

In the Royal Court of Jersey

Samedi Division

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

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and the Guide Association Trust Corporation in relation to Jersey Girl Guide Association site, Greve d'Azette, St Clement JE2 9PX, 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 Jersey Girl Guide Association site, Greve d'Azette, St Clement JE2 9PX

Dated

11th January

2022

The Chief Officer for the Environment (1)

Guide
The Girl Association Trust Corporation (2)

DATE

11th January

2021

PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS (**"the Chief Officer"**); Chief Officer and
- (2) The Guide Association Trust Corporation, incorporated under the laws of England & Wales with company number 00333303, the registered office of which is situate at 17/19 Buckingham Palace Road, London, SW1W 0PT (**"the Owner"**)

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 With the agreement of the Owner, an application (accorded the reference P/2021/0647) for planning permission for the Development has been submitted by Castletree Homes Limited.
- 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 21 October 2021 recommended approval of the grant of planning permission for the Development subject to the prior completion of this Agreement
4. The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
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 part of existing buildings. Retain Western gable roof, chimney and part of roof on the existing building. Replace rest with new build incorporating 7 no. residential apartments with associated parking and landscaping. Form new site entrance onto La Greve D'Azette Road" and given the reference P/2021/0647;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"Cycle Path Contribution"		means the sum of eight thousand one hundred pounds (£8,100) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the Eastern Cycle Route Corridor;
"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.
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics

		Unit to the States of Jersey;
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2011"		the States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"		the Planning and Building (Jersey) Law 2002;
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Pedestrian Footway Strip"		The 2 m wide strip of land shown for the purpose of identification only on drawing PL-04-C "Proposed Site Plan".
"Pedestrian Footway Works"		all works necessary to create a pedestrian footway with kerb alterations on that part of the Site that is adjacent to Greve d'Azette and shown hatched for the purpose of identification only on drawing 700-03 dated Sep 21 attached as the Sixth Schedule
"Pedestrian Footway Works Specification"		a specification for the carrying out of the Pedestrian Footway Works to be agreed between the parties with the approval of the relevant States Departments.
"Plan"		the plan contained in the Second Schedule to this agreement.
"Planning Permit"		the planning permission for the Development as applied for and described in the

		Application (P/2021/0647) a copy of which is attached in the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		The Girl Guide Association site, Greve d'Azette, St. Helier JE2 9PX identified by a thick black edging and hatched black on the Plan 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 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 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 OWNER COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Fourth 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 MINISERERIAL COVENANTS

The Chief Officer covenants with the Owners as set out in the Fifth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

8. MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services La Motte Street St Helier Jersey or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary or recorded post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the

Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Fourth 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.

12 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.

13. 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.

14 GOODS AND SERVICES TAX

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

14.2 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.

16 JURISDICTION

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

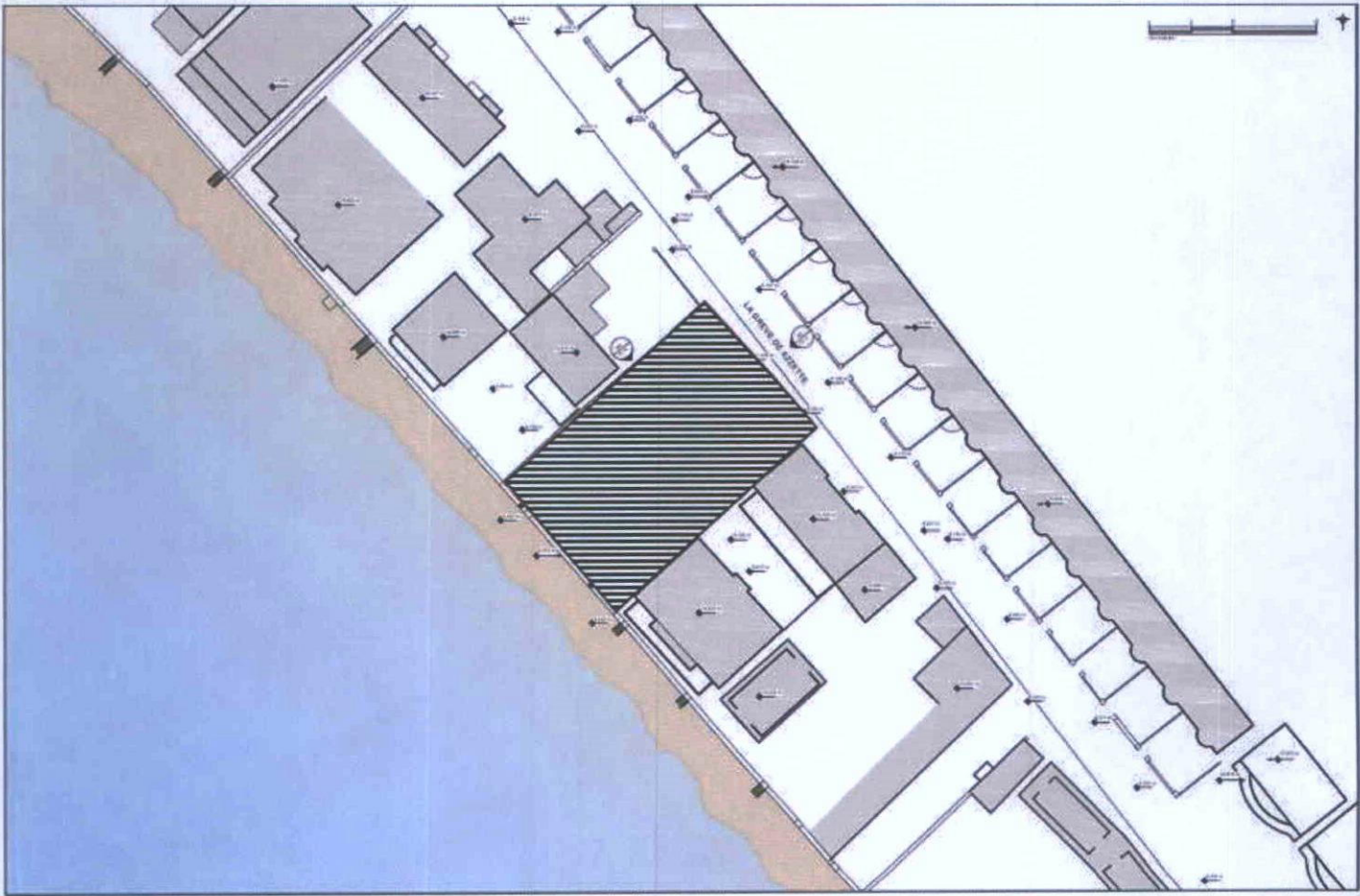
FIRST SCHEDULE**Details of the Owner's Title, and description of the Site**

The Owner is the owner of all that immovable property known as "Girl Guides Headquarters", La Grève d'Azette, St Clement, Jersey by virtue of a contract dated 13 December 1985, of hereditary gift, cession and transfer from Dame Elizabeth Chyrstie Obbard née Gauntlett.

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

SECOND SCHEDULE

The Plan



THIRD SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0647

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:

Demolish part of existing buildings. Retain Western gable roof, chimney and part of roof on the existing building. Replace rest with new build, incorporating 7 no. residential apartments with associated parking and landscaping. Form new site entrance onto La Grève d'Azette Road. AMENDED PLANS: Various alterations, including reduction in the height of the building by one storey, and reduction in the number of new apartments from 7 to 6.

To be carried out at:

Jersey Girl Guide Association, La Grève d'Azette, St Clement, JE2 6PX

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.

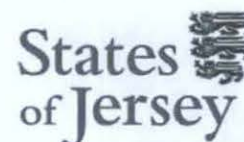
The site forms part of the Built-Up Area, and is considered to be under-utilised at present. In accordance with Policies SP 1, SP 2, GD 3, and H 6 of the Island Plan, the redevelopment of the site, increasing the scale of development, and providing new residential units, is considered to be acceptable 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 La Grève d'Azette.

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

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0647

The concerns raised by immediate neighbours are acknowledged, and they have been taken into account. However, on balance, the department 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.

The highway authority has confirmed that it is comfortable with the transport implications of the development, including highway safety in connection with the new vehicle entrance. The scheme also includes an enhanced pedestrian footpath, as well as a developer contribution towards cycling infrastructure.

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. The car parking spaces shall be retained solely for the use of occupants of the development. They shall not be used or sub-let for any other purpose.
2. Prior to the first occupation of the new development, the charging points for electric vehicles and electric bicycles shall be installed within the car park and bicycle store.
3. 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.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0647

Reason(s):

1. To restrict the use of the parking spaces, to ensure that they are not used by non-residents which would be contrary to Policy TT 11 of the adopted Island Plan 2011 (revised 2014).
2. To ensure that all of the residential units have easy access to a charging point in the future, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (revised 2014).
3. 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).

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:

PL-00 – Location Plan
 PL-01 A – Context Plan
 PL-02 A – Existing Site Plan
 PL-03 – Existing Building Layout
 PL-04 C – Proposed Site Plan
 PL-05 C – Proposed Landscape Plan
 PL-06 C – Street Entrance Plan
 PL-10 – Existing Elevation North East Road Side
 PL-11 – Existing Elevation South West Sea Side
 PL-12 – Existing Elevations South East & North West
 PL-100 E – Proposed Ground Floor Proposed First Floor
 PL-101 C – Proposed Second Floor Proposed Third Floor
 PL-110 B – Proposed Street Elevation North East Road Side
 PL-111 B – Proposed Street Elevation South West Sea Side
 PL-112 B – Proposed Elevations
 PL-113 B – Proposed Section AA & Proposed Section BB
 PL-114 A – North West Elevation with Neighbouring Wall
 PL-120 B – Daylight Analysis of the Proposal
 PL-121 B – CGIs from the Balcony of the 2-Storey Dwelling
 PL-122 B – Street Level CGI Views
 PL-123 – Sea Views Comparison
 PL-124 B – Proposed Road Front CGI Views
 PL-125 – Proposed Beach Side CGI Views

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0647

PL-130 A – Cycle Storage Specification
Design Statement: April 2021
Drainage Statement: July 2021
Ecological Survey Report: October 2020
Marketing Details
Public Art Statement: April 2021
Site Waste Management Plan: September 2020

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

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

FOURTH SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

1 Not to Commence the Development until the Owner have given to the Chief Officer fourteen (14) days' notice in writing of its intention so to do.

CYCLE PATH

2 To pay the Cycle Path Contribution to the Treasurer of the States prior to the Commencement of any part of the Development

3 Not to Commence the Development until such time as the Cycle Path Contribution has been paid to the Treasurer of the States.

FOOTWAY

4 Not to Occupy any part of the Development before the Pedestrian Footway Works Specification has been submitted to the Chief Officer for his approval (in consultation with the Infrastructure Minister) and has been approved by the Chief Officer.

5 Not to Occupy any part of the Development until the Owner has given to the Infrastructure Minister twenty-eight (28) days' notice in writing of his intention to do the Pedestrian Footway Works

6 That the Owner will at its own expense undertake the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification.

7 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Chief Officer three 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).

8 Not to Occupy or use or cause or permit to be Occupied the first Dwelling Unit until such time as the Owner has notified the Infrastructure Minister that the Owner considers that the Pedestrian Footway Strip is ready and complete for transfer other than the final tarmac wearing course (which final course shall be completed and inspected prior to transfer).

9 Within 21 days of notification of that the Pedestrian Footway Strip is ready for transfer, the Owner shall cede and transfer and the Public shall take a conveyance of the Pedestrian Footway Strip together with such interest as the Owner shall have in the party owned nib of wall nearest the public road on the Eastern boundary, free of all charges and encumbrances by contract to be passed before the Royal Court, to ensure the Public complies with Standing Orders of the States, the Owner paying the proper and

reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

FIFTH SCHEDULE

Chief Officer's Covenants

1. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner 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 he 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 years of the date of receipt by the Treasurer of the States of such payment.

SIXTH SCHEDULE Plan of Highway Works



Signed on behalf of the Chief Officer:

..... [REDACTED]

Name and Position:

in the presence of

[REDACTED]

Name and Position:

[REDACTED] (PLANNER)

this 11th day of January 2022

Signed by The Guide Association Trust Corporation:

X. [REDACTED]

in the presence of

X. [REDACTED]

Name and Position:

[REDACTED] Retired teacher

this 14th day of 12th 2021