

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twenty-two, the eleventh day of March.**

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, Malcolm Richard Copp and Francheville Properties Limited in relation to Hazeldean, Green 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 Hazeldean, Green Street, St Helier, JE2 4UG

Dated 9<sup>th</sup> March 2022

The Chief Officer for the Environment (1)

OWNER (2) Malcolm Richard Copp

DEVELOPER (3) Francheville Properties Limited

DATE

9<sup>th</sup> March

2022

**PARTIES**

1. The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**");
2. Malcolm Richard Copp ("**the Owner**"); and
3. Francheville Properties Limited ("**the Developer**").

**RECITALS**

- 1 The Owner warrants that he is the owner in perpetuity (*à fin d'héritage*) of the Site to which he has right not only by hereditary purchase, jointly with Lucille Susan Copp, née Burnham, his mother, by contract dated 3<sup>rd</sup> August 1984 from "AEOCC Management Company Limited" but also as sole devisee to the will of Immovable Estate of the late Lucille Susan Copp, née Burnham, which will was registered at the Public Registry by Act of Court dated 21<sup>st</sup> July 1997.
- 2 With the consent of the Owner the Developer submitted the Application (accorded the reference P/2021/1336) for planning permission for the Development.
- 3 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 2<sup>nd</sup> February 2022 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The Developer has agreed to acquire the Site from the Owner.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:****OPERATIVE PART**

## 1 DEFINITIONS

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

<b>"Agreement"</b>	this agreement including the recitals and schedules hereto;
<b>"Application"</b>	the application for planning permission in respect of the Site and described as "Hazeldean, Green Street, St. Helier," and given the reference P/2021/1336;
<b>"Chief Officer"</b>	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;
<b>"Commencement"</b>	the date on which any constructions works forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;
<b>"Development"</b>	the development of the Site as set out in the Application;
<b>"Force Majeure"</b>	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 contract of the Developer, its contractors or agents, and which adversely affects its ability to perform any obligation

	relating to any works provided for in this Agreement <b>PROVIDED THAT</b> the same could not reasonably have been avoided or provided against by the Developer 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 index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time;
"Island Plan 2011"	the States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known "Hazeldean", Green Street, St Helier, JE2 4UG, the whole as shown for the purposes of identification on the plan forming the

	First 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 States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

## **3 LEGAL BASIS**

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

## **4 CONDITIONALITY**

This Agreement 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 AND DEVELOPER COVENANTS**

The Owner 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 any successor in title to the Owner and accordingly following disposal of the Site to the Developer, this Agreement shall be enforceable against the Developer and any person claiming or deriving title through or under the Developer to the Site (or any part or parts thereof).



## **6 CHIEF OFFICER COVENANTS**

The Chief Officer jointly and severally covenants with the Owner and the Developer 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 and/or the Developer from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served on the Owner and/or the Developer shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner and/or the Developer) 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 entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner and/or the

Developer in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.

- 8.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owner and/or the Developer 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 and/or the Developer as contained in this Agreement.
- 8.10 The Owner and/or the Developer shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

## **9 WAIVER**

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

## **10 CHANGE IN OWNERSHIP**

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

## **11 INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is payable.

## **12 INTEREST**

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

## **13 DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the



arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

#### **14 GOODS AND SERVICES TAX**

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

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

#### **15 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 JURISDICTION**

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

FIRST SCHEDULE

**The Site**



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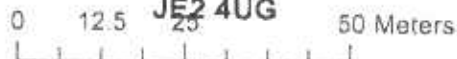


License No: 34



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Hazeldean  
Green Street  
St Helier  
JE2 4UG



SECOND SCHEDULE  
**The Planning Permit**

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1336

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

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

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

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

**In respect of the following development:**

Demolish existing dwelling. Construct 3 no. two bed and 3 no. one bed residential apartments with associated parking and bicycle storage. Alter vehicular access onto Green Street. 3D Model available.

**To be carried out at:**

Hazeldean, Green Street, St. Helier, JE2 4UG.

**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.**

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.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1336

### Condition(s):

1. 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 for all parking spaces as indicated on the approved plans. All parking spaces shall be provided with electric charging points. 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.

2. Prior to the commencement of development, details of the cycle parking provision for the development to show cycle parking and electric charging points for each apartment shall be submitted to and approved by the Planning Department.

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

3. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Planning Department. The scheme of landscaping shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
- ii) 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;
- iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- 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; and,
- vi) A landscape management plan for the maintenance of the landscaped areas.

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

4. The findings and required mitigation measures outlined in the Ecology Assessment shall be implemented prior to the commencement of development, continued throughout the phases of development (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 Planning Department prior to works being undertaken.

5. A Percentage for Art contribution as agreed must be delivered in accordance with a Public Art Statement submitted to and approved by the Planning Department. The approved work of art must be installed prior to the first

APPROVED



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1336

occupation of any part of the development hereby approved.

6. Prior to commencement of the development hereby approved, details in respect of the following matters shall be submitted to and approved in writing by the Planning Department. These works shall thereafter be carried out in full in accordance with such approved details:

A. All external architectural details and the elevational treatment of the proposed building and front boundary wall and railings

### **Reason(s):**

1. 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).

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

3. 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).

4. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

5. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014).

6. To improve the richness and detail of the architecture of the building. These details are required to be submitted and agreed by the Planning Department to ensure that there is a high quality of design in keeping with the character of the area, in accordance with Policies GD1 and GD7 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](http://www.gov.je/planning)

The following plan(s) has/have been approved:  
 775-024B Proposed South East & North West Elevations  
 775-025A Proposed South West & North East Elevations  
 775-022A\_Ground\_First  
 775-023B\_Second\_Roof  
 775-020\_Site Plan\_Ground  
 775-001\_Site Location Plan

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1336

775-026A Site Section  
775-021\_Site Plan\_Roof  
Initial Ecological Assessment  
Bat Survey Results Report  
Heritage Impact Assessment  
Structural Report  
Environmental Management Plan  
Site Waste Management Plan

### DECISION DATE:

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

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

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

APPROVED

## THIRD SCHEDULE

**The Owner and Developer Covenant with the Chief Officer**

The Owner and the Developer covenant, agree and undertake:

**COMMENCEMENT**

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

**CONTRIBUTIONS**

- 2 To pay a contribution of £8,100.00 towards the Eastern Cycle Route to the Treasurer of the States prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as the contribution of £8,100.00 has been paid to the Treasurer of the States.

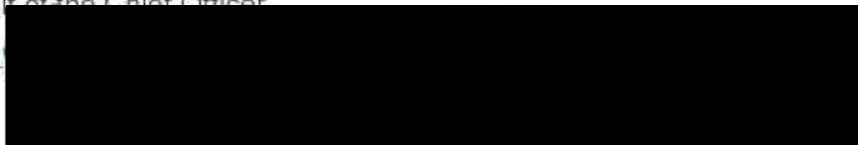
## FOURTH SCHEDULE

**Chief Officer's covenants**

1. The Chief Officer hereby covenants with the Owner and/or the Developer (as applicable) to use all sums received by the Treasurer of the States from the Owner and/or the Developer 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 and/or the Developer (as applicable) that he will procure or arrange that the Treasurer of the States will pay to the Owner and/or the Developer such amount of any payment made by the Owner and/or the Developer to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by



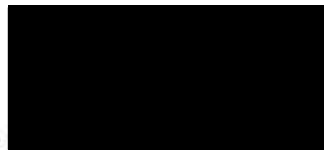
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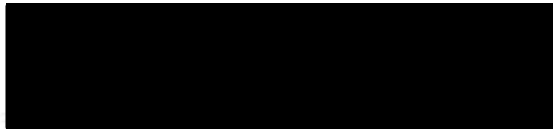
this 9<sup>th</sup> day of March 2022

Signed on behalf of the Owner

by



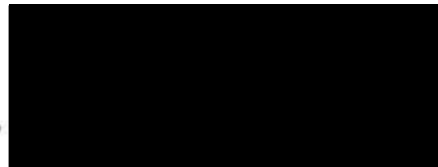
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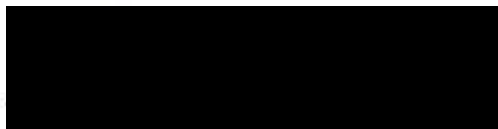
this 8 day of March 2022

Signed on behalf of the Developer

by



in the presence of



this 3<sup>rd</sup> day of March 2022