartments Block A & B Ground Floor Plan
3927 111 P1 - Proposed Residential Apartments Block A & B First Floor Plan
3927 112 P1 - Proposed Residential Apartments Block A & B Second Floor Plan
3927 113 P1 - Proposed Residential Apartments Block A & B Third Floor Plan

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3927 114 P1 - Proposed Residential Apartments Block A & B Fourth Floor Plan
 3927 120 P2 - Proposed Dementia Care Village Ground Floor Plan
 3927 121 P1 - Proposed Dementia Care Village First Floor Plan
 3927 122 P1 - Proposed Dementia Care Village Second Floor Plan
 3927 123 P1 - Proposed Dementia Care Village Third Floor Plan
 3927 130 P1 - Typical Apartment Types
 3927 200 P1 - Proposed Site Context Sections
 3927 300 P2 - Proposed Site Context Elevations - Sheet 1 of 2
 3927 301 P1 - Proposed Site Context Elevations - Sheet 2 of 2
 3927 305 P2 - Proposed Residential Apartment Elevations Block A Elevations - Sheet 1 of 3
 3927 306 P1 - Proposed Residential Apartment Elevations - Block A and B Elevations - Sheet 2 of 3
 3927 310 P2 - Proposed Residential Apartment Elevations Block B Elevations - Sheet 3 of 3
 3927 315 P2 - Proposed Dementia Care Village Elevations - Sheet 1 of 3
 3927 316 P2 - Proposed Dementia Care Village Elevations - Sheet 2 of 3
 3927 317 P1 - Proposed Dementia Care Village Elevations - Sheet 3 of 3
 3927 400 P1 - Proposed Residential Apartments Block A Facade Details
 3927 401 P1 - Proposed Residential Apartments Block B Facade Details
 3927 402 P1 - Proposed Dementia Care Village Block C Facade Details
 3927 403 P1 - Proposed Dementia Care Village Block C Facade Details
 3927 404 P1 - Proposed Dementia Care Village Block D Facade Details
 3927 405 P1 - Proposed Dementia Care Village Block E Facade Details
 3927 500 P2 - Proposed CGI Sheet 1 of 4
 3927 501 P2 - Proposed CGI Sheet 2 of 4
 3927 502 P2 - Proposed CGI Sheet 3 of 4
 3927 503 P2 - Proposed CGI Sheet 4 of 4
 3927 900 P3 - Proposed Landscape Plan - Ground Floor
 3927 901 P8 - Proposed Landscape Plan - Podium and Decks
 3927 902 P11 - Proposed Landscape Plan - Roof Gardens
 3927 903 P6 - Proposed Landscape Plan - Wider Context
 3927 904 P5 - Proposed Landscape Plan - Ecological Enhancement Plan
 332210682_5501_111 - Car Park Visibility Splay (2m x 11m)
 332210682_5501_112 - Proposed Jersey Vehicle Tracking
 Comparison of Existing to Proposed Discharge Flow Rates: July 2022
 Demolition and Construction Environmental Management Plan
 Nurture Ecology - Species Protection and Enhancement Plan: April 2023
 Percentage For Art Statement
 Site Waste Management Plan
 Stantec - Flood Risk Assessment Rev.C: March 2023
 Stantec - Framework Travel Plan: March 2023
 Stantec - Transport Statement: March 2023

DECISION DATE: xx/xx/xxxx

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0266

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

DRAFT

APPROVED

FOURTH SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

CONTRIBUTIONS

1. That the Owner shall pay each of the Eastern Cycle Network Contribution and the Pedestrian Footway Works Contribution to the Treasurer of the States prior to the Commencement of the Development.
2. Not to Commence the Development until such time as each of the Eastern Cycle Network Contribution and the Pedestrian Footway Works Contribution has been paid to the Treasurer of the States.
3. That the Owner shall pay each of the Bus Shelter Contribution, the Bus Subsidy Contribution, the Children's Play Equipment Contribution, the Community Cricket Facilities Contribution and the Plat Douet School Contributions to the Treasurer of the States prior to the Occupation of 50% of the Development.
4. Not to Occupy more than 50% of the Development until such time as each of the Bus Shelter Contribution, the Bus Subsidy Contribution, the Children's Play Equipment Contribution, the Community Cricket Facilities Contribution and the Plat Douet School Contributions have been paid to the Treasurer of the States.

BUS SERVICE VOUCHERS OBLIGATION

1. That the Owner shall notify all first Occupier(s) of a Dwelling Unit to advise them of the availability of the Bus Service Vouchers (limited to a maximum of two Bus Service Vouchers for the first Occupier(s) of each Dwelling Unit) and shall give to the Chief Officer a copy of the said notification.

2. That the Owner shall make available to the first Occupier(s) of each Dwelling Unit the Bus Service Vouchers for use by the Occupier(s) of the relevant Dwelling Unit (but limited to a maximum of two Bus Service Vouchers for each Dwelling Unit) upon the request from the relevant first Occupier(s) of a Dwelling Unit and within six calendar months of the taking of Occupation of the relevant Dwelling Unit by such first Occupier(s).

SUPERMARKET ACCESS

1. The Owner shall procure as soon as may be reasonably practicable that unimpeded pedestrian access is provided through the Site from Plat Douet Road to the boundary of the neighbouring supermarket currently known as Waitrose, Rue des Pres, St Saviour ("**Supermarket**") for members of the Public at large to allow for access during the Supermarket's normal opening hours.

FIFTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from 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 Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within four years of the date of receipt by the Treasurer of the States of such payment.
3. The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidence by an Act of the said Court.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.

Signed on behalf of the Chief Officer the Environment

Print Name: [REDACTED]

Signature: [REDACTED]

in the presence of

Print Name: [REDACTED]

Signature: [REDACTED]

this 5 day of September 2023

Signed on behalf of the Owner

Print Name: [REDACTED]

Signature: [REDACTED]

in the presence of

Print Name: [REDACTED]

Signature: [REDACTED]

this 28th day of July 2023

Owner's e-mail address: [REDACTED]