

# *In the Royal Court of Jersey*

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**Samedi Division**

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

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 John Christopher Jones in relation to Jambart Villa, Rue de Jambart, St Clement, JE2 6LA, 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

land to the North of Jambart Villa, La Rue De Jambart, St. Clement, Jersey JE2 6LA

Dated:

3<sup>rd</sup> February

2023

The Chief Officer for the Environment (1)

John Christopher Jones (2)

DATE

3<sup>rd</sup> February

2023

**PARTIES**

- (1) The Chief Officer for the Environment of PO Box 228, St. Helier, Jersey, JE4 988 ("the Chief Officer"); and
- (2) John Christopher Jones of The Royal Oak, Wooltons Rivers, Marlborough, Wiltshire, United Kingdom, SN8 4NQ ("the Owner")

**RECITALS:**

(defined terms in the following having the meanings hereinafter ascribed to them in Clause 1 of this Agreement)

1. The Owner warrants that he is the owner in perpetuity (*à fin d'héritage*) of the Site by virtue of a hereditary contract of purchase, jointly with his late wife Rosa June Jones née Billot, who predeceased him, dated 16<sup>th</sup> November 1990 from Frank Denny and Sylvia Angela Denny.
2. The Owner submitted an application (accorded the reference P/2020/1046) for planning permission for the Development.
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 2011 and all other material considerations the Planning Committee at its meeting on 3 February 2022 made a determination to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
5. On 25 March 2022 the elected members of the States of Jersey approved, in accordance with Article 3(1) of the Law, as amended by the Covid-19 (Island Plan) (Jersey) Regulations 2021, the Island Plan 2022-25, the draft for which had been lodged "au greffe" on 19 April 2021.
6. The Chief Officer is satisfied that in all of the circumstances the elected members of the Committee would have been cognisant of the impending approval of a new Island Plan as a factor such that, and subject to the prior completion of this Agreement, that a decision notice can be issued without reference back to the Committee.
7. The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
8. The parties acknowledge that this Agreement is legally binding.
9. This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:****OPERATIVE PART****1 DEFINITIONS**

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

<b>"Agreement"</b>	this agreement including the recitals and schedules hereto;
<b>"Application"</b>	the application for planning permission in respect of the Site and described as "Construct 2 no. 3 bed dwellings with associated parking to North of Jambart Villa. 3D Model available. AMENDED DESCRIPTION. Revised plans, sections, shadow analysis and elevations received. AMENDED PLANS RECEIVED. FURTHER AMENDED DESCRIPTION: Revised plans to show repositioning of one dwelling on plot. Increased landscaping. FURTHER AMENDED PLANS RECEIVED."; and given the reference P/2020/1046
<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 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 <b>"Commence"</b> shall be construed accordingly;
<b>"Development"</b>	the development of the Site as set out in the Application;

<b>"IHE Operations"</b>		the Operations and Transport team of the Infrastructure, Housing and Environment Department of the States of Jersey from time to time;
<b>"Island Plan 2011"</b>		The States of Jersey Island Plan, 2011 (as amended from time to time)
<b>"Island Plan 2022-2025"</b>		the States of Jersey Island Plan, 2022 - 2025 (as amended from time to time);
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002 (as amended from time to time);
<b>"Minister for Infrastructure"</b>		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time;
<b>"Occupation"</b>		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 and <b>"Occupy"</b> and <b>"Occupied"</b> shall be construed accordingly;
<b>"Pedestrian Footpath Works"</b>		all works necessary to create a new public footpath along the western part of the Site that is adjacent to the Grande Route known as La Rue de Jambart shown outlined by a black broken line for the purpose of identification only on the drawing attached to this Agreement as the Fifth Schedule.
<b>"Pedestrian Footpath Works Specification"</b>		a specification for the carrying out of the Pedestrian Footpath Works agreed by IHE Operations (acting reasonably);

"Planning Permit"		the planning permission for the Development granted by the Chief Officer pursuant to the Application, in or substantially in the form of the draft attached at the Second Schedule, and references to the <b>"Planning Permit"</b> includes 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; and
"Site"		the Land to the North of Jambart Villa, La Rue De Jambart, St Clement, Jersey JE2 6LA shown in diagonal black lines for the purposes of identification only on the plan attached to this Agreement as the First Schedule upon which the Development is to be carried out.

## 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 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notice, codes of practice and guidance made under it.
- 2.7 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.
- 2.8 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 upon the grant of the Planning Permit and the Commencement save for the provisions of Clauses 10, 11 and 12 which shall come into effect immediately upon the date upon which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the Royal Court.

### **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 by and 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 and for the benefit of any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof 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 or IHE Operations 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 or IHE Operations as the case may be by the Director - Development Control of Planning. Notice or communication to the Chief Officer or IHE Operations as the case may be 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 Director - Development Control of Planning Growth, Housing and Environment - Regulation, PO Box 228, Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing, and in any case with a copy thereof by email [toplanning@gov.je](mailto:toplanning@gov.je).
- 8.2 Any notices to the Owner shall be deemed to have been properly served if sent by ordinary post or hand delivered to and addressed to such party at the address referred to above or as otherwise notified by the Owner 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 Commencement.

- 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 or apply to 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 Officers' 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 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.
- 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 any of its 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.

## **11 DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it

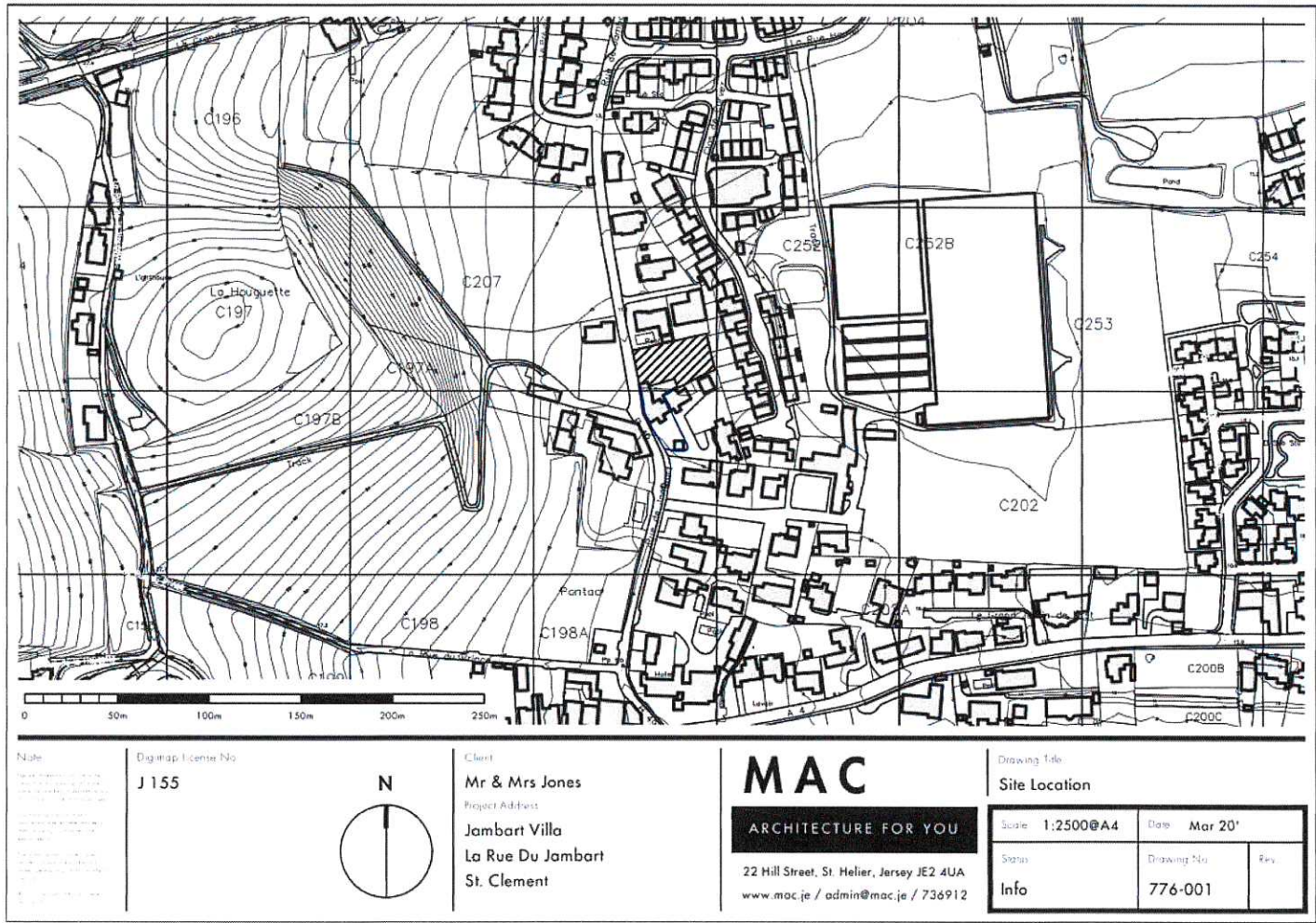


shall be referred if not resolved within seven (7) working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

## **12 JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

FIRST SCHEDULE  
Plan of the Site



**SECOND SCHEDULE**  
**The Planning Permit**

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1046

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

**In respect of the following development:**

Construct 2 no. 3 bed dwellings with associated parking to North of Jambart Villa. 3D Model available. AMENDED DESCRIPTION. Revised plans, sections, shadow analysis and elevations received. AMENDED PLANS RECEIVED. FURTHER AMENDED DESCRIPTION: Revised plans to show repositioning of one dwelling on plot. Increased landscaping. FURTHER AMENDED PLANS RECEIVED.

**To be carried out at:**

Jambart Villa, Rue de Jambart, St Clement, JE2 6LA

**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 site forms part of the Built-Up Area, and is currently undeveloped. In accordance with Policies SP 1, SP 2, GD 3, and H 6 of the Island Plan, the redevelopment of the site, increasing the scale of development, and providing new residential units, is considered to be acceptable in principle.

With reference to Policies SP 7, and GD 7, the scale and design of the development is considered to be appropriate having regard to the general character and form of development along Rue de Jambart, and also having regard to the impact upon the setting of Jambart Villa, a Grade 4 Listed Building.

APPROVED



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1046

The new units comply with the required residential standards, and each would have a generous garden, and sufficient parking.

The concerns raised by immediate neighbours are acknowledged, and they have been taken into account. However, on balance, the Committee does not believe that the proposed development will result in 'unreasonable harm' (the Policy test under Policy GD 1) being caused to the occupiers of neighbouring properties.

On balance, the highway and transport implications of the development are considered to be acceptable. This takes into account the agreed formation of a new pedestrian footpath along Rue de Jambart.

Overall, having regard to the requirements of the Island Plan in the round, the department is satisfied that the proposed development is justified.

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.

- 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. No part of the development hereby approved shall be occupied until all hard and soft landscape works, as indicated on the approved plans, have been carried out in full. Following completion, the landscaping areas shall, thereafter, be maintained as such.
2. For the avoidance of doubt, the ecological mitigation measures set out within the approved Reptile Survey Results Report must be fully implemented and adhered to as part of the development.

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1046

### Reason(s):

1. 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 and its residents, in accordance with Policies GD 1, GD 7, NE 1, NE 2 and NE 4 of the adopted Island Plan 2011 (revised 2014).
2. To ensure protection of any protected species in accordance with the requirements of Policies GD 1 and NE 2 of the Jersey Island Plan, 2011 (revised 2014).

### 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 plan(s) has/have been approved:

776-001 – Location Plan  
776-003 E – Proposed Site Plan  
776-004 E – Proposed Sections  
776-005 D – Proposed Elevations  
776-006 – Proposed Ground Floor Plans  
776 007 – Proposed First Floor Plans  
776-012 – Proposed Landscape Plan  
Initial Ecological Assessment – January 2021  
Reptile Survey Results Report – November 2021

DECISION DATE: xx/xx/xxxx

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)

**THIRD SCHEDULE**  
**The Owner's covenants with the Chief Officer**

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

**PEDESTRIAN FOOTPATH WORKS**

- 1 Not to Commence the Development before the Pedestrian Footpath Works Specification has been submitted to IHE Operations for approval (in consultation with the Minister for Infrastructure) and has been approved by IHE Operations.
- 2 Not to Commence that part of the Development comprising the Pedestrian Footpath Works until the Owner has given to the Minister for Infrastructure not less than fourteen (14) days' notice in writing of their intention so to do.
- 3 That the Owner will at his own expense undertake the Pedestrian Footpath Works or carry out or cause to be carried out the Pedestrian Footpath Works, the whole in accordance with the approved Pedestrian Footpath Works Specification.
- 4 That on completion of the Pedestrian Footpath Works the Owner shall provide or procure via their architect for IHE Operations three sets of as built plans (in such media format as IHE Operations requires) and other information reasonably required by IHE Operations plus a further copy for the Minister for Infrastructure (for land survey and tying into the Island co-ordinate system).
- 5 Not to Occupy or cause or permit to be Occupied the Development until such time as the Pedestrian Footpath Works have been completed to the reasonable satisfaction of IHE Operations (in consultation with the Minister for Infrastructure).
- 6 That on completion of the Pedestrian Footpath Works to notify the Minister for Infrastructure that the Owner considers that the Pedestrian Footpath Works are complete and that the part of the Site established as the pedestrian footpath by the Pedestrian Footpath Works (shown outlined by a black broken line for the purpose of identification only on the drawing attached as the Fifth Schedule hereto) is ready for transfer.
- 7 Following completion of the Pedestrian Footpath Works and notification as aforesaid and on the condition that either the relevant land will thereafter be incorporated within and form part of the Grande Route known as La Rue De Jambart or the Owner shall reserve all rights of way at all times and for all purposes to come from and go to the remainder of the Site, the Owner shall in such manner and time so as to ensure the Public complies with Standing Orders of the States of Jersey, cede and transfer and the Public shall take conveyance of the relevant land free of all charges and encumbrance by contract to be passed before the Royal Court of Jersey, the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).



**FOURTH SCHEDULE****The Chief Officer's covenants with the Owner****The Plan relating to the Footpath Works**


- 1 The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed

FIFTH SCHEDULE

The part of the Site subject to the Pedestrian Footpath Works



Signed on behalf of the Chief Officer


by  ..... (PETER LE GREGLBY)

In the presence of

 ..... (LAWRENCE DAVIES)

this 3<sup>rd</sup> day of February 2023

Signed by John Christopher Jones

 ..... ATTORNEY of Mr Jones

In the presence of

 .....

this 2 day of February 2023