

**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002**

relating to the development of Pont Rose Farm, Le Pont du Val,
St Brelade, Jersey

Dated 27th May 2020

The Chief Officer for the Environment (1)

David Jeffreys Williams (2)

DATE

27th May

2020

PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**");
- (2) David Jeffreys Williams, Surville Manor, La Ruelle Pinel, St. Helier ("**the Owner**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site under one hereditary contract of purchase from Kevin Thomas Gallagher and Sandra Christina Gallagher, née Knighton dated 23rd February 2018.
- 2 The Owner submitted an application (accorded the reference P/2019/0524) for planning permission for the Development.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development 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 19 December 2019 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 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 "Demolish various extensions to North elevation of Pont Rose Farm. Construct extensions to North and East. Convert units 3 and 4 to form 1 No. three bed dwelling, various external alterations to include replace windows and dormers, remove render, construct carport and bin store to North. Construct garages to the South, form driveway and create vehicular access onto Pont du Val. Convert bake house to garden store. Demolish sheds and construct 2 No. two bed self-catering accommodation. Alter vehicular access and alterations to slipway onto la Rue des Sauvalleries. REVIEW REQUEST of refusal of planning permission." and given the reference P/2019/0524.
"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;
"Development"	the development of the Site as set out in the Planning Permit;
"Footway Build Out Works"	the construction of a footway build out (comprising of cobbled footway and with low level curb edging and bollards) at the junction of Pont du Val and La Rue des Sauvalleries – as indicated in the approved plan 1144 01 rev C – proposed site plan A1 (as attached as the Fifth Schedule).
"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 construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"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 Application, a copy of which is attached at the Second Schedule which said permission is granted 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"	Pont Rose Farm, as shown cross hatched 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 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 the provisions of Clauses 10, 11 and 13 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 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 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner 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 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 PO Box 228, St Helier Jersey JE4 9SS 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 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 ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

11 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.

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.

15 JURISDICTION

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

FIRST SCHEDULE

The Plan



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0524

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 various extensions to North elevation of Pont Rose Farm. Construct extensions to North and East. Convert units 3 and 4 to form 1 No. three bed dwelling, various external alterations to include replace windows and dormers, remove render, construct carport and bin store to North. Construct garages to the South, form driveway and create vehicular access onto Pont du Val. Convert bake house to garden store. Demolish sheds and construct 2 No. two bed self-catering accommodation. Alter vehicular access and alterations to slipway onto la Rue des Sauvaueries. REVIEW REQUEST of refusal of planning permission.

To be carried out at:

Pont Rose Farm, Le Pont du Val, St Brelade, JE3 8JP

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 Committee acknowledges that the construction of two new units of tourism accommodation is not strictly within the provisions of Green Zone policy. However, in the Committee's view, the wider benefits of the scheme (which include improvements to the historic Listed buildings, as well as ecological enhancements across the site) provide sufficient justification for the application to be approved. This takes into account the requirements of the Island Plan as a whole.

This permission is granted subject to compliance with the following conditions and approved plan(s):

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0524

- 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. Prior to commencement of the relevant phase of the development hereby approved, details in respect of the following matters shall be submitted to, and approved in writing by, the Development Control section of Growth, Housing and Environment. Thereafter, these works shall be carried out in full in accordance with such approved details:
 - a) Full joinery details of all new external doors and existing historic windows being retained and adapted. For the avoidance of doubt, existing windows to be retained should remain single-glazed, with secondary glazing being fitted as appropriate;
 - b) Detailed section drawings of all new dormer windows;
 - c) Details of any new construction relating to the thermal upgrade of the existing buildings;
 - d) A full schedule of all external materials (including landscaping materials);
 - e) A full repair schedule relating to the bake-house, lavoir, abreuvoir, and fontaine.
2. The applicant's attention is drawn to the comments made by the Natural Environment Team (NET) in its consultation response dated 24/05/19 in response to the ecological survey work provided. Notwithstanding the indications within the approved plans and other documents, prior to the commencement of the development, further details (which satisfactorily address these comments) are required to be submitted to, and agreed in writing by, the Development Control Section of Growth, Housing and Environment.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0524

Reason(s):

1. 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 SP 4, and HE 1 of the adopted Island Plan 2011 (Revised 2014).
2. To ensure the protection of all protected species in accordance with Policies 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:

1144 E01 – Location Plan
1144 E02 – Existing Site Plan
1144 E03 – Existing Accommodation
1144 E04 – Existing Farm House Floor Plans
1144 E05 – Existing Farm House Elevations
1144 E06 – Existing Bakehouse and Tractor Shed
1144 E07 – Photos of the Existing Sheet 1
1144 E08 – Photos of the Existing Sheet 2
1144 E09 – Existing Window Reference Key (Plans)
1144 E10 – Existing Window & Door Reference Key (Elevations)
1144 01 C – Proposed Site Plan – A1
1144 02 A – Proposed Farm House Floor Plans
1144 03 – Proposed Farm House Elevations
1144 04 B – Cottages Proposed Plans
1144 05 – Cottages Proposed Elevations
1144 06 – Carport, Bakehouse and Garages Proposed Elevations
1144 07 – Carport, Bakehouse and Garages Proposed Plans
1144 08 – Proposed Sash Window Detail
1144 09 – Proposed Casement Window Detail
1144 10 – Proposed Landscaping Improvements to Adjacent Meadow
Brief History & Heritage Impact Statement for Proposed Alterations
Design Statement
Preliminary Ecological Appraisal, Preliminary Bat Roost Assessment Survey,
and bat emergence/re-entrance surveys

DECISION DATE:

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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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

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APPROVED

THIRD 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 has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

FOOTWAY BUILD OUT WORKS

- 2 No unit at the Site shall be occupied until such time as the Footway Build Out Works have been completed to the satisfaction of GHE Transport and the Parish of St Brelade.

FOURTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, to 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

Plan of Footway Build out Works



.....
Name and Position:.....PETER LE GRESLEY

in the presence of
.....

Name and Position:.....CHRISTOPHER JONES - SENIOR PLANNING
this 27th day of May 2020 OFFICER

Signed on behalf of the Owner
.....

Name and Position:.....MANAGEMENT
in the presence of

.....
Name and Position:.....DAVID WILLIAMS OWNER.
this 31st day of May 2020