

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-five, the second day of January.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and The Families in Recovery Trust in relation to 12 Burrard 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 12 Burrard Street St Helier JE2 4WS

Dated

19 December

2024

The Chief Officer for the Environment (1)

The Families In Recovery Trust (2)

DATE

19 December

2024

PARTIES

1. The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**"); and
2. The Families In Recovery Trust of 6 Vauxhall Street St Helier, Jersey, JE2 4TJ ("**the Owners**")

RECITALS

- 1 The Owners warrant that they are the owner in perpetuity (à fin d'héritage) of the Site by virtue of a hereditary contract of sale and purchase with the Public of the Island dated 26 November 2021.
- 2 The Application accorded the reference P/2024/0202 for planning permission for the Development was submitted to the Chief Officer.
- 3 Having regard to the purposes of the Law, the Island Plan 2022 and all other material considerations the Chief Officer is minded resolved to approve the grant of planning permission with respect to the Application subject to the prior completion of this Agreement as it considers it expedient in the interests of proper planning that provision should be made for securing certain public realm improvements more particularly described in the Fourth Schedule.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

| | |
|---------------|---|
| "Agreement" | this agreement including the recitals and schedules hereto; |
| | |
| "Application" | the application for planning permission in respect of the Site and described as |

| | |
|---------------------------|---|
| | “Demolish existing retail unit and construct new retail space and 3No. two beds flats with associated terraces, bin and bike store. 3D Model Available. AMENDED DESCRIPTION: Omit one bedroom from each flat. AMENDED PLANS RECEIVED.” and given the reference P/2024/0202; |
| | |
| "Chief Officer" | the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey responsible for planning and building in accordance with Article 1 of the Law; |
| | |
| "Commencement" | the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly; |
| | |
| "Development" | the development of the Site as set out in the Application; |
| | |
| "Dwelling Unit" | a residential unit forming part of the Development to be constructed pursuant to the Planning Permit; |
| | |
| "Footpath Plan" | the plan 2581_02-05C – Proposed Ground & First Floor Plans contained in Part 2 of the First Schedule to this Agreement with reference drawing showing the Pedestrian Footway Strip |
| | |
| "GST" | goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007; |
| | |
| "Island Plan 2022" | the States of Jersey Island Plan, 2022 (as amended from time to time); |
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| "Law" | the Planning and Building (Jersey) Law 2002; |
| | |
| "Occupation", "Occupy" and "Occupied" | means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations; |
| | |
| "Pedestrian Footway Strip" | the area of land shown for the purpose of identification only hatched on the Footpath Plan |
| | |
| "Pedestrian Footway Works" | the works are necessary to widen the existing public footpath / pavement along the Burrard Street roadside boundary of the site to a width of 2.9m on the Footpath Plan, to accord with the requirement of the Transport section of Infrastructure and Environment. with alterations on that part of the Site that is adjacent to Burrard Street as part of the Development as shown on the Footpath Plan; |
| "Plan" | the plan of the Site annexed to this Agreement as part of the First Schedule; |
| | |
| "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 and amendments 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 as 12 Burrard Street St Helier, the whole as shown for the purposes of identification hatched |

| | |
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| | black and coloured pink 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 Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

4 CONDITIONALITY

This Agreement is conditional upon:

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

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

5 OWNERS COVENANTS

The Owners covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against

the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

6. 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.

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified by the Chief Officer to the Owner for the purpose by notice in writing.
- 7.2 Any notices served on the Owners 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.
- 7.3 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.
- 7.4 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 Owners) 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.

- 7.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owners 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.
- 7.9 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 Owners as contained in this Agreement.
- 7.10 The Owners 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.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 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.

9 CHANGE IN OWNERSHIP

The Owners agree 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 their interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to any disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

10 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.

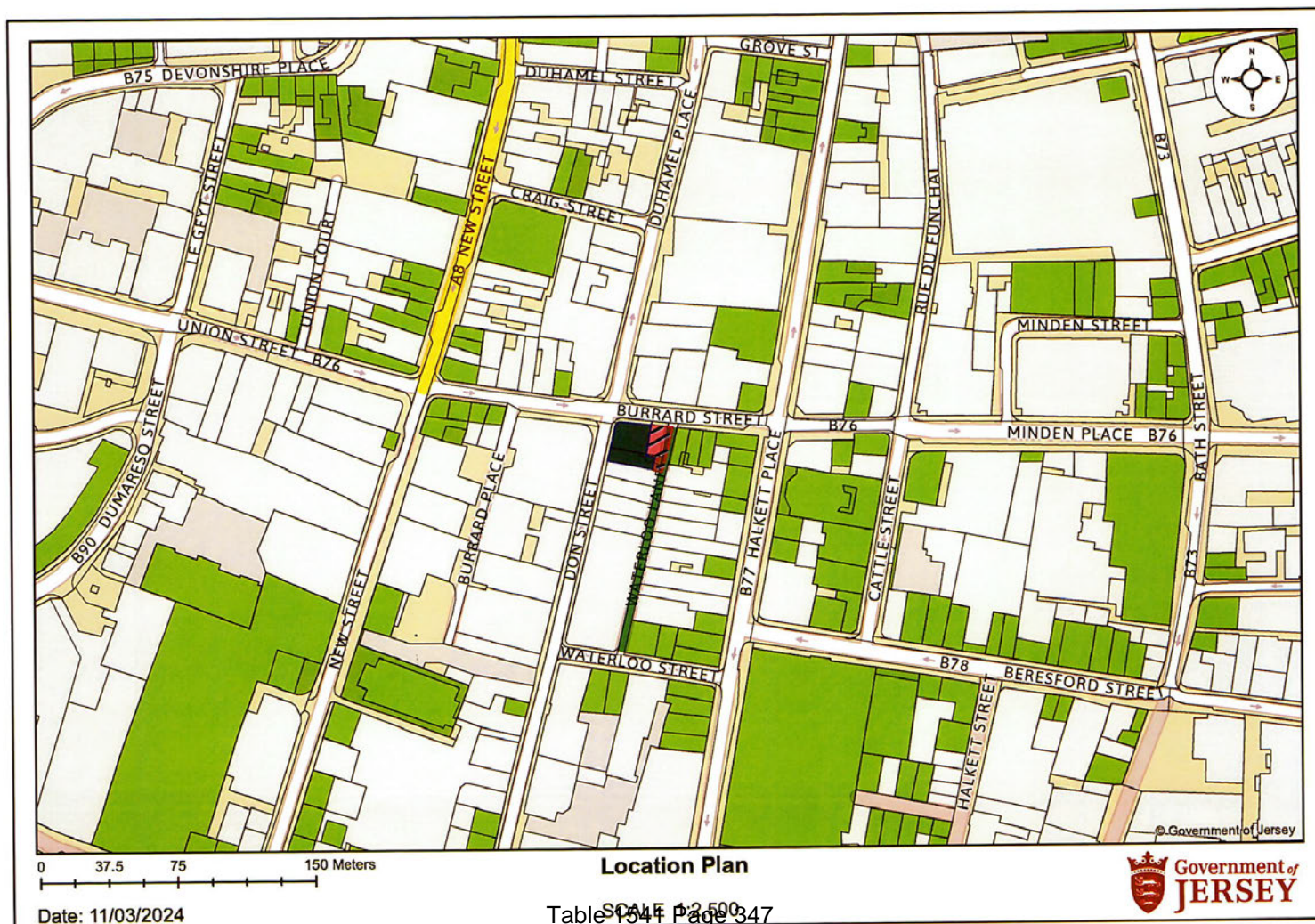
11 GOODS AND SERVICES TAX

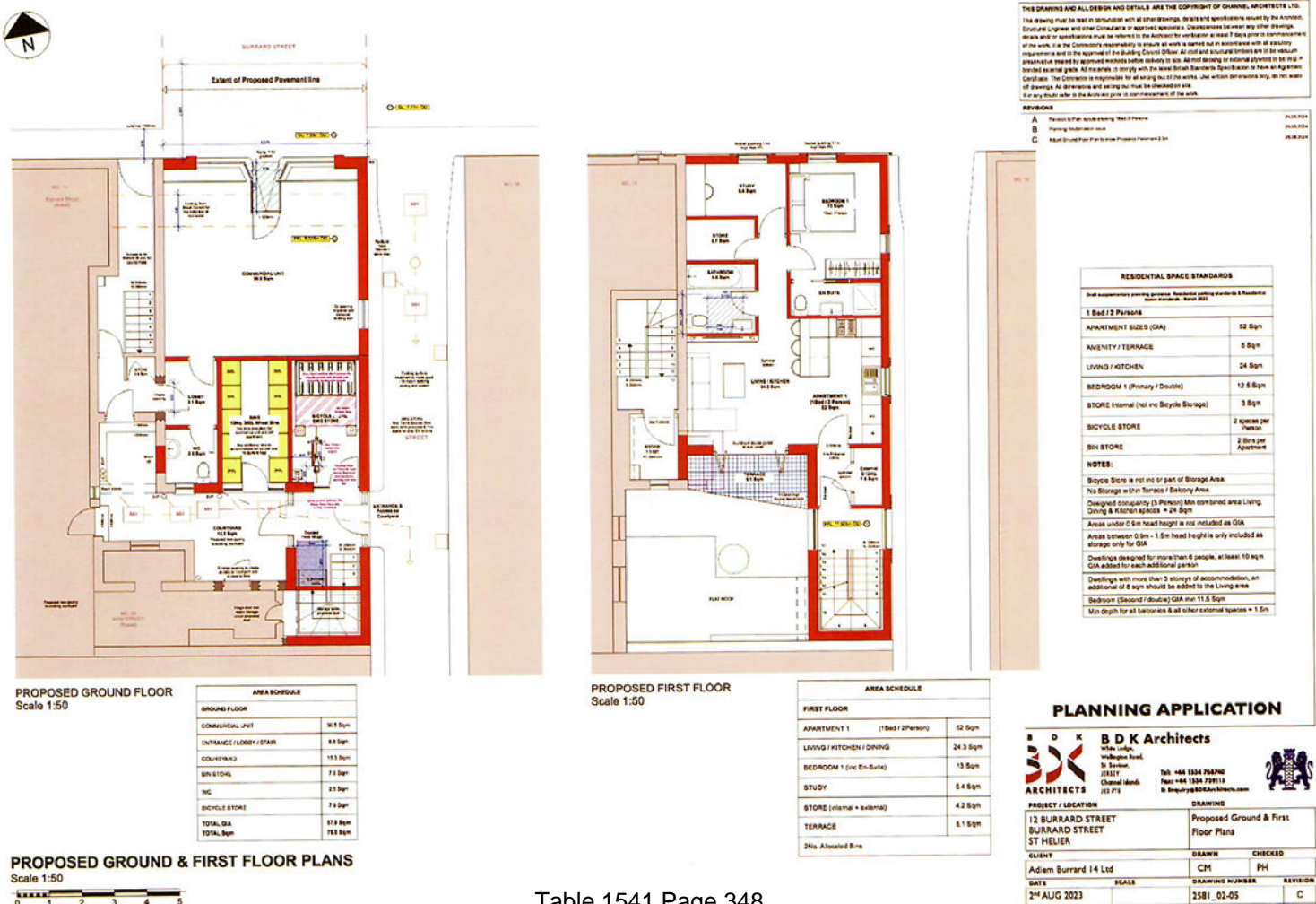
- 11.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 11.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not 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.

12 JURISDICTION

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

FIRST SCHEDULE
Part 1
The Site





Part 2

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0202

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 retail unit and construct new retail space and 3No. two beds flats with associated terraces, bin and bike store. 3D Model Available. AMENDED DESCRIPTION: Omit one bedroom from each flat. AMENDED PLANS RECEIVED.

To be carried out at:

12, Burrard Street, St. Helier, JE2 4WS.

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 refuse store/collection arrangements, refuse separation and recycling strategy should be agreed in detail with The Parish Refuse Manager.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that permission must be obtained from I&E - Highways Maintenance and/or Streetworks Team on +44 (0)1534 445509. This includes the agreement of the Demolition and Construction Environmental Management Plan requested in the I&E Transport consultation response. The agreed work will be required to be carried out by an approved contractor to the I&E's specification at the cost of the developer. This should include the requirements.

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.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0202

- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. The mitigation and enhancement measures specified in the approved Preliminary Ecological Appraisal report (PEAR 13012, 16th January 2024, Sangan Island Conservation) shall be implemented prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being undertaken.

Reason(s):

1. To ensure the protection of all protected species in accordance with the requirements of policies NE1 of the Adopted Bridging Island Plan 2022.

FOR YOUR INFORMATION

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

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

Location Map
Proposed Ground & First Floor Plans 2581-02-05C
Proposed Second, Third & Roof Plans 2581-02-06C
Proposed Elevations & Sections 2581-02-07D
Proposed Elevations & Sections 2581-02-08D
Proposed Elevations & Sections 2581-02-09D
SIG-12 Burrard Street PEAR

DECISION DATE:

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0202

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

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

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

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APPROVED

THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owners covenant, agree and undertake:

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.

FOOTPATH

- 2 To carry out and complete the Pedestrian Footway Works at the Owner's expense and to a technical specification that is agreed to by the Transport section of Infrastructure and Environment.
- 3 Not to Occupy any part of the Development until such time as the Pedestrian Footway Works have been carried out and completed and the Chief Officer has been notified to that effect.
- 4 On completion of the Pedestrian Footway Works to provide to or procure for the Chief Officer such sets of as built plans in such media format as the Chief Officer reasonably requires and other information reasonably required by the Chief Officer plus a further copy for the Infrastructure Minister (for land survey and tying into the island co-ordinate system).
- 5 Upon request by the Public following completion of the Pedestrian Footway Works to cede and transfer the Pedestrian Footway Strip to the Public of the Island ("the Public"),. The reasonable costs associated with the transfer and construction of the new widened footpath on the Pedestrian Footway Strip is to be at the full cost of the Owners. The specification for the footpath is to be agreed with the Transport section of Infrastructure and Environment, and work to the footpath is to be undertaken by Infrastructure and Environment approved contractors.
- 6 Upon request by the Public following completion of the Pedestrian Footway Works and on the condition that the Pedestrian Footway Strip will thereafter be incorporated within and form part of the Grande Route known as Burrard Street the Owners shall cede and transfer and the Public shall take conveyance of the Pedestrian Footway Strip free of all charges and encumbrances by contract to be passed before the Royal Court in such manner and time so as to ensure the Public complies with Standing Orders of the States, the Owners paying the proper and reasonable costs of the Public of and incidental to the said transfer including all and any proper and reasonable legal and professional costs.

Signed on behalf of the Chief Officer

by *KELLY WHITEHEAD*

in the presence of

LAWRENCE DAVIES

this *19* day of *December* 2024

Signed on behalf of Families in Recovery Trust

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in the presence of

this *18th* day of *December* 2024