

# *In the Royal Court of Jersey*

---

Samedi Division

---

**In the year two thousand and twenty-three, the third day of April.**

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 and Clifton Estates Limited in relation to Clifton Care Home, Bagatelle Lane, St Saviour, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Clifton Care Home, Bagatelle Lane, St. Saviour, JE2 7TD

Dated: 31 March

2023

The Chief Officer for the Environment (1)

Clifton Estates Limited (2)

DATE 31 March

2023

## PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St. Helier, JE4 9SS ("the Chief Officer");
- (2) Clifton Estates Limited (reg No 119705) of 2nd Floor, Commercial House, Commercial Street, St. Helier, JE2 3RU, Jersey ("the Owner")

## RECITALS

- 1 The Owner warrants that they are the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 An application (accorded the reference P/2022/0590) for planning permission for the Development has been submitted to the Chief Officer.
- 3 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law, the Island Plan 2022 and all other material considerations the Planning Committee at its meeting on 17 November 2022 resolved 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.

## 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;

<b>"Application"</b>		the application for planning permission in respect of the Site and described as "Demolish existing East extension. Construct ground floor garden pavilion extension linked to East elevation. Construct first floor infill extension to North elevation. Construct 2 storey extension to South-East of site. Construct ground floor extension to West wing and a 2nd storey addition over the existing building. Demolish existing and construct new outbuildings to North and South-East of site. Various internal alterations. General Landscaping improvements. AMENDED PLANS RECEIVED." and given the reference P/2022/0590;
<b>"Chief Officer"</b>		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;
<b>"Commencement"</b>		the date on the date on which any material operation (as defined in Article 5(7) of the Law) 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 as set out in the Application;
<b>"GST"</b>		goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>		the all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;

<b>"Island Plan 2022"</b>		the States of Jersey Island Plan, 2022 (as may be (adopted on 25 <sup>th</sup> March 2022) amended from time to time);
<b>"Index-Linked"</b>		where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 10 prior to payment;
<b>"Interest"</b>		interest at three per cent (3%) 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>"Plan"</b>		the plan of the Site annexed to this Agreement as part of the First Schedule;
<b>"Planning Permit"</b>		the planning permission for the Development, 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;
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey;
<b>"Site"</b>		Clifton Care Home, Bagatelle Lane, St. Saviour, JE2 7TD as shown edged and shaded red on the Plan and described in the First Schedule upon which the Development is to be carried out;
<b>"Transport Infrastructure Improvement Contribution"</b>		a financial contribution of Nine Thousand and Eighteen Pounds (£9,018) Sterling Index-Linked towards the provision and enhancement of transport infrastructure;

--	--	--

## **2 CONSTRUCTION OF THIS AGREEMENT**

- 2.1 Where in this Agreement reference is made to any clause, paragraph or Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

## **3 LEGAL BASIS**

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

## **4 CONDITIONALITY**

This Agreement is conditional and shall come into effect upon the grant of the Planning Permit.

## **5 OWNER'S COVENANTS**

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

## **6 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 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 Group Director - Regulation - Infrastructure, Housing and Environment, PO Box 228, St. Helier, JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices to be served 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.
- 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 Owner) it is modified (other than by process of Article 10 of the Law) by any statutory procedure or expires prior to Commencement.
- 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 Officers' statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public of the Island of Jersey (in its public capacity) or 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 Owner as contained herein.

7.10 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.

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 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 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 purchased by reference to a plan.

## **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 payable.

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

## **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.

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.



© Government of Jersey



**Location Plan**

**SCALE 1:2,500**

**Date: 10/06/2022**

**FIRST SCHEDULE****Details of the Owner's Title and description of the Site**

A certain property known as "Clifton Nursing Home", formerly comprising two properties, the first known as "Clifton" (formerly "Clifton House") with the yard, verges, driveway and the garden or gardens in front of and at the rear of the same and the second known as "Aysgarth" (formerly "Glen rose") with the yard and garden dependant thereof, the extension, garden or land to the East and to the rear thereof, a certain strip of land in front and a private roadway to the South thereof; the whole joining together and forming one and the same corpus-fundi as hatched in diagonal lines for identification purposes only on the extract of the Jersey Digital Map attached to this contract as the Schedule and having the UPRN 69100720 from Quintain (Clifton, Jersey) Limited on the 4 December 2015

The whole situate in the Parish of St Saviour, Vingtaine de Sous d'Eglise.

The Site is shown for the purposes of identification on the Plan.



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0590

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

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

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

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

**In respect of the following development:**

Demolish existing East extension. Construct ground floor garden pavilion extension linked to East elevation. Construct first floor infill extension to North elevation. Construct 2 storey extension to South-East of site. Construct ground floor extension to West wing and a 2nd storey addition over the existing building. Demolish existing and construct new outbuildings to North and South-East of site. Various internal alterations. General Landscaping improvements. **AMENDED PLANS RECEIVED.**

**To be carried out at:**

Clifton Care Home, Bagatelle Lane, St. Saviour, JE2 7TD.

**REASON FOR APPROVAL:** Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received. Notably, the development has been specifically considered in relation to the overbearing and overlooking impact on the neighbouring properties and impact on the wildlife. Based on submissions and consultation responses it is considered that the proposal will not result in unreasonable harm to the amenities of neighbours nor the wildlife in the area.

This application is the subject of a Planning Obligation Agreement.

SECOND SCHEDULE

**The Planning Permit**

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0590

with the Department. The approved details shall be implemented in full prior to first occupation of the specific development proposed and thereafter retained as such.

6. The windows hereby approved to the South elevation of the Western extension at first floor level shall be fitted with obscure glazing. The obscure glazing must be installed prior to first use and shall be retained as such thereafter.

### Reasons

1. To safeguard the amenities of the occupants of the adjoining properties in accordance with Policy GD1 of the Bridging Island Plan 2022.
2. To ensure the protection of any nesting birds and any recognised species in accordance with Policy NE1 of the Bridging Island Plan 2022.
3. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Bridging Island Plan 2022.
4. 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, GD6, GD8 and NE1 of the Bridging Island Plan 2022.
5. To ensure that that the completed development is provided with satisfactory infrastructure, in accordance with Policy WER7 of the Bridging Island Plan 2022.
6. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Bridging Island Plan 2022.

### Informative:

The applicant should be aware that the site has the potential to support wildlife that is protected under the Wildlife (Jersey) Law 2021. It is an offence under this Law to cause harm to certain protected species or to remove, damage or destroy their nest, den, breeding or resting site. It is the responsibility of the applicant to inform all site workers of the legal implications should any protected species, dens or nests be found.

### **FOR YOUR INFORMATION**

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

### **The following plans have been approved:**

Location Plan  
06C Proposed Site Plan



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0590

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

- A. The development shall commence within three years of the decision date.  
**Reason:** The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.  
**Reason:** To ensure that the development is carried out and completed in accordance with the details approved.

### Additional Conditions:

1. Any plant or machinery hereby approved, shall be installed, maintained and operated to such specification that noise generated from these units shall be at least 5dBA below background noise levels when measured, in accordance with BS4142:2014, from within the curtilage of any nearby property.
2. No tree felling, hedgerow removal or shrub clearance works shall take place between 1st March and 30th September inclusive in any calendar year, unless an inspection of the site of the works for active birds' nests or dens or roosts of other protected wildlife has been undertaken by a competent person and written confirmation has been submitted to the Chief Officer confirming that no protected wildlife, nests, dens or roosts will be disturbed, harmed or damaged and that there are appropriate measures in place to protect nesting or roosting interest on the site. The inspection shall be undertaken no later than 10 days before the commencement of the works to the trees, hedgerows or shrubs and the works shall not commence unless the written confirmation and protection measures have been approved in writing by the Chief Officer. the works shall then be carried out in accordance with the approved details.
3. The windows hereby approved at first floor level shall be fitted must be obscure glazed as shown on drawing 09D Proposed Elevations - West and East. The obscure glazing must be installed prior to first use and shall be retained as such thereafter.
4. 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 maintained as such.
5. No development shall be undertaken on site until the required drainage modelling has been undertaken and the results, together with any required mitigation measures identified have been submitted to and agreed in writing

### THIRD SCHEDULE

#### The Owner's Covenants with the Chief Officer

The Owner in regard to the Site covenants, agrees and undertakes:

##### COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

##### CONTRIBUTIONS

- 2 To pay to the Treasurer of the States the Transport Infrastructure Improvement Contribution forthwith on completion of this Agreement.
- 3 Not to Commence the Development until the Transport Infrastructure Improvement Contribution shall have been paid to the Treasurer of the States.

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0590

07G Proposed Ground Floor Plan  
08E Proposed Plans 1st, 2nd, 3rd & Basement  
09D Proposed Elevations West & East  
10D Proposed Elevations North & South  
11C Proposed South Elevation & Section  
12A Sash Window New Wall  
1737-001 P3 Landscape Site Plan

DECISION DATE: 17/11/2022

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

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

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

#### FOURTH SCHEDULE

##### Chief Officer's Covenants

###### Repayment of contributions

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the States from 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 Chief Officer shall in their discretion consider to be reasonably appropriate in the circumstances.
- 2 The Chief Officer covenants with the Owner that they 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 (5) years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by ...

K. WHITEHEAD

in the presence of

G. VASSELIN

this 31 day of March 2023

Signed on behalf of Clifton Estates Limited

by ...

in the presence of

Martin Leobing

this 28 day of March 2023