

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-two, the twenty first day of December.

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 Grevilleminton Ventures Limited in relation to Maitland House, La Grande Route de St Clement, St Clement, JE2 6QP, 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 Maitland House ,La Grande Route de St. Clement St. Clement
JE2 6QP

Dated:

19th December

2022

The Chief Officer for the Environment (1)

Grevilleminton Ventures Limited (2)

DATE

19th December

2022

PARTIES

- (1) The Chief Officer for the Environment of PO Box 55, La Motte Street, St Helier, Jersey JE4 SPE ("**the Chief Officer**");
- (2) GrevilleMinton Ventures Limited (Co Reg 103873), whose registered office is situate at 6 Esplanade, St. Helier, JE1 1BX, Jersey ("**the Owner**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 An application (accorded the reference P/2022/0343) for planning permission for the Development has been submitted to the Chief Officer.
- 3 Having regard to the purposes of the Law the States of Jersey Island Plan 2022 (as amended from time to time) and all other material considerations, the Chief Officer is minded to approve 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 existing extension and outbuildings"

		and construct new extension to North Elevation of 2no. existing dwellings. Various internal and external alterations. Construct 3no. three bed dwellings with associated parking and landscaping. Form new vehicular access onto La Rue du Presbytere and close existing site access onto La Grande Route de Saint-Clement. 3D model available. REVISED PLANS REC'D: Reduce ridge height and footprint, omit garages and internal layouts altered to units 3, 4 & 5, reduce hardstanding, replace fences with hedging, construct 3no. car ports, omit FF terrace to unit 1, and elevational alterations" and given the reference P/2022/0343;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"		the date on 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;
"Development"		the development of the Site as set out in the Application;
"GST"		goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007;
"Index"		the all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;

"Island Plan 2022"	the States of Jersey Island Plan, 2022 (as may be (adopted on 25 th March 2022) amended from time to time);
"Index-Linked"	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;
"Interest"	interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
"Law"	the Planning and Building (Jersey) Law 2002;
"Pedestrian Improvement Contribution"	a financial contribution [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] towards the provision and enhancement of public walking and cycling infrastructure at the junction of La Grande Route de St. Clément and La Rue du Presbytère;
"Plan"	the plan of the Site annexed to this Agreement as part of the First Schedule;
"Planning Permit"	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;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	Maitland House ,La Grande Route de St. Clément St. Clément JE2 6QP as shown hatched black on the Plan and described in

	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 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 Director - Development Control of Planning at Planning and Building Services, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE 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.

FIRST SCHEDULE

Details of the Owner's Title and description of the Site

A certain property known as Maitland House acquired by the Owner from Christopher James Heyworth Nelson by contract of hereditary purchase dated 24 December 2021.

The whole situate in the Parish of St Clement, Vingtaine du Rocquier.

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

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0343

DRAFT PLANNING PERMISSION

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 existing extension and outbuildings and construct new extension to North Elevation of 2no. existing dwellings. Various internal and external alterations. Construct 3no. three bed dwellings with associated parking and landscaping. Form new vehicular access onto La Rue du Presbytere and close existing site access onto La Grande Route de Saint-Clement. 3D model available. REVISED PLANS REC'D: Reduce ridge height and footprint, omit garages and internal layouts altered to units 3, 4 & 5, reduce hardstanding, replace fences with hedging, construct 3no. car ports, omit FF terrace to unit 1, and elevational alterations.

To be carried out at:

Maitland House, La Grande Route de St. Clement, St. Clement, JE2 6QP.

Permission has been granted having taken into account the relevant policies of the Bridging Island Plan dated March 2022, the relevant policies and all other material considerations, including the consultations and representations received. The development is acceptable.

It is considered that the proposed development has been well-designed, with a scale, form, and use of materials which is appropriate for the area and that the impact on neighbouring amenity would not be unreasonable.

Notably, the relationship with the surrounding neighbours has been specifically considered in relation to the potential loss of privacy associated with proposed first floor living areas. Amended plans have

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0313

been submitted altering the internal layout ensuring that the main living spaces are to the ground floor, hence, it is considered that the proposal will not result in unreasonable harm to the amenities of neighbours.

Further comments received in respect of the proposal, namely that it reflects an overdevelopment of the site, negative impact to the streetscape, loss of gardens with infill buildings, 2.5 storey height of the properties not being comparable to the surrounding properties, and the increased use of Rue Du Presbytere, have been assessed, however, the provision of new housing in a sustainable location within a built-up area is considered acceptable.

It is noted that all run-off from the proposal will be drained to soakaway. Although proposals for on-site disposal of surface water are administered by Building Control, it is strongly recommended that soakaways should be designed to accommodate a 1:100 year return period event plus a 30% allowance for climate change and a further 10% to allow for urban creep. Calculations are also recommended to demonstrate that any soakaway is half empty in 24 hours for a 1:10 year return period event.

This application is the subject of a planning obligations agreement.

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 the new access and its visibility splay, as indicated on the approved plan, has been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
2. No part of the development hereby approved shall be occupied until the internal access road, vehicular manoeuvring area, and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0343

occupants of the development and their visitors.

3. The measures outlined in the approved Species Protection Plan (ref. NE/ES/MH.02, 20th June 2022, Nurture Ecology) together with the submitted landscaping scheme, 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. Prior to the commencement of the development a detailed Site Waste Management Plan, which details the methods to reduce, recycle and re-use construction and demolition waste, shall be submitted to and approved in writing by the Chief Officer. The Plan shall assess, quantify and propose a method for each material identified. It will also include any proposed temporary stockpiling, the location of disposal sites, details of waste transfer vehicle sites, frequency and timing of trips and routes to and from disposal sites. Thereafter, the Site Waste Management Plan shall be maintained as a living document and waste management shall be implemented in full accordance with the approved Waste Management Strategy.

5. No part of the development hereby permitted shall be begun until a Demolition/Construction Environmental Management Plan has been submitted to and approved in writing by the Chief Officer. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:

- A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
- B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
- C. Details of any proposed crushing/sorting of waste material on site;
- D. Specified hours of working (including deliveries)

6. Prior to commencement of the construction of the dwellings hereby approved details shall be submitted to demonstrate that the development will outperform the target energy rate (i.e. the minimum energy performance requirement for new buildings established by the Building bye-laws) by 20%, either by using the existing Jersey Standard Assessment Procedure (JSAP) calculator or Simplified Building Energy Model (SBEM) tool.

7. No part of the development hereby approved shall be occupied until details of electric car charging facilities have been submitted to and approved in writing by the Chief Officer. The approved details shall be wholly installed in accordance with the approved plans. The facilities shall thereafter be retained

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0343

solely for the use of occupants of the development.

8. Prior to first occupation of the development, the approved landscape scheme shall be implemented in full and shall thereafter be retained and maintained as such.

9. Prior to their first use on site, confirmation of all external materials to be used, including the windows, shall be submitted to, and approved in writing by, the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such.

Reason(s):

1. In the interests of safe and inclusive travel, in accordance with policy GD1 and TT1 of the Adopted Bridging Island Plan 2022.

2. To ensure that the development provides adequate provision for off-street parking, manoeuvring for users of the site and in the interests of safe and inclusive travel, in accordance with policies TT1 and TT4 of the Adopted Bridging Island Plan 2022.

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

4. To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are re-used and recycled, so that the amount of waste to be transported is minimised, in accordance with policy WER1 of the Adopted Bridging Island Plan 2022.

5. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Adopted Bridging Island Plan 2022.

6. To accord with the requirements of Policy ME1 of the Adopted Bridging Island Plan 2022.

7. To ensure that the development adequately promotes active travel in accordance with policy TT2 of the Adopted Bridging Island Plan 2022.

8. In the interest of the amenity of the area, the natural environment and to ensure precise landscape details serve to protect the amenities of neighbouring uses in accordance with the requirements of policies SP4, SP5, GD1, NE1, NE2 and NE3 of the Adopted Bridging Island Plan 2022.

9. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Adopted Bridging Island Plan 2022.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0343

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:

- D01 Location Plan
- 001 Proposed Site Plan REV P2
- 002 Houses 1 & 2 - Proposed Ground, 1st & 2nd Floor Plans REV P2
- 003 House 3 - Proposed Ground, 1st and 2nd Floor Plans REV P2
- 004 House 4 - Proposed Ground, 1st and 2nd Floor Plans REV P2
- 005 House 5 - Proposed Ground, 1st and 2nd Floor Plans
- 010 Proposed Street Elevation - South REV P2
- 011 Proposed Street Elevation - East REV P2
- 012 Proposed Street Elevation - North
- 013 Internal Site Elevation Looking South
- 014 Internal Site Elevation Looking North
- 020 House 1 and 2 - Proposed Sections
- 040 Landscape Plan REV P2
- 041 Site Plan indicating proposed pedestrian improvement works

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

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 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 Pedestrian Improvement Contribution not more than twenty-eight (28) days prior to the Commencement of the Development.
- 3 Not to Commence the Development until the Pedestrian Improvement Contribution shall have 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 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 ..

in the presence of

this 19th day of December 2022

Signed on behalf of Grevilleminton Ventures Limited

by ..

in the presence of

this 9th day of December 2022