

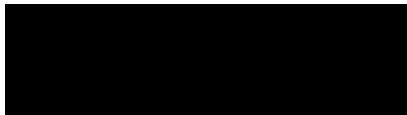
In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the seventh day of January.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Durrell Wildlife Conservation Trust in relation to Durrell Wildlife Conservation Trust, La Profonde Rue, Trinity, Jersey 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 a charity shop Durrell Wildlife Conservation Trust, La
Profonde Rue, Trinity, Jersey

Dated:

20 *NOVEMBER*

2018

The Chief Officer for the Environment (1)

Durrell Wildlife Conservation Trust (2)

8625043.3

DATE 10 December 2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer"); and
- (2) Durrell Wildlife Conservation Trust of La Profonde Rue, Trinity, Jersey ("the Owner").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Application for planning permission for the Development has been submitted for and on behalf of the Owner.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 19 September 2018 resolved to approve the grant of planning permission with respect to the Application 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 part of the Site and described as: "Construct single storey building for charity shop on existing overflow car park. Install bike racks, bus shelter and fencing" and given the reference P/2018/0257;
"Charity Shop"		the retail unit shown on Drawing 5038/17 P4 forming part of the Development
"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 any one of the Planning Permits or any subsequent planning permission for the Development begins to be carried out;
"Development"		the development of part of the Site as set out in the Application
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Infrastructure Minister"		the Minister for Infrastructure of the States of

		Jersey which expression includes any person or body to whom the functions of Infrastructure Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated;
"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 Permits 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 extracted from the Jersey Digital Map annexed to this Agreement as part of the First Schedule;
"Planning Committee"		the body exercising functions conferred under Article 9A of the Law;
"Planning Permits"		the planning permission for the Development with reference P/2018/0257, a copy of which are attached at the Second Schedule;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		the property of the Owner known as Durrell Wildlife Conservation Trust, La Profunde Rue, Trinity, Jersey as shown for the purpose of identification only hatched on the Plan and as is more fully described in the First Schedule and upon which the Owner is to procure the carrying out of the Development;

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 or the Infrastructure Minister the successors to their respective 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:

- (i) the grant of the Planning Permits; and
- (ii) Commencement of the Development by the implementation of any one of the Planning Permits

save for the provisions of Clauses 13 (jurisdiction) and Schedule 3 Paragraph 1 which shall come into effect immediately upon completion of this Agreement.

5 THE 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 CHIEF OFFICER'S COVENANTS

The Chief Officer covenants with the Owner as set out in the Sixth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control 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.
- 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 all the Planning Permits 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 Permits) 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 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.

12 GOODS AND SERVICES TAX

- 12.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 12.2 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**Details of the Owner's Title and description of the Site**

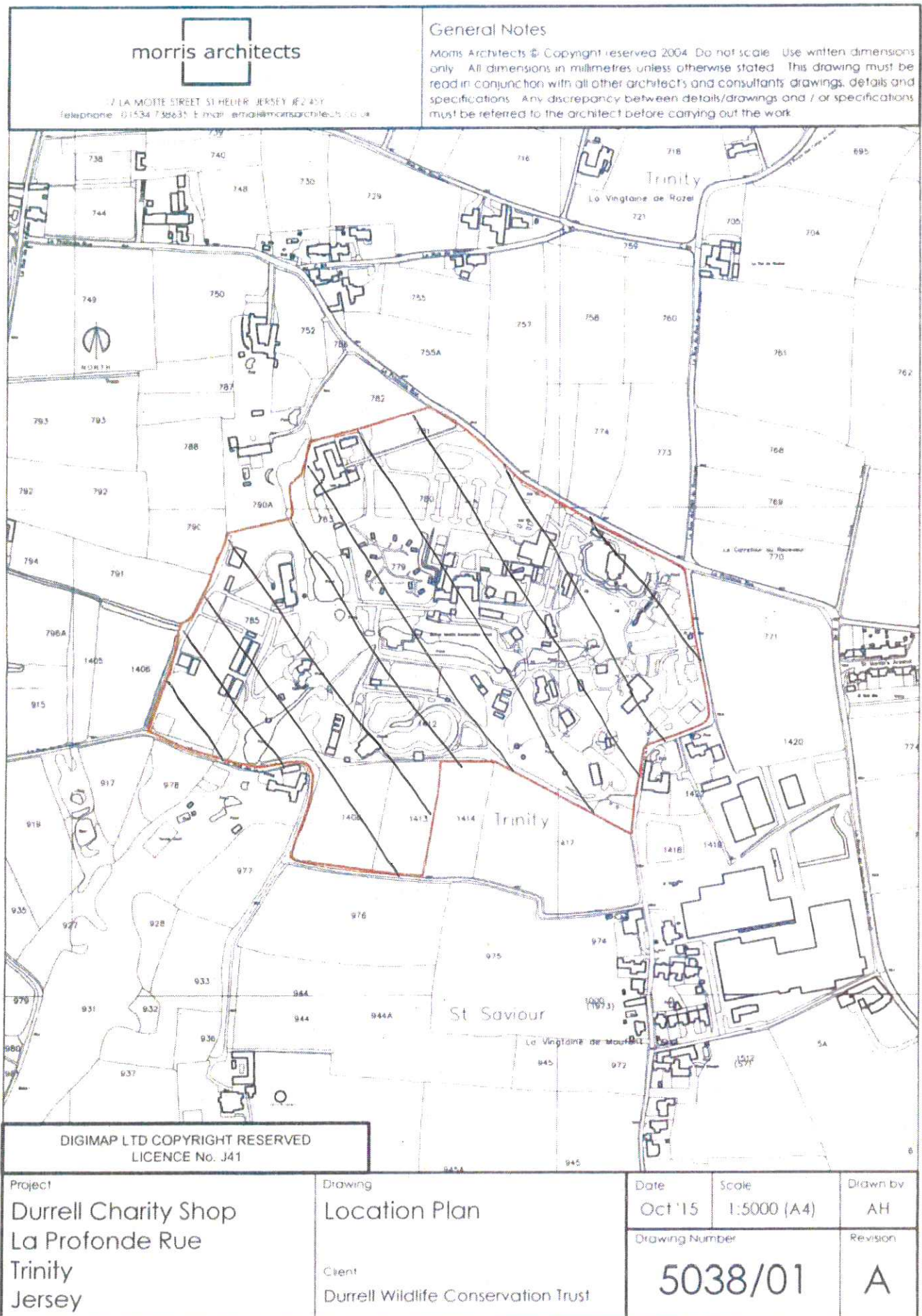
All the immovable property collectively known as Durrell Wildlife Conservation Trust, La Profunde Rue, Trinity to which the Owner has right pursuant to the following contracts:-

contract dated 2nd April 1971 from Angus Hugh Fraser;

contract dated 30th November 1979 from Lennard Alfred du Feu

contract dated 25 January 2008 from Muriel Isabel Renouf nee Queree

as the same is shown for the purpose of identification only hatched on the Plan.



SECOND SCHEDULE

The Planning Permit

P/2018/0257

8625043.3

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0257

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:

Construct single storey building for charity shop on existing overflow car park. Install bike racks, shelter and fencing (3m model available).

To be carried out at:

Durrell Wildlife Conservation Trust, La Houfonde Rue, Trinity, JE3 5BP.

REASONS 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.

It is considered that the grant of permission as a suitable exception to the Island Plan 2014 (Revised 2014) is justified in this instance having regard to all the circumstances of the case. In particular it is recognised that the Conservation Trust is a key Jersey institution which is vital to the Island's tourism and leisure infrastructure. The development is required to help the Trust continue operating, which otherwise receives no revenue funding from the government.

Given these circumstances, and with particular reference to the vital work of the Trust in saving the planet's endangered wildlife species on an internationally recognised spectrum, the Committee was able on this occasion to set aside the strong presumption against development in the Green Zone.

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APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0257

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 cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
2. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall thereafter be retained and no visual obstruction of any height in excess of 900mm shall be erected within them.
3. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be occupied until a Green Travel Plan to cover not less than 10 years from the date of first occupation has been submitted to and approved in writing by the Department of the Environment. The development shall not be occupied until a Green Travel co-ordinator has been appointed and the details forwarded to the Department of the Environment. The details of any subsequent appointees shall also be forwarded without undue delay. The approved Green Travel Plan shall be implemented in full over the period covered.
4. No part of the development hereby approved shall be occupied until the bus shelter as indicated on the approved plan has been wholly constructed in accordance with the approved plans. Final details of the exact siting, size and height of the bus shelter shall be submitted to and approved by the Department of the Environment. The facilities shall thereafter be retained and maintained as such.
5. No part of the development hereby approved shall be occupied until all

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0257

hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.

6. Prior to their first use on site, samples/full details of all external materials to be used (including any hard landscaping materials and fencing) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.

Reason(s):

1. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
2. In the interests of highway safety, in accordance with Policy 101 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011 (Revised 2014).
4. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site, in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
6. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 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 Site Plan 17 P4

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APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0257

- Proposed Floor Plan 18 P3
- Proposed Elevations and Section Sheet 01 20 P4
- Proposed Elevations and Section Sheet 02 21
- Proposed Perspective View 22
- Proposed Landscape Plan 25
- Design Statement / Master Plan
- Visibility Splay Plan
- Bus shelter Design Document

DECISION DATE:

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/planning/building

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 in regard to the part of the Site upon which the Development is to be constructed covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

CHARITABLE USE

- 2 To ensure that the Charity Shop shall not be used or occupied or permitted to be used or occupied otherwise than in conjunction with and ancillary to the Durrell Wildlife Conservation Trust.
- 3 The Charity Shop, in whole or in part, shall not be sold let alienated or otherwise disposed of separately from the Site.
- 4 The Charity Shop shall be used solely for the charitable fundraising activities of the Durrell Wildlife Conservation Trust (Jersey Charity Number 1).

FOUR SCHEDULE**Chief Officer's Covenants**

3. The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permits as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidence by an Act of the said Court.

Signed on behalf of the Chief Officer

by [redacted] (PETER LE GREYLEY)

in the presence of 3rd January 2019

[redacted] (Jonathan...)

this 3rd day of January 2019

Signed on behalf of the Durrell Wildlife Conservation Trust

by [redacted]

in the presence of [redacted]

this 20th day of December 2018