

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twelve, the fifth day of December.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment and the Parish of Trinity in relation to the development of Field No. 578, Trinity, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

L1304-867--



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

relating to the development of Field 578 Trinity

Dated 5<sup>th</sup> December 2012:

The Minister for Planning and Environment (1)

The Parish of Trinity (2)

L1304-868--



DATE **5<sup>th</sup> December** 2012

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) The Parish of Trinity (the "Owner") Parish Hall , La Rue du Presbytere, Trinity JE3 5JB

**RECITALS**

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site.
- 3 The Owner submitted an application to the Minister for planning permission for the Development and having regard to the purpose of the Law the Island Plan 2011 and all other material considerations the Minister and the Parish have agreed to enter in to this Agreement in order to provide for the regulation and/or facilitation of the development or use of the Site in the manner hereinafter appearing.
- 4 The parties acknowledge that this Agreement is legally binding.
- 5 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

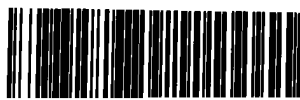
**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

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

<b>"Affordable Housing Gateway"</b>	a single point of access maintained by the Minister for Housing for all social housing in the Island and by which Social Rental



	Landlords allocate their homes to those applicants who have been assessed and qualify through the gateway
<b>"Commencement"</b>	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
<b>"Development"</b>	the development of the Site in accordance with the Planning Permit.
<b>"Dwelling Unit"</b>	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
<b>"Eligible Person"</b>	shall mean persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) and who are:  (a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or  (b) otherwise certified by the Minister for Housing at all times acting reasonably consistently with the discharge of his housing function as being eligible to reside in the Social Rental Affordable Housing Units
<b>"Family Member"</b>	means a member of the family of a person who is entitled by virtue of the terms of this Agreement to occupy a Dwelling Unit and for the purposes of this Agreement shall mean the spouse, partner, brother, sister, daughter, son,

L1304-870--



L2418491.2

	step-child, parent, step-parent, grandparent or grandchild
<b>“First Time Buyer”</b>	<p>any person who:</p> <p>Either:</p> <p>(1)(i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:</p> <p>(a) Any immovable property</p> <p>(b) Either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation; and</p> <p>(ii) Is neither married to, nor buying as co-owner with, any person who does not fall within (i) above;</p> <p>or</p> <p>(2) Has been approved by the Housing Minister as being a person who would be in need of assistance in order to acquire or occupy property and to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above any refusal by the Housing Minister to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Minister, who shall have power to overrule the decision of the Housing Minister</p>
<b>“Foul Drainage Upgrade Works”</b>	works to be carried out by the Minister for TTS for means of disposal of foul drainage from the Site by extending modifying or upgrading the public foul sewer network capacity

L1304-871--



<b>"Foul Drainage Upgrade Works Contribution"</b>	such reasonable and proper staff costs (including supervision technical administrative and procedural costs) incurred by the Minister for TTS and directly associated with designing and supervising the carrying out of all and any necessary works for the Foul Drainage Upgrade Works
<b>"GST"</b>	goods and services tax as so defined by the Goods and Services Tax (Jersey) Law 2007
<b>"Index"</b>	the All Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
<b>"Interest"</b>	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
<b>"Law"</b>	the Planning and Building (Jersey) Law 2002.
<b>"Minister for TTS"</b>	The Minister for Transport and Technical Services which expression includes any person or body to whom the functions of the Minister for TTS and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated
<b>"NPO"</b>	means a non-profit organization within the meaning of Article 1 of the Non-Profit Organizations (Jersey) Law 2008
<b>"Occupation, Occupy and Occupied"</b>	occupation for the purposes permitted by the Planning Permit but not including occupation

L1304-872--



L2418491.2

	by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
<b>"Plan"</b>	any of the plans annexed to this Agreement
<b>"Planning Permit"</b>	the planning permission for the Development (reference P/2011/0618) a copy of which is attached at the Second Schedule.
<b>"Public"</b>	the Public of the Island of Jersey.
<b>"Royal Court"</b>	the Royal Court of the Island of Jersey.
<b>"Site"</b>	the property of the Owner currently known as 'Field 578', La Rue es Picots, Trinity, Jersey (and to be known as 'Le Grand Clos') as shown hatched on Plan 1 annexed to this Agreement and as is more fully described in the First Schedule upon which the Development is to be carried on behalf of the Owner
<b>"Social Affordable Rented Housing Unit"</b>	means one of the Dwelling Units comprising four (4) houses to be constructed on the Site as part of the Development and shown hatched on Plan 2 annexed to this Agreement, to be let by a Social Rental Landlord to persons identified in accordance with the requirements of the Minister for Housing at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms
<b>"Social Rental Landlord"</b>	shall mean: the Public; or

L1304-873--



	<p>the Parish of Trinity; or</p> <p>a Parish; or</p> <p>or a Housing Trust that is a NPO</p> <p>when discharging their function of providing housing for those persons whom the Social Rental Landlord considers suitable, having regard to the criteria set out from time to time by the States or by the Housing Minister as the case may be.</p>
<b>“Social Rental Terms”</b>	means terms that provide for Occupation only pursuant to a periodic weekly or monthly tenancy
<b>“the Traffic Calming Measures”</b>	means a traffic calming scheme specification for Rue es Picots to be prepared by the Owner and submitted to the Minister for TTS
<b>“the Traffic Calming Measures Contribution”</b>	such reasonable and proper staff costs (including supervision technical administrative and procedural costs) incurred by the Minister for TTS and directly associated with making orders designing and supervising the works which are reasonably necessary to implement the Traffic Calming Measures
<b>“Trinity First Time Buyer”</b>	Any person who does not: (i) own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons any immoveable property in his own name; or (ii) own shares in any company, ownership of which confers the right to occupy residential accommodation (it being specifically noted that such person shall not be precluded from meeting the criteria of a ‘Trinity First Time Buyer’ by reason of his previously having owned shares in any

L1304-874--



L2418491.2



	company, ownership of which confers the right to occupy residential accommodation) and who shall either be a Trinity parishioner or have (as determined by the Owner, acting reasonably) connections to the Parish of Trinity
<b>"TTS"</b>	the Department for Transport and Technical Services of the States

## 2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph, schedule, recital or plan such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, recital or plan 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 Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

L1304-875--



### **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 Minister against the Owner.

### **4 CONDITIONALITY**

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

### **5 OWNER COVENANTS**

The Owner covenants and agrees with the Minister 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 PUBLIC REGISTRY OF CONTRACTS**

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

### **7 MISCELLANEOUS**

- 7.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister 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 Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices to be given to the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.

L1304-876--



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- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of 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;
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Minister's statutory powers under the Law.
- 7.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of Trinity (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.10 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.11 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.

L1304-877--



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

## **8 WAIVER**

No waiver (whether expressed or implied) by the Minister 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 Minister from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

## **9 CHANGE IN OWNERSHIP**

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site disposed of by reference to a plan but this obligation shall not extend to the disposal of individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation .

## **10 INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is paid.

## **11 INTEREST**

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

## **12 DISPUTE RESOLUTION**

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

## **13 GOODS AND SERVICES TAX**

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

L1304-878--



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

#### 14 JURISDICTION

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

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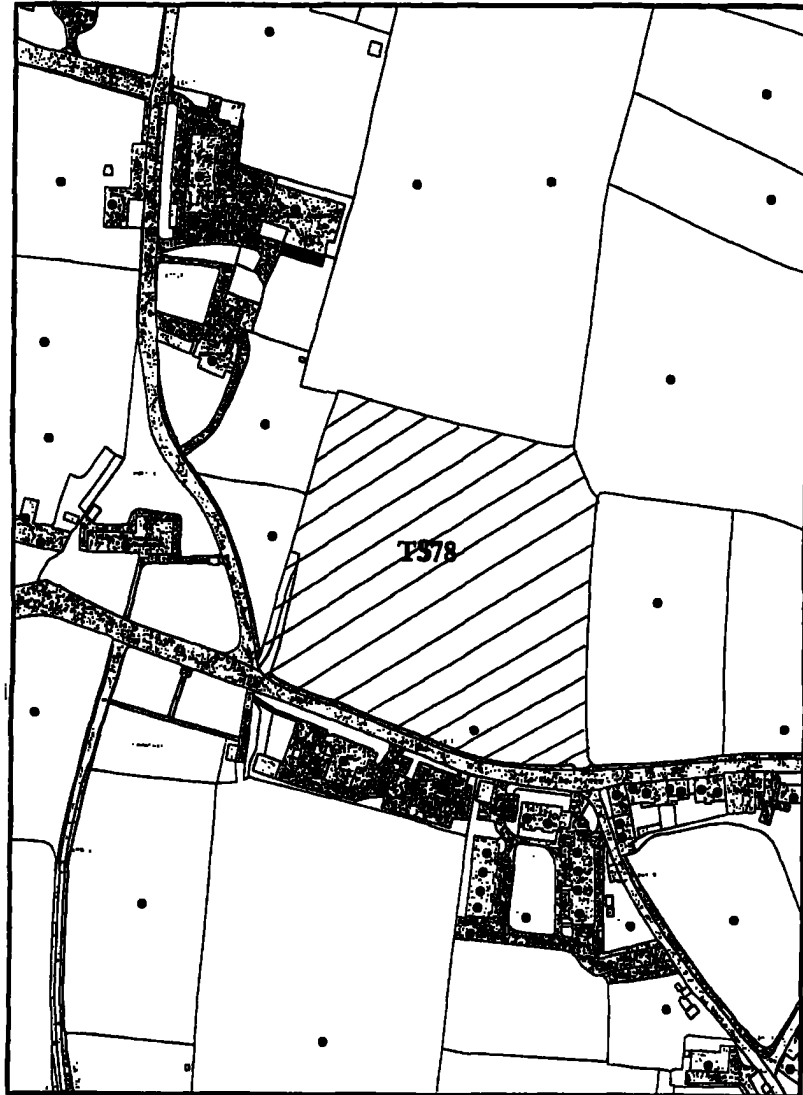
**FIRST SCHEDULE****Details of the Owners' Title, and description of the Site**

The property shown for the purposes of identification on Plan 1 and currently known as 'Field 578' (and to be known as 'Le Grand Clos'), having UPRN 69218270, and being all that land gifted to the Parish by virtue of a contract passed before the Royal Court on the 23<sup>rd</sup> March 2007 by Meriel Valentine Edwards.

L1304-880--



Plan 1



L1304-881--





SECOND SCHEDULE

**The Planning Permission**

L1304-882--





**Department of the Environment  
Planning and Building Services**

South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508  
Fax: +44 (0)1534 445528

Planning Application Number RC/2012/1102

# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

### IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Vary condition on Permit P/2011/0618 relating to conditions 1A & 1C. Remove condition No 1B & No 7.

To be carried out at:

**Field No. 578, La Verte Rue, Trinity.**

### PLEASE NOTE

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

**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.

Subject to compliance with the following conditions and approved plan(s):

L1304-883--



# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2012/1102

### Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

**Reason:** The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

### Condition(s):

1. The applicant shall, prior to the commencement of this development, enter into a formal obligation with the Minister for Planning and Environment under Article 25 of the Planning and Building (Jersey) Law 2002. Unless otherwise agreed by the Minister, the obligation shall, in relation to the development approved under this permit, guarantee the provision of the following;

a) of the total number of dwelling units permitted on the developments of Field 578, 39 shall be sold to first-time buyers and 4 shall be sold or transferred to the Parish of Trinity or another social housing landlord approved for that purpose by the Minister for Housing for rental to persons meeting the required qualifications.

b) the Minister for Planning and Environment will expect the social rental accommodation to be used only for that purpose and rented by the Parish of Trinity or another social rented landlord, approved as such by the Minister for Housing, to a person or persons who have been assessed by the Minister as satisfying his allocation criteria.

c) the funding, or provision to the satisfaction of the Traffic and Technical Services Department, of local traffic safety measures to be agreed in writing with the Department prior to the commencement of construction ;

d) the funding, if necessary, of an upgrade to the local foul sewer to serve the site.

With the exception of Condition(s) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2012/1102

imposed by Planning Permission P/2011/0618 remain valid and chargeable. Condition No 7 of Planning Permission P/2011/0618 is, herewith, removed from that permission.

### Reason:

1. A Planning Obligation Agreement is considered necessary in order to satisfactorily secure the provision of social housing and associated infrastructure.

### **FOR YOUR INFORMATION:**

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

- 2 - Agent Letter
- 3 - Proposed Site Plan

**If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.**

**If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.**

03/10/2012

Signed for Director

L1304-885--



Department of the Environment  
**Planning and Building Services**  
 South Hill  
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States  
 of Jersey 

Planning Application Number P/2011/0618

# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

## IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(l) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Construct 43 first time buyer homes on field 578. ADDITIONAL INFORMATION RECEIVED. Plans Amended.

To be carried out at:

Field 578, La Rue es Picots, Trinity.

## PLEASE NOTE

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policy SP1, SP2, SP3, H2, H6, ERE1, GD1 and GD7 of the 2011 Island Plan.

In addition, the representations raised to the scheme on the grounds of potential for social problems and lack of need for new dwellings in the parish have been assessed as not being relevant to the purposes of the

L1304-886--

Chief Exe

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0618

**Planning Law.** The representations received in respect of loss of agricultural land have been assessed and, in this instance, the States' Resolution to zone the land for housing development is a prime material consideration which, the Department contends, overrides the presumption in favour of retaining agricultural land.

Subject to compliance with the following conditions and approved plan(s):

## Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

**Reason:** The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

## Condition(s):

The applicant shall, prior to the commencement of this development, enter into a formal obligation with the Minister for Planning and Environment under Article 25 of the Planning and Building (Jersey) Law 2002. Unless otherwise agreed by the Minister, the obligation shall, in relation to the development approved under this permit, guarantee the provision of the following;

- a) of the total number of dwelling units permitted on the developments of Field 578 ~~39 shall be sold to first-time buyers and 4 shall be sold or transferred to a social housing landlord approved for that purpose by the Minister for Housing for rental to persons meeting the required qualifications.~~
- b) the minimum occupancy age for a ~~lifelong dwelling~~ will normally be 55 years in perpetuity. In exceptional circumstances, the Minister may vary the planning obligation to allow occupancy by younger disabled people provided a medical case is made which is supported by the Parish and the Minister for Housing. In addition, with the exception of full-time carers, lodgers and paying guests will not be permitted and accommodation for family and friends will be restricted to a maximum of 45 days per annum.
- c) the Minister for Planning and Environment will expect the ~~social rental~~



# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0618

accommodation to be used only for that purpose and rented by a social rented landlord, approved as such by the Minister for Housing, to a person or persons who have been assessed by the Minister as satisfying his allocation criteria.

d) the funding, or provision to the satisfaction of the Traffic and Technical Services Department, of local traffic safety measures to be agreed in writing with the Department prior to the commencement of construction ;

e) the funding, if necessary, of an upgrade to the local foul sewer to serve the site.

2. Physical samples of all external materials to be used shall be submitted to and approved in writing by the Department prior to such materials being used.

3. Notwithstanding the submitted details, constructional details of the proposed dormer windows shall be submitted to and approved by the Department. In this respect, the dormer windows are expected to be traditionally proportioned and appropriately scaled.

4. A detailed landscaping scheme shall be submitted to show sensitive planting with relevance to the landscape character and wildlife habitats of this area. The scheme shall incorporate measures to strengthen the boundary planting and to retain as many trees as is practically possible. Such a scheme shall be implemented within the first planting season following the completion of the development and any trees or shrubs dying within 5 years shall be replaced. No trees shall be felled until a full tree / shrub removal plan has been approved by the Department.

5. Precise details of the proposed means of foul and surface water drainage shall be submitted to and approved by the Department prior to any work commencing.

6. The access and new footpath improvements shall be implemented in accordance with the approved plans prior to the occupation of any dwelling on the site.

7. The dwellings shall incorporate adequate measures to ensure that occupiers are not subject to unreasonable levels of noise emanating from the

L1304-888--

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0618

church bells.

8. The approved work of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

9. Prior to the commencement of development, an Ecological Survey of the site shall be carried out by a suitably qualified professional and mitigation measures implemented thereafter in order to protect any habitats, current dveys or nests found.

**Reason(s):**

1. A Planning Obligation Agreement is considered necessary in order to satisfactorily secure the provision of social housing and associated infrastructure.

2. In order to ensure that the materials are appropriate to the development and to the general context of the area, in accordance with Policies GD1 and GD7 of the Island Plan.

3. In order to ensure that the dormer windows are of a size and proportion appropriate to the style of dwellings approved.

4. In order to ensure that the development assimilates into the landscape of the area and helps promote bio-diversity.

5. In order to ensure that the site is adequately drained.

6. In order to ensure the safety of pedestrians and vehicular traffic.

7. In order to ensure that occupiers of the dwellings are not subjected to unreasonable levels of noise nuisance.

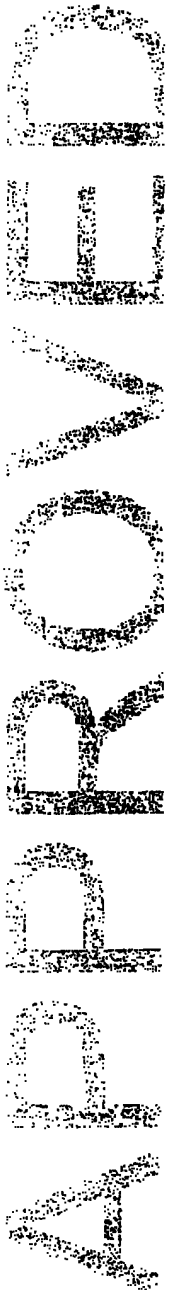
8. To ensure compliance with Policy GD8 of the Island Plan.

9. In order to ensure compliance with the Wildlife Law and Policies NE1 and NE2 of the Jersey Island Plan, 2011.

**FOR YOUR INFORMATION:**

L1304-889--

Chief Executive





# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0618

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

- A: Location Plan
- B: Proposed Plans, Elevations, Design Statement
- C: Proposed Site Plan
- D: Proposed Site Plan Unit Schedule
- E: Proposed Site Plan @ 1:300
- F: Unit Type A - Floor Plans
- G: Unit Type A - Elevations
- H: Unit Type A Converted Feature House - Floor Plans
- I: Unit Type A Converted Feature House - Elevations
- J: Unit Type B - Floor Plans
- K: Unit Type B - Elevations
- L: Unit Type B Converted Feature House - Floor Plans
- M: Unit Type B Converted Feature House - Elevations
- N: Unit Type C - Floor Plans
- O: Unit Type C - Elevations
- P: Unit Type C Converted Feature House - Floor Plans
- Q: Unit Type C Converted Feature House - Elevations
- R: Unit Type D - Floor Plans
- S: Unit Type D - Elevations
- T: Typical Section
- U: Typical Window Detail
- V: Typical Front Door Detail & Elevation
- W: Boundary Wall Type 1
- X: Boundary Wall Type 2
- Y: Boundary Wall Type 3
- Z: Boundary Wall Type 4
- AA: Site Sections
- AB: South Boundary Path
- AC: Entrance Plan
- AD: Entrance Section
- AE: Palette of Materials

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

L1304-890--







# Planning Permit

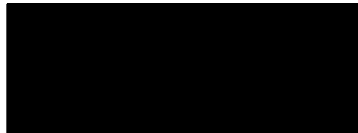
PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0618

**If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.**

25/01/2012

Signed



for Director

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### THIRD SCHEDULE

#### **The Owner's Covenants with the Minister**

The Owner covenants, agrees and undertakes:

- 1 that of the Dwelling Units permitted by the Minister to be constructed on the Site thirty nine (39) shall be sold by the Owner to Trinity First Time Buyers and four (4) of the Dwelling Units shall be utilised to provide Social Rental Accommodation.

#### **FIRST TIME BUYER HOUSING**

- 2 that those Dwelling Units that are sold by the Owner to Trinity First Time Buyers may thereafter only be transferred to First Time Buyers as approved by the Housing Minister.
- 3 that no Dwelling Unit shall be used or Occupied other than by (i) in the case of a disposal by the Owner to a Trinity First Time Buyer, a Trinity First Time Buyer (or for the avoidance of doubt a Family Member of the Trinity First Time Buyer living together with the Trinity First Time Buyer as a family); and (ii) in all other cases a First Time Buyer (or for the avoidance of doubt a Family Member of the First Time Buyer living together with the First Time Buyer as a family).
- 4 that each Dwelling Unit shall be used and Occupied at all times as the only and principal home and shall not be used as a second home or a holiday home.

#### **SOCIAL HOUSING**

- 5 The Social Rented Affordable Housing Units may only be sold or transferred to a Social Rental Landlord, for rental by the Social Rental Landlord to persons meeting the required qualifications as set out in

L1304-892--



paragraph 6 below, as well as any additional allocation criteria applied for the time being by the Minister for Housing.

- 6 The Social Rented Affordable Housing Units may only be used or Occupied on Social Rented Terms and shall only be occupied by Eligible Persons in pursuance of arrangements made between the occupier of each unit of accommodation and the Social Rental Landlord.
- 7 The Minister for Housing will only nominate Eligible Persons and the Social Rental Landlord will accept the Minister for Housing's nomination.

#### **TRANSPORT**

- 8 Development shall not commence until details of the proposed Traffic Calming Measures have been submitted by the Owner to and approved in writing by the Minister.
- 9 To pay the Traffic Calming Measures Contribution to the Treasurer of the States prior to the Occupation of any Dwelling Unit .
- 10 No Dwelling Unit shall be Occupied until the Traffic Calming Measures approved in accordance with paragraph 8 above shall have been completed.

#### **FOUL DRAINAGE**

- 11 The following obligations shall apply in the circumstances where the Minister for TTS is of the opinion that the disposal of foul drainage from the Development requires an upgrade modification or increase in capacity for the public sewerage network vested in the Minister for TTS:

L1304-893--



- a. To submit details of the Foul Drainage Upgrade Works to the Minister for TTS;
- b. No Dwelling Unit shall be Occupied until the Foul Drainage Upgrade Works have been constructed and completed;
- c. To pay the Foul Drainage Upgrade Works Contribution to the Treasurer of the States prior to the Occupation of any Dwelling Unit.

L1304-894--



## FOURTH SCHEDULE

### **Minister's Covenants**

1. The Minister hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall consider to be reasonably appropriate in the circumstances.
2. The Minister 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 five years of the date of receipt by the Treasurer of the States of such payment.

L1304-895--



Signed on behalf of the Minister

by . . . . . [Redacted]

PETER LE GREYLEY (DIRECTOR)

in the presence of . [Redacted]

ALISTAIR GATES

this 5<sup>TH</sup> day of DECEMBER 2012

Signed on behalf of the Parish of Trinity

[Redacted]

Connetable of Trinity

in the presence of . [Redacted]

G.A. Cook

this 29<sup>th</sup> day of November 2012

ADVOCATE GEORGINA COOK  
PARTNER - APPLEBY  
P.O. BOX 207  
13-14 ESPLANADE  
ST HELIER, JERSEY  
CHANNEL ISLANDS  
JE1 1BD

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