

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the eighth day of January.

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 Grange Developments (2022) Limited in relation to Hideaway, La Rue des Pres, St Saviour, 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 Hideaway, La Rue Des Pres, St Saviour

Dated: 03 January

December 2023~~4~~

The Chief Officer for the Environment (1)

Grange Developments (2022) Limited (2)

DATE

December 2023

PARTIES

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("**the Chief Officer**");
- (2) **Grange Developments (2022) Limited** a limited liability company incorporated in Jersey with registration number 139568 whose registered office is at 2nd Floor, Commercial House, Commercial Street, St. Helier, JE2 3RU ("**the Owner**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has right by contract of hereditary purchase passed before the Royal Court on 14 October 2022 from Susan Jane Clark née Wakeham and Alison Mary Male née Wakeham.
- 2 The Application for planning permission for the Development has been submitted for and on behalf of the Owner.
- 3 Having regard to the purposes of the Law, the Island Plan 2022-2025 and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development, subject to the prior completion of this Agreement.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART**1 DEFINITIONS**

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

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as, "Demolish the existing dwellings and construct 8 No. three bedroom dwellings with associated amenity and car parking. AMENDED PLANS RECEIVED: Alterations to site layout. FURTHER AMENDED PLANS RECEIVED: The addition of shared open space and a play area into the development.." and given the reference RP/2023/0845;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Application;
"Eastern Cycle Route Network Contribution"	a financial contribution of fourteen thousand four hundred and twenty-eight pounds and sixteen pence (£14,428.16) sterling towards the Eastern Cycle Route Network;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;

"Index"		The all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey;
"Interest"		Interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2022-2025"		the States of Jersey Bridging Island Plan, 2022-2025 (as amended from time to time);
"Law"		the Planning and Building (Jersey) Law 2002;
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"		the plan of the Site attached at the First Schedule to this Agreement;
"Planning Permit"		the decision notice providing planning permission for the Development pursuant to the Application, a copy of which in draft is attached at the Second Schedule and references to "the Planning Permit" include, where the context permits, any variations to the said planning permission from time to time;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		the property of the Owner known as Hideaway, La Rue Des Pres, St Saviour as shown edged red for the purpose of identification only on the Plan;

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 one gender include all genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successor 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 by the implementation of the Planning Permit

save for the provisions of Clauses 10 (change in ownership) 13 (dispute resolution) 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 Royal Court.

5 THE OWNER'S COVENANTS

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

6 CHIEF OFFICER'S COVENANTS

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

7 PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Head of Development and Land at Infrastructure and Environment Department, PO Box 228, St Helier, JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices to the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at the address 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 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 covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following 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 the sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven (7) working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

14 GOODS AND SERVICES TAX

- 14.1 All *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 GST shall be paid accordingly.

15 JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

FIRST SCHEDULE

The Plan

SECOND SCHEDULE
The Draft Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2023/0845

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, if 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 the existing dwellings and construct 8 No. three bedroom dwellings with associated amenity and car parking. **AMENDED PLANS RECEIVED:** Alterations to site layout. **FURTHER AMENDED PLANS RECEIVED:** The addition of shared open space and a play area into the development.

To be carried out at:

Hideaway, La Rue des Pres, St. Saviour, JE2 7QL.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

Notably, the redevelopment of the site has been specifically considered in relation to overlooking, overbearing, increase noise and disturbance and highway safety. Based on submissions and consultation responses it is confirmed that the proposal is not considered to cause unreasonably harm the amenities of neighbouring properties nor the highway safety

This application is subject to a Planning Obligation Agreement.

This permission is granted subject to compliance with the following conditions and approved plans:

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

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2023/0845

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.

Additional Conditions:

1. No part of the development hereby permitted shall be begun until a Demolition/Construction Environmental Management Plan has been submitted to and approved by the Chief Officer. 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 Chief Officer 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, dust and light); 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.
2. Prior to commencement of the development hereby approved the visibility splays, as indicated on the approved plan, must be wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
3. No dwelling hereby approved shall be occupied until the cycle parking facilities and electric charging point as indicated on the approved plans have been provided. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such.
4. Prior to the commencement of development, the design of the proposed Percentage for Art contribution shall be submitted and approved in writing in accordance with the details submitted in the approved Percentage for Art Statement, with the approved scheme delivered on site prior to occupation of any part of the development hereby approved and thereafter retained as such.
5. The measures outlined in the approved Species Protection and Enhancement Plan (ref. NE/ES/HA.05, 1st August 2023, Nurture Ecology) shall be implemented prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2023/0845

undertaken.

6. Prior to commencement of the development, a detailed scheme of soft landscaping shall be submitted to and approved in writing by the Chief Officer and completed prior to occupation. Details shall include i) the position of all new planting, the species of plant(s)/tree(s), their size, number and spacing and the means to support and establish them ii) tree pit design in plan and cross section iii) seeding / turfing specifications iv) topsoil specifications and the depth afforded to each planting zone v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/eradication of the species. The approved details shall be completed prior to occupation and thereafter retained and maintained as such.

7. Prior to commencement of the development, a detailed scheme of hard landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) all existing landscaping features to be retained and any servicing required ii) paving, step and kerb specifications with proposed laying patterns iii) wall and fence types, their height, finish and construction iv) external finished paving levels v) gate specifications vi) external finished levels vii) specification of play equipment and associated fall zones viii) details for any outdoor structures (e.g stores and pergola). The approved details shall be completed prior to occupation and thereafter retained and maintained as such.

8. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 or any amendment to or replacement of that order, no works involving the erection of a building, extension, or structure is permitted without the submission and approval of a formal application for planning permission.

9. No part of the development hereby approved shall be occupied until the provision of the new pedestrian crossing have been undertaken in accordance with details indicated on the submitted drawing no. 5331.15B and in accordance with the requirements of I&H Transport/Minister for Infrastructure. The works shall thereafter be retained as such.

Reasons:

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Bridging Island Plan 2022.
2. In the interests of highway safety, in accordance with Policy TT1 of the Bridging Island Plan 2022.
3. In the interests of promoting sustainable patterns of development, in accordance with Policies SP1 and TT2 of the Bridging Island Plan 2022.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2023/0845

4. To ensure the delivery of the percentage for art contribution in accordance with Policy GD10 of the Bridging Island Plan 2022.
5. To ensure the protection of all protected species in accordance with Policies SP5 and NE1 of the Bridging Island Plan 2022.
6. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity in accordance with Policies SP3, GD6, NE1, NE2 and NE3 of the Bridging Island Plan 2022.
7. To ensure a form of development that maintains, and contributes positively to, the character and appearance of the area in accordance with Policies SP4 and GD6 of the Bridging Island Plan 2022.
8. The design and layout of the site is considered to require additional controls to ensure that adequate private amenity space is retained within the curtilage of the dwelling in accordance with Policy H1 of the Bridging Island Plan 2022.
9. In the interests of highway safety, in accordance with Policy TT1 of the Bridging Island Plan 2022.

FOR YOUR INFORMATION

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

The following plans have been approved:

- 01 ~ Survey - Location Plan
- 15B ~ Proposed Site Plan
- 16A ~ Proposed Unit Type 1 & 2
- 17 ~ Proposed Unit Type 3
- 18 ~ Proposed Unit Type 4 & 5
- 19B ~ Proposed Unit Type 6 & 7
- 20 ~ Proposed Unit Type 8
- 22D ~ Proposed Site Section and Street Elevation
- 24B ~ Proposed Landscaping
- 26A - Proposed Sheds
- Appendix G - Percentage for Art
- Waste Management Plan
- Appendix N - Species Protection and Enhancement Plan
- Appendix O - Landscape Narrative, Maintenance Plan and Plant Glossary

DECISION DATE: 04/12/2023

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2023/0845

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

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THIRD 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 not less than fourteen (14) days' notice in writing of its intention so to do.

EASTERN CYCLE ROUTE NETWORK CONTRIBUTION

2. To pay to the Treasurer of the States the Eastern Cycle Route Network Contribution not more than 28 days prior to Commencement.
3. Not to Commence the Development until the Eastern Cycle Route Network 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 the Owner to use or procure the use of 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 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 or if this Agreement shall cease to have effect pursuant to Clause 8.4 or otherwise within five (5) years of the date of receipt by the Treasurer of the States of such payment.

Issue of Planning Permit

- 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.

Signed on behalf of the Chief Officer

by [redacted] ANDREW MARX

in the presence of

[redacted] GEMMA VASSELO

this 3 day of ~~December 2023~~ JANUARY 2024 [redacted]

Signed on behalf of the Owner

by [redacted]

in the presence of

[redacted] (SARAH PARISH, OGIER)

this day of December 2023