

Ministerial Offices | Government of Jersey | Union Street
Jersey | St Helier | JE2 3DN

By email

31st October 2025

Dear Chair,

Draft Harbours (Inshore Safety) (Jersey) Amendment Regulations 202-

Thank you for your letter of 24th October, in which you ask a number of questions regarding the Draft Harbours (Inshore Safety) (Jersey) Amendment Regulations 202-. I have set out answers to each of these below:

The MoU is a non-binding, written agreement between Ports of Jersey and the States of Jersey Police. Unlike a legally binding contract, the MoU establishes a framework for cooperation and expresses a commitment to work together in good faith, with common goals, intentions, and responsibilities. Whilst the MoU provides detail of the broad areas of responsibility and intent, operational responsibilities and decisions regarding specific incidents remain within the remit of the Chief Officer of the States of Jersey Police ('the Chief Officer') and the Harbour Master of Ports of Jersey.

As the MoU has been developed directly between SoJP and PoJ, and as most of the questions relate to operational elements of the MoU, both parties have been consulted to assist in the development of the responses detailed below.

Memorandum of Understanding

1. *Under 'Ports of Jersey Responsibilities' it appears that the Draft Harbours (Inshore Safety) (Jersey) Amendment Regulations 202- has been removed from the list of legislation that the POJ have responsibility for. Can you confirm whether this is simply an administrative error or if this is an intentional change, why has it been removed?*

This is an intentional change. Direct reference to the Draft Harbours (Inshore Safety) (Jersey) Amendment Regulations 202- is not required as it is subordinate legislation to the primary Harbours (Administration) (Jersey) Law 1961 and the Shipping (Jersey) Law 2002, which are both referenced within the MOU.

2. *The Panel note the new title of 'States of Jersey Police Responsibilities' and that this is defined as being "to investigate a serious crime that has occurred or is occurring".*
 - a. *Can you provide clarification as to the intention behind this addition?*

The reference to "serious crime" reflects the Police's statutory responsibilities under PPACE (Police Procedures and Criminal Evidence (Jersey) Law 2003) to investigate serious offences, recognising capability and capacity considerations.

- b. *What is the definition of 'serious crime' and where is this defined?*

“Serious crime” is defined within PPACE and relevant policing guidance. The definition within PPACE is found in article 101(4):

- (a) conduct which constitutes one or more offences –
 - (i) which involves the use of violence, results in substantial financial gain or is conducted by a large number of persons in pursuit of a common purpose, or
 - (ii) for which a person who has attained the age of 21 and has no previous convictions could reasonably be expected to be sentenced to imprisonment for 3 years or more; or
- (b) conduct which is, or corresponds to, any conduct which, if it all took place in Jersey, would constitute an offence, or offences, of the kind referred to in sub-paragraph (a)

c. *If it is the case that States of Jersey Police are responsible for investigating a serious crime that has occurred or is occurring, in what instances do Ports of Jersey investigate the draft Regulations?*

PoJ retains responsibility for incidents within its remit; cases involving suspected serious criminality are referred to the Police as outlined in the MoU.

3. *Within the MoU the following injuries are listed under Referral to States of Jersey Police as ‘serious injury (as defined by Article 165 (3) of the shipping (Jersey) Law 2002):*

- *“Fracture of the skull, spine, pelvis*
- *Fracture of a bone in the arm other than wrist or hand*
- *Fracture of a bone in the leg other than ankle or foot*
- *Amputation of a limb”*

a) *Can you please confirm that the Article referred to is correct, as this does not appear to be the Article within the Shipping Law that refers to serious injury?*

The incorrect Article reference in the draft MoU was a minor administrative error and will be corrected.

b) *‘Serious injury’ is defined within the Shipping (Jersey) Law 2002 as the following:*

“serious injury” means –

(a) a fracture of the skull, spine or pelvis;

(b) a fracture of a bone in the arm or leg other than in the wrist, hand, ankle or foot;

(c) the amputation of a hand or foot;

(d) a physical injury that –

(i) results in the person being admitted to hospital as an in-patient for more than 24 hours;

or

(ii) would have resulted in that if the ship (at sea) had been in port; or

(e) an injury that results in the person becoming incapacitated, by not being able to function normally, starting within 7 days after the injury and lasting at least 72 hours¹

Can you clarify why not all the definitions of ‘serious injury’ from the Shipping (Jersey) Law 2002 have been inserted into the MoU?

Articles (d) and (e) of the Shipping Law’s definition of “serious injury” are considered within PoJ’s scope for enforcement. As the MoU’s remit covers PoJ and SoJP’s enforcement responsibilities, it is unnecessary to list definitions which are not relevant to the scope of the MoU. Further, the Road Traffic

(Jersey) Law 1956 was recently updated to remove reference to hospital stays and duration, and PoJ and SoJP have sought to align the MoU with the Road Traffic (Jersey) Law 1956 definition.

4. *Within the Memorandum of understanding, it states that;
“Ports of Jersey may refer incidents of this nature to the States of Jersey Police. The ultimate decision will be made by the States of Jersey Police as to which organisation will take primacy and who will be lead agency for the investigation”.*

- a) *Can you please clarify under what circumstances Ports of Jersey “may refer incidents” to the States of Jersey Police?*

PoJ may refer any incident that exceeds its investigative capacity or involves suspected serious criminality, including when serious injury occurs.

- b) *If Ports of Jersey may refer incidents to the States of Jersey Police, can you clarify how the ultimate decision on who will take primacy can sit with the States of Jersey Police? If for example the Ports of Jersey does not refer the incident to the States of Jersey Police, it would not be possible for the States of Jersey Police to decide on who takes primacy?*

SoJP are made aware of incidents only once they have been referred by PoJ. Where an investigation falls within PoJ's capabilities, it will not be referred to SoJP, and PoJ will retain primacy.

5. *The Panel notes that the two references to “suspected manslaughter” have been replaced with “serious criminality”.*

- a) *Can you explain the choice of words used and what this means?*

The wording was broadened to include a wider range of grave offences such as rape and serious assault, not limited to manslaughter.

- b) *Can you provide detail as to why this has been changed?*

Please see answer to question 5(a).

6. *The Panel notes that under the section “Statement of Intent” the following sentence has been updated to include “may have been caused”:*

- *“Where there is a suspicion that death may have been caused by suspected criminality, the police will assume primacy for an investigation and work jointly with other relevant authorities”.*

- a) *What is the definition of “suspected criminality” and where is this detailed?*

This clarifies that police primacy applies where there is reasonable suspicion that death may have been caused by criminality.

- b) Could you provide the Panel with the rationale as to why the wording here has been updated to include “may have been caused by..”? Is it not the case that death will have always been caused by suspected criminality?*

No, accidental deaths can also occur, which are not necessarily caused by criminality.

- 7. The published MoU has been updated to state that the investigation into rape and serious sexual offences will be investigated by the police. In the draft MoU the Panel had examined, the agency handling the investigation of these type of offences was not prescribed.*

- a. Can you explain why it has been necessary to specify that these type of offences would be investigated by the police?*

These are explicitly assigned to the Police due to their specialist expertise and statutory role under the Sexual Offences (Jersey) Law 2018.

- b. Could there perceivably be any other scenario were these type of offences could be investigated under other laws by the Ports of Jersey?*

There are no circumstances under which PoJ would investigate such cases.

- c. Have there been any scenarios where these have been investigated by Ports of Jersey?*

PoJ has never investigated such offences.

- 8. The published MoU states that the “police will keep the Viscount informed on the progress of an investigation”. Is it envisaged that the Viscount would be informed of the progress of all investigations or only ones where there has been a death?*

The Viscount will be informed of progress only in cases involving a death.

- 9. In the draft MoU that the Panel had sight of, there was inclusion of how bereaved families would be supported. This has now been removed from the published version, could you explain the reasoning for this?*

This was removed as it is an operational matter for the SOJP, governed by existing Family Liaison Officer protocols.

- 10. Under the heading of “cost implications” detail around the use of States of Jersey Police facilities has been removed. Can you provide detail as to why this has been removed?*

The reference to Police facility costs was removed as any such costs are minimal and covered by mutual agreement between the Harbour Master and Chief Officer.

11. *The published MoU states that it will be reviewed every 2 years, however in the Minister for Sustainable Economic Development's response to the Panel's recommendations it is stated that the MoU will be reviewed every 3 years. Can you please confirm the accurate time frame and update the documents accordingly?*

This was an administrative error in the response. The MoU will be reviewed every two years, as stated in the document.

12. *One key finding made by the Panel's adviser is that an MoU normally includes the following: "details of financial arrangements, reporting requirements, references to any relevant regulatory requirements including safeguarding and codes of conduct or practice, provisions about property and equipment, timelines, dispute resolution, confidentiality." These elements identified by the adviser as standard for an MoU are not all present in the draft version that was shared with the Panel. The Panel reiterates the need for the above elements to feature in an MoU, will the MoU be updated to include these elements prior to the debate due to now take place on 11th November 2025?*

PoJ and SoJP have confirmed the MoU will not be updated in this manner. The MoU already includes references to cost recovery and financial arrangements. The MoU is a guiding, non-binding framework between PoJ and SoJP, so it is not required nor necessary for it to replicate all clauses typical of a formal contract.

13. *The Panel also highlighted the absence of reference of mechanisms that will be in place to resolve any disputes arising around jurisdiction, costs, seriousness of an offence and primacy. Will the MoU be updated to include these elements prior to the debate?*

PoJ and SoJP have confirmed the MoU will not be updated in this manner. Given its non-binding nature, PoJ and SoJP have jointly agreed that formal dispute mechanisms are not required. Any disagreements are resolved through communication between agency leads.

14. *The Panel continues to consider there to be a lack of clarity as to which agency assumes primacy in investigations. The Panel's expert advisor highlighted the recommendation for clarity on primacy through the inclusion within the MoU of worked example scenarios of how agencies will work together would add clarity and assurance and reduce risk. Will the MoU be updated to include worked example scenarios prior to the debate?*

The Chief Officer and Harbour Master have confirmed that they are satisfied the MoU provides sufficient clarity. Worked examples would not be appropriate, as each incident is case-specific and determined by operational judgement. I support the view that the MoU provides a proportionate, practical, and cooperative framework reflecting current legislative and operational practice. It defines shared intent between two professional bodies while preserving the statutory independence and operational authority of each.

I hope the above information provides clarity to the areas you have raised.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'K. Morel', written in a cursive style.

Deputy Kirsten Morel

Minister for Sustainable Economic Development

Cc:

Deputy Mary Le Hegarat, Minister for Justice and Home Affairs

Captain William Sadler, Jersey Harbourmaster

Robin Smith, Chief Officer, States of Jersey Police