

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-five, the sixth day of February.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for the Environment, SAM Developments (Jersey) Limited, SLH Finance Limited and Structura Lending Limited in relation to a land parcel at the rear of Royal Bank Court, College Hill, 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 Land parcel at the rear of Royal Bank Court, College Hill, St Helier

Dated *4th February* 2025

The Minister for the Environment (1)

SAM Developments (Jersey) Limited (2)

SLH Finance Limited (3)

Structura Lending Limited (4)

DATE

2025

PARTIES

1. The Minister for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Minister**");
2. SAM Developments (Jersey) Limited (Co Regn No 142802) whose registered office is at Hawk House, 22 Esplanade, St. Helier, JE1 1BR, Jersey ("**the Owner**").
3. SLH Finance Limited (Co Regn No 111441) whose registered office is at 28 Esplanade, St. Helier, JE2 3QA, Jersey ("**the First Lender**")
4. Structura Lending Limited (Co Regn No 130570) whose registered office is at Hawk House, 22 Esplanade, St. Helier, JE1 1BR, Jersey ("**the Second Lender**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site by virtue of a contract of hereditary purchase dated 10 March 2023 from Alan Devy and Alison Jane Devy née Fox.
- 2 The First Lender has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) which was registered in the Public Registry by virtue of an Act of the Royal Court dated 5 July 2024.
- 3 The Second Lender has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) which was registered in the Public Registry by virtue of an Act of the Royal Court dated 12 July 2024.
- 4 The Owner submitted the Application to the Chief Officer who pursuant to Article 9(5)(b) of the Law referred the Application to the Planning Committee for determination by that Committee. Having regard to the purposes of the Law, and the Island Plan 2022 (as amended from time to time) the Planning Committee at its meeting on 14 March 2024 refused under Article 19 of the Law the grant of planning permission with respect to the Application.
- 5 The Owner pursuant to Article 108 of the Law lodged an appeal against the refusal of the grant of planning permission with respect to the Application on 22 March 2024.
- 6 The inspector nominated under Article 113(2) of the Law heard the appeal on the 30 May 2024 and by his report dated 23 July 2024 recommended that, subject to the conditions contained in the recommendation which included inter alia the entry by the Owner into a planning obligation agreement to secure certain planning obligations detailed in the recommendation, the appeal be allowed and planning permission be granted.

- 7 On 8 August 2024 the Minister for the Environment accepted and agreed with the findings, recommendations and reasoning of the inspector and decided to allow the appeal and to grant planning permission, subject to conditions and a requirement to enter into a planning obligation agreement within 6 months of the date of his decision for a financial contribution towards the Eastern Cycle Route Network.
- 8 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 9 The parties acknowledge that this Agreement is legally binding.
- 10 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 "Excavate ground level to construct 4No. two-bedroom apartments, 1No. one-bedroom apartments. Construct retaining granite wall and new vehicular access onto College Hill. ." and given the reference P/2023/0635;
"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 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 other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Planning Permit;
"Eastern Cycle Route Network"	the cycle network area referred to in Policy TT2 of the Island Plan;
"Eastern Cycle Route Network Contribution"	a financial contribution of seven thousand and eighty seven pounds and fifty pence (£7,087.50) towards the Eastern Cycle Route Network;
"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 Barclays Bank Plc from time to time;
"Island Plan"	the States of Jersey Island Plan, 2022 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;

"Planning Permit"	Ministerial Decision MD-ENV-2024-596 providing planning permission for the Development granted by the Minister for Infrastructure in respect of the Owner's successful appeal against the refusal of the Application, 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"	the site comprising the property known as Land parcel at the rear of Royal Bank court, College Hill, St Helier, the whole as shown edged red for the purposes of identification on the plan forming the First Schedule;

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 Minister 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 Minister against the Owner.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

- (i) the grant of the Planning Permit; and
- (ii) Commencement of the Development by implementation of the Planning Permit,

save for the provisions of Clause 10 (change in ownership) and Clause 13 (dispute resolution) which shall come into effect immediately upon the event of this Agreement being recorded as registered in the Royal Court as evidenced by an Act of the said Royal Court and (i) above.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Minister as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner and any person claiming or deriving title through or under the Owner to the Site (or any part or parts thereof).

6 MINISTER COVENANTS

The Minister covenants with the Owner as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

The Minister 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 Minister 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 Minister by the Head of Development and Land and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices 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.
- 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Minister's statutory powers under the Law.
- 8.8 Nothing contained in this Agreement 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained in this Agreement.
- 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 in this Agreement.
- 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 Minister 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 Minister 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 Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before 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 (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) 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 LENDERS' CONSENT

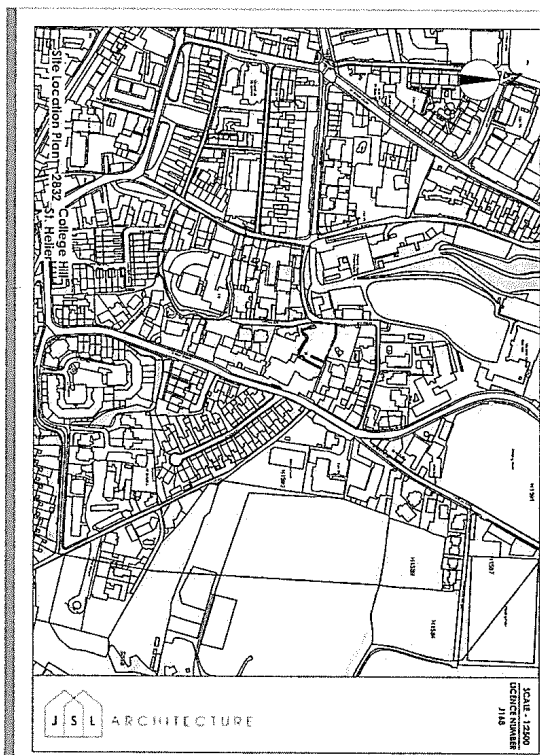
15.2 The First Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the First Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the First 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 consequence of deriving title from the Owner.

15.2 The Second Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Second Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Second 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 consequence of deriving title from the Owner.

16 JURISDICTION

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

FIRST SCHEDULE
The Site




SECOND SCHEDULE
The Planning Permit



Ministerial Decision Summary

Minister for Environment

Decision Reference: MD-ENV-2024-596	Public
Subject: Appeal decision: P/2023/0635 (Land parcel at the rear of Royal Bank Court, College Hill, St. Helier)	
Report Title: Appeal decision: P/2023/0635 (Land parcel at the rear of Royal Bank Court, College Hill, St. Helier)	Public
Decision(s): The Minister decided to give full effect to the Inspector's recommendation, to allow the appeal in line with the Inspector's recommendation, and to grant planning permission, reference P/2023/0635, subject to the satisfactory completion of a planning obligation agreement and to the conditions specified in the accompanying Schedule of Conditions.	
Reason for Decision(s): The Minister accepted and agreed with the findings, recommendations and reasoning of the Independent Planning Inspector.	
Resource Implications: There are no new financial and/or manpower implications.	
Action Required: Department to take necessary action.	
Signature: 	Signed By: Minister for the Environment
Date Signed: 8 th August 2024	Date of Decision (If different from Date Signed):



Minister for the Environment

Schedule of conditions: Land parcel at the rear of Royal Bank Court, College Hill, St. Helier

Planning permission: P/2023/0635

Subject to the entering into, within 6 months of the date of the Minister's decision, of a suitable planning obligation under Article 25 of the Planning and Building (Jersey) Law 2002 to make a contribution of an agreed amount towards the provision of the Eastern Cycle Route Network the Minister for the Environment hereby grants planning permission reference P/2023/0635, subject to the following conditions:

- A. The development shall commence within three years of the Ministerial Decision.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development shall be carried out entirely in accordance with the approved plans and documents.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.
1. Prior to the commencement of the development, details shall be submitted to the Chief Officer to demonstrate that the development as approved will outperform the target energy rate (i.e. the minimum energy performance for new dwellings required by building bye-laws) by 20%, using the Jersey Standard Assessment Procedure (JSAP) calculator or the Simplified Building Energy Model (SBEM) tool.
Reason: To comply with Policy ME1 of the Bridging Island Plan
2. Prior to the commencement of the development, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Chief Officer. The scheme shall include details of all boundary treatments and indications of all existing trees and hedgerows on the land, identifying those to be retained and setting out measures for their protection throughout the course of the development. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the first residential occupation of the dwelling or the completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.
Reason: To deliver design quality, to protect and improve green infrastructure assets and to provide new green infrastructure assets pursuant to Policies GD6 and NE2 of the Bridging Island Plan.
3. The measures outlined in the approved Habitat Compensation and Enhancement Plan (ref. NE/ES/CG.03, March 2023, Nurture Ecology) shall be implemented prior to the commencement of the development, continued throughout the development (where applicable) and thereafter retained and maintained as such. Any variations from the approved plan that may be required as a result of findings on site shall be agreed in writing in advance with the Chief Officer prior to implementation.



Government of
JERSEY

Reason: To protect biodiversity pursuant to Policy NE1 of the Bridging Island Plan.

4. Prior to the commencement of the development, full details of all the materials to be used in the construction of the external surfaces of the development, including hard landscaping materials, shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the approved details and retained as such.
Reason: To protect the character and identity of the area and to enhance its setting pursuant to Policy GD6 of the Bridging Island Plan.
5. Prior to the commencement of the development, details of the proposed site levels and of the finished floor levels of the apartments shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the approved details.
Reason: To protect the character and identity of the area pursuant to Policy GD6 of the Bridging Island Plan.
6. Prior to the commencement of the development, an elevation drawing at a scale of 1:50 depicting the fence to be installed on the east of the site shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the approved details of the fence and the fence shall be retained as such.
Reason: To protect the character and identity of the area and to enhance its setting pursuant to Policy GD6 of the Bridging Island Plan.
7. Prior to the commencement of the development, further details of the methods to reduce, recycle and reuse excavation and construction waste, shall be submitted to and approved in writing by the Chief Officer. The details shall be set out in a Site Waste Management Plan ("SWMP") which shall assess, quantify and propose a method for each material identified. Thereafter, the SWMP shall be maintained as a living document and waste management shall be implemented in full accordance with its terms. Any variations shall be agreed in writing with the Chief Officer prior to the commencement of such work.
Reason: To ensure that waste excavation and construction materials are minimised wherever possible, and where they do arise, that they are reused and recycled, so that the amount of waste is minimised in accordance with Policy WER1 of the Bridging Island Plan.
8. Prior to the commencement of the development, details of the Percentage for Art contribution shown on drawing no. 2832/P6/C shall be submitted to and approved in writing by the Chief Officer. The development shall be carried out in accordance with the approved details and the artwork shall thereafter be retained as such.
Reason: To accord with the provisions of Policy GD10 of the Bridging Island Plan.
9. The approved Construction and Environmental Management Plan shall be implemented in full until the completion of the development. Any variations to the Plan shall be agreed in writing by the Chief Officer prior to their implementation.
Reason: To protect residential amenities pursuant to Policy GD1 of the Bridging Island Plan.
10. Prior to the first residential occupation of any of the apartments, the car and bicycle parking (complete with electric vehicle charging infrastructure) and the storage facilities shall be installed in accordance with the approved drawing no. 2832/P2/C and made available for the use of residents. The facilities shall thereafter be retained as such.



Reason: To ensure that the car and bicycle parking and the storage facilities are installed and made available for the use of residents without delay pursuant to Policies TT2 and TT4 of the Bridging Island Plan.

11. Prior to the first residential occupation of any of the apartments, visibility splays shall be provided in accordance with the approved drawing no. 2832/P1/C. The visibility splays shall thereafter be retained and nothing that may cause an obstruction to visibility shall be placed within them.

Reason: In the interests of road safety pursuant to Policy TT1 of the Bridging Island Plan.

12. Prior to the first residential occupation of any of the apartments, drainage works, including connections to the public foul sewer and surface water disposal, shall be completed in accordance with the approved Development Drainage Impact Assessment and the further details to be approved by the Chief Officer pursuant thereto. The works shall be retained thereafter.

Reason: To provide satisfactory drainage in accordance with Policies WER6 and WER7 of the Bridging Island Plan.

END

THIRD SCHEDULE**The Owner's Covenants with the Minister**

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

CONTRIBUTION

- 2 To pay the Eastern Cycle Route Network Contribution to the Treasurer of the States not less than twenty eight (28) days prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as the Eastern Cycle Route Network Contribution has been paid to the Treasurer of the States.

FOURTH SCHEDULE**Minister's covenants**

1. The Minister hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The Minister covenants with the Owner that he 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 or if this Agreement shall cease to have effect pursuant to Clause 8.4 or otherwise within five years of the date of receipt by the Treasurer of the States of such payment.
3. The Minister covenants with the Owner to use reasonable endeavours to issue the Planning Permit 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 Minister
 by  *ANDREW MARK*


in the presence of  *JACK GIBBINS*

this *04* day of *FEBRUARY* ~~2024~~ *2025*

Signed on behalf of the Owner
 by 


in the presence of 

this *23* day of *January* ~~2024~~ *2025*

Signed on behalf of the First Lender
 by 

in the presence of 

this *24* day of *January* *2025*

Signed on behalf of the Second Lender
 by 

in the presence of 

this *24* day of *January* *2025*