

STATES OF JERSEY



MANAGEMENT AND MAINTENANCE OF THE HAVRE DES PAS SITE (P.94/2025): COMMENTS

Presented to the States on 7th November 2025
by the Council of Ministers

STATES GREFFE

COMMENTS

Background

The Council of Ministers does not support this proposition.

Ministers note that the proposition has been lodged outside of the established Standing Order 168 process for challenging proposed land transactions, and that it was lodged prior to the planned announcement of the outcome of an Expressions of Interest process regarding the Havre des Pas Bathing Pool and Café.

Ministers nevertheless respect the right of any States Member to lodge a proposition on any subject they choose, within Standing Orders. Ministers also fully respect the Standing Order 168 process.

The Minister for Infrastructure (“the Minister”) has therefore been clear in correspondence with Deputy Warr and all States Members that he would not sign a lease until the 15-working day notice period set out in Standing Order 168 has been met, and any proposition that results from that notice period, or P.94/2025, has been debated. Furthermore, the Minister will support Deputy Warr’s request for a reduced lodging period in order that P.94 can be debated at the 11th November sitting, which is within the 15-working day notice period. Ministers recognise, however, that this decision for a reduced lodging period is a matter for the Assembly as a whole. The Minister’s approach seeks to uphold established public procurement and Assembly processes and respects and upholds the ultimate sovereignty of the Assembly in relation to these matters.

Ministers agreed collectively on 30th October that, notwithstanding the lodging of P.94/2025 on 28th October, the Minister for Infrastructure should proceed to announce the outcome of the Expressions of Interest process, as planned, on 31st October 2025. It was considered that Members being aware of the outcome of the Expressions of Interest process would enable a more informed and transparent debate.

Context

The Havre des Pas Bathing Pool and Café is a much-loved and historic community asset. It is regrettable that the operation of the Lido has been subject to various political and legal arguments in recent years in respect of the current occupier. It is recognised, however, that it is not the intention of the proposition to debate these arguments again, or to debate the status of the current occupier. The Minister for Infrastructure has made the legal position clear in this respect in correspondence which was copied to all States Members.

A year ago, Deputy Warr lodged P.68/2024, which sought a tender process for the Havre des Pas Bathing Pool and Café, and to allow the current occupier to remain at the Lido until the tender process was complete. P.68/2024 was ultimately withdrawn following discussions and agreement between Deputy Warr, the Chief Minister, and the Assistant Minister for Infrastructure (Connétable Crowcroft). Although P.68/2024 wasn’t debated or voted upon, the request set out in the proposition has been met – an independent process has taken place to identify an operator for the site, and the current occupier was given a licence, signed on 19th December 2024 and expiring on 25 December 2025 (see Annex 1), to regularise their occupation of the premises until the expiry of the Notice to

Quit which was validly served on 29th October 2024 in accordance with the Loi (1919) sur la Location de Bien-Fonds (see Annex 2).

It is therefore disappointing to see a proposition from Deputy Warr seeking to halt and overturn the very process that he sought to enact a year ago, and which has been duly carried through.

In summary, with respect to the current occupier and the intention to issue a lease to a new operator commencing on 1st January 2026 –

- A Notice to Quit was validly served by the Viscount's Department on The Lido (Havre Des Pas) Limited on 29 October 2024. From this date, The Lido (Havre Des Pas) Limited had express notice that they were to vacate the premises on or before Christmas Day 2025.
- A licence agreement was signed on 19th December 2024. Express reference is made to the Notice to Quit at Clause 2.5(c) of the licence.
- It is clear, from the terms of the licence agreement, that it does not displace or otherwise undermine the efficacy of the Notice to Quit.
- The licence agreement terminates on 25th December 2025, in any event. Pursuant to Clause 2.10(c), The Lido (Havre Des Pas) Limited is to yield up the Licensed Premises unless otherwise agreed in writing.
- There is no agreement in writing that The Lido (Havre Des Pas) Limited is to remain in occupation beyond 25th December 2025. The Lido (Havre Des Pas) Limited is to give vacant possession of the premises on or before 25th December 2025. They have been informed that the Minister for Infrastructure expects them to make arrangements with Jersey Property Holdings to facilitate the handover of the premises in an orderly manner.

It should be noted that the current occupier has confirmed that they had no involvement in the recent expressions of interest process.

The Proposition

The proposition seeks the termination of the independent process which has led to the announcement of the intention to appoint a new operator for the Bathing Pool and Café, and the immediate transfer of the management and maintenance of the site to a “future charitable body” called ‘Love Our Lido’. The proposition proposes that the site remains in the ownership of the Government, but with site management, operations, safety, and day-to-day maintenance being the responsibility of ‘Love Our Lido’. It further requires an additional £110,000 per annum (£170,000 in total per annum) of taxpayers’ money to underwrite Deputy Warr’s proposal.

Ministers are concerned that P.94 disregards and seeks to unilaterally overturn the outcome of a properly run and independently overseen Expressions of Interest process. The process was overseen by an independent panel (“the panel”) constituted of Deputy Inna Gardiner, Deputy Mary Le Hegarat, and Simon Matthews, Chief Property and Sustainability Officer at the Channel Islands Co-op. A timetable setting out key dates from the expressions of interest process can be found in Annex 3. It is of course the right of Members to set aside that process should they so wish, but the result would be more delay, wasted costs, and stagnation. It would also set a precedent and a warning that the outcome of independent public processes may not be respected by the States Assembly.

The Expressions of Interest process resulted in four applicants, and a shortlist of two was subsequently confirmed by the panel. The two shortlisted parties were asked to submit detailed plans for their proposed use of the facility.

Importantly, both shortlisted applicants were acceptable, but Love Our Lido scored slightly higher than Firstpoint and were therefore awarded preferred applicant status. Firstpoint were advised that they had come second and that Love Our Lido would have until 26th September to agree terms. Should this not be achieved, then Firstpoint would be invited to enter into detailed discussions.

Following constructive but ultimately unsuccessful negotiations with Love Our Lido, discussions were commenced with Firstpoint and proved successful, concluding by mid-October, followed by a period of Due Diligence.

The intended appointment of Firstpoint Property Services as the new operator at Havre des Pas is a positive outcome from the process. Firstpoint are a local business with experience in the hospitality and tourism industry, including of successfully operating beachside concessions.

Importantly, the Bathing Pool, changing rooms, and toilets will remain free and accessible to the public throughout the year. Firstpoint have committed to investing in the Lido, supporting the users of the pool, promoting greater community involvement and increasing the range of activities available to the public. They are also committed to working with community groups as the new tenant, including youth groups.

It is of further and particular concern that the proposition, whilst seeking to set aside the recent expressions of interest process, then proposes that the site be unilaterally transferred, with no further process, to “Love Our Lido” as a “future charitable body”. Ministers are not opposed in principle to the site being led and managed by a charity, but the reality is that “Love Our Lido” is not a charity. This was a key reason why ‘Love Our Lido’ had their preferred applicant status withdrawn.

Adopting this proposition would result in Jersey Property Holdings taking vacant possession of the site on 25th December 2025, with no operator then able to commence operations from 1st January 2026. Should the proposition be rejected, we can then move forward with a new operator at the Lido from 1st January 2026 and put years of uncertainty behind us.

By seeking an additional £110,000 of taxpayers’ money per year, further to the £60,000 per annum that was proposed to all parties at the outset of the process (a total of an additional **£990,000** over the life of the lease), Members are being asked to commit more public money than is necessary and at the same time reject the opportunity for fresh private investment in the facility.

It should be noted that Firstpoint have agreed to the original terms on a public commitment of £60,000 per annum as was proposed from the outset of the process.

Future Bookings

We are aware that bookings and deposits have been improperly made and taken for 2026 by the current occupier, despite them having been served a Notice to Quit on 29 October 2024, which stated that the occupier was to give vacant possession by 25th December 2025. Likewise, the licence agreement dated 19th December 2024 stated that it was to

terminate on 25th December 2025 and the licensee was to yield up possession of the premises on this date.

Accordingly, bookings and deposits for any such events scheduled to take place after 25 December 2025 should not have been made and taken, or at the very least people should have been notified that their booking would be subject to a new lease being agreed.

Firstpoint have committed to speak to anyone who has such a booking and to reserving dates in 2026 in order that their event can proceed. Discussions in respect of deposits would need to be between the current occupier and any person with a booking to resolve, but full refunds should be expected.

Conclusion

Debate and discussions around the operation of the Lido have been ongoing for too long. It is time to move forward and make a fresh start. That opportunity awaits with a proven and experienced local business who are rooted in the community. By respecting the expressions of interest process, and rejecting P.94, Members can take that opportunity.

Statement under Standing Order 37A [Presentation of a Comment relating to a proposition]

P.94/2025 is scheduled for debate at the 25th November sitting, and on that basis a comment would be due by noon on 21st November.

Given, however, that Deputy Warr has indicated his intention to request a reduced lodging period, a comment is being presented in advance of the 11th November sitting. The Minister for Infrastructure is supportive of this request for a reduced lodging period. Insofar as a noon deadline would apply in anticipation of the reduced lodging period being accepted, the comment was submitted after noon on 7th November in order that a States Member's briefing on this subject could take place beforehand, and any questions that arose from that briefing could be addressed in the comments.

Annex 1 – Licence signed 19/12/2024

THIS LICENCE is made on the 19th day of December 2024

BETWEEN the Licensor and the Licensee

Definitions:

Licensor	The Public of the Island of Jersey c/o Jersey Property Holdings La Collette Depot, La Route de Veulle St Helier Jersey JE2 3NX which address shall be the address for the service of any notices pursuant to clause 11.
Licensee	The Lido (Havre Des Pas) Limited, Maison Friquettes, La Rue Des Friquettes, St Saviour, Jersey JE2 7UF which address shall be the address for the service of any notices pursuant to this Licence.
Property	The Havre des Pas Complex, Havre des Pas, St Helier, Jersey the location of which is shown edged red for identification purposes only on the plan annexed at Schedule 1.
Licensed Premises	The: 1. whole of the interior of the Licensed Premises comprising the Havre des Pas Café and Kiosk, and the 2. Al Fresco Terrace at the Property and including all Licensor's fixtures and fittings from time to time and all alterations, additions and improvements and replacements made thereto during the Term the location of which is shown edged red for identification purposes only on the plan annexed at Schedule 2.
Public Toilets and Changing Rooms	The Public Toilets and Changing Rooms at the Property, which facilities shall be opened by the Licensor to the general public during the hours of 7.00 AM to 8.00 PM daily (or such opening hours as decided by the Licensor) the location of which is shown edged red for identification purposes only on the plan annexed at Schedule 3.
Outside Lower and Upper Terraces	The Outside Lower and Upper Terraces at the Property the location of which is shown edged red for identification purposes only on the plan annexed at Schedule 4.
Contents	The Licensor's fixtures fittings and equipment at the Licensed Premises, including those listed in the inventory at Schedule 5 and any other item from time to time on the Licensed Premises which would constitute a Licensor's fixture or fitting.
Term	[14 months — expiring on Christmas Day 2025]
Commencement Date	01 November 2024
Termination Date	25 December 2025

Licence Fee	Ten Thousand Pounds (£10,000) (exclusive of GST) per annum, pro rata adjusted for the period of the Term, and payable monthly in advance
Agreed Use	The use of the Licensed Premises by the Licensee as a café, events venue and refreshments kiosk.
Opening Period	The minimum period the business must open to customers/the general public, being the continuous period from Spring school half-term week until summer holidays, and subject to the Licensed Premises Opening Times.
Opening Times	The minimum daily hours during which the business must be in operation by the Licensee and open to customers/the general public during the Licensed Premises Opening Period, being the continuous hours from 10.00 am to 17.00 pm.
Licensee's Outside Event	A private or public hospitality event held by the Licensee on the Licensor's Outside Lower and Upper Terraces at the Property.
Licensee's Outside Event Maximum Capacity	The maximum number of persons including employees of the Licensee permitted to be at the Property during a Licensee's Outside Event, being three-hundred and fifty (350) persons in total, including, for the avoidance of doubt, members of the public and persons on the: 1. Licensed Premises 2. Outside Lower and Upper Terraces 3. any other part of the Property. 4. any other part of the Property. 5. NOT Including swimming in the pool. The licensee is responsible for restricting the numbers of the public to meet this maximum.
Fire Safety Strategy	A document produced by the Licensee in accordance with clause 2.5 (l).

Unless the context otherwise requires the singular shall include the plural and vice-versa the masculine gender shall include the feminine and the neuter and vice-versa and references to a clause shall be to a clause of this Licence.

All references to a statute or statutory provisions shall be construed as including references to any modifications consolidation or re-enactment for the time being in force to any statutory rules regulations or orders made pursuant to it and to any former statutes or statutory provisions of which it is a consolidation re-enactment or modification.

1 Agreement to Licence

1.1 The Licensor agrees to licence to the Licensee the Licensed Premises and the Contents:

- (a) for the Term;
- (b) at the Licence Fee payable on the Payment Terms;
- (c) for use in accordance with the Agreed Use;
- (d) for use during the Licensed Premises Opening Period and the Licensed Premises Opening Times;
- (e) for use to include Licensee's Outside Events in accordance with the Licensee's Outside Event Maximum Capacity;
- (f) for use in accordance with the Fire Safety Strategy;
- (g) for use in accordance with the terms and conditions of this Agreement.

2 Licensee Covenants

The Licensee undertakes and agrees with the Licensor:

2.1 Payment

- (a) To pay the Licence Fee on the days and in the manner specified in the Payment Terms to the Licensor. Should any part of the Licence Fee not be received by the Licensor on the due date then interest at the rate of 5% above the Bank of England base rate shall be charged on such outstanding balance until it shall be received into the Licensor's bank account together with all reasonable administration charges resulting from actions taken for the recovery of any late payments.
- (b) To be responsible for the payment of all outgoings and utility costs (including sewerage oil water gas electricity and telecommunications as applicable) relating to the Property and to pay the total cost of any re-connection fee relating to the supply of gas oil electricity or telephone if the same is disconnected and at all times hereafter to keep the Licensor indemnified against all and any claims demands and liabilities in respect thereof.
- (c) To be responsible for reading check meters in respect of utility services at the Property applicable to those parts of the Property outside of the Licensed Premises, and to invoice the Licensor for those utility costs, setting out the details of the meter readings and the utilities rates used, the Licensor being obliged to pay the Licensee in the manner specified including a 5% management charge. To be paid within 30 days of receipt of the invoice.
- (d) To pay all existing and future rates (including Islandwide and Parish rates) taxes assessments and other outgoings payable by an occupier in respect of the Licensed Premises and in the event that the Licensed Premises form part of any property to pay an appropriate share of the same as determined by the Licensor.
- (e) To pay or reimburse to the Licensor the service charge contribution (if any) in respect of the Licensed Premises payable to the owner of any property of which the Licensed Premises forms part.
- (f) All sums payable or other consideration provided by the Licensee to the Licensor or by the Licensor to the Licensee pursuant to this Licence are exclusive of any Goods and Services Tax ("GST") (as defined in the Goods and Services Tax (Jersey) Law 2007 and any future tax of a like nature) which is chargeable on the supply or supplies for which such sums or other consideration (or in either case any part thereof) are the whole or part of the consideration for GST purposes.
- (g) When a taxable supply for GST purposes is made pursuant to the Licence by either the Licensor or the Licensee the party making the supply shall provide to

the other a valid GST invoice in respect of such supply and any GST so payable shall be paid promptly following receipt of the same. Further where either party is required by the terms of this Licence to reimburse the other for any cost or expense such reimbursement shall include such part as represents GST.

2.2 Maintenance

- (a) To keep the interior of the Licensed Premises and the Contents in good and clean order.
- (b) To replace all broken glass in doors and windows and to keep all windows and doors (including locks) in good working order and properly cleaned both inside and out.
- (c) Not to allow the accumulation of any refuse rubbish or waste at the Licensed Premises and to be responsible for the control management and collection of waste and litter arising from the Licensee's customers using the Property.
- (d) Not to pollute or contaminate any water supply (whether on the surface or underground) stream or tidal waters and in particular to observe and comply with the terms of the Water Pollution (Jersey) Law 2000.
- (e) To keep all drains free from obstruction and not to stop up or interfere with the soil or waste pipes serving the sanitary fittings in the Licensed Premises and take good care of and keep all sinks wash-hand basins showers baths lavatories other sanitary fittings and drains in good working order and to replace them forthwith if damaged and to make good at the Licensee's expense any blockage or damage whatsoever to any part of the Licensed Premises and/or the Contents caused by the act or negligence of the Licensee or the servants employees agents or invitees of the Licensee.
- (f) To keep all electrical appliances and systems in the Licensed Premises in good working order and to replace them forthwith if damaged.
- (g) Not to overload the heating lighting or power points in the Licensed Premises.
- (h) To be responsible testing of all smoke/fire detectors fitted in the Licensed Premises and to conduct user testing – operational test of the system/detector heads at a set time weekly.

2.3 Alterations

- (a) Not to damage or destroy the Licensed Premises or to damage lose or destroy the Contents.
- (b) Not to make any structural alteration or material addition whatsoever to the Licensed Premises nor to make any alteration in the plan external construction height roof walls timbers elevations or architectural appearance thereof.
- (c) From the beginning of this licence agreement not to make any non-structural alteration or addition to the interior of the Licensed Premises.

2.4 Security and Access

- (a) To permit the Licensor and any person authorised by the Licensor at reasonable times of the day on the provision by the Licensor to the Licensee of 48 hours' prior notice (unless in the case of an emergency) to enter the Licensed Premises for the purpose of viewing and inspecting the condition and state of repair of the Licensed Premises and verifying whether the Licensee is in compliance with the Licensee's obligations in this Licence. Subject to compliance with all licensing laws

- (b) In the event of any breach or non-performance of the covenants the Licensor may give to the Licensee notice in writing to repair remedy and amend the same at the Licensee's own cost and the Licensee shall complete the said works as expeditiously as possible after receipt of the said notice (subject always to labour and materials being available) and in the case of default by the Licensee it shall be lawful for the Licensor to enter upon the Licensed Premises for the purpose of stopping breaches of covenant and executing such repairs and the Licensee shall immediately repay on demand to the Licensor the amount of the outlay and all reasonable expenses so incurred (including any legal and surveyors' fees).
- (c) To permit the Licensor and any person so authorised by the Licensor at reasonable times of the day on the provision by the Licensor to the Licensee of 48 hours' prior notice to enter the Licensed Premises with a view to marketing the same to any prospective purchaser of the Licensed Premises and (within the last three months of the Term only) to enter the Licensed Premises with a view to marketing the same to any prospective Licensee.
- (d) Not to leave the Licensed Premises unattended for more than 28 consecutive days without the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed) and properly to secure all locks and bolts to the doors windows and other openings at the Licensed Premises when leaving it unattended.
- (e) The Lessee to guarantee that a set of keys are provided to the lessor in the event of any changes to any locks on any doors or windows in or about the Premises.

2.5 Obligations and Restrictions

- (a) It is acknowledged and agreed that the parties have no intention other than to create a valid and effectual licence as contained herein and that the terms of this Licence accurately reflect the intention of the parties.
- (b) This Licence shall not include or operate so as to confer on the Licensee any right, privilege, easement, advantage or exclusivity in, through, over and upon any land or premises save as specifically granted under the terms of the Licence. and nothing herein contained shall be intended to create nor shall be construed nor interpreted as if in any way creating a tenancy arrangement nor relationship of landlord and tenant between the parties.
- (c) This Licence does not, nor is it intended to, expressly or impliedly waive or otherwise undermine the efficacy of the Notice served by the Public of the Island in accordance with Loi (1919) sur la Location de Bien-Fonds. Such Notice was validly served by the Public on 29 October 2024 in relation to a lease agreement which The Lido (Havre Des Pas) Limited states to have existed prior to the serving of that Notice.
- (d) To use the Licensed Premises solely for the Agreed Use.
- (e) To use the Al Fresco Terrace only during the Licensed Premises Opening Period and the Licensed Premises Opening Times, it being agreed that outside of the Licensed Premises Opening Period and the Licensed Premises Opening Times the Al Fresco Terrace shall be available for use by the general public.

To monitor weather forecasts in respect of the safe evacuation of the Licensed Premises generally and also during Licensee's Outside Events, and in the event of the Jersey Meteorological Dept forecasting the following warnings, the Licensee must act as set-out:
 - (i) Orange weather warning – the Licensee must contact the Jersey Meteorological Dept directly and seek advice on the risks to persons

evacuating the Licensed Premises generally and also during Licensee's Outside Events;

- (ii) Red weather warning – the Licensee must and close the Licensed Premises to customers and cancel any planned Licensee's Outside Event.
- (f) Not to do or permit or suffer to be done in or on the Licensed Premises any act or thing which may be a nuisance damage or annoyance to the Licensor or to the occupiers of any neighbouring Licensed Premises or which may prejudice the safety of the Licensed Premises or any adjoining or neighbouring Licensed Premises.
- (g) Not to use the Licensed Premises for any illegal or immoral purpose.
- (h) Not to cause or permit or suffer to be done on the Licensed Premises anything which is in breach of the Planning and Building (Jersey) Law 2002 or the Building Bye-Laws (Jersey) 2007 or any amendment to or re-enactment thereof.
- (i) Not to bring to the Licensed Premises any portable heaters fired by liquid or bottled gas fuels without the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed but may be subject to such conditions as the Licensor deems fit) nor to store inflammable or dangerous substances at the Licensed Premises.
- (j) Not to keep on the Licensed Premises any bird or animal of any kind without the prior written consent of the Licensor.
- (k) Not to affix paint or exhibit or suffer to be affixed painted or exhibited on the exterior of the Licensed Premises or from any window thereof any flag signboard placard poster electric sign or other advertisement whatever except such notices or signs indicating the name of the Licensee as may have been approved in writing by the Licensor (such approval not to be unreasonably withheld or delayed) and in respect of which all and any requisite statutory consents have been obtained. The Licensee shall exclusively be permitted to put banners/signs on the boardwalk at the Property advertising the business of the Licensee and that it is open.
- (l) Not to do or permit or bring in or upon the Licensed Premises anything which may overload the floors of the Licensed Premises nor to suspend any excessive weight from the ceilings or walls of the Licensed Premises nor to place or permit to be placed within or upon the Licensed Premises any heavy loads or machines which are unstable or are dangerous by their nature or condition or which could tend to erode damage or make less secure the stability of the structure of the Licensed Premises.
- (m) Not to allow the Licensed Premises or any part thereof to be used as sleeping quarters or dwelling accommodation.
- (n) To take all practicable and proper precautions and to use all reasonable means for the prevention of fire to the satisfaction of the Licensor and in particular not to block up or obstruct any fire exits or access to fire-fighting equipment within the Licensed Premises.
- (o) To produce within four weeks of the Commencement Date and to submit to the Licensor a Fire Safety Strategy setting out:
 - (i) the Licensee's fire evacuation procedures and actions in the event of a fire at the Licensed Premises, included during a Licensee's Outside Event;

- (ii) the fire safety and evacuation training given to the Licensees' staff by the Licensee and the record keeping of such training;
- (iii) the requirement for fire extinguishers and other fire fighting equipment on the Licensed Premises, which extinguishers and equipment must be installed and maintained by the Licensee.
- (p) Not to store or keep on the Licensed Premises any appliance or material which in the reasonable opinion of the Licensor is noxious and/or unsafe.
- (q) To permit customers of Licensee to use the Public Toilets and Changing Rooms and in the event that such use is outside of the Licensor's opening hours to leave the facilities clean tidy and in good order and replenished with hand soap and toilet paper.
- (r) To ensure that food of a good quality is served and that adequate staff are on duty to provide an efficient service.
- (s) To comply at all times with the requirements of the Food Hygiene (General Provisions) (Jersey) Order 1967.

2.6 Licensee's Outside Events

- (a) The Licensee may hold Licensee's Outside Events on the Licensor's Lower and Upper Terraces subject to:
 - i) the general public continuing to have free access to the Licensor's Lower and Upper Terraces and the Property generally that are not used for the Licensee's Outside Events.
 - ii) the Events being in accordance with the Licensee's Outside Event Maximum Capacity;
 - iii) the Events being managed by the Licensee in accordance with the Fire Safety Strategy;
 - iv) the Licensee producing having a Health and Safety Risk Assessment;
 - v) the Licensee obtaining all necessary Licences/Consents for every Licensee's Outside Event.
 - vi) the Licensee indemnifying and saving harmless the Licensor against all and any actions demands costs expenses and claims whatsoever arising out of or in connection with Licensee's Outside Event; save where they arise due to the act, neglect or default of the Licensor or those for whom it is responsible in law.

2.7 Insurance/Reinstatement

- (a) To pay and compensate the Licensor fully for any irrecoverable costs expenses loss or damage incurred or suffered by the Licensor as a consequence of any breach of the Licensee's covenants in this Licence and/or arising out of or in connection with the occupancy and use of the Licensed Premises by the Licensee and to indemnify the Licensor against all actions claims and liabilities in that respect.
- (b) To notify the Licensor promptly of any disrepair damage or defect affecting the Licensed Premises or any event which causes damage to the Licensed Premises or the Contents or which may give rise to a claim under the insurance of the Licensed Premises or the Contents and to pay to the Licensor when requested the cost of any repair or replacement which is irrecoverable under the insurance implemented by the Licensor as a consequence of any act or omission of the Licensee and/or its servants employees agents or invitees.

- (c) Not to do or permit or suffer to be done in or on the Licensed Premises any act or thing which may invalidate any insurance of the Licensed Premises or cause the premiums to increase and to pay to the Licensor on demand all sums paid by way of increased premium and all expenses incurred by the Licensor on or about any renewal of any such policy rendered necessary by a breach of this covenant and all payments shall be recoverable as Licence Fee.
- (d) To effect and maintain in force a public liability policy upon terms and with Insurers approved by the Licensor for an indemnity limit of five million pounds (£5,000,000) Sterling or such other sum as the Licensor may reasonably require in respect of any one occurrence or such other sum as the Licensor may from time to time reasonably require and to produce to the Licensor on demand the policy or policies and the receipt or receipts in respect of premiums paid for such insurance cover.
- (e) To produce to the Licensor on demand and to display the current Licence Fee certificate for insurance cover held by the Licensee as required under the terms of the Employers' Liability (Compulsory Insurance) (Jersey) Law 1973.

2.8 Assignment

Not to assign this Licence to any party whomsoever without licensors approval which must be applied for 2 weeks in advance of an event.

2.9 General

- (a) Insofar as is commensurate with the Licensee's obligations pursuant to this Licence to comply in all respects with the provisions of any Statute Act Law Regulation Order Direction or Notice from time to time in force and relating to the Licensed Premises and the occupation of the Licensed Premises by the Licensee including all applicable planning and health and safety legislation and regulations and to indemnify the Licensor against all actions proceedings damages penalties costs charges claims or demands which may be brought or made by reason of breach of any such Statute Act Law Regulation Order Direction or Notice.
- (b) To indemnify the Licensor in respect of all costs incurred to recover any arrears of Licence Fee and/or damages for breach of the Licensee's covenants.
- (c) To indemnify and keep indemnified the Licensor against all and any actions demands costs expenses and claims whatsoever arising out of or in connection with the occupancy and use of the Licensed Premises by the Licensee and any other person or body using the Licensed Premises with the Licensee's expressed or implied permission in respect of any injury or illness to or death of any person or damage to any property. Save where they arise out of or area in connection with any act, neglect or default of the Licensor of those for Whom It is responsible in law.

2.10 Termination

- (a) To pay for any cleaning services that may be required to reinstate the Licensed Premises and/or the Contents to the condition required by the Licensee's covenants to the reasonable satisfaction of the Licensor and in accordance with the Schedule of Condition.
- (b) To leave the Contents at the end of the Term in approximately the same places in which they were located at the Commencement Date.
- (c) To yield up the Licensed Premises and the Contents at the end of the Term in accordance with the Licensee's covenants herein and unless otherwise agreed in writing between the parties the Licensee shall have no right to make any claim against the Licensor for compensation in respect of monies spent for the

improvement of the Licensed Premises or the maintenance thereof or otherwise licensee to return the premises in no worse state than at the start of the agreement.

- (d) To remove at its expense if so requested by the Licensor all or any of the installations apparatus fixtures and/or fittings which have been constructed or installed in or upon the Licensed Premises by the Licensee notwithstanding that by their nature they may have become fixtures and fittings of the Licensor and to make good the area or areas of the Licensed Premises thereby affected likewise at the expense of the Licensee.
- (e) To return the keys of the Licensed Premises to the Licensor on the agreed vacation date or the Termination Date (whichever is sooner) and to pay for all reasonable charges incurred by the Licensor in securing the Licensed Premises against re-entry where keys are not returned.

3 The Licensor agrees with the Licensee:

3.1 Provided that the Licensee shall pay the Licence Fee and perform the Licensee's covenants hereunder to permit the Licensee to have peaceable use of the Licensed Premises for the Term of the Licence until its expiry on Christmas Day 2025.

3.2 To pay all owner's (foncier) rates due in respect of the Licensed Premises and any Schedule A income tax to which the Licensor may be liable in respect of the Licence Fee.

3.3 To keep the exterior of the Licensed Premises in a good and clean condition, it being agreed by the Licensee that due to the age and nature of the structure of the Licensed Premises and the Property a substantially wind and watertight state cannot be provided to the interior of the Licensed Premises and the Licensor is required only to use its best endeavours both financially (in relation to the Licence Fee received) and practically in respect of its obligations under this clause.

3.4

- (a) To keep the Licensed Premises insured against those risks usually covered in a comprehensive policy.
- (b) In the event of the Licensed Premises or any part thereof being destroyed or damaged without undue delay but subject to the necessary labour and materials being procurable and all necessary permissions and consents having been obtained all monies received by the Licensor by virtue of the insurance effected by the Licensor hereunder as shall be attributable to the rebuilding and reinstating of the Licensed Premises shall be applied for this purpose.
- (c) In the event that any monies are withheld or refused by the insurers concerned as a result of any action or default on the part of the Licensee its servants employees agents or invitees then the total of any such irrecoverable sums shall be borne in full by the Licensee out of its own monies.
- (d) The Licensor shall be under no liability under this Licence to make good any damage to Licensees or trade fixtures or other property of the Licensee nor to compensate the Licensee for any consequential loss or inconvenience which the Licensee may suffer by reason of such destruction or damage; unless caused by act, neglect or default of the licensor or those for whom it is responsible in law.
- (e) That in case such destruction or damage as aforesaid shall render the Licensed Premises unfit for occupation or use and in the opinion of the Licensor's Surveyor or Architect shall necessitate substantial reinstatement or rebuilding this Licence may be determined by the Licensor giving to the Licensee one (1)

month's notice in writing; the Licensee in such event paying the Licence Fee up to the date of such destruction or damage.

(f) To procure public liability insurance for the property.

3.5 To effect the Licensor's work as set-out in Schedule 7 causing as little inconvenience to the Licensee or its business as is reasonably practicable.

3.6 Not to do anything at the Property which will prejudice or be detrimental to the Licensee's Agreed Use.

4 Grant and Reservation

4.1 The Licensee is granted by the Licensor the right in common at all reasonable times during the terms of this Licence to pass through over and along all such entrances exits and passageways as may be provided by the Licensor for the purpose of gaining access to and egress from the Licensed Premises subject to compliance with all reasonable directions of the Licensor in respect of the use and security of such entrances exits and passageways.

4.2 The Licensor reserves the following rights

(a) The right at all times to use and enjoy jointly with the Licensee all pipes wires and other services now existing on in or under the Licensed Premises and if so desired to renew the same and to install construct and use other pipes wires and services on in or under the Licensed Premises.

(b) The right to carry out such works and do such things as are necessary to enable the Licensor to carry out its obligations under this Licence or any other agreement licence or Licence of any adjoining building or land. Subject to causing minimum disruption to the Licensee or its business.

(c) The right at any time and from time to time (subject to causing the minimum reasonable disturbance to the Licensee) to carry out such extensions renovations repairs or works of maintenance or otherwise to the Licensed Premises as it may deem necessary and this without incurring any liability to the Licensee in respect of any consequential inconvenience disturbance or loss caused thereby.

(d) The right at all times to use the Lifeguard Room which shall be for the exclusive use of the lifeguards stationed at the Complex. It being understood and agreed that the lifeguards shall have right of way and passage to and from the Lifeguard Room at all times and for all purposes ancillary to their function over the necessary parts only of the Licensed Premises; it being further understood for the avoidance of any doubt that the right of way shall also be for the benefit of any member of the general public requiring treatment and/or attention by the lifeguards.

5 Breach

5.1 In the event of:

- (a) the Licence Fee remaining unpaid for a period of thirty (30) days after the same shall have become due and payable whether demanded or not; or
- (b) the Licensee failing to conform with any of the Licensee's covenants under this Licence and failing to remedy the relevant breach after being given reasonable notice by the Licensor of the requirement to do so; or
- (c) the Licensee and/or any guarantor of the Licensee's obligations under this Licence (and in the event of either being a corporate entity then this sub-clause shall apply to its officers and members) being convicted of a criminal offence or found to have committed a civil offence punishable by a fine of Level 3 or above; or
- (d) the Licensee and/or any guarantor of the Licensee's obligations under this Licence being declared en désastre or committing any act indicative of bankruptcy or being in a state of insolvency as defined in the Bankruptcy (Jersey) Law 1990 and the Interpretation (Jersey) Law 1954;

this Licence shall absolutely cease and determine and the Licensee shall immediately vacate the Licensed Premises and yield up the Contents in a condition commensurate with the Licensee's obligations at clause 2.11.

In the event of the Licensor exercising its rights under clause 5.1 and the Licensee failing to immediately vacate the Licensed Premises and yield up the Contents the Licensor shall have the right to apply to the appropriate Court of Jersey for the immediate eviction of the Licensee without prejudice to the right of the Licensor to claim damages from the Licensee whether in respect of non-payment of Licence Fee or otherwise.

6 Destruction or Damage

- 6.1 Should the Licensed Premises or any part thereof be destroyed or so damaged by fire or otherwise so as to be unfit for occupation or use then in such case unless such destruction shall have been caused by negligent or intentional act or default of the Licensee or any of the servants employees agents or invitees of the Licensee the Licence Fee or a fair and just proportion thereof according to the nature and extent of the damage sustained shall until the Licensed Premises has been rebuilt or reinstated and made fit for occupation or use shall be suspended and cease to be payable.

7 National Defence etc.

- 7.1 It is understood and agreed between the parties that in the event that the Licensed Premises are required by His Majesty's Government or by the Licensor for purposes of National Defence National Emergency or Civil Emergency or in the public interest (provided always that the Licensor shall have declared the nature of that interest) the Licensor shall be entitled forthwith to terminate this Licence and to retake possession of the Licensed Premises without any prior notice and without any payment of compensation whatsoever save that in such an event the Licensor shall refund to the Licensee any Licence Fee paid in advance by the Licensee in respect of the Licensed Premises for any period beyond the date upon which this Licence shall be terminated and possession of the Licensed Premises is retaken by the Licensor.
- 7.2 It is understood and agreed between the parties that in the event that essential major works are required on coastal defences and/or structures at the Property or immediately adjacent to or adjoining the Property, which works render the Property unsafe for use, the Licensor shall be entitled forthwith to temporarily terminate this Licence and to retake possession of the Licensed Premises without any prior notice and without any payment of compensation whatsoever save that in such an event the Licensor shall refund to the Licensee any Licence Fee paid in advance by the Licensee in respect of the Licensed Premises for any period beyond the date upon which this

Licence shall be terminated and possession of the Licensed Premises is retaken by the Licensor.

- 7.3** Nothing contained in this Licence shall be so construed as to derogate from the powers possessed by the States of Jersey the Licensor or any duly authorised officer of the Licensor by virtue of such legislation as may from time to time have effect in the Island of Jersey or to exempt the Licensee from the provisions of any laws statutes orders and regulations having effect in the said Island of Jersey.

8 Disputes

Any dispute arising between the Licensor and the Licensee relating to the Premises and not being a matter which falls to be dealt with in any other manner under the terms of this License or by law shall in the absence of agreement between the parties thereon be referred to an arbitrator to be nominated by the Licensor and the Licensee. In the case of disagreement as to the appointment of the arbitrator he or she shall be appointed by the President for the time being of the Jersey Law Society and the decision of such arbitrator shall be final and binding upon the parties.

9 Break

Licensee may terminate this License by giving notice in writing to that effect to the Licensor at least 60 days before the relevant Break Date.

10 Notices

- 10.1** Any notice decision direction approval authority permission or consent to be given by the Licensor under this Licence shall be in writing and shall be valid and effectual and shall be deemed to have been validly served on or conveyed

- (a) to the Licensor if sent by prepaid post to the Licensor at the Licensor's Address or such other address for service in the Island of Jersey as the Licensor may from time to time notify in writing to the Licensee.
- (b) to the Licensee if sent by prepaid post to the Licensee at the Licensee's Address or such other address for service in the Island of Jersey as the Licensee may from time to time notify in writing to the Licensor.

11 Jurisdiction

- 11.1** This Licence shall be governed by and interpreted in accordance with the laws of the Island of Jersey.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written

SIGNED by
Director of Jersey Property Holdings
for and on behalf of the
Public of the Island of Jersey
this December 2024
in the presence of:



.....
Witness



SIGNED by the Licensee
this December 2024
in the presence of:



Witness
DEPUTY DAVID VARR



SCHEDULE 1 – THE PROPERTY



[illegible]

MAIN LEVEL PLAN
1:100

SCHEDULE 3 – THE PUBLIC TOILETS AND CHANGING ROOMS



SCHEDULE 4 – THE UPPER & LOWER TERRACES



SCHEDULE 5 – THE CONTENTS

Quantity	Description	Serial Number
1	New Cougar 4 ring electric hob with convection oven	2105008728 and 205008975
1	New Cougar twin bowl fryer on single base stand to accept griddle	2015009422
1	New Cougar 600mm griddle on base stand price included in above	2015009336
1	New Blizzard 21 cu ft fridge	RWD 5092CX6
1	New Blizzard Chest freezer silver with stainless steel lid	20145153061
1	New Sammic dishwasher	13020831500005
1	New Marco Water boiler	04156186

Annex 2 – Record of Service of Notice to Quit



RECORD OF SERVICE

This 29th day of November, 2024; **I hereby certify that**, at the instance of the Public of the Island of Jersey, I have notified The Lido (Havre Des Pas) Limited, to quit on **THURSDAY, the 25th day of December, 2025**, possession of the premises known as, The Lido (Havre Des Pas), St Helier, by leaving the documents to Advocate Paul Haben, of Viberts, who accepted service on behalf of the said Lido (Havre Des Pas) Limited.


Viscount Substitute

O Bridal

Served, the 29th day of October, 2024.

HM ATTORNEY GENERAL
MARK TEMPLE KC

HM SOLICITOR GENERAL
MATTHEW JOWITT KC

Director Civil Division - Advocate SYLVIA ROBERTS



LAW OFFICERS' DEPARTMENT
MORIER HOUSE
ST HELIER
JERSEY JE1 1DD

Email: enquiries@lawofficers.je
www.gov.je/lawofficers

Your Ref:
Our Ref: 201-18-02.20240005

29 October 2024

The Lido (Havre Des Pas) Limited
Maison Friquettes
La Rue Des Friquettes
St Saviour
JE2 7UF

Dear Sirs

Notice to Quit – kiosk and internal restaurant area within the Havre des Pas Swimming Pool Complex - Loi (1919) sur la Location de Biens-Fonds

We act for the Public of the Island of Jersey, in connection with your continued occupation of the Havre des Pas Swimming Pool Complex (the "**Premises**"). You entered into a lease agreement with the Public in relation to the Premises on 1 September 2015 (the "**Lease**"). The Public issued a break notice in respect of the Lease on 24 February 2021 and this break notice came into effect on 1 September 2021. Despite this, you continued to occupy the Premises after the break notice came into effect.

Irrespective of the break notice, the Lease terminated on 31 August 2024. You have continued to occupy the site following the termination of the Lease. We note from correspondence that your legal representatives sent to Jersey Property Holdings on 11 October 2024 that you consider that you occupy the Premises pursuant to a periodic tenancy.

To the extent a periodic tenancy exists, the Public of the Island of Jersey serves notice on you to quit the Premises. To that end, please find enclosed a Notice to Quit giving you notice that any periodic tenancy which exists will determine on 25 December 2025.

This communication may contain legal advice which is confidential and/or privileged. It should not be forwarded or copied to anyone else without the prior permission of the author.
Doc Id: 2310427

As you will be aware, the Public does not accept that you currently occupy the premises pursuant to a periodic tenancy. Accordingly, this Notice to Quit the Premises is serviced without prejudice to the Public's strict legal rights in this respect.

Yours sincerely



Advocate James Rondel
Legal Adviser
D +44 (0) (1534) 441466
E j.rondel@lawofficers.je

Notice to Quit – Loi (1919) sur la Location de Biens-Fonds

TO: The Lido (Havre Des Pas) Limited of Maison Friquettes, La Rue Des Friquettes,
St Saviour, JE2 7UF, Jersey (Tenant)

FROM: Public of the Island of Jersey c/o Jersey Property Holdings of Maritime House,
La Route du Port Elizabeth, St Helier, JE2 3NW (Landlord)

RE: Kiosk and internal restaurant area within the Havre des Pas Swimming Pool
Complex (Premises)

WE, the Landlord, GIVE YOU NOTICE that we, require you to give vacant possession
of the Premises on 25 December 2025 so that the tenancy arising pursuant to Loi
(1919) sur la Location de Biens-Fonds in respect of the Premises will come to an end
on that date.

SIGNED: 
ADVOCATE JAMES RANDEL
For and on behalf of the Landlord

DATED: 29 October 2024

Annex 3 – Expressions of Interest Timetable

29 Oct 2024	The Lido (Havre Des Pas) Limited are served by the Viscount's Department with a Notice to Quit, requiring them to vacate the premises on or before Christmas Day 2025.
31 Oct 2024	Notification by Queree Property Consultants (QPC) of intent to seek Expressions of Interest on behalf of the Government for the lease of Havre Des Pas Bathing Pool and Café. Deadline for submissions confirmed as 31 st December 2024.
31 Dec 2024	4 Expressions of Interest received by QPC.
10 Jan 2025	QPC contacted the 4 parties noting that there would be a request for further information by way of a written submission that would be used to draw up a short-list for more detailed discussions on the terms of a lease.
7 Feb 2025	QPC issued the written submission template (which when completed would form an outline Business Plan) to the 4 parties. The information pack noted that the intention was to notify the successful applicant on or before 12 May 2025.
14 Mar 2025	Deadline for receipt of written submission.
7 Apr 2025	Presentation of proposals by the parties to the independent panel. Timing was dependent on availability of panel members (noting easter leave and States sittings).
23 Apr 2025	Amendment to constitution of the independent panel was confirmed to the applicants – the independent property expert was changed due to having to attend to other work commitments (Simon Matthews of the CI Coop appointed to the panel).
29 April 2025	First independent panel meetings to consider proposals.
2 May 2025	Last panel meeting.
7 May 2025	Email sent to Love Our Lido ("LOL") and First Point confirming they had been successful in proceeding to the second round of interviews. In order to get a better understanding of the details behind the applications, the Panel requested a clarification document to be issued to the two applicants. Jersey Property Holdings ("JPH") asked that questions be compiled by Wednesday 14 May and proposed responses by 30 May.
21 May 2025	Delay to the compilation of the Panel questions meant that the clarification document was sent out late. The document that was distributed therefore asked for responses by 6 June and proposing that final panel interviews be scheduled for 9 June.
5 June 2025	LOL sent an email to the Chief Minister requesting that JPH are removed from the process and responsibility transferred to another department.

6 June 2025	No clarification document received from LOL.
8 June 2025	Interviews scheduled for Monday 9 June are cancelled. Minister and Assistant Minister notified on 9 June and are forwarded the LOL email to the Chief Minister.
12 June 2025	LOL meet with the Chief Minister and are informed that if they withdraw from the process then they could not be awarded the lease.
16 June 2025	LOL are given an extension to submit clarification document.
3 July 2025	Final independent panel meeting takes place.
14 July 2025	Target announcement date for the decision on the outcome of the process.
15 July 2025	Applicants are advised of a delay in confirming the decision – this is due to availability of panel members.
18 July 2025	Both parties are notified of the decision – LOL confirmed as the preferred applicant – with a collaboration period until 26 September to agree the contract and gain charity status.
20 July 2025	LOL confirmed acceptance and that they were in the process of gaining charity status
7 August 2025	Email to LOL – confirming the Government are currently working on a draft lease which will reflect the agreed Heads of Terms as set out in the expressions of interest documentation
18 August 2025	Draft lease is forwarded to LOL. The document was the same as the Heads of Terms that were issued at the beginning of the process in the information pack to applicants.
27 August 2025	LOL now seeking a £200,000 contribution per annum from the Government where their original brief to the panel suggested a possible underwrite of £16,000 and the EOI stated £60,000.
1 September 2025	LOL summarised their communication with the Chief Minister in an email to JPH.
1 September 2025	Director of JPH emails LOL confirming the LOL original submission did not include additional funds.
24 September 2025	LOL ask for an extension until 31 December to sign the lease.
29 September 2025	Note to LOL informing them that as the lease was not signed, they were no longer the preferred applicant and the reserve applicant would now have until 31 October to agree a lease. Firstpoint informed that discussions will commence with them to agree a lease.
10 October 2025	Confirmation that Firstpoint were willing to sign the lease on the agreed terms.

