


In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the twentieth 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, Hugo Charles Jacques and Deborah Jayne Jacques, née Rentsch and HSBC Bank Plc in relation to Noirmont, La Rue à Don, Grouville, 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 Noirmont, La Rue a Don, Grouville JE3 9GB

Dated

20th December

2018

The Chief Officer for the Environment (1)

Hugo Charles Jacques and Deborah Jayne Jacques, nee Rentsch (2)

HSBC Bank Plc (3)

DATE

2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Heller, Jersey JE2 4US ("**the Chief Officer**");
- (2) Hugo Charles Jacques and Deborah Jayne Jacques, née Rentsch ("**the Owners**") of Noirmont, La Rue a Don, Grouville JE3 9GB
- (3) HSBC Bank Plc acting through its office at 2nd Floor, 4 Hardman Square, Spinningfields, Manchester, M3 3EB ("**the Lender**")

RECITALS

- 1 The Owners warrant that by right under hereditary contract of purchase passed on 24 February 2012 from Philip Henry Myers and Helen Elizabeth Myers née Perchard they are the owners in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) dated 24 February 2012 and a judicial hypothec (*hypothèque judiciaire*) dated 3 February 2017.
- 3 The Owners submitted the Application (accorded the reference P/2018/0719) for planning permission for the Development.
- 4 Having regard to the purposes of the Law the Island Plan 2011 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 to secure the preclusion of the construction of the integral separate unit approved on 11 December 2012 (ref: P/2012/1153).
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Agreement"	this agreement including the recitals and

		schedules hereto;
"Application"		the application for planning permission in respect of the Site and described as "Convert part of existing dwelling into 1 No. one bed residential unit. Various external alterations." and given the reference P/2018/0719;
"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;
"Existing Consent"	Planning	Means planning permission granted on 11 December 2012 under reference P/2012/1153 for "Alterations to dwelling. Sub-divide dwelling to create additional dwelling. Erect double garage with undercroft to south of dwelling. Replace 3 No. existing dormer windows in South elevation with 3 No. gabled dormer windows. Replace 2 No. sash windows with patio doors on East elevation. Insert rooflights to North, East and West elevations. AMENDED PLANS:Alterations to dwelling. Sub-divide dwelling to create additional dwelling. Omit proposed garage to south of dwelling. Replace 3 No. existing dormer windows in South elevation with 3 No. gabled dormer windows. Replace 1 No. sash window with a door on East elevation. Insert rooflights to North, East and West elevations. Remove render."

"Development"	the development of the Site as set out in the Application;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Plan"	the plan of the Site attached at the First Schedule to this Agreement;
"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Appeal, a copy of which is attached at the Second 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"	Noirmont, La Rue a Don, Grouville JE3 9GB as shown for the purpose of identification edged by a red line on the Plan;

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 Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

4 CONDITIONALITY

This Agreement 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 OWNERS COVENANTS

- 5.1 The Owners covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.
- 5.2 The Owners hereby surrender and relinquish without claiming any compensation any undischarged rights conferred by the Existing Planning Consent which shall be deemed to be revoked by this Agreement.

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 Owners 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 South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing
- 7.2 Any notices on the Owners 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 Owners) 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.
 - 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 Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law
 - 7.8 Nothing contained herein shall be construed as obviating the need for the Owners 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.
 - 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 Owners as contained herein.
 - 7.10 The Owners 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 Owners agree 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 its interest in the Site occurring before all the obligations under this Agreement have been discharged.

10 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owners.

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 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 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.

13 JURISDICTION

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

FIRST SCHEDULE

The Plan



R.B.E.C. / CROWN COPYRIGHT RESERVED
LICENCE No. J39

GODEL ARCHITECTS		Client	Job Title		Drawing	
101 Grande Rue 10 Rue de la Vierge 51000 Noirmont 03 30 23 30 30 www.godelarchitects.com info@godelarchitects.com		Mr & Mrs. Jacques	Noirmont, Grosville		Location Plan	
Drawn	Checked by	Scale @ A4	R.B.E.C. / CROWN COPYRIGHT RESERVED LICENCE No. J39			
Job No 1107	FE [FO1]	Rev 0				
Date	Date					
Nov 2018	Nov 2018					

SECOND SCHEDULE

The Planning Permit

Draft Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0719

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:

Convert part of existing dwelling into 1 No. one bed residential unit. Various external alterations.

To be carried out at:

Noirmont, La Rue a Don, Grouville, JE3 9GB.

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.

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.

APPROVED

Draft Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0719

Condition(s):

1. Prior to commencement of the development hereby approved, details in respect of the following matters shall be submitted to and approved in writing by the Department of the Environment. These works shall thereafter be carried out in full in accordance with such approved details:

- A. Full joinery details for the greenhouse construction.
- B. A full schedule of external materials.

Reason(s):

1. These details are not included in the application and are required to be submitted and agreed by the Department of the Environment to ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place, in accordance with Policies SP4, HE1, HE2, HE5 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:

- Location Plan
- Proposed Floor Plans / Site Plan 107
- Proposed Elevations and Indicative Views 104A
- Proposed Window Detail 105

DECISION DATE:

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0719

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 Owners Covenants with the Chief Officer

The Owners covenant, agree and undertake:

COMMENCEMENT

- 1 Not to Commence the Development until the Owners have given to the Chief Officer not less than fourteen (14) days' notice in writing of their intention so to do.

PLANNING PERMISSION P/2018/0719

- 2 Not to take any action to implement or to further implement the Existing Planning Consent in all or any regard in respect of the Site (including each and every part thereof)
- 3 Not to object to or seek or claim or take any action to obtain any compensation as a result of this Agreement, any deemed revocation or any future revocation order under the Law in respect of the Existing Planning Consent.

Signed on behalf of the Chief Officer:

[Redacted Signature]

Name and Position: *PETER LE GRESLEY (DIRECTOR)*

in the presence of

[Redacted Signature]

Name and Position: *REBECCA HAMPTON (PLANNING OFFICER)*

this *20th* day of *December* 2018

Signed by Hugo Charles Jacques

[Redacted Signature]

in the presence of

[Redacted Signature]

Natalie G Harris
Solicitor
Voisin
37 Esplanade
St Helier
Jersey JE1 1AW
+44 (0)1534 500373

Name and Position:

this *4th* day of *December* 2018

Signed by Deborah Jayne Jacques, née Rentsch

[Redacted Signature]

in the presence of

[Redacted Signature]

Natalie G Harris
Solicitor
Voisin
37 Esplanade
St Helier
Jersey JE1 1AW
+44 (0)1534 500373

Name and Position:

this *4th* day of *December* 2018

Signed on behalf of HSBC Bank Plc



By

Attorney

Advocate Katharine Jane Marshall
Ogier
44 Esplanade
St Helier
Jersey
Channel Islands
JE4 9WG

in the presence of



Name and Position

Emily Mallard - Paralegal

this *14* day of *December* 2018