
STATES OF JERSEY



LAND TRANSACTIONS UNDER STANDING ORDER 168(3) – LEASE – HAVRE DES PAS BATHING POOL AND CAFÉ

Presented to the States on 11th March 2026
by the Minister for Infrastructure

STATES GREFFE

REPORT

Decision(s): Under Standing Order 168(3), the Minister for Infrastructure hereby notifies the States that he has accepted the recommendation of Jersey Property Holdings to agree to the following –

(a) Land transaction –

As provided under Standing Order 168(1)(a), it is recommended that the Public enter into a new 9-year lease with First Point Property Services Limited (or an associated entity established for the purpose of operating the site) for the Havre des Pas Bathing Pool and Café. A location and premises plan is appended. Each party is to meet their own legal costs.

The Minister hereby authorises, as applicable, the Attorney General and the Greffier of the States to pass any contract which is required to be passed on behalf of the Public; and the Director of Property Holdings to conclude any contract which is required to be concluded on behalf of the Public.

After the expiry of 15 working days following presentation to the States the transaction may be concluded.

Further information on this decision may be viewed in due course at:

*<https://www.gov.je/government/planningperformance/pages/ministerialdecisions.aspx>
under Ministerial Decision reference MD-INF-2026-242*

Report

New Lease – Havre des Pas Bathing Pool & Café

Havre des Pas Bathing Pool & Café was constructed in 1895 and is a Public Property administered by Jersey Property Holdings.

The main building provides a large internal restaurant / event space, with storerooms, disabled WC, commercial kitchen and kitchen store. Bi-fold glass doors open onto an extensive al-fresco area running the length of the main building, which in turns leads to a tiered seating area leading to the bathing pool. Located off the al-fresco area are male and female WC facilities and changing rooms which are accessible to the public. The upper terrace and roof of the main building are accessible via steps; this space can also be enjoyed for sunbathing, picnics and a multitude of events. **(see Schedule 1- The Premises)**

In late 2024, the Government of Jersey set out to identify an operator who could provide a consistent food offering and events facility, and additionally, implement initiatives to develop the wider community use of the property, with a focus on sporting and youth activities.

Expressions of Interest from parties wishing to acquire a new 9-year lease of The Lido, Havre des Pas were sought in writing by no later than 12-noon on Tuesday 31st December 2024.

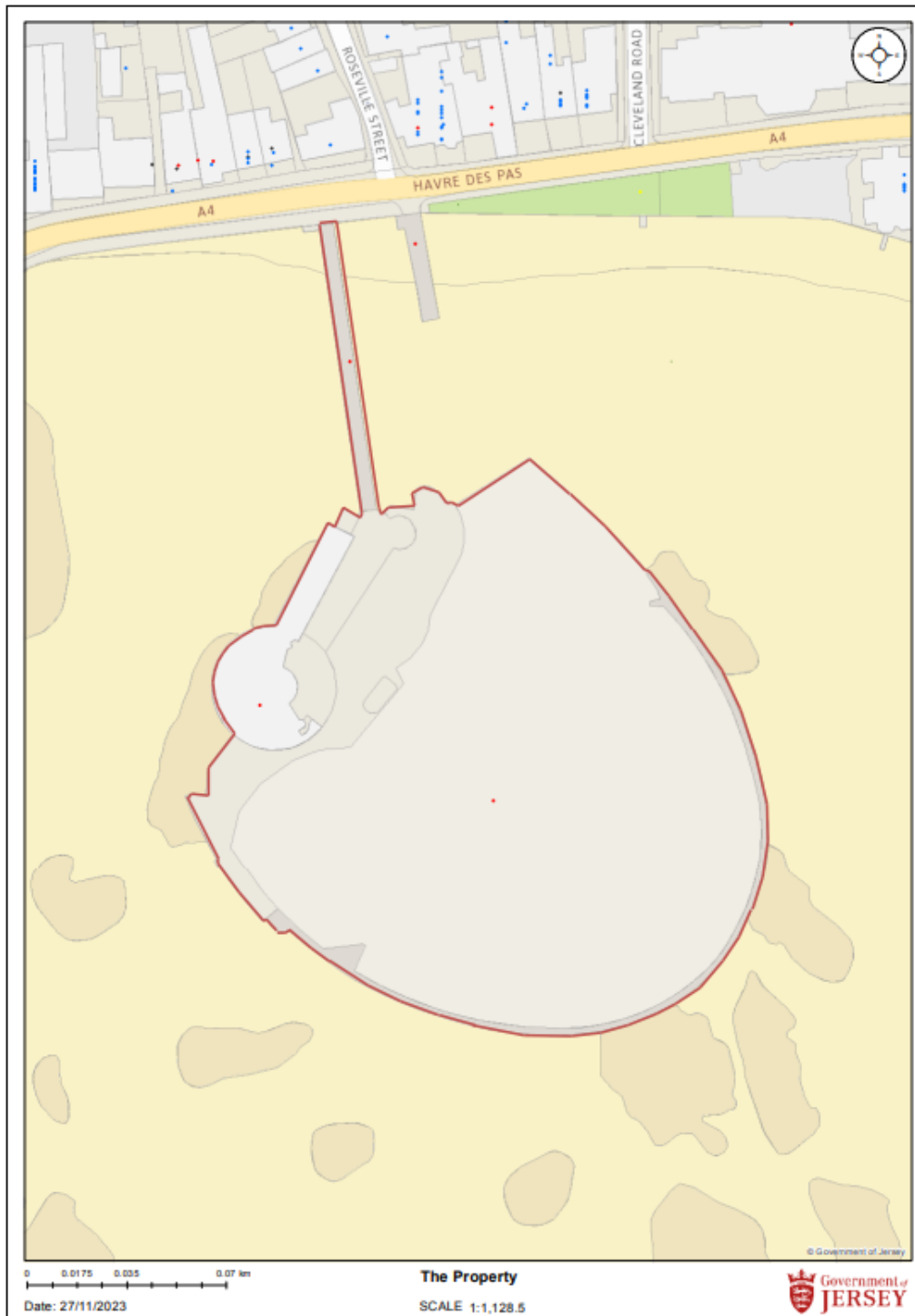
Members will be aware of events that have taken place since, and it is not my intention to repeat them here. It is hopefully sufficient to record that, following the re-run of the second part of the Expressions of Interest process by Jersey Business, an agreement has been reached with First Point Services Limited to lease the premises from 1 April 2026.

The proposal includes commercially operating the café/restaurant which will support the users of the pool, residents, and visitors at Havre des Pas. Plans mentioned in their submission include promoting greater community involvement and initiatives to improve the offering to the public at the Lido.

The proposal is for the Public of the Island to enter into a new 9 (nine) year lease with First Point Property Services Limited, or an associated entity established for the purpose of operating the Havre des Pas Bathing Pool and Café site. The headline lease terms are set out in **Schedule 2** and a draft lease has been prepared and issued.

The Landlord does not expect to recover a rent in return for the Tenant operating the premises in line with the terms and conditions of the Lease Agreement but will expect the full maintenance and repair of the listed structure to be funded and undertaken by the operating entity.

The Landlord will pay the Tenant either £15,000.00 per quarter or £60,000.00 per annum towards the running and maintenance costs of the Premises (increased annually linked to Jersey Retail Price Index only).

Schedule 1 – Location & Premises Plan

Schedule 2 – Headline Terms & Service Level Arrangements

1. **Landlord:** The public of the Island of Jersey.
2. **Tenant:** First Point Property Services Limited.
3. **Premises:** The facility, Havre des Pas, comprising the café/restaurant, al-fresco terrace, changing rooms and public toilets, upper and lower sun decks, seawater swimming pool, and boardwalk link to the public highway outlined in red below.
4. **Occupancy:**

The Tenant shall have exclusive possession of the café/restaurant and associated storerooms. These parts of the Premises will be leased to the Tenant for the Term.

The al-fresco terrace, changing rooms and public toilets, upper and lower sun decks, seawater swimming pool, and boardwalk link to the public highway will remain accessible by the general public and therefore the Tenant will not have exclusive possession of those parts of the Premises.
5. **Term:** Nine-years.
6. **Commencement date:** 1 April 2026.
7. **Rent:** Not Applicable (note: the Landlord does not expect to recover a rent in return for the Tenant operating and maintaining the Premises in line with the terms and conditions of the Lease Agreement).
8. **Landlord's contribution:** The landlord will pay the Tenant £15,000.00 per quarter towards the running and maintenance costs of the Premises (increased annually by JRPI).
9. **Use:** A public swimming pool, café/restaurant, and events facility - to be operated by the Tenant so as to encourage as wide as possible use by the general public of the facility – for example, water-based activities in the pool, sporting and community uses on the sun decks, youth activities, and corporate and private events. The Tenant shall also operate the public toilets.
10. **Corporate and private events:** The Tenant may hold corporate and private events on the Premises (excluding the swimming pool) during which the general public can be excluded from the Premises at the Tenant's discretion (excluding the swimming pool).

The Tenant shall commission or prepare and provide their own Fire Safety Report, based on their proposed operations, to assess the maximum permitted number of persons that may use the Premises.

11. **Maintenance and cleaning:**

A. Tenant – the Tenant shall keep clean and maintain the whole of the premises, interior and exterior, including operating the sluice gates to the pool, and internal/external redecoration of the Premises. This includes maintenance of external lighting and cleaning and maintenance of the public toilets. If the Tenant requires a specific fit-out of the café/restaurant, that shall be the Tenant’s responsibility to fund.

As a minimum, the Tenant shall be responsible for the maintenance services defined in the **Service Level Arrangement**.

B. Landlord – the Landlord shall carry out any structural repairs of structural elements and components (not non-structural items such as glazing and protective coatings) required on the Premises during the term, whether arising from storm damage or general deterioration.

The Landlord will not provide an undertaking that the Premises will be completely wind and watertight during the Term due to the historic nature and coastal location.
12. **Opening Period/Times:**

[To be proposed by the Tenant as part of the expressions of interest exercise. Preference will be given to prospective tenants who can maximise the Opening Period/Times.]
13. **Indemnity:**

During the Opening Period/Times, the Tenant will indemnify the Landlord against all claims arising from the use of the Premises and attendance by the general public. Outside of the opening period/times, the Tenant shall not be required to indemnify the Landlord.
14. **Insurance.**

The Landlord shall insure the Premises (noting the Tenant as the tenant and operator) and also hold public liability insurance cover for the periods outside of the Opening Period/Times. A reasonable contribution will be recovered for the costs of this insurance from the Tenant.

The Tenant shall hold public liability insurance to a minimum value of £10 million to cover for the periods during the Opening Period/Times.
15. **Health and Safety:**

The Tenant shall undertake all necessary risk assessments in connection with the Use of the Premises during the Opening Period/Times and put in place the necessary physical and management mitigation measures arising from the assessments. During the Opening Period/Times, the Tenant shall be responsible

for the Health and Safety of the Premises and for any accidents/injuries occurring during the Opening Period/Times.

- 16. Alienation:** The Tenant will be permitted to assign the Lease to a third party with the Landlord's consent (such consent not to be unreasonably withheld or delayed), subject to the proposed assignee having good financial standing or providing a suitable guarantor(s). The Tenant may be permitted to sub-let the whole or part of the Premises at the absolute discretion of the Landlord. In each case, the Tenant will be responsible for the Landlord's reasonable legal and professional costs incurred in considering or consenting to such alienation under the terms of the Lease.
- 17. Outgoings:** The Tenant shall be responsible for all outgoings including mains services and occupier rates.
- 18. Alcohol licence:** The Tenant may apply for an alcohol licence, but subject to the café/restaurant remaining available for use during daytime hours by persons under the age of 18 - unaccompanied.
- 19. Alterations:** The tenant shall not alter the Premises in anyway without prior application to the Landlord and consent of the Landlord at its absolute discretion, and subject to statutory permissions associated with the works.
- 20. Food standards** In connection with food served on the Premises, the Tenant shall comply with the Jersey Food Law and the Food Standards Agency (FSA) Food Safety Code of Practice, and display.

Service Level Arrangements

As a minimum, the Tenant shall be responsible for the following maintenance and operational activities under the Lease Agreement (*note: the Tenant shall also ensure that such additional maintenance activities as are required to safely occupy and operate the Premises, as they require, are also undertaken by the Tenant*).

Planned Preventive Maintenance / Cleaning / Access

Maintenance

- Legionella – Initial risk assessment and ongoing management to include regular flushing of little used outlets and temp testing as required
- TMV servicing – Annually
- CCTV camera cleaning – Monthly
- CCTV system maintenance – Annually
- Emergency light testing – Monthly
- Emergency light drain down test - Annually
- Fire Alarm testing – 6 monthly
- Roller shutter door – Annually
- Fire extinguisher and blankets – Annually
- Periodic Electrical test and inspection – to include initial and then 5 yearly fixed wire testing (including any repair / remediation as required)
- Suppression systems - 6 monthly
- Extract systems - 6 monthly
- Kitchen duct cleaning - 6 monthly
- Installation of storm barriers (provided by the Landlord) – to be installed in October of each year, to be then removed in April of each year
- Sluice gate maintenance – inspection twice a year with anodes replaced as required
- Drainage Sump Pump System– 6 monthly inspection and maintenance as required
- Portable Appliance Testing – Annual
- Boardwalk – Annual inspection of boards and repair as required

Cleaning and Access

- External terrace and external staircase cleaning – As required and to ensure all steps / terraces are kept weed free and safely accessible.