STATEMENT TO BE MADE BY THE MINISTER FOR INFRASTRUCTURE ON TUESDAY 10TH NOVEMBER 2026

I'm giving this statement in response to R.139/2026, a States of Jersey Complaints Board report.

I thank the Board for its work, and I would like to give my response. I have considered the matters raised in the report at some length and have taken appropriate advice. This response is my own view.

I find myself in the unusual situation of rejecting almost all of the Board's findings, but accepting almost all of its recommendations. Let me explain.

The case concerns who is responsible for maintaining a parapet wall built on top of the sea wall in front of the Brise de Mer apartments at La Grève d'Azette. The individual who brought the complaint argues that the government should maintain the parapet wall. The department's case is that the parapet wall is not part of the sea wall, and so is outside its maintenance responsibilities. The Board found in favour of the complainant.

The Board's conclusions rest on two pillars. First, that the parapet wall and the sea wall are essentially one and the same. Second, that because the 2016 contract between the government and the owners of Brise de Mer relating to various legal responsibilities does not mention the parapet wall, references in the contract to maintaining the sea wall must be taken to include the parapet. In other words, the parapet's absence from the contract means the contract treats the two walls as one.

I dispute both conclusions.

The status of the parapet wall

Turning first to the parapet, the Board noted that the parapet wall had been constructed directly on top of the sea wall using "slightly different, but consistent, materials". It appears to have taken at face value the complainant's reference to the "granite work" forming the parapet, and it said that "no evidence" had been presented that a third party built it. The implication is that there is little to distinguish the two walls, and no proof that they were built separately by different parties. This is simply not tenable.

The two structures are clearly different in multiple ways, and at Brise de Mer the difference is particularly stark. The sea wall is built of large, quarried dimension stone, mostly granite. The parapet is built of small, unshaped blocks of dark rock, quite possibly gabbro, that have not been commercially quarried and almost certainly derive from the adjacent shoreline. In simple terms, the sea wall is a professionally constructed sea-defence, whilst the parapet was built at a later date, with different rock, quarried by different methods and built to a different standard.

Clearly, there are two walls: a sea wall constructed by the public as a sea-defence, and a parapet constructed at a later date by parties unknown, but certainly not by government as a sea-defence. Therefore, I do not accept the finding that there is no evidence that the wall was constructed by a third party.

The 2016 contract

Turning now to the 2016 contract which was central to the Board's conclusions. Establishing that the walls are separate is important when looking at the contract. The Board's view is that because the parapet is not mentioned, it must be assumed to be part of the sea wall, and that responsibility for the parapet flows from the Public's ownership of the sea wall and the land.

However, the 2016 contract does not proceed on that basis. For example, Clause 11 establishes that the Public's ownership of the Sea Wall and the Foreshore are separate from responsibility for private structures that sit on, against or beyond them.

Clauses 5, 6, 8 and 15 are based on the same principle. The contract records that the two openings through the Sea Wall, and the two sets of steps attached to it, had been created "without legal right", and it then regularises them. Under those clauses the Purchaser keeps, maintains, repairs, removes, replaces and indemnifies in respect of these structures, at its own cost. That the Public granted rights of access, and kept oversight of works that could affect the Sea Wall, does not mean it accepted responsibility for every structure attached to, supported by or sitting on top of it.
Furthermore, the contract describes the Sea Wall as a public sea-defence constructed on the Foreshore by the Public. It specifies certain encroachments that "may remain", and it sets out detailed rights and obligations relating to the Sea Wall itself, those encroachments, the openings in it, the steps attached to it, and structures north of it. The parapet is not mentioned.

My conclusion is therefore the opposite of the Board's. The failure to identify the parapet in the contract, despite its known existence as a separate structure, means it is not covered by the contract. Another way of looking at it is that if it is not identified as part of the Sea Wall or as an authorised encroachment, the presumption must be that the parties to the contract did not intend to deal with it.

Having said that I reject a key part of the Board's reasoning, let me try and be positive and offer what I hope is a practical solution.

The Public maintains that the parapet is not part of the Sea Wall, performs no sea-defence function, and is not governed by the 2016 contract. However, recognising both the uncertainty surrounding its origins and its longstanding physical integration with a public asset, the Public is prepared, as a matter of pragmatism and sound asset management, to take responsibility for its future management and maintenance as a separate structure. This would not alter the contractual position, nor does it amount to an acceptance that the parapet forms part of the Sea Wall. Any maintenance would be undertaken as ordinary asset management and with public safety as the only determining factor, NOT as maintenance of sea-defence infrastructure.

In practical terms, the department will assess the condition of the parapet, with public safety as the test rather than its ability to function as a sea-defence. If that assessment shows the wall is at risk of falling, government will stabilise it. In the meantime the wall will be monitored. The owners of Brise de Mer do not need to carry out repairs to prevent the wall from falling down, but it will be the department's professional judgement that will determine when that point is reached.
In the medium term, it is worth adding that the question of coastal protection for the properties along the sea front in this area will be addressed by the Havre des Pas coastal flood alleviation scheme which, should it be approved and funded, would provide new coastal protection in front of the existing sea wall.

Summary response to the Board's recommendations

To summarise my response to the Board's three recommendations:

- Recommendation 1 that the Minister inspects the sea wall and arranges repairs at public expense I accept in part. The parapet wall will be assessed, and if necessary works needed for public safety will be carried out at public expense. However, I do not accept that this follows from the parapet being part of the Sea Wall or a flood defence structure.
- Recommendation 2 that future negotiations with adjoining landowners aim for a fair, equitable, clear and permanent outcome I accept, but on the basis of the principles outlined in this statement.
- Recommendation 3 that the Minister assists constructively with practical measures in future matters concerning sea walls and parapet walls, I accept.

I am happy to take questions from Members.