

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and seventeen, 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 and Andium Homes Limited in relation to Rymura, 3 Springfield Road, St Helier, 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 Rymura, 3 Springfield Road, St Helier

Dated 19<sup>th</sup> December 2017

The Chief Officer for the Environment(1)

Andium Homes Limited (2)

DATE

2017

**PARTIES**

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ ("the Owner")

**RECITALS**

- 1 The Owner warrants that by virtue of a hereditary contract of sale cession and transfer dated 31 March 2017 between it and JAJ Properties Limited it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owner submitted an application (accorded the reference P/2016/1566) 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 21 September 2017 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**

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## 1 DEFINITIONS

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

<b>"Chief Officer"</b>		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.
<b>"Commencement"</b>		the date on which any operation (but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works) 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.
<b>"Development"</b>		the development of the Site in accordance with the Planning Permit.
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit.
<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002.

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<b>“Minister for Infrastructure”</b>		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time
<b>“Occupation” “Occupy” and “Occupied”</b>		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
<b>“Pedestrian Footway Works”</b>		all works necessary to create a pedestrian footway with kerb alterations on that part of the Site that is adjacent to Trinity Road and Springfield Road and shown for the purpose of identification only hatched red on drawing number 500.
<b>“Pedestrian Footway Works Specification”</b>		a specification for the carrying out of the Pedestrian Footway Works.
<b>"Plan"</b>		the plan contained in the Second Schedule to this agreement.
<b>“Planning Application”</b>		the application for planning permission in respect of the Site and described as <i>“Demolish 1 No. dwelling. Construct 5 No. three bed dwellings with parking and terraces. 3D Model Available. AMENDED PLANS: Demolition of existing commercial unit and creation of</i>

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		<i>additional 2-storey, 2-bedroom dwelling in its place. FURTHER AMENDED PLANS: Omit proposed dwelling. Create additional area for parking / turning, area and communal outdoor amenity” and given the reference P/2016/1566.</i>
<b>"Planning Permit"</b>		the planning permission for the Development as applied for and described in the Planning Application a copy of which is attached in the Third Schedule.
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey.
<b>"Site"</b>		The former Robin Hood site, comprising 4 Trinity Road, 2 Trinity Road, 1, 2 and 3 Springfield Road and 4A Trinity Road, St Helier identified by a thick black edging and hatched black on the Plan (and more fully 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

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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.
- 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 Owner.

### **4 EFFECTIVE DATE**

This Agreement shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

### **5 OWNERS 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 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.

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## **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 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 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 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

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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 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.
- 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 its interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal by the Owner of each Dwelling Unit to a purchaser for his own or his family or his tenant's Occupation.

## **10 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.

## **11 GOODS AND SERVICES TAX**

- 11.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 11.2 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.

## **12 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 former Robin Hood site, comprising 4 Trinity Road, 2 Trinity Road, 1, 2 and 3 Springfield Road and 4A Trinity Road, St Helier to which the Owner is entitled by hereditary purchase dated the 31st March 2017 from JAJ Properties Limited.

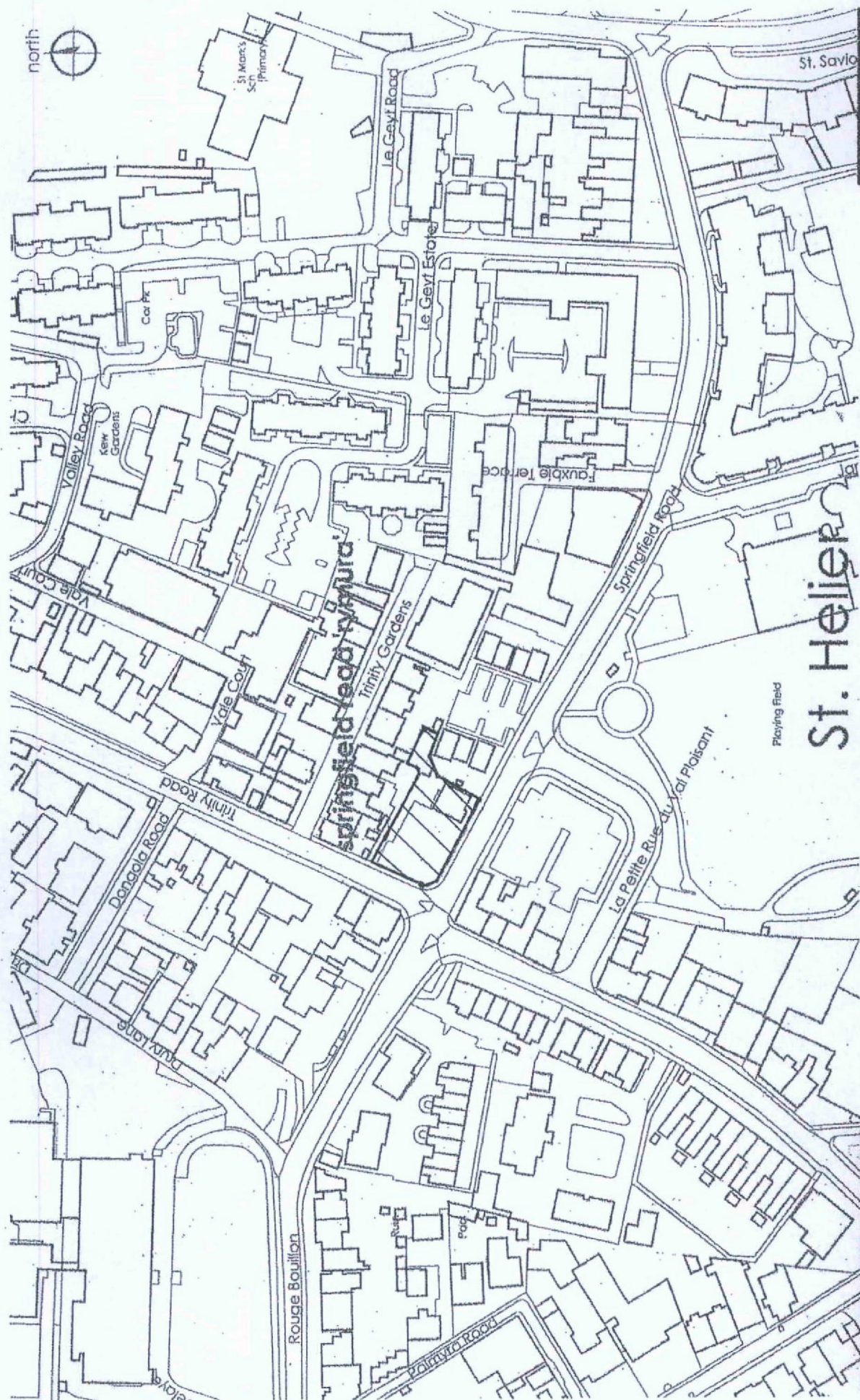
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## SECOND SCHEDULE

### **The Plan**

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**Tymura** - Springfield road, shelter - scale 1:2500

**THE UNIVERSITY OF CHICAGO**



## THIRD SCHEDULE

### **The Planning Permit**

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Department of the Environment  
**Planning and Building Services**  
South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508



Mr Eddie Caldeira  
Design Plus Limited  
The Studio  
13 – 15 Don Street  
St Helier, JE2 4TQ

Planning Application Number P/2016/1566

Dear Sir/Madam

<b>Application Address:</b>	Rymura, 3 Springfield Road, St Helier, JE2 4LE
<b>Description of Work:</b>	Demolish 1 No. dwelling. Construct 5 No. three bed dwellings with parking and terraces. 3D Model Available. AMENDED PLANS: Demolition of existing commercial unit and creation of additional 2-storey, 2-bedroom dwelling in its place. FURTHER AMENDED PLANS: Omit proposed dwelling. Create additional area for parking / turning, area and communal outdoor amenity.

Please find enclosed the decision notice for the above application.

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 please 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. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at [www.gov.je](http://www.gov.je).

Yours faithfully

Lawrence Davies  
Planner, Development Control  
Planning Services, South Hill, St. Helier, Jersey, JE2 4US  
direct dial: +44 (0) 1534 448472  
fax: +44 (0) 1534 445528  
email: [l.davies@gov.je](mailto:l.davies@gov.je)



Planning Application Number P/2016/1566

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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 1 No. dwelling. Construct 5 No. three bed dwellings with parking and terraces. 3D Model Available. AMENDED PLANS: Demolition of existing commercial unit and creation of additional 2-storey, 2-bedroom dwelling in its place. FURTHER AMENDED PLANS: Omit proposed dwelling. Create additional area for parking / turning, area and communal outdoor amenity.

To be carried out at:

Rymura, 3 Springfield Road, St Helier, JE2 4LE

**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 approved scheme is for the construction of a terrace of five new dwellings in a sustainable urban location. This is considered to be a well-designed proposal which makes good use of a derelict site.

It is acknowledged that the application has led to the submission of objections from nearby residents; these comments have been carefully considered as part of the assessment.

However, the Committee is satisfied that, owing to the overall design and layout of the scheme (including the scale of the building and its distance from neighbours), the development will not unreasonably harm the amenities of



existing residents.

Accordingly, the application is considered to be compliant with key policies of the Island Plan, including in particular SP 1 (Spatial Strategy), GD 1 (General Development Considerations), GD 3 (Density of Development), and H 6 (Housing Development within the Built-Up Area).

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. Prior to the commencement of development, written confirmation that the refuse storage and collection arrangements have been agreed to the satisfaction of the Parish of St Helier, including a refuse separation and recycling strategy, is to be submitted to the Department of the Environment, to be thereafter implemented in full prior to first occupation and maintained in perpetuity thereafter.
2. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Department of the Environment. Precise details relating to the exact form which the contribution will take, must be submitted and approved, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
3. Prior to the commencement of development, precise details of a 1.8m privacy screen to be erected along the northern boundary of the new first floor terraces, shall be submitted to and approved in writing by the Department of the Environment. Such details as are approved shall be implemented prior to the terraces being brought into use, and maintained in place thereafter at all times.

**Reason(s):**

1. In the interests of providing adequate service infrastructure in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
2. In accord with the provisions of Policy GD 8 of the Adopted Island Plan 2011 (Revised 2014).

3. To safeguard the amenities and privacy of the occupants of neighbouring properties to the north, in accordance with Policy GD 1 of the Jersey Island Plan 2011 (Revised 2014).

**FOR YOUR INFORMATION**

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

The following plan(s) has/have been approved:

DP1638 100 01 – Location Plan  
DP1638 101 01 – Existing Site Survey  
DP1638 102 04 – Proposed Site Plan  
DP1638 103 04 – Proposed Plans  
DP1638 104 04 – Proposed Plans  
DP1638 105 04 – Proposed Elevations / Section  
DP1638 106 04 – Proposed Section  
DP1638 107 04 – Proposed Elevations  
Design Statement  
Percentage for Art Statement  
Waste Management Statement

DECISION DATE: xx/xx/xxxx

The development may also require building permission, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407.



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

**FOOTWAY WORKS**

- 2 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Chief Officer for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Chief Officer.
- 3 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the Minister for Infrastructure twenty-eight (28) days' notice in writing of his intention so to do.
- 4 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.
- 5 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 requires acting reasonably) and other information reasonably required by the Chief Officer plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).
- 6 Not to Occupy or cause or permit to be Occupied the Development until such time as the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure).

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- 7 That on completion of the Pedestrian Footway Works to notify the Minister for Infrastructure that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer.
- 8 Within 14 days of notification of completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the pedestrian footway as shown on plan number 500 free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).



Signed on behalf of the Chief Officer

by ...

P. LE GREGLEY..

in the presence of

L S DAVIES

this 19<sup>th</sup> day of December 2017

Signed on behalf of Andium Homes Limited

by .

Law. K. Gauseman

in the presence of

Nike Porter

this 15<sup>th</sup> day of December 2017

