

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-five, the twenty-fourth day of April.

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 Kenneth Priaulx Vibert in relation to Grosnez Farm, La Route de Grosnez, St Ouen, 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 Grosnez Farm, La Route de Grosnez, St Ouen JE3 2AD

Dated : 22 / 04 / 2025

2025

The Chief Officer for the Environment (1)

Kenneth Priaulx Vibert (2)

DATE

2025

PARTIES

- (1)The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("the Chief Officer")
- (2)Kenneth Priaulx Vibert of Grosnez Farm, La Route de Grosnez, St Ouen JE3 2AD ("the Owner")

RECITALS

- 1The Owner warrants that he is the owner of the Site to which he has right in the manner referred to in the First Schedule.
- 2An application (accorded the reference P/2024/0822) for planning permission for the Development has been submitted to the Chief Officer by Andrew Malzard with the consent of the Owner.
- 3Having regard to the purposes of the Planning & Building (Jersey) Law 2002, the Island Plan 2022, and all other material considerations the Chief Officer has resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 4The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained therein.
- 5The parties acknowledge that this Agreement is legally binding.
- 6This 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:

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| "Agreement" | | This agreement including the recitals and schedules hereto; |
| | | |
| "Application" | | the application for Planning Consent to |

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| | | construct an extension to the south-west of existing Livery, comprising 10 stables and storage area for equipment and hay/feed. Construct bicycle storage to south of site and extend existing hardstanding to south-east of site. AMENDED DESCRIPTION: Construct extension to south-west of existing Livery comprising 10 new stables and storage area for equipment and hay/feed. Construct bike store to north-west and extend existing hardstanding. 3d model available; |
| | | |
| "Chief Officer" | | The person appointed from time to time as the chief executive officer (or equivalent) of the administration of the Government of Jersey responsible for planning and building in accordance with Article 1 of the Law; |
| | | |
| "Commencement" | | 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 to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly; |
| | | |
| "Development" | | the development of the Site as set out in the Application; |
| | | |
| "GST" | | Goods and services tax or GST under the Goods & Services Tax (Jersey) Law 2007; |
| | | |
| "Index" | | all Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey; |

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| "Island Plan 2022" | | the States of Jersey Island Plan, 2022 (as adopted on 25 th March 2022 and as may be amended from time to time); |
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| "Cycling Network Access Improvement" | | a financial contribution of Nineteen Thousand, Two Hundred and Forty Seven Pounds, Fifty-Four Pence (£19,247.54) Sterling for the Department of Infrastructure to apply in respect of improving access to the local cycling network. |
| | | |
| "Interest" | | interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time; |
| | | |
| "Law" | | the Planning and Building (Jersey) Law 2002; |
| | | |
| "Plan" | | the plan annexed to this Agreement and forming part of the First Schedule; |
| | | |
| "Planning Permit" | | the planning permission, a copy of which is attached as 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; |
| | | |
| "Public" | | the public of the Island of Jersey; |
| | | |
| "Royal Court" | | the Royal Court of the Island of Jersey; |
| | | |
| "Site" | | Grosnez Farm, La Route de Grosnez, St Ouen JE3 2AD being the land against which this Agreement may be enforced as shown |

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| | | enclosed by the red line on the Plan and described in the First Schedule upon which the Development is to be carried out. |
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2 CONSTRUCTION OF THIS AGREEMENT

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

3 LEGAL BASIS

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

4 CONDITIONALITY

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

5 THE OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer in the terms set out in the Third Schedule to this Agreement which 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 The Owner shall pay to the Chief Officer on completion of this Agreement the reasonable legal costs of the Chief Officer 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 Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 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 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 or any part thereof 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 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

- 7.9 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 St Helier (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 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
- 7.11 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
- 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 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 his interests 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. 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.

10. INDEXATION

Any sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the date hereof 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 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.

13 JURISDICTION

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

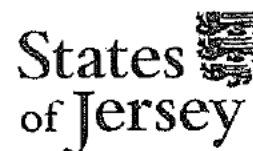
FIRST SCHEDULE**Details of the Owner's Title, and description of the Site**

The Owner has an interest in the Site as son and only heir of his late mother Doris May Vibert nee Priaulx, the deceased having right (amongst other realty) as devisee to the Will of Realty of her late husband Harold Edwin Vibert registered by Act of The Royal Court dated 22nd September 1983.

SECOND SCHEDULE

The Planning Permission

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0822

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:

Construct extension to South-West of existing Livery, comprising 10 new stables and storage area for equipment and hay/feed. Construct bike store to north-west and extend existing hardstanding. 3d model available.

To be carried out at:

Grosnez Farm, La Route de Grosnez, St. Ouen, JE3 2AD.

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 representation received.

This application is subject to a Planning Obligation Agreement.

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.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0822

Additional Conditions:

1. Prior to commencement of the development, a detailed scheme of soft landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include a tree protection plan for the existing planting to the south-eastern boundary of Fields O853 and O851. Once, agreed the approved details shall be completed prior to occupation of the building and thereafter retained and maintained as such.
2. No part of the development hereby permitted shall be begun until a Written Scheme of Investigation for detailed archaeological excavation referencing the appropriate Standards has been submitted to and approved in writing by the Chief Officer. This will include a programme of controlled, intrusive fieldwork with defined research objectives to examine, record and interpret archaeological deposits, features and structures and have provision to for post evaluation reporting. The Written Scheme of Investigation once approved, shall be implemented at the applicant's expense. In the event that any significant archaeological finds are made, work shall cease, and the Chief Officer shall be notified immediately to allow for proper evaluation of such finds and further mitigation.
3. The mitigation and enhancement measures outlined in the approved Preliminary Ecological Appraisal Report (PEAR 1296, 15th April 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.
4. No part of the development hereby approved shall be occupied until the cycle parking facilities and electric charging points indicated on the approved plans have been provided. The facilities shall thereafter be retained solely for the use of staff and visitors to the development and retained as such.
5. Prior to the commencement of development, the design of the proposed Percentage for Art contribution shall be submitted and approved in writing in accordance with the details submitted in the approved Percentage for Art Statement, with the approved scheme delivered on site prior to first use of any part of the development hereby approved and thereafter retained as such.

Reasons:

1. To ensure a form of development that maintains, and contributes positively to, the character and appearance of the area in accordance with Policies SP4, GD6 and NE3 of the Bridging Island Plan 2022.
2. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0822

place in accordance with policies SP4, HE1 and HE5 of the Bridging Island Plan 2022.

3. To ensure the protection of all protected species in accordance with Policies SP5 and NE1 of the Bridging Island Plan 2022.

4. In the interests of promoting sustainable patterns of development, in accordance with Policies SP1 and TT2 of the Bridging Island Plan 2022.

5. To ensure the delivery of the percentage for art contribution in accordance with Policy GD10 of the Bridging Island Plan 2022.

Informatives:

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that if noise complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999, and noise mitigation measures may then be required. These measures may themselves require planning permission.

If at any time more than 5 individuals of any one species, 3 in the case of bats, an individual grass snake or an active bird nest are found, further survey effort may be required in order to confirm the suitability of the mitigation.

FOR YOUR INFORMATION

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

The following plans have been approved:

1. 2608_00-01 Location Plan
2. 2608_02_01B Proposed Site Plan
3. 2608_02_02A Proposed Ground Floor Plan
4. 2608_02_04 Proposed Elevations & Section AA
5. 2608_02_05 Proposed Landscaping Plan & Ecological Enhancements
6. 2608_02_07 Proposed Covered Bicycle Shelter
7. 2608_02_03 Proposed Roof Plan
8. Public Art Statement
9. Preliminary Ecological Appraisal Report (PEA)
10. Design and Planning Statement, Waste Management
11. Construction Environmental Management Plan (CEMP)

DECISION DATE: 30/01/2025

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0822

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:

1. To pay to the Treasurer of the States the Cycling Network Access Improvement contribution which funds will be applied by the Department of Infrastructure in such manner as it shall determine in its absolute discretion.
2. The Capital Sum shall be increased by the same percentage as the Jersey Retail Price Index figure shall have increased (if any) in the period between the date of this agreement and the date of payment to the Treasurer of the States.
3. To pay the Capital Sum no later than one week before commencement of any works permitted on the Site by the Planning Permit.
4. Not to Commence the Development until such time as the Capital Sum has been paid to the Treasurer of the States.

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.
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

ANDREW MARX

in the presence of

GEMMA VASSELIN

this 22nd day of April 2025

Signed by Kenneth Priaux Vibert

by

in the presence of

this day of 2025