


In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty, the thirtieth day of January.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, The Jersey Royal Company Limited and HSBC Bank Plc in relation to Peacock Farm, La Rue de la Piece Mauger, Trinity, 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
Peacock Farm, La Rue de la Piece Mauger, Trinity

Dated

30th January

~~2019~~
2020

The Chief Officer for the Environment (1)

The Jersey Royal Company Limited (2)

HSBC UK Bank Plc (3)

DATE

2019

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) The Jersey Royal Company Limited ("**the Owner**") of 1st Floor Kensington Chambers 46/50 Kensington Place St Helier Jersey JE4 0ZE; and
- (3) HSBC UK Bank Plc ("**the Hypothecator**") of 1 Centenary Square, Birmingham, B1 1HQ.

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 dated 19th December 2003 from Fairview Farm Limited save for an area of land that it sold to the Jersey Electricity Company Limited by contract of lease and sale of land dated 20th March 2009.
2. The Owner submitted an application (accorded the reference P/2018/0659) for planning permission for the Development.
3. The Hypothecator has an interest in the Site by virtue of judicial hypothec (*hypothèque judiciaire*) registered in the Public Registry of Jersey on 12th May 2017.
4. Having regard to the purposes of the Law the Island Plan 2011 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.
5. The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
6. The parties acknowledge that this Agreement is legally binding.
7. This Agreement shall be construed so as to give effect to the purpose and intention of the Law.
8. The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

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

"Affiliate"	A company which is "controlled" by the same person, persons or entity which exercises "control" over the the Owner;
"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "office building to north-east of Peacock Farm, La Rue de la Piece Mauger, Trinity" and given the reference P/2018/0659;
"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;
"Control"	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly
"Development"	the development of the Site as set out in the Application;
"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 HSBC UK 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;
"Occupation"	occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, construction, decontamination, surveying, surfacing, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"	each of Plan 1; Plan 2; and Plan 3
Plan 1	the plan of the Site attached at the First Schedule to this Agreement;
Plan 2	the plan of Southfork, La Rue du Trot, St. Saviour referred to at the Third Schedule to this Agreement;
Plan 3	the plan of La Vignette Farm, La Rue de la Vignette, St Martin referred to at the Third Schedule to this Agreement
"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"	Peacock Farm, La Rue de la Piece Mauger, Trinity Jersey, JE3 5HW

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 or the Minister for Infrastructure or the Treasury Minister or the Minister for Housing or the successors to his (their respective) 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,

save for the provisions of Clauses 13 (Jurisdiction) and the Third Schedule Paragraph 1 and any other relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of Court.

5. OWNER 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 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 Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Growth, Housing and Environment, Regulation, PO Box 228, Jersey, JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices on 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.
- 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 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 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. HYPOTHECATOR'S CONSENT

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

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 Institute of Chartered Surveyors upon the application of any party to the dispute.

13. GOODS AND SERVICES TAX

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

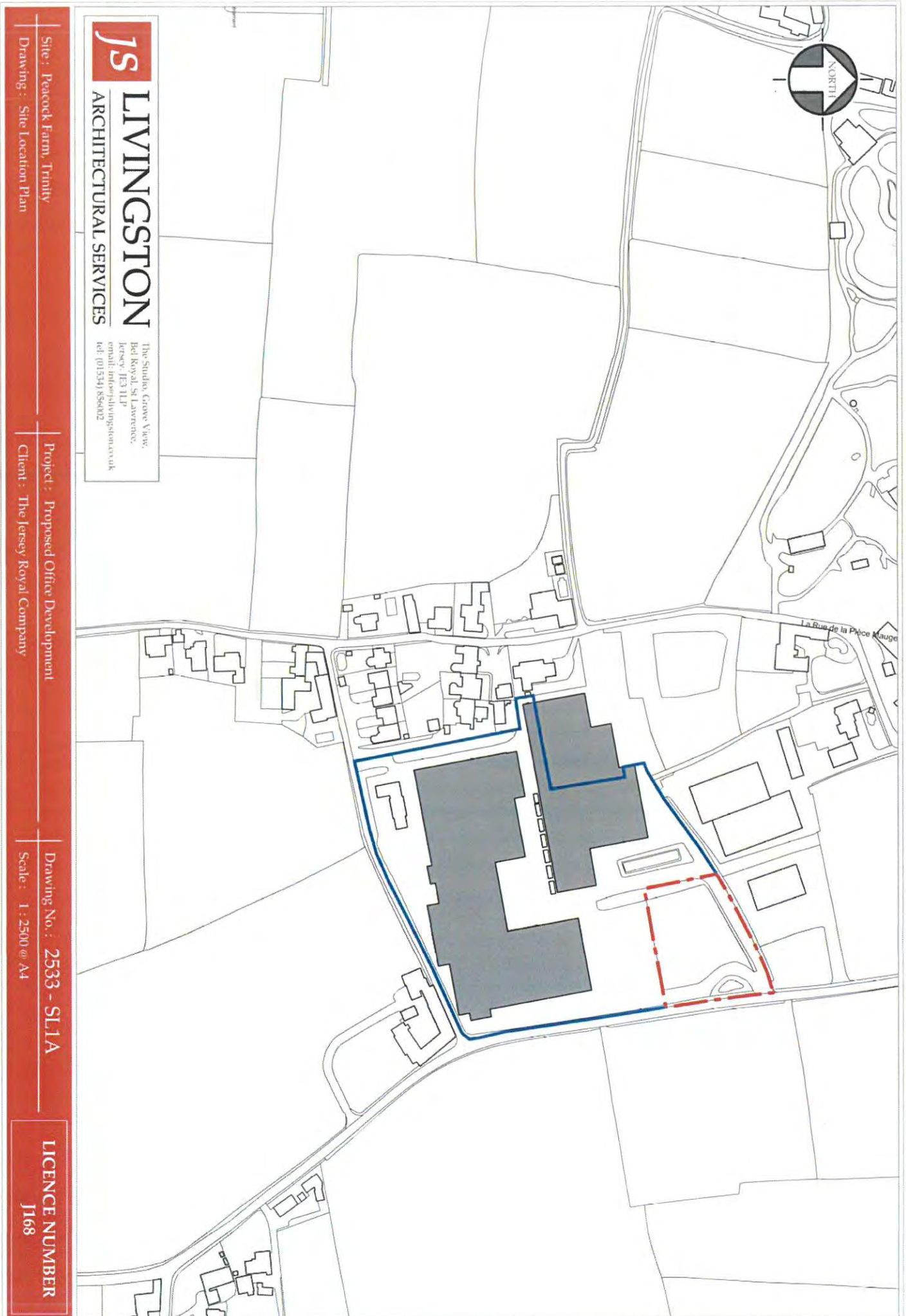
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey:

FIRST SCHEDULE

Plan 1

Details of the Owner's Title and description of the Site

Peacock Farm, La Rue de la Piece Mauger, Trinity as the same is shown for the purpose of identification only hatched on the Plan.



LIVINGSTON
ARCHITECTURAL SERVICES

The Studio, Grove View,
Bel Royal, St Lawrence,
Jersey JE3 1LP
email: info@livingston.co.uk
tel: (01534) 856402

Site : Peacock Farm, Trinity
Drawing : Site Location Plan

Project : Proposed Office Development
Client : The Jersey Royal Company

Drawing No. : 2533 - SL1A
Scale : 1 : 2500 @ A4

LICENCE NUMBER
J168

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0659

DRAFT

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 under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Construct office building to North-East of site. AMENDED DESCRIPTION: Revised visibility splay line. AMENDED PLAN RECEIVED. FURTHER AMENDED DESCRIPTION: Additional plan showing designated on-site shared pedestrian and cycle routes. FURTHER AMENDED PLAN RECEIVED.

To be carried out at:

Peacock Farm, La Rue de la Piece Mauger, Trinity, JE3 5HW.

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

The 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/2018/0659

Condition(s):

1. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained as such.
2. No part of the development hereby approved shall be occupied until the means of vehicular access and car parking areas as indicated on the approved plans have been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
3. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such.
4. No part of the development hereby approved shall be occupied until the electric car charging facilities have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development.
5. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be retained thereafter.
6. Prior to the occupation of the development hereby permitted, details shall be submitted to and approved by the Department of the Environment, implemented and thereafter maintained, of a Green Travel Plan covering the management of vehicle movements to and from the site. The Methodology for the Green Travel Plan shall first have been agreed with the Department of the Environment, and shall include provision for charging points for electric cars and electric cycles. In addition, the office shall not be occupied until a Travel Plan co-ordinator has been appointed and their details forwarded to the Department of the Environment.
7. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter retained as such.
8. Before any development first commences on site, precise details of the proposed foul water sewer arrangements to serve the development hereby approved shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented in full prior to the development first being occupied and shall thereafter be retained as such.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0659

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
2. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 4 and SP 6 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
4. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
7. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure satisfactory foul water drainage arrangements in accordance with Policy LWM 2 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

The following plans have been approved:

- Location Plan
- Proposed New Office Development at Peacock Farm
- Proposed Site Plan 2533.P1 Rev H
- Proposed Ground Floor Plan 2533.P2
- Proposed First Floor 2533.P3
- North & South Elevations 2533.P4
- East & West Elevations 2533.P5
- 3D Model 2533.P6
- Bicycle Storage Details 2533.P7

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0659

Planting Plan 1
Planting Plan 2
Planting Plan P1
Site Plan 2533.P1

DECISION DATE: 01/11/2018

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

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

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

APPROVED

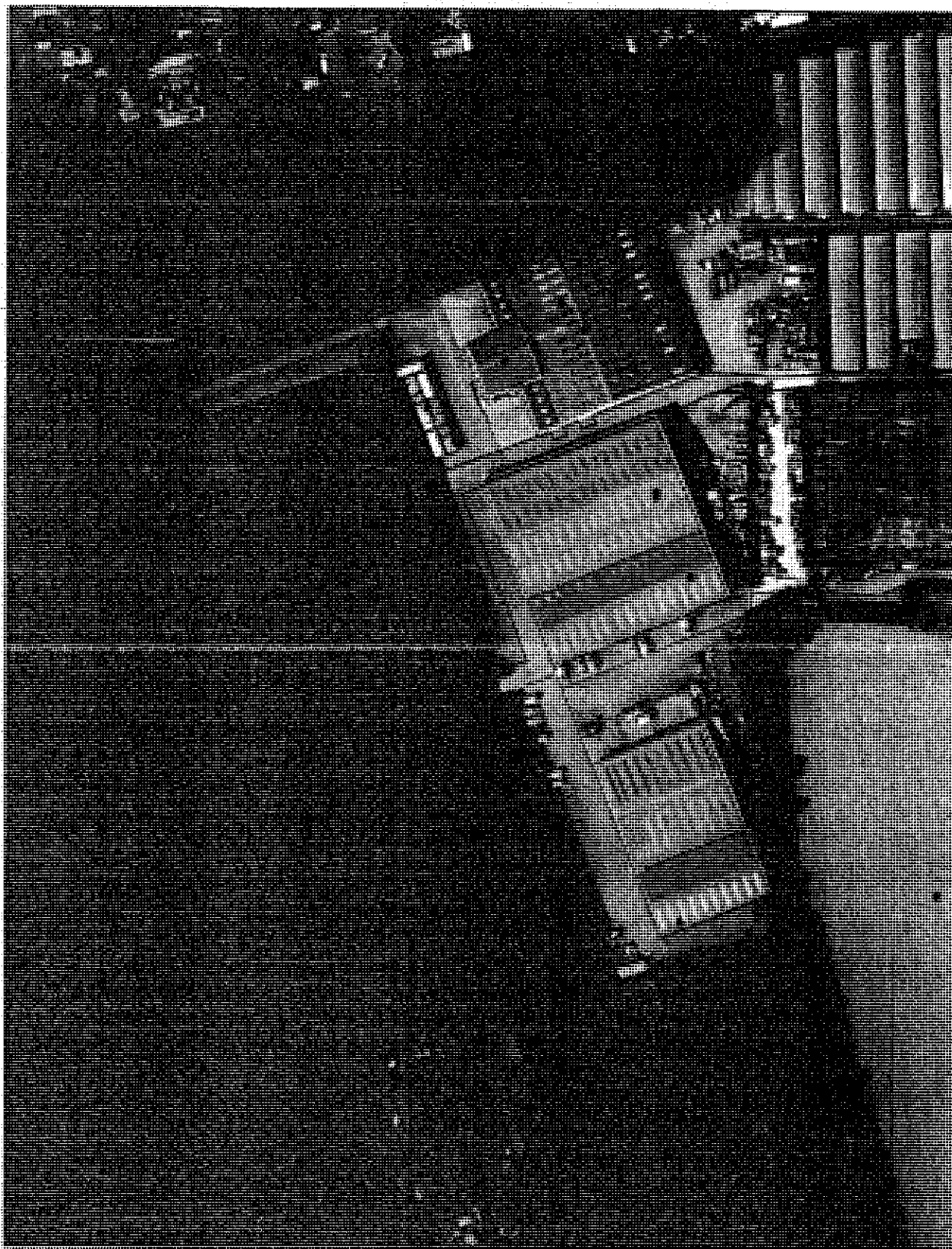
THIRD SCHEDULE

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 seven (7) days' notice in writing of its intention so to do.
- 2 For a period of 10 years from the date of commencement of the Development, the Development shall be occupied for use only by the The Jersey Royal Company Limited, any Affiliate or subsidiary (as defined in the Companies (Jersey) Law 1991) of The Jersey Royal Company Limited, successors in title or successors to the business of The Jersey Royal Company Limited (or successors of any Affiliate or subsidiary thereof).
- 3 Prior to the Occupation of the Development to remove the following portakabins from the locations noted below:
 - i) Three portakabins at Southfork, La Rue du Trot, St. Saviour as shown on Plan 2; and
 - ii) One portakabin at La Vignette Farm, La Rue de la Vignette, St Martin, as shown on Plan 3.



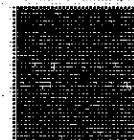
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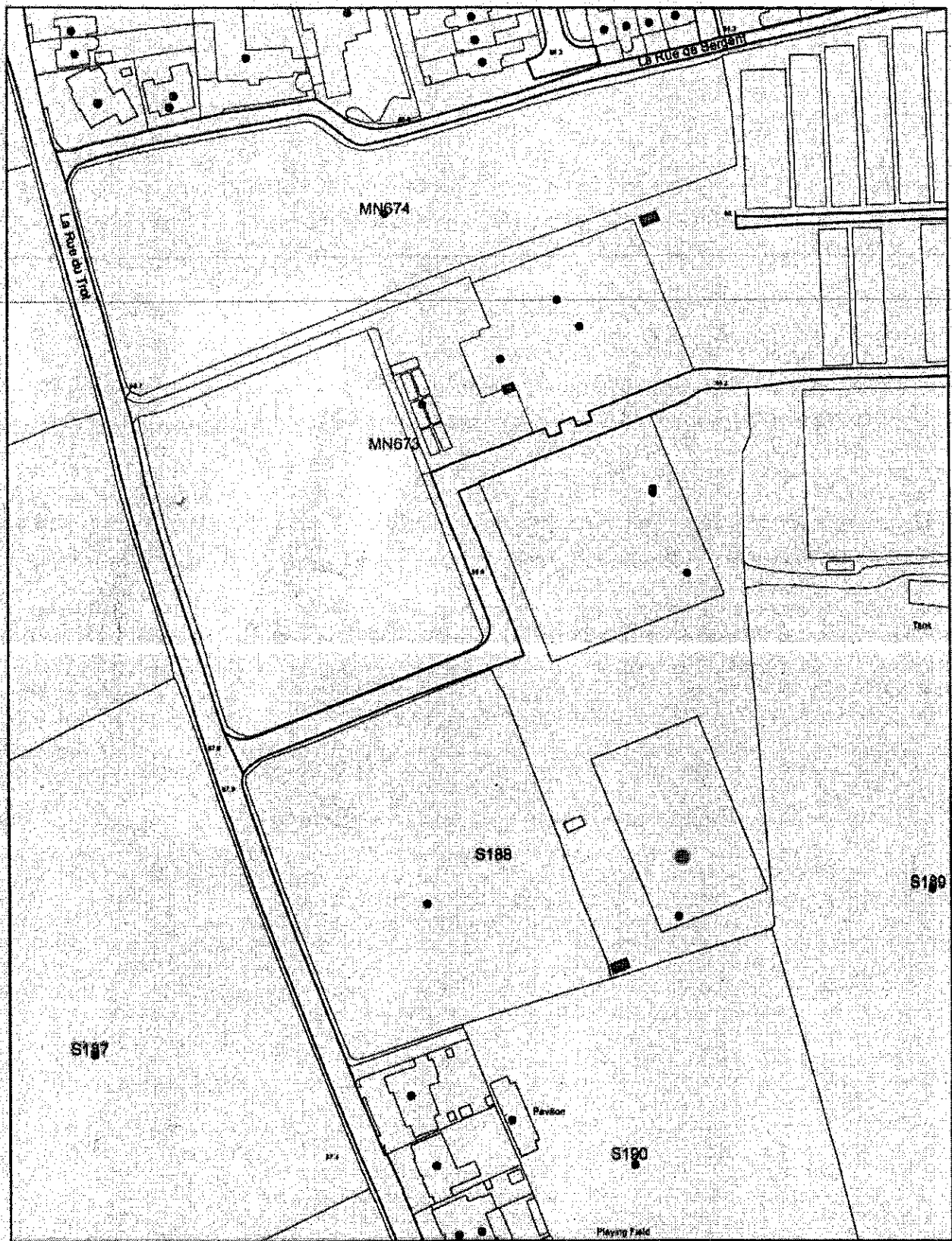


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Southfork
La Rue du Trot
St Saviour

License Number: 00





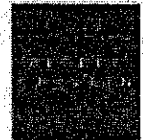
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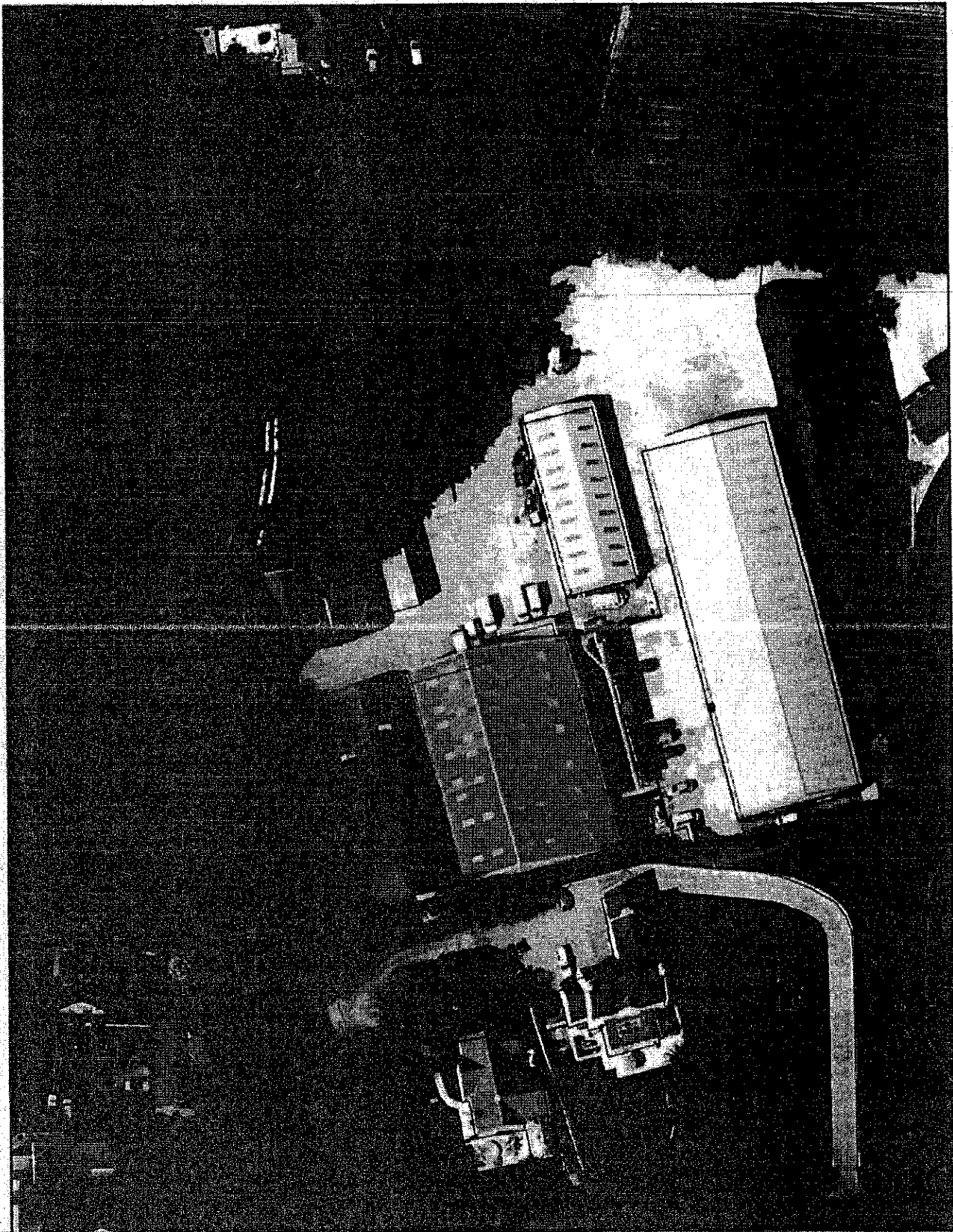
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Southfork
 La Rue du Trot
 St Saviour

Licence Number 68





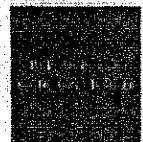
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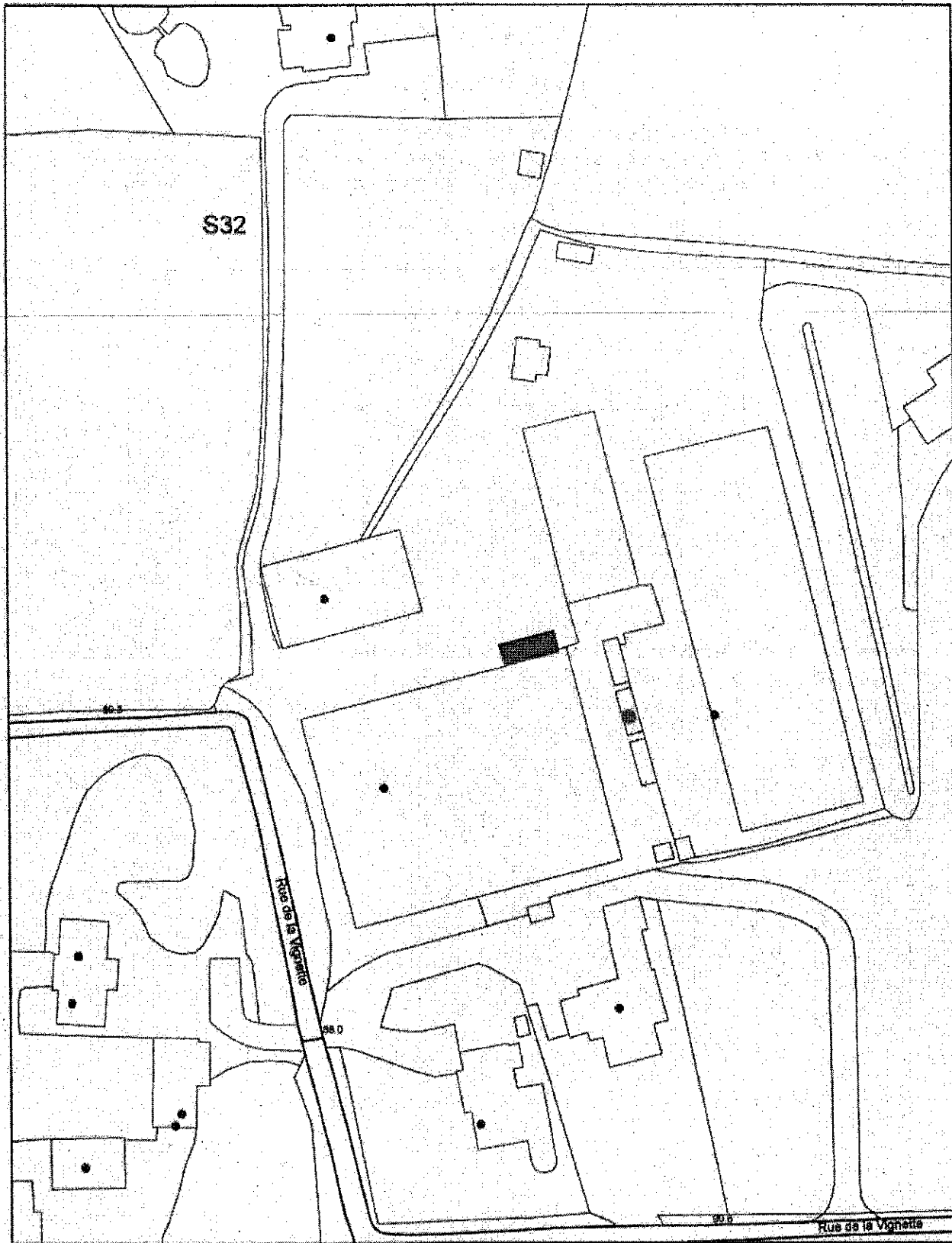
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La Vignette Farm
La Rue de la Vignette
St Martin

Licence Number 68





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1:800



La Vignette Farm

La Rue de la Vignette

St Martin

Licence Number 68



FOURTH SCHEDULE**Chief Officer's covenants**

The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permits 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



by

in the presence of



this 30 day of JANUARY 2020

Signed on behalf of The Jersey Royal Company Limited

by .. GRAEME STOKES



in the presence of .. PAULA GAWEE VILLARDO ..



this 31ST day of DECEMBER 2019

Signed on behalf of HSBC UK Bank Plc



by .. MICHAEL NORMAN

in the presence of .. Kiera Leszczynka ..



this 19th day of December 2019