STATES OF JERSEY

STATES OF JERSEY COMPLAINTS BOARD: FINDINGS (R.139/2026): RESPONSE OF THE MINISTER FOR INFRASTRUCTURE

Presented to the States on 10th November 2026
by the Minister for Infrastructure

STATES GREFFE

REPORT

Introduction

In July this year the States of Jersey Complaints Board considered the complaint by Mr P Garrod against the Minister for Infrastructure regarding the maintenance of a parapet wall at Grève d'Azette. The Board's findings were presented to the States Assembly by the Privileges and Procedures Committee on 18 August 2026.

This report provides the Government of Jersey and Minister for Infrastructure's response to the Board's findings and conclusions.

The matters raised in the report have been considered at length and the Government of Jersey thanks the Board for its work.

The Minister has concluded that while he accepts the Board's recommendations in part, he rejects the findings on which the recommendations are based. This report seeks to address this unusual situation and make clear why the distinction between the findings and recommendations is an important one in this case.

A summary of the response to the recommendations is included at the end of this report.

Case Summary

This 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 has argued that the Public 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 Complaints 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 Public 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.

Both these conclusions are disputed by the Government.

<u>The status of the parapet wall</u>
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 that there is no proof that they were built separately by different parties.

This view is not one which the Government finds to be 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 have almost certainly been derived from the adjacent shoreline. The difference is illustrated in the following photographs.

It is clear that 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.



The view of the sea wall and parapet wall in front of Brise de Mer

Below, the same view with red lines illustrating the join between the parapet wall above and the sea wall below. The blue lines show that the difference between the sea wall and the parapet wall continues for adjacent properties.



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 Public as a sea-defence.

The finding that there is no evidence that the wall was constructed by a third party is rejected.

The 2016 contract

This contract was central to the Complaints Board's conclusions.

Establishing that the walls are separate is important when looking at the contract. The Board's view was that because the parapet was not mentioned in the contract it must be assumed to be part of the sea wall and, as such, that responsibility for the parapet flows from the Public's ownership of the sea wall (with associated maintenance requirements) 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. While the Public granted rights of access, and kept oversight

of works that could affect the Sea Wall, does not follow that it accepted responsibility for every structure attached to, supported by or sitting on top of it.

Furthermore, the contract described the Sea Wall as a public sea-defence constructed on the Foreshore by the Public. It specified certain encroachments that "may remain", and it set 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 was not mentioned.

As a result, the Government and the Minister have reached the opposite conclusion from that reported by the Board.

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. It is the Government's conclusion that if it was 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.

Ministerial conclusion

Despite this fundamental disagreement with key aspects of the Board's rationale and findings, the Minister believes that a practical and pragmatic solution for all parties remains open.

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, in 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 and not as maintenance of sea-defence infrastructure.

In practical terms, the Government 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 Government'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 the response to the Board's three recommendations:

- **Recommendation 1** that the Minister inspects the sea wall and arranges repairs at public expense.
    - This is accepted in part. The parapet wall will be assessed, and if necessary works needed for public safety will be carried out at public expense. However, this does not mean that there is any acceptance that the parapet is 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.
    - This is accepted 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.
    - This is accepted.