PAC Response (20/10/25 letter)

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PORTS OF JERSEY

Private and Confidential

4 November 2025

Deputy Inna Gardiner
Chair – Public Accounts Committee
Scrutiny Office
States Greffe
Morier House
St. Helier
Jersey
JE1 1DD
Sent electronically to: I.Gardiner@gov.je

Dear Deputy,

Re: Response regarding Arm's Length Bodies, Grants and Subsidies Review

Thank you for your letter dated 20 October 2025, following our recent attendance at the Public Accounts Committee hearing, as part of the Arm's Length Bodies, Grants and Subsidies Review.

We appreciated the opportunity to engage with the Committee and have prepared responses to the follow-on points included in your letter. The enclosed information pack addresses each of the seven items, including relevant supporting documentation. Where appropriate, documents have been marked as confidential, due to highly sensitive content, in accordance with your guidance.

We trust the enclosed materials will assist the Committee in its ongoing review.

Yours sincerely,

Matt Thomas
CEO, Ports of Jersey

Email: matt.thomas@ports.je
www.ports.je

cc. Peter Lamy, Committee and panel Officer (**P.Lamy@gov.je**)

Responses to PAC letter 20 October 2025

1. **A tracked change of the Memorandum of Understanding (MOU) between Ports of Jersey and the Government of Jersey. It would be beneficial if the comparison between the first MOU signed at incorporation and the more recent 2025 version could be provided.**

The original MOU for incorporation has been updated twice since the incorporation of Ports of Jersey in 2015, most recently in 2025 and before that in 2022. A "tracked changes" version of both the 2025 and 2022 iterations of the MOU are attached in *Appendix A* (pages 14-53) of the information pack attached to this letter.

Please note, the format of the three versions of the MOU differ, which results in tracked document changes that are quite difficult to follow.

For ease of reference, the 2022 and 2025 MoU build on the foundation of the 2015 agreement. The updates reflect evolving best practice, regulatory requirements, and the growing importance of transparency, accountability, and sustainability; the summary below covers key differences between the 2022 MOU and the 2025 MOU:

Governance & Ministerial Updates

- The 2025 MOU introduces the Minister for Sustainable Economic Development and a Ports Policy Ministerial Group, replacing the 2022 Ministerial structure.

Governance Code

- Updated from the 2018 UK Corporate Governance Code (2022) to the 2024 version (2025).

Strategic Focus

- The 2025 MOU adds stronger emphasis on sustainability, public service delivery and customer experience.

Appointments and Remuneration

- The 2025 MOU adds further direction on succession planning, diversity, and remuneration guidelines.

Meetings & Reporting

- The 2025 MOU adds further clarity on meeting and reporting timelines, and more robust consultation and approval processes in 2025.

2. A copy of your most recent strategic business plan, and enquire as to whether you will be progressing publishing these documents in the future.

A summary of the strategic business plan, as approved by the Shareholder in December 2024, is enclosed in *Appendix B (page 54)*.

Ports of Jersey confirms that it will publish its strategic business plan, on the Ports of Jersey website after it is approved by the shareholder.

3. Provide the Committee with data pertaining to enforcement/regulation activities that the Ports of Jersey undertake. We would be grateful to receive a brief explanation of the activities as well as the number of these for undertaken in the last 3 years, broken down annually

Harbour

Enforcement and Regulatory Activities: Overview

The Ports of Jersey, through the Harbour Authority and the Maritime Standards Team, are responsible for a range of enforcement and regulatory activities to ensure maritime safety and compliance. Their main activities include:

- Incident Review and Enforcement: The Harbour Authority reviews maritime incidents for potential enforcement action, prioritizing education and compliance. Actions taken include issuing Words of Advice (WOA), Harbour Master Warnings (HMW), prosecutions, and cases marked as No Further Action (NFA).
- Port State Control Inspections: The Authority conducts inspections of vessels under internationally agreed procedures, ensuring compliance with safety and operational standards.
- Permit Issuance and Vessel Inspections: The Authority issues permits under Regulation 6 of the Harbours (Inshore Safety) (Jersey) Regulations 2012, inspects commercial and fishing vessels, and ensures operators meet safety and competency requirements.
- Marine Safety Investigations: All serious maritime accidents involving Jersey-registered vessels or incidents in Jersey waters are investigated in line with international codes.

Enforcement Activity Numbers (2023–2025)

Incident Reviews for Enforcement (Annual Breakdown)
- **2023:** 54 incidents reviewed
- **2024:** 33 incidents reviewed
- **2025:** 27 incidents reviewed

Total over last 3 years: 114 incidents reviewed for potential enforcement action.

Case Disposals (2023–2025)
- **Words of Advice (WOA):** Most common outcome, reflecting an educational approach.
- **Harbour Master Warnings (HMW):** Issued for more serious or repeat offenses.
- **Prosecutions:** Reserved for the most serious breaches.
- **No Further Action (NFA):** Applied when insufficient evidence or jurisdictional issues arise.

Types of Offenses Most Frequently Addressed
- Due Care and Attention
- IALA Light Offenses
- Speeding
- Insurance-related Offenses
- Other Minor Offenses

Port State Control Inspections (2023–2025)
- **2023:** Inspections following crew fatality (Victor Hugo and Granville)
- **2024:** Inspections after passenger complaints and incidents (Granville, Condor Islander)

Please see Appendix C (page 86) for the full Q3 Maritime Standards Briefing Pack

Airport

Enforcement and Regulatory Activities: Overview

The Airport Director at Jersey Airport exercises delegated enforcement and regulatory powers under the Aerodromes (Administration) (Jersey) Law 1952, as amended by the Air and Sea Ports (Incorporation) (Jersey) Law 2015. Their main activities include:

- **Incident Review and Enforcement:** The Airport Authority reviews aerodrome incidents for potential enforcement or corrective action, prioritising safety, education, and compliance. Actions may include issuing Words of Advice (WOA), Airport Director Warnings (ADW), formal investigations, prosecutions, or cases marked as No Further Action (NFA).
- **Aerodrome Inspections and Compliance Oversight:** The Authority ensures compliance with aerodrome licensing conditions, civil aviation regulations, and applicable safety standards. It monitors performance, audits operations, and works in coordination with the Director of Civil Aviation (DCA) and other competent authorities.
- **Permit and Authorisation Management:** The Airport Authority administers airside vehicle permits, airside driving licences, and operational authorisations, ensuring that individuals and operators meet required safety and competency standards.
- **Safety Investigations:** The Airport Director investigates significant occurrences within the aerodrome in accordance with aviation law, the Safety Management System (SMS), and international reporting obligations.
- **Public Order and Enforcement:** Within the limits of the aerodrome, the Airport Director holds powers equivalent to those of a Centenier, enabling the enforcement of public order and offences under aerodrome by-laws, ensuring lawful and safe operations at Jersey Airport.

Enforcement Activity Numbers (2023–2025)
Incident Reviews for Enforcement

No enforcement interventions by the Airport Director have been required over the past three years, which is a direct result of the highly regulated environment at Jersey Airport. The airport's operations are governed by strict regulatory frameworks and clear procedures that are well established and consistently adhered to by all personnel.

Case Disposals (2023–2025)

- **Words of Advice (WOA):** 2 WOA - Most common outcome, reflecting an educational approach.
- **Airport Director Warnings (ADW):** 2 warnings Issued for serious security offenses.
- **Prosecutions:** 1 Prosecution for criminal damage to terminal property. 1 criminal case pending (Security Bomb Hoax)
- **No Further Action (NFA):** None – Only applied when insufficient evidence or jurisdictional issues arise.

Types of Offenses Most Frequently Addressed

- Breach of Aerodrome Regulations or Instructions
- Breach of Security Restrictions
- Disorderly or Offensive Behaviour

- Obstruction or Interference with Officials
- Road Traffic-Type Offences within the Aerodrome Boundary
- Other Minor Offenses

4. How the Ports of Jersey use the principles of the Public Finances Manual and Government of Jersey's Procurement Toolkit, and would be grateful for further comment

Appendix D (page 95) provides a detailed review of application of the Financial Reporting Manual. Further, Appendix E (pages 129-181) includes various POJ policies referenced in the detailed review.

Ports of Jersey Strategy

Ports of Jersey's strategic business plan (as referenced in question 2 above) is closely aligned with the strategic priorities included in the Policy Framework for the Ports Sector (2024), which defines Government's strategic aims and objectives for the sector.

Governance & Accounting

Prior to its incorporation, when Ports was part of the Economic Development Department, the approach to financial reporting was in accordance with the States 'Jersey Financial Reporting Manual'. This methodology is designed to meet the particular needs of the Public Sector and closely follows the UK Treasury Financial Reporting Manual.

As an incorporated States-Owned Entity, the MOU requires that Ports of Jersey "adheres to the Principles of the Good Governance in the 2024 UK Corporate Governance Code". As with the Public Finance Manual, the UK Corporate Governance Code ensures transparency, objectivity and clarity.

To enable comparability of published financial information (eg. for customers, business partners, providers of financing), Ports of Jersey has adopted the UK Financial Reporting Standard **FRS102**, as have other States Owned Entities.

Whilst this Financial Reporting basis has produced different asset classifications, both Turnover and EBITDA (Profitability measured as Earnings before Interest, Tax, Depreciation and Amortisation) remain comparable.

Procurement

Ports of Jersey have developed their own procurement policy that ensures guidance on good practice and processes to ensure value for money and fairness in the procurement process. Summary of the policy is included on the following graphic and the full policy is available in *Appendix E (page 129)* of the information pack. Ports of Jersey has a dedicated Procurement team to support the organisation.

Procurement and purchasing

PORTS OF JERSEY

Definition

- Procurement is the strategic process of obtaining products and services required by an organisation to meet its objectives.
- Purchasing is a transactional function which focuses on the act of buying.

Policy

- Adherence to this policy is mandatory for all purchasing activities by all employees and sets the method and approvals for the procurement and purchasing of materials and services.
- Not all purchases need to go through a formal process; however, they are still subject to policy.
- A Purchase Order is required for all goods, services and works (unless as part of a managed account).



Exemptions only in exceptional circumstances – NOT PPP

- Emergency requirement e.g., storm / flood damage.
- One supplier of a product (monopoly supplier or bespoke copyrighted item).
- Urgent goods or services (poor planning is not an acceptable reason).
- Additional work for an existing supplier and it is beneficial to continue to use.
- Contracts that are declared "Secret".
- All Exemptions must be signed off by the Budget Holder/Sponsor and Procurement.

Click here to access DC628 C-IG22001 – Procurement Policy

5. Further information on the inclusion of local business in the tender for the Airport lounge, for example how many of the total number making bids were locally based, could be provided

Ports of Jersey adhere to a thorough and transparent procurement process as described in our procurement policy *Appendix E (page 129).*

A total of three companies submitted bids for the airport lounge.

- Two international operators, both based in the UK, and
- One local company

An additional local company completed the initial phase of procurement and progressed to the tender stage. They participated in site meetings but subsequently chose not to submit a bid.

The winning bid was submitted by Number 1 Lounges, a market leading operator (UK based). Their bid placed a strong emphasis on combining international experience with a strong focus on Jersey, including:

- Local contractors and designers
- Local employees
- Local suppliers being given the opportunity to showcase Jersey products in the menu and drink selections.

6. **Ports of Jersey liability for PFAS related payments, and you indicated that you could provide further information in writing. Please do provide any relevant background to existing and potential liability**

At Ports of Jersey, we recognise the critical importance of environmental stewardship and our responsibility to the community we serve.

We have worked and continue to work with Government to develop effective mitigation measures to tackle the historic PFAS contamination at Jersey Airport.

We have continued to test and monitor affected areas around the airport, in collaboration with Government since Ports of Jersey was established in 2015, as Jersey Airport has done since the situation was identified in the late 1990s.

We understand and share the concerns of Islanders and are committed to working with experts and other stakeholders to address the environmental and health concerns associated with this historic PFAS contamination.

We continue to act on the advice of experts, conducting testing and monitoring in line with the recommendations of Government, guided by a sense of duty to the environment, to public health, and to the expectations of the community.

Since its incorporation in 2015, Ports of Jersey has fulfilled the obligations outlined in **Ministerial Decision E-2015-00100** *(Appendix G (page 212)),* signed on February 6, 2015.

Ports of Jersey continues to provide support for impacted residents' water supply.

Historic Costs Incurred

Prior to 2009, £6.9 million was spent on remediation, legal fees, mains water connections, water bills, monitoring, and bottled water

Expenses since Ports of Jersey was incorporated in 2015 include:

- Water rates and connections: £270,999
- Legal Fees: £110,861
- Other costs including professional fees, testing, investigation and sundries: £539,630
- **Total: £920,590**

7. **How much money has been used to subsidise airline routes? It would be beneficial if figures can be broken down per route per year for the last 5 years, with identification of how much of this was met through Government grant for each figure**

The following information is highly commercially sensitive and is provided on a confidential basis.

[redacted]



MEMORANDUM OF UNDERSTANDING BETWEEN THE SHAREHOLDER AND PORTS OF JERSEY

1. Introduction

1.1. States Owned Entities ~~("~~**("SOEs~~")~~")** play an important role in our economy and society, delivering essential services to Islanders, delivering and supporting Government policy and building shareholder value. They are active across many sectors, from public utilities to managing the ~~Islands'~~Islands' gateways. Ministers rely on independent boards to lead each SOE. In turn, it is right that there should be clear and effective engagement with boards ~~on the~~, to ensure they understand shareholder expectations of them in areas such as financial and non-financial performance, delivery against policy objectives, board conduct, and the relationship of boards with Government. High-performing boards and clear performance expectations enable SOEs to maximise their contribution to ~~Jersey's~~Jersey's overall economic efficiency and sustainable wellbeing, and to ~~better~~ deliver effectively the objectives for which they were established. Against this background, Islanders legitimately have an expectation of robust and thorough governance arrangements between the Shareholder and each SOE which is likely to extend beyond those obligations which apply to the private sector. This is best demonstrated through transparency and accountability with quality, timely and reliable reporting of performance which goes beyond financial reporting and helps to ~~build~~maintain trust with the Shareholder and the public of the Island.

2. Background

2.1. The States of Jersey (the ~~"~~**"States~~")~~")** adopted the Air and Sea Ports (Incorporation) (Jersey) Law 2015 (the ~~"~~**"Law")** that provided for the transfer of the functions of, and the assets and liabilities administered in, the States Trading Operations known as Jersey Harbours and Jersey Airport.

2.2. Ports of Jersey has been issued with a licence by the JCRA which is responsible for regulating the air and sea port operations in Jersey. The JCRA is also responsible for the administration of the Competition (Jersey) Law 2005 (as amended).

2.3. The Minister for Sustainable Economic Development has been and will remain responsible for sea transport policy and associated matters. The Chief Minister is responsible for air transport policy and associated matters.

2.4. The States assigned to Ports of Jersey the responsibility for the direction, strategy and management of the business, and under the terms of Article 31(5) of the Law "the Minister for Treasury and Resources may exercise the powers of the States in their capacity as holder of securities in a company, but in doing so the Minister for Treasury and Resources shall act in the interests of the States in that capacity." In this regard, the Minister recognises the independence of the Board in managing the business.

2.5. Ports of Jersey is 100% owned by way of States of Jersey Investments Limited, being a company of which "each of its shares are held by the States or by one or more nominees on behalf of the States." The States is therefore the "holder of securities" in the company that wholly owns Ports of Jersey~~,~~ and holds those~

securities pursuant to Article 31(2)(a) and (b) of the Law. Accordingly, the Minister, securities pursuant to Article 31(2)(a) and (b) of the Law. Accordingly, the Minister, on behalf of the States, has under Article 31(5) the power and responsibility to exercise the States'States' shareholder rights as the ultimate owner of Ports of Jersey. This means that the Ports of Jersey will look to the Minister as if hethey were the 100% shareholder.

2.5.2.6. The Ports Policy Ministerial Group (comprising the Chief Minister, the Minister for Economic Development and the Minister),, has been established for the purpose of agreeing proposed policy positions in respect of Ports of Jersey.

2.6.2.7. The Policy Leads that are relevant to the activities of the Company will be agreed between the Shareholder and the Company from time to time. Given the breadth of its responsibilities, the primary point of contact for policy matters for the Company will be the Chief Executive and Head of the Public Service.

3. Definitions

3.1. Defined terms used in this Memorandum of Understanding ("**MoU**"),"), including associated schedules, are set out in Schedule 1 (Definitions) of this MoU.

4. Duration

4.1. This MoU applies from the date of signing by the Minister until it is superseded or agreed between the parties that it is no longer valid. This MoU will be formally reviewed between the parties, anticipated to be no less frequently than every three yearsat three yearly intervals unless any unforeseen circumstances require earlier review.

5. Purpose

5.1. The purpose of this MoU is to ensure the appropriate conduct of Ports of Jersey and the Shareholder and to put in place an accountability framework appropriate to Ports of Jersey as an independent business wholly owned by the States having regard to the GoJ policies and the Company'sCompany's corporate, environmental, social, and other responsibilities.

5.2. This MoU establishes the respective and distinct roles and responsibilities of the Board on the one hand and the Shareholder on the other. Interactions between the two will be conducted in accordance with this MoU.

5.3. This MoU aims to foster a sound working relationship between the Shareholder and Ports of Jersey based on a mutual understanding of expectations for the sharing of information, regular dialogue on key issues as they emerge and develop, and key business decisions which have the potential to impact on GoJ.

5.4. The Governance Framework, set out in Schedule 2 of this MoU, details the Shareholder'sShareholder's requirements for how the Company will interact with the Shareholder and for the Company'sCompany's governance and reporting.

6. Company'sCompany's Business

6.1. In its business operations, Ports of Jersey will:

6.1.1. adhere to the provisions of this MoU;

~~1.1.1.~~ carry on business in a manner consistent with its SBP, as approved in accordance with section 9 of Schedule 2 of this MoU and the Public Services Obligations contained within it;

6.1.2. adhere to the provisions of the Governance Framework as set out in Schedule 2 of this MoU; and

6.1.3. adhere to all other applicable laws, regulations and ~~applicable States~~ industry-specific standards and guidelines~~; and~~ ..

~~6.1.4. operate at all times with a view to the best interests of the Company as required by the terms of Article 74 of the Companies (Jersey) Law 1991 (as amended) or any successor legislation.~~

6.2. ~~All~~The parties shall follow the programme of meetings as set out in Schedule 3 (Calendar of Meetings with the Shareholder) of this MoU unless agreed in advance by both parties.

6.3. It is recognised that the Directors and senior management of the Company will meet routinely and on an ad hoc basis with the Minister and officers of the Shareholder Team as needed.

6.4. Nothing in this MoU requires the Directors of the Company to do, or not to, anything ~~6.3.~~ which is inconsistent with their fiduciary duties as Directors.

6.5. In exercising their duties as Directors as defined in Article 74 of the Companies (Jersey) Law 1991 (as amended) or any successor legislation, it is expected that the Directors, in the fulfilment of their responsibilities, should act having regard to:-

a) the likely consequences of any decision in the long term;
b) the interests of the Company's employees;
c) the need to foster the Company's business relationships with suppliers, customers and others;
d) the impact of the Company's operations on the community and the environment; and
e) the interests of the Island as a whole in the continued provision of essential services.

7. Ports of ~~Jersey's~~Jersey's Objectives

7.1. Ports of ~~Jersey's~~Jersey's Objectives are to:

7.1.1. carry out its principal objects (as defined in Article 5 of the Law), its Public Service Obligations, and ~~to carry out~~ such other duties as are given or entrusted to it under any enactment or shareholder direction. For the avoidance of doubt the Minister reserves the power to interpret the term 'sustainable growth in the economy of Jersey in the medium to long term' and after appropriate consultation direct the Board pursuant to Article 5(2) of the Law;

7.1.2. in respect of its operations, secure long term self-sustainability and maintain stewardship of the assets transferred from the States whilst carrying out the Public Service Obligations;

7.1.3. create long-term value for the Shareholder through:

a. supporting ~~GoJ's~~GoJ's wider policy objectives by prioritising and fully engaging in the activities agreed with the relevant Policy Leads and ultimately the Shareholder through the SBP; and

b. providing a sustainable and long-term return to the Shareholder in accordance with any agreed proportion of accumulated profit and capital reserves or other measure as shown in the approved SBP.

7.1.4. demonstrate good corporate citizenship and role model behaviour for companies in Jersey, as set out in its ~~KPIs~~KPIs on an annual basis.

8. Commercially Sensitive Information

8.1. Nothing in this MoU shall be construed as requiring the inclusion in the SBP, annual report, financial statements, or other published reports of any information, where ~~making available~~the publication of the information would be likely to unreasonably prejudice the commercial position of the Company or that of the person who supplied, or who is the subject of, the information, or any of the Company's customers or suppliers.

8.2. In the event that the States receives a request under the Freedom of Information (Jersey) Law 2011 (as amended) ~~("**FOI**")~~**("FOi")** relating to the Company, the Shareholder will make every reasonable effort to advise the Company as appropriate, before making any disclosure.

9. Without Prejudice

9.1. This MoU does not prejudice in any way the rights, ~~powers~~powers, duties and liabilities that exist in law between the parties and otherwise.

10. Notices and Communications

10.1. Any notices served on or communications to the Shareholder shall be delivered in all cases by email to:

[redacted]

and may also be delivered by hand, or post (recorded delivery), to:

The Treasurer of the States
~~19-21 Broad~~Government of Jersey, Union Street,
St Helier, Jersey, JE2 ~~3RR~~3DN

Or to such other address as the Shareholder may notify to the Company in writing at any time as the address for service or communication

10.2. Any notices served on or communications to the Company shall be delivered by hand, post (recorded delivery), or email to:

[redacted]

Or to such other address as the Company may notify to the Shareholder in writing at any time as the address for service or communication

Signed: Date:

Chairman:

Signed: Date:

Minister for Treasury and Resources:

Schedule 1 - Definitions

Defined terms used in this Memorandum of Understanding include:

- "Board" means the Board of Directors of Ports of Jersey.
- "Chief ~~Minister~~Minister" means the Chief Minister of the States.
- "Code" has the meaning given at section 3.1 of Schedule 2 of this MoU.
- "GoJ" means the Government of Jersey.
- "JCRA" means the Jersey Competition Regulatory Authority.
- "Material" shall take its meaning from the concept of materiality as from time to time understood for the purposes of auditing the annual accounts of Ports of Jersey in line with accounting practices generally accepted in the Island of Jersey. Issues with a low financial impact, but a potentially high social, economic or political impact, will also be Material. Numerical guidance as to materiality with regard to specific financial matters, will be agreed in the SBP from time to time.
- "Minister" means the Minister for Treasury and Resources of the States. It shall include any other States Member to whom functions in respect of Ports of Jersey are delegated by the Minister.
- "Ministers" means Ministers of the States.
- "Minister for ~~Economic Development~~Infrastructure" means the Minister for Infrastructure of the States.
- "Minister for Sustainable Economic Development" means the Minister for Sustainable Economic Development, Tourism, Sport and Culture of the States.
- "MoU" means this Memorandum of Understanding between the Shareholder and Ports of Jersey.
- "Operational Budget" has the meaning set out at section 9.2.8 of Schedule 2 of this MoU.
- "Policy Leads" means the Ministers ~~of the States of Jersey~~ with responsibility for the strategies and policies that are relevant to the activities of the Company as identified and agreed between both parties from time to time.
- "Ports of Jersey" or "the Company" means Ports of Jersey Limited and all of its wholly owned subsidiaries.
- "Ports Policy Ministerial Group" means the group comprising the Chief Minister, the Minister for Sustainable Economic Development, the Minister for Infrastructure and the Minister (or their delegates), for the purpose of agreeing proposed policy positions in respect of Ports of Jersey.
- "Public Service Obligations" has the meaning given to it in Article 6 of the Law.
- "Quarterly Update Meeting" means one of 4 regular meetings taking place in respect of each 3-month period of the ~~Company's~~Company's financial year between the Company and the Shareholder and in accordance with Schedule 3 of this MoU and ~~"Q1, Q2~~"01, 02 (etc) Update Meeting" shall be construed accordingly.
- "Risk ~~Register~~Register" means the register maintained by the Company in respect of its key risks which shows as a minimum the nature of the risk, its likelihood, impact and timing, and the steps to be taken to mitigate it, with regular updates as the risk changes and the mitigation steps are carried out.
- "SBP" means Strategic Business Plan as defined at Section 9 of Schedule 2 of this MoU.
- ~~"Shareholder"~~"Shareholder" means the States of Jersey, represented by the Minister.

Schedule 2 - Governance Framework

1. Background

1.1. This Schedule details how the Company and Shareholder will interact and the requirements for the ~~Company's~~Company's governance and reporting.

1.2. This Schedule will be updated as required from time to time in consultation and mutually agreed with the Company.

2. Objectives of States of Jersey ownership

2.1. The overarching objectives of the States of ~~Jersey's~~Jersey's ownership of companies are:

2.1.1. to maximise overall financial, social and environmental benefit consistent with increasing long-term shareholder value;

2.1.2. to invest in and safeguard ~~Jersey's~~Jersey's economic and strategic assets, and interests vital to Islanders and to innovate where appropriate;

2.1.3. to support the development and delivery of GoJ policy and strategic priorities in partnership; ~~and~~

2.1.4. where relevant to ensure the continuous provision of essential services to Islanders; and

~~2.1.4.~~2.1.5. to encourage sustainable growth in the economy of Jersey in the medium to long term.

3. Corporate Governance

3.1. Unless in direct conflict with other provisions of the ~~Company's~~Company's Memorandum and Articles of Association, or this MoU, the Company and its Board shall adhere to the Principles of the Good Governance in the ~~2018~~2024 UK Corporate Governance Code (the ~~"~~**"Code**~~")~~**")** or any successor document that is incorporated into the listing rules of the UK Listings Authority, or its successor body.

3.2. The Company shall not engage anywhere in any political activity or provide funds in connection with the carrying on by any third party of any political activity.

4. Key Performance Indicators (~~KPIs~~KPIs)

4.1. ~~KPIs~~KPIs are to be set by the Company, as discussed and agreed annually with the Shareholder in advance. Performance updates are to be reported in the Shareholder Update Meetings as set out in Schedule 3 (Calendar of Meetings with the Shareholder) of this MoU.

4.2. The following principles should guide the development of the ~~KPIs~~KPIs:

4.2.1. the focus should be on a small number of key measures that the Shareholder and the Company agree are relevant;

4.2.2. the measures should relate to matters over which the Company has sufficient control;

4.2.3. performance measures will be unambiguous and verifiable and the cost of providing the measurement should not outweigh the benefits of doing so;

4.2.4. as far as possible, performance measures should be outcome-oriented; and

~~1.1.1.~~ performance measures should have regard to appropriate external reference points for assessing performance.

~~4.~~3. The minimum number of ~~KPIs~~KPIs shall be one for each of the following performance ~~4.3.~~ areas:

4.3.1. financial;

4.3.2. support of GoJ policy development;

4.3.3. environmental, social and governance (ESG); ~~and~~

4.3.4. organisational resources and capability; and

~~4.3.4.~~4.3.5. delivery of services and customer service focus.

5. Obligation to Inform

5.1. In the interest of keeping the Shareholder fully informed under a "~~"~~no surprises~~"~~" approach, the Company shall provide on a timely basis, any information which is relevant to the reputation of the States of Jersey. This includes but is not limited to the following:

5.1.1. matters that could cause reputational damage to the Shareholder;

5.1.2. any Material breach or alleged breach of law or regulation;

5.1.3. strategic communications with other governments;

5.1.4. activities that may be seen as politically sensitive;

5.1.5. major successes or failures in delivering or promoting GoJ policy objectives; and

5.1.6. any statement or media release that the Company intends to make about or with reference to the Shareholder.

5.2. The Company shall inform the Shareholder in the event that it wishes to effect any significant changes to its accounting policies and/or standards.

~~5.2.~~5.3. The Shareholder will make every reasonable effort, where appropriate, to provide advance notice to the Company of statements it intends to make about the Company.

~~5.3.~~5.4. In addition, the Company shall provide the Shareholder with formal reports from the Company as set out in Schedule 3 (Calendar of Meetings with the Shareholder) of this MoU.

6. Obligation to Consult

6.1. The Shareholder requires to be consulted in respect of certain matters. These are:

6.1.1. Material contracts proposed to be entered into as a buyer or seller, being those which are some or all of:

a) outside the normal course of business unless contemplated by the SBP; or

b) with other Governments; or

c) contain Non-Disclosure Agreement terms which can reasonably be expected to override the obligations set out in this MoU; or

d) other than contracts entered into by the Company in the normal course of business that give rise to what would be considered to be normal, every-day commercial risk/liability, a contract that has the potential to-

d) create an uninsured liability, including additional pension liabilities, for the Company or Shareholder; or

a) contain any other matters which the Company could reasonably have been expected to identify would be likely to be considered contentious by the Shareholder;

6.1.2. Where the Company is considering, or a third party has started, or is planning, to commence litigation or administrative proceedings which could create an uninsured liability for the Company or against another GoJ department or States owned entity; and or any other material litigation proposed by or against the Company;

6.1.3. Any planned response to a consultation; publicly-stated position; or Company action, which contravenes Government policy or reasonably could be seen to do so.; and

6.1.4. Any proposal for an Executive Director to accept an external appointment whereby they are appointed as a Director of another company or some other senior role within that organisation.

6.2. In respect of matters on which the Shareholder is to be informed or consulted, in accordance with Section 5 and 6 of this Schedule, the Company will raise these matters and notify the Shareholder as soon as it is aware that a matter of this nature will or could arise. It will do this regardless of whether or not full details are available and will not delay its timing merely because the information can be included at a later Quarterly Update Meeting or in the SBP or any other report to be presented at a Shareholder meeting.

6.3. The Shareholder will respond within 10 business days, from acknowledged receipt of notification, as to how it wishes to engage on the matter. If the matter requires an urgent decision, then the Company should explain the circumstances and timescales. If a response is not received in this timeframe, then there will be deemed to be no further requirement for the Company to consult with the Shareholder and it may proceed with the relevant matter. and the Minister will make every practicable effort to respond within the requested timescale provided the Company has given such reasonable notice and information as is practicable..

6.4. The Shareholder'sShareholder's response will set out any further information it requires on such matters and the process for further consultation if this is required.

6.5. If the Shareholder'sShareholder's response is sought via the Quarterly SBP Update Meeting, the Shareholder shall set out at the meeting:

6.5.1. any requests for further information, which may be sought before the next Quarterly Update Meeting;

6.5.2. its consultation response and/or a statement of how it wishes to conduct any further discussion; and

6.5.3. its confirmation if applicable that the consultation has been satisfactorily concluded which it will confirm in writing to the Company.

6.6. Where the Company is considering undertaking a tendering exercise for the appointment of new auditors, in advance of the Shareholder being asked to approve the appointment of the nominated new auditors at an Annual General Meeting or by way of an ordinary shareholder resolution, the Company should consult with the Comptroller and Auditor General.

7. Obligation for Approval

7.1. The Company will seek the approval of the Shareholder ~~which will not be unreasonably withheld or delayed~~ before it:

7.1.1. makes any change in the nature of its business as ~~carries~~carried on or commences any new business by purchasing Material interests or acquiring other businesses or assets not being ancillary or incidental to its core business, other than those already specifically approved in the SBP;

7.1.2. sells, transfers, leases, licences or in any way disposes of all or a Material part of its business or assets, other than in the ordinary course of business or in line with an approved SBP;

7.1.3. creates any mortgage or security interest, other than any arising out of operation of law or arising by prior agreed limits, over any of the ~~Company's~~Company's assets;

7.1.4. gives any guarantee, indemnity or security in respect of the obligations of any person, other than any arising out of operation of law or in the ordinary course of business;

~~7.1.5.~~ 7.1.5. borrows any sum or factors any Material book debts, except in respect of the leasing of plant or equipment in the ordinary course of trading and of any working capital and capital expenditure facilities which are entered into in the ordinary course of business;

~~7.1.6.~~ 7.1.6. undertakes in any financial year any single item or series of items of Material capital expenditure (including finance leases but excluding operating leases as respectively defined in GAAP) involving an aggregate liability during that financial year in excess of the sums provided for capital expenditure in its Operational Budget and approved SBP, where the excess amounts are in aggregate a Material percentage of turnover or a Material percentage of the Balance Sheet of the most recent ~~year's~~year's consolidated audited financial statements;

~~7.1.7.~~ 7.1.7. changes the financial year end of the Company; and

~~7.1.8.~~ 7.1.8. undertakes any activity where such approval was given via an approved SBP and the item has since changed in substance or Material amount since SBP approval.

7.2. ~~**7.2.**~~ Where the Company proposes the sale of a Material property that is not included in an approved SBP, the appropriate Ministerial Decision will not take effect until after the expiration of fifteen days from the date of signing to allow for sufficient transparency and scrutiny.

7.3. ~~**7.3.**~~ Where the Company proposes any of the above actions as part of investment in a new entity or business, its request for approval should show how the investment will benefit the delivery or price of the ~~Company's~~Company's service to its customers or, if not, how it will directly contribute to delivering other Objectives of the Company and/or the Shareholder. Specific measures of success in delivering these benefits should, wherever possible, be proposed and subsequently be reported on in SBP updates.

~~7.4.~~ **7.4.** In order to discuss the matters for which approval is sought, senior management of the Company will make themselves available, at the ~~Shareholder's~~Shareholder's request, to present matters or answer queries.

8. Process for Shareholder approval

8.1. The Company shall make the Shareholder aware in a timely way of any matter requiring approval, even if all the information is not yet available.

8.2. The Shareholder will respond within 10 Business Days from acknowledged receipt of notification as to how it wishes to engage and any further information that it may need to satisfy its review for approval. If the matter requires an urgent decision, then the Company should explain the circumstances and timescales.

~~1.2.~~ Responses will be given formally in writing, clearly stating what has been approved, or not approved, and any conditions attached to such approval, as appropriate.

8.3. For the avoidance of doubt, any failure by the Shareholder to provide a response within the timelines set out will not enable the Company to deem its proposal approved. Approval will only be given in writing as set out at section 8.3 above.

9. Strategic Business Plan (SBP)

9.1. The Company shall produce ~~an~~a SBP and submit ~~this~~the draft SBP for review, discussion and approval by the Shareholder. The Company shall engage the Policy Leads that are most relevant to the activities of the Company in the formulation of the SBP.

9.2. As part of preparing the SBP, the Company, supported by the Shareholder, shall make all reasonable efforts to consult with affected Ministers as applicable in the development of and prior to presenting the SBP to the Shareholder~~, and record in the SBP a summary of such consultation~~. The SBP shall specify, in respect of the financial year to which it relates and each of the following two financial years, or such period as is agreed with the Shareholder, information in respect of the following:

9.2.1. the environment within which the business is operating, including an assessment of the key challenges;

9.2.2. the key business objectives of the Company for the SBP period which are consistent with the Shareholder Objectives set out at section 2 of this Governance Framework and with the ~~Company's~~Company's objectives as set out in section 7 of this MoU;

9.2.3. the nature and scope of the activities to be undertaken;

9.2.4. a review of the key risks, as set out below in section 12 and of the opportunities facing the Company, and proposed responses to these;

9.2.5. any planned or contemplated activities covered by the Obligations to Inform (section 5) and Consult the Shareholder (section 6), regardless of whether there is sufficient information to complete such requirement at the time of the SBP, making it clear if the information in the SBP is intended to meet the requirement to inform or commence consultation;

9.2.6. any foreseeable matters during the next year for which Shareholder approval will or could be required under section 7 of this Governance~~-~~

9.2.6. Framework, regardless of whether there is sufficient information to complete such approval at the time of the SBP;

9.2.7. KPIsKPIs to be measured over the year, in accordance with section 4 of this Governance Framework, as agreed in consultation with the Shareholder and/or impacted Ministers as applicable; and

9.2.8. an Operational Budget covering as a minimum the next two financial years (with the first year in detail and the following years in summary), with an accompanying forecast for the period of the SBP and showing additionally comparable outturn amounts for each of the preceding two years. The Operational Budget shall contain:

a) budgeted figures for the two years to which it relates including profit and loss account, balance sheet and cashflow statements with sufficient detail for the Shareholder to understand the make up of revenues and costs, sources of forecast growth and the source and use of funds;

a)b) an estimate of the amount or proportion of accumulated profits and capital reserves that is intended to be distributed to the Shareholder or otherwise remitted, such as through direct investment in GoJ projects as agreed with the Shareholder; and

b)c) such other matters as are agreed by the Shareholder and the Company.

9.3. The Company shall deliver to the Shareholder a final SBP and/or annual update, as appropriate, and present it at the Quarterly Update Meeting as per the meeting calendar outlined in Schedule 3 of this MoU.

9.4. The Company shall provide quarterly updates in writing to the Shareholder for the Quarterly Update Meetings no later than the times set out in Schedule 3 of this MoU. The quarterly updates should include, but not be limited to:

9.4.1. progress against the SBP including matters under Obligations to Inform and Consult;

9.4.2. financial results for the year to date and any reforecast annual outturn as presented in management accounts to include profit and loss statements in sufficient detail to compare to the Operational Budget in the SBP;

9.4.3. an explanation of any major variances;

9.4.4. a report on KPI performance in the year to date;

9.4.5. results delivered in relation to the benefits identified from approved and executed acquisitions and investments in the last 2 years in accordance with section 7.2;

9.4.6. any major events impacting the Company;

9.4.7. any new matters that fall under the Obligations to Inform and Consult; and any revisions to the SBP strategies or plans. Where the update includes matters reported in accordance with Obligations to Inform and Consult, these shall be clearly indicated; and

9.4.8. a review of the ~~Company's~~Company's emerging and principal risks and mitigation approaches particularly including those risks which may have reputational impact on the Shareholder.

9.5. The Shareholder shall provide the Company with formal written notification of its approval of the SBP within 6 weeks of the Quarterly Update Meeting at which it is presented. The support of relevant Policy Leads, as appropriate, must be formally obtained prior to Shareholder approval.

9.6. The Shareholder may provide SBP approval with reservations as to certain items, in relation to which it may require conditions to be met or additional information provided. Once such conditions have been met or the Company has provided such information and the Shareholder has reviewed this to its satisfaction, the Shareholder will notify the Company of its approval of those reserved items in writing within 10 Business Days.

9.7. For the avoidance of doubt, the Shareholder review required under section 9.6 above may include the Shareholder conducting further analysis and review of the relevant information. In such a case, the Shareholder will provide the Company with an estimate of the timing for its approval and with updates when and if that timing is foreseen as requiring extension. The Shareholder will make every practicable effort to provide approval within the estimated timescale, provided the Company has furnished such requested additional information as is practicable and within a reasonable timeframe.

10. Annual report

10.1. Within 4 months after the end of each financial year of the Company, the Board shall deliver its Annual Report and Accounts to the Shareholder, including any disclosures under the Code.

10.2. In addition, the Company will deliver to the Shareholder, such reporting required on an annual and ad hoc basis for the purpose of preparing the financial statements of the GoJ and information required to assist with the financial planning of the GoJ.

11. Meetings with the Shareholder

11.1. For the purposes of ensuring open communications between the Shareholder and the Company, meetings will, at a minimum, take place during the ~~Company's~~Company's financial year as detailed in Schedule 3 of this MoU unless agreed by both parties.

11.2. Other meetings to discuss matters arising, including those to comply with the Obligations to Inform and Consult, or to obtain approval in accordance with section 8 of this Schedule 2 of this MoU, will be scheduled as agreed between the Shareholder and Company in the course of each year.

11.3. If requested by the Shareholder, representatives of the Company will attend briefings with Scrutiny Panels on reasonable notice being given.

12. Risk Management

12.1. The Company will implement and maintain a sound system of risk management to safeguard its value to the Shareholder. In particular, the Company shall:

12.1.1. as part of its Q2 Meeting Update outlined in Schedule 3 of this MoU provide a robust assessment of the principal risks and how they are being managed and mitigated, such assessment carried out by the Directors in accordance with the Code; and

12.1.2. as part of the Q4 Meeting Update outlined in Schedule 3 of this MoU, and in accordance with the Code, present a report on the ~~Board's~~Board's review of the effectiveness of the ~~Company's~~Company's systems of risk management and internal control.

12.2. The Company will review its Risk Register with the Shareholder in accordance with Schedule 3 of this MoU.

12.3. The Company will inform the Shareholder of and provide any Internal Audit report that identifies major findings or a significant deficiency in controls.

13. Provision of Information

13.1. Except as stated below, the Company shall supply to the Shareholder such information relating to the affairs of the Company as the Shareholder may reasonably request from time to time.

~~**13.2.**~~ The Company will give the Shareholder access to information to assist the Shareholder to properly and effectively respond, within the necessary timescales, to requests for information for Ministerial questions and other information required for

13.2. the Shareholder to fulfil its responsibilities on behalf of the States of Jersey or according to the law. Where such response leads to a request for the provision of information directly from the Company, the Company will provide the response or information in an expeditious manner.

13.3. For the avoidance of doubt, in no circumstances shall the Company be obliged by this MoU to supply to the Shareholder any information which compromises its GDPR obligations or otherwise (including its obligations under the Data Protection (Jersey) Law 2018 (as amended)) on an individual employee (other than Executive Directors), or customer of the Company, or any other person, if the information supplied would enable the identification of the person concerned, except in the case of any information required for the administration of the Public Employees Contributory Retirement Scheme and any equivalent scheme.

13.4. If considered necessary, the Shareholder may seek such information or commission an independent review of the Company. The Company shall comply with the reasonable request for information pursuant to such a review being commissioned.

14. ~~Directors'~~Directors' Appointments and Removal

14.1. The Directors shall be appointed in accordance with the Companies (Jersey) Law 1991 (as amended), the ~~Company's~~Company's Articles of Association and this Schedule 2 (Governance Framework) of this MoU.

14.2. All appointments and re-appointments will follow the Jersey Appointments ~~Commission's "~~Commission's "Guidelines for the recruitment of Senior States Employees, appointees and members of independent bodies~~"~~" or subsequent guidelines that replace them.

~~14.2.~~

14.3. The Company shall invite the Shareholder to all meetings where substantive decisions are to be taken on the appointments of the Chairman and the Chief Executive and, with the agreement of the Jersey Appointments Commission, will invite the Shareholder to participate in any nominations panel established for the appointment of Chairman or Chief Executive Officer.

14.4. In accordance with Principle J of the Code, an effective succession plan for the Board and senior management shall be maintained. Both appointments and succession plans should be based on merit and objective criteria as well as promoting diversity, inclusion and equal opportunities.

~~14.4.~~14.5. The Company shall publish, in its Annual Report, details of other Directorships and appointments held by Executive Directors of the Company.

~~14.5.~~14.6. In accordance with the Code, the Board shall undertake ~~a~~an annual formal and rigorous ~~annual~~ evaluation of its own performance, including ~~composition, diversity, and~~ how effectively members work together; and of its Committees, Chair and individual Directors. The Chair shall commission a regular externally facilitated board performance review at least every three years, which should consider, inter alia, the composition and diversity of the Board. Outcomes of the ~~review~~reviews are to be presented to the Shareholder at a Chair and Shareholder Quarterly meeting; timing as mutually agreed.

15. ~~Directors'~~Directors' Remuneration

15.1. Changes to either the structure or quantum of remuneration paid to Executive Directors for their executive responsibilities in the business, ~~including those relating to bonus payments, are to~~shall be approved by the Shareholder in advance of them taking effect. The "quantum" refers to the contractual structure, such as maximum bonus potential and objectives/KPIs, as opposed to the bonus payout which will be determined by the Board in accordance with the targets agreed with the Shareholder.

~~15.2.~~ Any changes to the level of remuneration paid to Non-Executive Directors ~~must~~shall be agreed, in advance, by the Shareholder. Newly appointed Non-Executive Directors will have the terms of their appointment approved, if appropriate, in accordance with

15.2. normal practice at the annual general meeting subsequent to their appointment or in accordance with any other process specifically set out in applicable legislation.

15.3. Any requests for approval for changes to remuneration in accordance with this section 15 shall be submitted to the Minister, to the extent possible, prior to the proposed change taking effect.

~~15.3.~~15.4. In accordance with best practice, the annual remuneration report of the Remuneration Committee will be specifically voted on by the Shareholder at the ~~Company's~~Company's annual general meeting.

~~15.4.~~15.5. The Company, in designing remuneration schemes for its executive and non-executive directors, shall have due regard to the remuneration policies published by the Shareholder from time to time.

15.6. In particular the Company and the Remuneration Committee will have due regard to the following principles:-

15.6.1 increases in Executive Director remuneration should not be greater than inflation and wider, annually reviewed, Company workforce remuneration increases, whilst recognising changes in responsibility and/or levels of accountability;

15.6.2 the Remuneration Committee should give additional consideration to the appropriateness of the increase for Executive Directors where the reference increase applying to the wider workforce may be considered high and recognises the Executive Directors may have access to additional incentive schemes that may not be accessible to the wider workforce; and

15.6.3 Executive Director remuneration should be set with reference to a range of determinants such as appropriate and comparable benchmarking taking into account the scale and complexity of the business, in relation to other operators in the UK and internationally, the experience of the Director in question, and the public sector ownership of the Company. Given these factors it is unlikely that rates would be market leading.

16. Insurance

16.1. In agreement with the Shareholder, the Company shall determine the level of insurance it should maintain and establish if there is an appetite to maintain adequate insurance covers through the ~~Shareholder's~~Shareholder's insurance arrangements.

16.2. Unless otherwise agreed, the Company shall take out and maintain in effect insurance policies with a reputable insurer in respect of its business and any new business the company undertakes after the above date which it is usual for a business of this nature to have and which the Company Directors consider prudent having taken into account the policy limits, excess / deductibles and retention of risk, including within (or combined with) the ~~Shareholder's~~Shareholder's portfolio of insurance assets and liabilities.

Schedule 3 - Calendar of Meetings with the Shareholder

	AGM	Quarterly Update Meetings				~~Chair's~~Chair's meeting*
	Q2	Q1	Q2	Q3	Q4	Each quarter
Attendance	Shareholder^" Board	Shareholder, Policy Leads as appropriate Chair or designate, NEDs as appropriate CEO CFO	Shareholder, Policy Leads as appropriate Head of Risk Chair or designate, NEDs as appropriate CEO CFO	Shareholder, Policy Leads as appropriate Chair or designate, NEDs as appropriate CEO CFO	Shareholder, Policy Leads as appropriate Head of Risk Chair or designate, NEDs as appropriate CEO CFO	Shareholder Chair
Documents	Annual Report	SBP update Key changes to the Risk Register	SBP update Principal Risks and Mitigations	SBP update Key changes to the Risk Register	SBP update Risk Management effectiveness and internal controls assessment	
Agenda (standing) Other specific items to be tabled as required	Annual report and required statutory matters	SBP update **plus** -SBP outturn and KPI review for prior year -Risk Register update as set out at 12.2	SBP update **plus** -Principal risks and mitigations review as set out at 12.1.1 Could be combined with AGM	New SBP presentation ~~or~~ ~~SBP~~orSBP update, if appropriate **plus** -~~KPIs~~KPIs review -Risk Register update as set out at 12.2 -	Annual SBP update **plus** -Effectiveness of risk management and internal control system as set out in 12.1.2 -Y/E Forecast	Executive performance; ~~KPIs~~KPIs and remuneration; Governance and Board- Structure; Board Effectiveness review (examples)
Documents circulated by	In accordance with Articles of Association	5 business days prior to meeting	5 business days prior to meeting	5 business days prior to meeting	5 business days prior to meeting	N/A
Indicative Timing	To be agreed between the Shareholder and Company in each case to reflect the reporting calendar of the Company and Shareholder commitments.					

*Can be incorporated into the Quarterly Update Meeting ~~if~~1f appropriate

^May also include officers of the Shareholder Team from the relevant Ministerial department

MEMORANDUM OF UNDERSTANDING BETWEEN THE ~~MINISTER FOR TREASURY AND RESOURCES~~SHAREHOLDER AND PORTS OF JERSEY

1. Introduction

1.1. States Owned Entities **("SOEs")** play an important role in our economy and society, delivering essential services to Islanders, delivering and supporting Government policy and building shareholder value. They are active across many sectors, from public utilities to managing the Islands' gateways. Ministers rely on independent boards to lead each SOE. In turn, it is right that there should be clear and effective engagement with boards, to ensure they understand shareholder expectations of them in areas such as financial and non-financial performance, delivery against policy objectives, board conduct, and the relationship of boards with Government. High-performing boards and clear performance expectations enable SOEs to maximise their contribution to Jersey's overall economic efficiency and sustainable wellbeing, and to deliver effectively the objectives for which they were established. Against this background, Islanders legitimately have an expectation of robust and thorough governance arrangements between the Shareholder and each SOE which is likely to extend beyond those obligations which apply to the private sector. This is best demonstrated through transparency and accountability with quality, timely and reliable reporting of performance which goes beyond financial reporting and helps to maintain trust with the Shareholder and the public of the Island.

~~1.~~2. Background

~~1.1~~2.1. ~~—~~The States of Jersey ~~(“~~(the **"States~~”)~~")** adopted ~~on [date]~~ the Air and Sea Ports (Incorporation) (Jersey) Law 2015 ~~(“~~(the **"Law~~”)~~")** that ~~provides~~provided for the transfer ~~(“the Transfer”)~~ of the functions of, and the assets and liabilities administered in, the States Trading Operations known as Jersey Harbours and Jersey Airport ~~(“**The Trading Operations**”). New arrangements are in place with regard to the operation and regulation of the Harbours and Airport in Jersey.~~ .

~~1.2 The Jersey Competition and Regulatory Authority, subject to certain powers of direction held by the Minister for Economic Development, has the responsibility for commercial regulation of the industry in accordance with the terms of the Law.~~

2.2. ~~-~~Ports of Jersey has been issued with a licence by the JCRA which is responsible for regulating the air and sea port operations in Jersey. The JCRA is also responsible for the administration of the Competition (Jersey) Law 2005 (as amended).

~~1.1~~2.3. The Minister for Sustainable Economic Development has been and will remain responsible for sea transport policy and associated matters. ~~-~~The Chief Minister is responsible for air transport policy and associated matters.

~~1.2.~~ ~~—~~2.4 The States ~~of Jersey~~ assigned to Ports of Jersey ~~Limited~~ the responsibility for the direction, strategy and management of the business, and under the terms of Article 31(5) of the Law ~~“~~"the Minister for Treasury and Resources may exercise the powers of the States in their capacity as holder of securities in a company, but in doing so the Minister for Treasury and Resources shall act in the interests of the States in that capacity~~.”~~." In this regard, the Minister recognises the independence of the Board ~~of Directors~~ in managing the business.

~~1.3~~ 2.5 ~~—~~Ports of Jersey ~~Limited~~ is 100% owned by way of ~~the~~ States of Jersey ~~Investment~~Investments Limited, being a company of which ~~“~~"each of its shares ~~[~~are~~]~~ held by the States or by one or more nominees on behalf of the States~~.”~~." The States ~~of Jersey~~ is therefore the ~~“~~"holder of securities~~”~~" in the company that wholly owns Ports of Jersey ~~Limited,~~ and holds those securities pursuant to Article 31(2)(a) and (b~~).~~) of the Law.

Accordingly, the Minister, on behalf of the States ~~of Jersey~~, has under Article 31(5) the power and responsibility to exercise the ~~States of Jersey's~~States' shareholder rights as the ultimate owner of Ports of Jersey ~~Limited~~. This means that the Ports of Jersey ~~Limited~~ will look to the Minister as if ~~he~~they were the 100% shareholder.

2.6 The Ports Policy Ministerial Group, has been established for the purpose of agreeing policy positions in respect of Ports of Jersey.

2.7 The Policy Leads that are relevant to the activities of the Company will be agreed between the Shareholder and the Company from time to time. Given the breadth of its responsibilities, the primary point of contact for policy matters for the Company will be the Chief Executive and Head of the Public Service.

3 Definitions

3.1 Defined terms used in this Memorandum of Understanding **("MoU"),** including associated schedules, are set out in Schedule 1 (Definitions) of this MoU.

4 Duration

4.1 ~~('MoU')~~This MoU applies from the date of signing by the Minister until it is superseded or agreed between the parties that it is no longer valid. This MoU will be formally reviewed between the parties, at three yearly intervals unless any unforeseen circumstances require earlier review.

5 Purpose

~~1.4~~5.1 The purpose of this MoU is to ensure the appropriate conduct of Ports of Jersey ~~Limited and any subsidiaries as from time to time exist (hereinafter referred to as "Ports of Jersey")~~and the Shareholder and to put in place an accountability framework appropriate to Ports of Jersey as an ~~incorporated entity~~independent business wholly owned by the States ~~of Jersey~~ having regard to ~~its~~ the GoJ policies and the Company's corporate, environmental, social, and other responsibilities.

5.2 This MoU establishes the respective and distinct roles and responsibilities of the Board on the one hand and the Shareholder on the other. Interactions between the two will be conducted in accordance with this MoU.

~~1.5~~5.3 This MoU aims to foster a sound working relationship between the ~~Minister~~Shareholder and Ports of Jersey based on a mutual understanding of expectations for the sharing of information, regular dialogue on key issues as they emerge and develop, and~~, most importantly, the operation of a "no surprises" policy such that the Minister, in exercising on behalf of the States of Jersey his or her powers and responsibilities under Article 31(5) of the Law in respect of Ports of Jersey , is kept fully informed as to~~ key business decisions which have the potential to impact on ~~the States of Jersey's interests as owner~~GoJ.

~~3 Objectives~~

5.4 The Governance Framework, set out in Schedule 2 of this MoU, details the Shareholder's requirements for how the Company will interact with the Shareholder and for the Company's governance and reporting.

6 Company's Business

6.1 In its business operations, Ports of Jersey ~~aims~~will:

~~1.6~~6.1.1 adhere to~~:~~ the provisions of this MoU;

~~Carry~~

6.1.2 carry on business in a manner consistent with its SBP, as approved in accordance with section 9 of Schedule 2 of this MoU and the Public Services Obligations contained within it;

6.1.3 adhere to the provisions of the Governance Framework as set out in Schedule 2 of this MoU; and

6.1.4 adhere to all other applicable laws, regulations and industry-specific standards and guidelines..

6.2 The parties shall follow the programme of meetings as set out in Schedule 3 (Calendar of Meetings with the Shareholder) of this MoU unless agreed in advance by both parties.

6.3 It is recognised that the Directors and senior management of the Company will meet routinely and on an ad hoc basis with the Minister and officers of the Shareholder Team as needed.

6.4 Nothing in this MoU requires the Directors of the Company to do, or not to, anything which is inconsistent with their fiduciary duties as Directors.

6.5 In exercising their duties as Directors as defined in Article 74 of the Companies (Jersey) Law 1991 (as amended) or any successor legislation, it is expected that the Directors, in the fulfilment of their responsibilities, should act having regard to:-

a) the likely consequences of any decision in the long term;

b) the interests of the Company's employees;

c) the need to foster the Company's business relationships with suppliers, customers and others;

d) the impact of the Company's operations on the community and the environment; and

e) the interests of the Island as a whole in the continued provision of essential services.

7 Ports of Jersey's Objectives

7.1 Ports of Jersey's Objectives are to:

~~1.6.1~~7.1.1 carry out its principal objects (as defined in Article 5 of the Law~~,~~), its Public Service Obligations ~~as defined by Article 6 of that Law, and to carry out~~, and such other duties as are given or entrusted to it under any enactment~~.~~ or shareholder direction. For the avoidance of doubt the Minister reserves the power to interpret the term ~~'sustainable~~'sustainable growth in the economy of Jersey in the medium to long ~~term'~~term' and after appropriate consultation direct the Board pursuant to Article 5(2) of the ~~Air and Sea Ports Incorporation Law.~~Law;

7.1.2 ~~2.1.2 In~~in respect of its operations, secure long term self-sustainability and maintain stewardship of the assets transferred from the States ~~of Jersey~~ whilst carrying out the ~~public service obligations, as defined in the Law.~~Public Service Obligations;

~~3.1.1~~7.1.3 ~~Be a good employer as reported~~create long-term value for the Shareholder through:

a. supporting GoJ's wider policy objectives by prioritising and fully engaging in the ~~Strategic Business Plan Key Performance Indicators under Section 11~~activities agreed with the relevant Policy Leads and ultimately the Shareholder through the SBP; and

b. providing a sustainable and long-term return to the Shareholder in accordance with any agreed proportion of accumulated profit and capital reserves or other measure as shown in the approved SBP.

~~2.1.3~~ 7.1.4 demonstrate good corporate citizenship and role model behaviour for companies in Jersey, as set out in its KPIs on an annual basis.

8. Commercially Sensitive Information

8.1 Nothing in this MoU shall be construed as requiring the inclusion in the SBP, annual report, financial statements, or other published reports of any information, where the publication of the information would be likely to unreasonably prejudice the commercial position of the Company or that of the person who supplied, or who is the subject of, the information, or any of the Company's customers or suppliers.

8.2 In the event that the States receives a request under the Freedom of Information (Jersey) Law 2011 (as amended) **("FOi")** relating to the Company, the Shareholder will make every reasonable effort to advise the Company as appropriate, before making any disclosure.

9 **Without Prejudice**

9.1 This MoU does not prejudice in any way the rights, powers, duties and liabilities that exist in law between the parties and otherwise.

10 **Notices and Communications**

10.1 Any notices served on or communications to the Shareholder shall be delivered in all cases by email to:

[redacted]

and may also be delivered by hand, or post (recorded delivery), to: The Treasurer of the States
Government of Jersey, Union Street, St Helier, Jersey, JE2 3DN

Or to such other address as the Shareholder may notify to the Company in writing at any time as the address for service or communication

10.2 Any notices served on or communications to the Company shall be delivered by hand, post (recorded delivery), or email to:

[redacted]

Or to such other address as the Company may notify to the Shareholder in writing at any time as the address for service or communication

~~2.1.4 Be responsive to the wider interests of Jersey's Island community within the framework of any licence under which it operates. For the purposes of this objective, responsiveness will be measured by reference to the fact that a significant portion of the Island's residents are likely to be included in Ports of Jersey's customer base and therefore the interests of customers will be closely aligned to the prosperity and well-being of the Island.~~

~~2.2 In the pursuance of these objectives, the Directors of Ports of Jersey shall operate at all times with a view to the best interests of the company, as required by the terms of Article 74 of the Companies (Jersey) Law 1991.~~

~~3 :~~

Signed: Date:
Chairman:
Minister for Treasury and Resources: Date:

Schedule 1 - Definitions ~~and Interpretation~~

~~3.1 In~~

Defined terms used in this Memorandum of Understanding ~~the following defined terms are used~~include:

- ~~"~~"Board~~"~~" means the Board of Directors of Ports of Jersey~~;~~.
- ~~**"Corporate Governance Code"** means the UK Financial Reporting Council's UK Corporate Governance Code;~~
- ~~**"material"**~~"Chief Minister'' means the Chief Minister of the States.
- "Code" has the meaning given at section 3.1 of Schedule 2 of this MoU.
- "GoJ" means the Government of Jersey.
- "JCRA" means the Jersey Competition Regulatory Authority.
- "Material" shall take its meaning from the concept of materiality as from time to time understood for the purposes of auditing the annual accounts of Ports of Jersey ~~Limited~~ in line with accounting practices generally accepted in the Island of Jersey.~~-~~ Issues with a low financial impact, but a potentially high social, economic or political impact, will also be ~~material. For the sake of clarity, numerical~~Material. Numerical guidance as to materiality with regard to specific financial matters, will be agreed in the SBP from time to time.
- ~~**"the**~~ "Minister~~"~~" means the Minister for Treasury and Resources ~~who, under~~ of the States. It shall include any other States Member to whom functions in respect of Ports of Jersey are delegated by the ~~terms~~Minister.
- "Ministers" means Ministers of the ~~Law,~~States.
- "Minister for Infrastructure" means the Minister for Infrastructure of the States.
- "Minister for Sustainable Economic Development" means the Minister for Sustainable Economic Development, Tourism, Sport and Culture of the States.
- "MoU" means this Memorandum of Understanding between the Shareholder and Ports of Jersey.
- "Operational Budget" has the meaning set out at section 9.2.8 of Schedule 2 of this MoU.
- "Policy Leads" means the Ministers with responsibility for ~~acting on behalf of the States of Jersey in their capacity~~ the strategies and policies that are relevant to the activities of the Company as ~~ultimate, 100% owner of Ports of Jersey;~~identified and agreed between both parties from time to time.
- ~~"~~"Ports of Jersey~~"~~" or "the Company" means Ports of Jersey Limited and ~~any~~ all of its wholly owned subsidiaries~~;~~.
- ~~**"MoU"** means this Memorandum of Understanding;~~
- ~~"~~"Ports Policy Ministerial Group~~"~~" means the group comprising the Chief Minister, the Minister for Sustainable Economic Development, the Minister for Infrastructure and the Minister ~~for Treasury and Resources~~ (or their ~~designates~~delegates), for the purpose of agreeing proposed policy positions in respect of Ports of Jersey. ~~The terms of reference of the Ports Policy Group are included at Appendix 1; and~~
- ~~"~~"Public Service Obligations" has the meaning given to it in Article 6 of the Law.
- "Quarterly Update Meeting" means one of 4 regular meetings taking place in respect of each 3-month period of the Company's financial year between the Company and the Shareholder and in accordance with Schedule 3 of this MoU and "01, 02 (etc) Update Meeting" shall be construed accordingly.
- "Risk Register'' means the register maintained by the Company in respect of its key risks which shows as a minimum the nature of the risk, its likelihood, impact and timing, and the steps to be taken to mitigate it, with regular updates as the risk changes and the mitigation steps are carried out.
- "SBP~~"~~" means Strategic Business Plan as defined at Section 9 of Schedule 2 of this MoU.

~~4 Sensitive information~~

~~4.1 Nothing in this MoU shall be construed as requiring the inclusion in the published version of the SBP, annual report, financial statements, or half-yearly report (referred to below) of any information where~~

~~the making available of the information would be likely to unreasonably prejudice the commercial position of Ports of Jersey or that of the person who supplied, or who is the subject of, the information.~~

• ~~5~~ "Shareholder'' means the States of Jersey, represented by the Minister.

Schedule 2 - Governance Framework

1. Background

1.1. This Schedule details how the Company and Shareholder will interact and the requirements for the Company's governance and reporting.

1.2. This Schedule will be updated as required from time to time in consultation and mutually agreed with the Company.

~~11 Objectives of States Duration~~

~~5.1 This MoU applies from [_____] until it is superseded or agreed between the parties that it is no longer valid. This MoU may be modified from time to time by agreement between the parties and presented to the States Assembly prior to any agreed changes coming into effect. Nothing in the MoU will require the directors of the Board to do, or not do, anything which is inconsistent with their fiduciary duties as directors.~~

~~6 Ports of Jersey's Business~~

2. ~~6.1 Ports~~ of Jersey ~~will:~~ownership

- ~~carry on its activities in a manner consistent with its SBP and the Public Service Obligations included within it; and~~
- ~~conduct its activities in accordance with any decisions of the Minister, as a member of the Company provided such decisions do not contravene compliance with Article 74(1) of the Companies (Jersey) Law 1991 (as amended) which states:~~

~~"A director, in exercising his powers and discharging his duties, shall –~~

~~(a) act honestly and in good faith with a view to the best interests of the company; and~~

~~(b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances."~~

7 Directors

7.1 The directors of Ports of Jersey shall be persons who, in the opinion of those appointing them, will assist Ports of Jersey to achieve itsoverarching objectives.

7.2 The directors shall be appointed in accordance with the Companies (Jersey) Law 1991 and the Articles of Association.

7.3 No appointment of the Chairman may be made without the prior consent of the Minister in accordance with the Air and Sea Ports (Incorporation) (Jersey) Law.

7.4 All appointments and re-appointments will follow the Jersey Appointments Commission's Code of Practice for Appointments to Autonomous and Quasi-autonomous Public Bodies and Tribunals.

7.5 The Treasurer of the States will be invited to all Board and/or Board committee meetings where the appointment of the Chairman shall be considered, and invited to participate in any nominations panel established for the appointment of the Chairman.

7.6 All decisions relating to the operation of Ports of Jersey shall be made by or pursuant to the authority of the Board in accordance with its SBP.

7.7 The Board shall be accountable to the Minister in the manner set out in this MoU.

8 Strategic Business Plan

8.1 The Board shall cause to be prepared a Strategic Business Plan which shall be sent to the Minister for his or her approval at such time as may be reasonably required setting out the objectives, policies and programmes of the Company and reporting on progress.

8.2 The Board shall deliver to the Minister for his or her consent a final SBP two months prior to the commencement of each financial year of Ports of Jersey, and provide updates as required by the Minister.

8.3 Each SBP will be developed in accordance with the overall policy objectives and dividend policy for Ports of Jersey as agreed by the Minister further to the advice of the Ports Policy Group. The Minister will undertake an assessment of the SBP prior to final approval. This will include the Minister commissioning expert advice as and when required. The SBP shall specify, in respect of the financial year to which is relates and each of the following four financial years, information in respect of the following:

- The environment within which the business is operating;
- The key business objectives of Ports of Jersey;
- The nature and scope of the activities to be undertaken;
- Key Performance Indicators – both financial and non-financial as agreed in consultation with the Minister; and including ones related, but not limited to, management of historic harbours, environmental responsibilities and Public Service Obligations.
- 2.1. Such other matters asof Jersey's ownership of companies are agreed by the Minister and Ports of Jersey.:

8.4 Ports of Jersey may seek the agreement of the Minister to modifications of the SBP at any time by written notice, sufficient for a proper appraisal of said modifications.

8.5 The Minister's approval of a SBP and any modifications to an SBP may be reasonably withheld by providing the Board with a written explanation of the specific areas of concern and inviting the Board to address them.

9 Annual Report

9.1 Within 4 months after the end of each financial year of Ports of Jersey, the Board shall deliver to the Minister:

- A report of the operations of Ports of Jersey during the financial year, including disclosures in accordance with the principles of the Corporate Governance Code;

- ~~Audited consolidated financial statements for that financial year, prepared consistently with States Accounting policies as set out in the Jersey Financial Reporting Manual;~~
- ~~The auditor's report on those financial statements;~~
- ~~Full financial statements for each company within the Group;~~
- ~~A comparison of the figures contained within the Operational Budget with actual results achieved by the business for the relevant financial year; and~~
- ~~An interim statement on year end numbers, 3 months after year end~~

~~9.2 Ports of Jersey shall also submit a report concerning the Key Performance Indicators (referenced in 8.3 above) measured by Ports of Jersey (reference Section 11).~~

~~9.3 In addition, the Board will deliver to the Minister upon request, such reporting required on an annual and ad hoc basis for the purpose of preparing the financial statements of the States of Jersey and information required to assist with the financial planning of the States of Jersey.~~

~~9.4 Given the significant support provided by Ports of Jersey to Clubs and Associations across the Island, the Annual Report will specifically contain a report from the Board on its Corporate Social Responsibility performance and any deviation from the previous year's arrangements will be identified in the SBP.~~

~~10 **Half-Yearly Reports**~~

~~10.1 Within 2 months after the end of the first half of each financial year of Ports of Jersey, the Board shall deliver to the Minister:~~

- ~~A report of the operations of Ports of Jersey during that half year, including a report on key performance indicators;~~
- ~~A comparison of the figures contained within the Operational Budget with actual results achieved by the business in the period; and~~
- ~~A report concerning the Key Performance Indicators measured by Ports of Jersey (reference section 11.)~~

~~11 **Key Performance Indicators**~~

~~11.1 Ports of Jersey will operate its business so as to maximise its performance in line with the objectives set out in the SBP and this MoU and will submit, as part of its half year and full year reporting, a report of performance against the Key Performance Indicators agreed in the SBP by the Minister.~~

2.1.1. ~~11.2 The following principles should guide~~ to maximise overall financial, social and environmental benefit consistent with increasing long-term shareholder value;

2.1.2. to invest in and safeguard Jersey's economic and strategic assets, and interests vital to Islanders and to innovate where appropriate;

2.1.3. to support the development ~~of the Key Performance Indicators:~~and delivery of GoJ policy and strategic priorities in partnership;

2.1.4. where relevant to ensure the ~~**focus should be on a number**~~continuous provision of ~~**Key Performance Indicators agreed by**~~essential services to Islanders; and

~~11.2.1~~**2.1.5.** to encourage sustainable growth in the ~~**Minister;**~~economy of Jersey in the medium to long term.

~~11.2.2 Ports of Jersey should only be held to account against the Key Performance Indicators over which it has sufficient control;~~

~~11.2.3 Key Performance Indicators should be verifiable and the cost of providing the measurement should not outweigh the benefits of doing so;~~

~~11.2.4 As far as possible, Key Performance Indicators should be outcome orientated; and~~

~~11.2.5 Key Performance Indicators should have regard to appropriate external reference points for assessing performance.~~

~~12~~

3. Corporate Governance

3.1. ~~12.1~~ Unless in direct conflict with other provisions of ~~this MoU, Jersey law,~~ the Company's Memorandum and Articles of Association, or this MoU, the ~~fiduciary duties of the Directors, Ports of Jersey will~~Company and its Board shall adhere to the Principles of the Good Governance ~~and shall implement~~in the 2024 UK Corporate Governance Code~~. In particular, Ports of Jersey will implement and maintain a sound system of internal controls to safeguard its value to the States~~ (the **"Code")** or any successor document that is incorporated into the listing rules of the UK Listings Authority, or its successor body.

3.2. ~~12.2 Ports of Jersey will~~The Company shall not engage anywhere in any political activity or provide funds in connection with the carrying on by any third party of any political activity.

~~13 Important Management Decisions~~

~~13.1~~

4. Key Performance Indicators (KPIs)

4.1. KPIs are to be set by the Company, as discussed and agreed annually with the Shareholder in advance. Performance updates are to be reported in the Shareholder Update Meetings as set out in Schedule 3 (Calendar of Meetings with the Shareholder) of this MoU.

4.2. The following principles should guide the development of the KPIs:

4.2.1. the focus should be on a small number of key measures that the Shareholder and the Company agree are relevant;

4.2.2. the measures should relate to matters over which the Company has sufficient control;

4.2.3. performance measures will be unambiguous and verifiable and the cost of providing the measurement should not outweigh the benefits of doing so;

4.2.4. as far as possible, performance measures should be outcome-oriented; and

4.2.5. performance measures should have regard to appropriate external reference points for assessing performance.

4.3. The minimum number of KPIs shall be one for each of the following performance areas:

4.3.1. financial;

4.3.2. support of GoJ policy development;

4.3.3. environmental, social and governance (ESG);

4.3.4. organisational resources and capability; and

4.3.5. delivery of services and customer service focus.

5. Obligation to Inform

5.1. In the ~~spirit of open dialogue and a~~ interest of keeping the Shareholder fully informed under a "no surprises ~~policy, the Ports~~" approach, the Company shall provide on a timely basis, any information which is relevant to the reputation of the States of Jersey. This includes but is not limited to the following:

5.1.1. matters that could cause reputational damage to the Shareholder;

5.1.2. any Material breach or alleged breach of law or regulation;

5.1.3. strategic communications with other governments;

5.1.4. activities that may be seen as politically sensitive;

5.1.5. major successes or failures in delivering or promoting GoJ policy objectives; and

5.1.6. any statement or media release that the Company intends to make about or with reference to the Shareholder.

5.2. The Company shall inform the Shareholder in the event that it wishes to effect any significant changes to its accounting policies and/or standards.

5.3. The Shareholder will make every reasonable effort, where appropriate, to provide advance notice to the Company of statements it intends to make about the Company.

5.4. In addition, the Company shall provide the Shareholder with formal reports from the Company as set out in Schedule 3 (Calendar of Meetings with the Shareholder) of this MoU.

6. Obligation to Consult

6.1. The Shareholder requires to be consulted in respect of certain matters. These are:

6.1.1. Material contracts proposed to be entered into as a buyer or seller, being those which are some or all of:

a) outside the normal course of business unless contemplated by the SBP; or

b) with other Governments; or

c) contain Non-Disclosure Agreement terms which can reasonably be expected to override the obligations set out in this MoU; or

d) other than contracts entered into by the Company in the normal course of business that give rise to what would be considered to be normal, every-day commercial risk/liability, a contract that has the potential to create an uninsured liability, including additional pension liabilities, for the Company or Shareholder; or

e) contain any other matters which the Company could reasonably have been expected to identify would be likely to be considered contentious by the Shareholder;

6.1.2. Where the Company is considering, or a third party has started, or is planning, to commence litigation or administrative proceedings which could create an uninsured liability for the Company or against another GoJ department or States owned entity or any other material litigation proposed by or against the Company;

6.1.3. Any planned response to a consultation; publicly-stated position; or Company action, which contravenes Government policy or reasonably could be seen to do so; and

6.1.4. Any proposal for an Executive Director to accept an external appointment whereby they are appointed as a Director of another company or some other senior role within that organisation.

6.2. In respect of matters on which the Shareholder is to be informed or consulted, in accordance with Section 5 and 6 of this Schedule, the Company will raise these matters and notify the Shareholder as soon as it is aware that a matter of this nature will or could arise. It will do this regardless of whether or not full details are available and will not delay its timing merely because the information can be included at a later Quarterly Update Meeting or in the SBP or any other report to be presented at a Shareholder meeting.

6.3. The Shareholder will respond within 10 business days, from acknowledged receipt of notification, as to how it wishes to engage on the matter. If the matter requires an urgent decision, then the Company should explain the circumstances and timescales and the Minister will make every practicable effort to respond within the requested timescale

provided the Company has given such reasonable notice and information as is practicable..

6.4. The Shareholder's response will set out any further information it requires on such matters and the process for further consultation if this is required.

6.5. If the Shareholder's response is sought via the Quarterly SBP Update Meeting, the Shareholder shall set out at the meeting:

6.5.1. any requests for further information, which may be sought before the next Quarterly Update Meeting;

6.5.2. its consultation response and/or a statement of how it wishes to conduct any further discussion; and

6.5.3. its confirmation if applicable that the consultation has been satisfactorily concluded which it will confirm in writing to the Company.

6.6. Where the Company is considering undertaking a tendering exercise for the appointment of new auditors, in advance of the Shareholder being asked to approve the appointment of the nominated new auditors at an Annual General Meeting or by way of an ordinary shareholder resolution, the Company should consult with the Comptroller and Auditor General.

7. Obligation for Approval

7.1. The Company will seek the ~~consent~~approval of the ~~Minister~~Shareholder before it:

- ~~Makes any material change to its SBP;~~

7.1.1. ~~Makes any material~~makes any change in the nature of its business as carried on or ~~commence~~commences any new business by purchasing ~~material~~Material interests or acquiring other businesses or assets not being ancillary or incidental to ~~such business~~its core business, other than those already specifically approved in the SBP;

7.1.2. ~~Sells~~sells, transfers, leases, licences or in any way disposes of all or a ~~material~~Material part of its business or assets, other than in the ordinary course of business or in line with an approved SBP;

7.1.3. ~~Creates~~creates any ~~material~~ mortgage or security interest, other than any arising ~~by~~out of operation of law or arising by prior agreed limits, over any of ~~Ports of Jersey's~~the Company's assets;

7.1.4. ~~Gives~~gives any ~~material~~ guarantee, indemnity or security in respect of the obligations of any person, other than any arising out of operation of law or in the ordinary course of ~~trading~~business;

~~Borrows~~7.1.5. borrows any ~~material~~ sum or ~~factor or discount~~factors any ~~material~~Material book debts, except in respect of the leasing of plant or equipment in the ordinary course of trading and ~~except as permitted under the terms~~ of any working capital and capital expenditure facilities which ~~may be made available by~~are entered into in the ~~States~~ordinary course of ~~Jersey to Ports of Jersey~~business;

- ~~Enters into any material contract or alters, in a material way, the commercial terms of any material trading arrangements in either case outside the ordinary course of trading;~~

~~Undertakes~~7.1.6. undertakes in any financial year any single item or series of ~~terms~~items of Material capital expenditure (including finance leases but excluding operating leases as respectively defined in ~~IAS 17 as interpreted by the Jersey Financial Reporting Manual~~GAAP) involving an aggregate liability during that financial year ~~materially~~ in excess of the sums provided for capital expenditure in its Operational Budget~~,~~ and~~/or amounting to a material sum~~ approved SBP, where the excess amounts are in aggregate a Material percentage of turnover or a Material percentage of the Balance Sheet of the most recent

year's consolidated audited financial statements;

- ~~Changes~~7.1.7. changes the financial year end of ~~Ports of Jersey; or~~the Company; and

~~Commences~~7.1.8. undertakes any ~~litigation, arbitration~~activity where such approval was given via an approved SBP and the item has since changed in substance or Material amount since SBP approval.

7.2. Where the Company proposes the sale of a Material property that is not included in an approved SBP, the appropriate Ministerial Decision will not take effect until after the expiration of fifteen days from the date of signing to allow for sufficient transparency and scrutiny.

7.3. Where the Company proposes any of the above actions as part of investment in a new entity or ~~administrative proceedings, or claim outside the ordinary course of its~~ business~~.~~, its request for approval should show how the investment will benefit the delivery or price of the Company's service to its customers or, if not, how it will directly contribute to delivering other Objectives of the Company and/or the Shareholder. Specific measures of success in delivering these benefits should, wherever possible, be proposed and subsequently be reported on in SBP updates.

7.4. In order to discuss the matters for which ~~might~~approval is sought, senior management of the Company will make themselves available, at the Shareholder's request, to present matters or answer queries.

8. Process for Shareholder approval

8.1. The Company shall make the Shareholder aware in a timely way of any matter requiring approval, even if all the information is not yet available.

8.2. The Shareholder will respond within 10 Business Days from acknowledged receipt of notification as to how it wishes to engage and any further information that it may need to satisfy its review for approval. If the matter requires an urgent decision, then the Company should explain the circumstances and timescales.

8.3. Responses will be given formally in writing, clearly stating what has been approved, or not approved, and any conditions attached to such approval, as appropriate.

8.4. For the avoidance of doubt, any failure by ~~itself or together~~the Shareholder to provide a response within the timelines set out will not enable the Company to deem its proposal approved. Approval will only be given in writing as set out at section 8.3 above.

9. Strategic Business Plan (SBP)

9.1. The Company shall produce a SBP and submit the draft SBP for review, discussion and approval by the Shareholder. The Company shall engage the Policy Leads that are most relevant to the activities of the Company in the formulation of the SBP.

- **9.2.** As part of preparing the SBP, the Company, supported by the Shareholder, shall make all reasonable efforts to consult with ~~any such other proceedings or claim have a material adverse effect on~~ affected Ministers as applicable in the development of and prior to presenting the SBP to the Shareholder. The SBP shall specify, in respect of the financial ~~condition of Ports of Jersey.~~year to which it relates and each of the following two financial years, or such period as is agreed with the Shareholder, information in respect of the following:

~~13.2 The Board will bear in mind the continuing interest of the States of Jersey in the property previously owned by the public of the Island. In particular the Board will not sell any land previously owned by the Public of the Island unless the Minister gives his or her consent. Valid consent cannot be given by the Minister unless the proposal for the sale has been laid before the States Assembly for 15 days, and either no objection has been made to the sale, or the States Assembly has approved the sale notwithstanding any objection.~~

9.2.1. ~~14~~ the environment within which the business is operating, including an assessment of the key challenges;

9.2.2. the key business objectives of the Company for the SBP period which are consistent with the Shareholder Objectives set out at section 2 of this Governance Framework and with the Company's objectives as set out in section 7 of this MoU;

9.2.3. the nature and scope of the activities to be undertaken;

9.2.4. a review of the key risks, as set out below in section 12 and of the opportunities facing the Company, and proposed responses to these;

9.2.5. any planned or contemplated activities covered by the Obligations to Inform (section 5) and Consult the Shareholder (section 6), regardless of whether there is sufficient information to complete such requirement at the time of the SBP, making it clear if the information in the SBP is intended to meet the requirement to inform or commence consultation;

9.2.6. any foreseeable matters during the next year for which Shareholder approval will or could be required under section 7 of this Governance Framework, regardless of whether there is sufficient information to complete such approval at the time of the SBP;

9.2.7. KPIs to be measured over the year, in accordance with section 4 of this Governance Framework, as agreed in consultation with the Shareholder and/or impacted Ministers as applicable; and

9.2.8. an Operational Budget covering as a minimum the next two financial years (with the first year in detail and the following years in summary), with an accompanying forecast for the period of the SBP and showing additionally comparable outturn amounts for each of the preceding two years. The Operational Budget shall contain:

a) budgeted figures for the two years to which it relates including profit and loss account, balance sheet and cashflow statements with sufficient detail for the Shareholder to understand the make up of revenues and costs, sources of forecast growth and the source and use of funds;

b) an estimate of the amount or proportion of accumulated profits and capital reserves that is intended to be distributed to the Shareholder or otherwise remitted, such as through direct investment in GoJ projects as agreed with the Shareholder; and

c) such other matters as are agreed by the Shareholder and the Company.

9.3. The Company shall deliver to the Shareholder a final SBP and/or annual update, as appropriate, and present it at the Quarterly Update Meeting as per the meeting calendar outlined in Schedule 3 of this MoU.

9.4. The Company shall provide quarterly updates in writing to the Shareholder for the Quarterly Update Meetings no later than the times set out in Schedule 3 of this MoU. The quarterly updates should include, but not be limited to:

9.4.1. progress against the SBP including matters under Obligations to Inform and Consult;

9.4.2. financial results for the year to date and any reforecast annual outturn as presented in management accounts to include profit and loss statements in sufficient detail to compare to the Operational Budget in the SBP;

9.4.3. an explanation of any major variances;

9.4.4. a report on KPI performance in the year to date;

9.4.5. results delivered in relation to the benefits identified from approved and executed acquisitions and investments in the last 2 years in accordance with section 7.2;

9.4.6. any major events impacting the Company;

9.4.7. any new matters that fall under the Obligations to Inform and Consult; and any revisions to the SBP strategies or plans. Where the update includes matters reported in accordance with Obligations to Inform and Consult, these shall be clearly indicated; and

9.4.8. a review of the Company's emerging and principal risks and mitigation approaches particularly including those risks which may have reputational impact on the Shareholder.

9.5. The Shareholder shall provide the Company with formal written notification of its approval of the SBP within 6 weeks of the Quarterly Update Meeting at which it is presented. The support of relevant Policy Leads, as appropriate, must be formally obtained prior to Shareholder approval.

9.6. The Shareholder may provide SBP approval with reservations as to certain items, in relation to which it may require conditions to be met or additional information provided. Once such conditions have been met or the Company has provided such information and the Shareholder has reviewed this to its satisfaction, the Shareholder will notify the Company of its approval of those reserved items in writing within 10 Business Days.

9.7. For the avoidance of doubt, the Shareholder review required under section 9.6 above may include the Shareholder conducting further analysis and review of the relevant information. In such a case, the Shareholder will provide the Company with an estimate of the timing for its approval and with updates when and if that timing is foreseen as requiring extension. The Shareholder will make every practicable effort to provide approval within the estimated timescale, provided the Company has furnished such requested additional information as is practicable and within a reasonable timeframe.

10. Annual report

10.1. Within 4 months after the end of each financial year of the Company, the Board shall deliver its Annual Report and Accounts to the Shareholder, including any disclosures under the Code.

10.2. In addition, the Company will deliver to the Shareholder, such reporting required on an annual and ad hoc basis for the purpose of preparing the financial statements of the GoJ and information required to assist with the financial planning of the GoJ.

11. Meetings with the Shareholder

11.1. For the purposes of ensuring open communications between the Shareholder and the Company, meetings will, at a minimum, take place during the Company's financial year as detailed in Schedule 3 of this MoU unless agreed by both parties.

11.2. Other meetings to discuss matters arising, including those to comply with the Obligations to Inform and Consult, or to obtain approval in accordance with section 8 of this Schedule 2 of this MoU, will be scheduled as agreed between the Shareholder and Company in the course of each year.

11.3. If requested by the Shareholder, representatives of the Company will attend briefings with Scrutiny Panels on reasonable notice being given.

12. Risk Management

12.1. The Company will implement and maintain a sound system of risk management to safeguard its value to the Shareholder. In particular, the Company shall:

12.1.1. as part of its Q2 Meeting Update outlined in Schedule 3 of this MoU provide a robust assessment of the principal risks and how they are being managed and mitigated, such assessment carried out by the Directors in accordance with the Code; and

12.1.2. as part of the Q4 Meeting Update outlined in Schedule 3 of this MoU, and in accordance with the Code, present a report on the Board's review of the

effectiveness of the Company's systems of risk management and internal control.

12.2. The Company will review its Risk Register with the Shareholder in accordance with Schedule 3 of this MoU.

12.3. The Company will inform the Shareholder of and provide any Internal Audit report that identifies major findings or a significant deficiency in controls.

13. Provision of Information ~~and Consultation~~

~~14.1 To facilitate an open flow of information between the Minister and Ports of Jersey of such matters as may be the legitimate concern of the States as owner, Ports of Jersey will:~~

~~14.1.1 as soon as practicable after litigation, arbitration or proceedings are instituted or, to its knowledge threatened, provide written details to the Minister of any litigation, arbitration or administrative proceedings or claim which might reasonably be expected by itself or together with any such other such proceedings or claim to have a Material adverse effect on the financial condition of Ports of Jersey; and~~

~~14.1.2 when consulting the Minister under this MoU provide the Minister, in good time in advance, with sufficient information properly to assess the issue in question.~~

13.1. ~~14.2~~ Except as stated below, the ~~Ports of Jersey~~Company shall supply to the ~~Minister~~Shareholder such information relating to the affairs of ~~Ports of Jersey~~the Company as the ~~Minister~~Shareholder may reasonably request from ~~time to~~ time to time.

13.2. ~~14.3 Ports of Jersey~~The Company will give the ~~Minister~~Shareholder access to information to assist the ~~Minister~~Shareholder to properly and effectively ~~to~~ respond, within the necessary ~~timescale~~timescales, to requests for information for ~~States'~~Ministerial questions and other information required for the ~~Minister~~Shareholder to fulfil ~~his or her~~its responsibilities on behalf of the States of Jersey or according to the law. ~~Where such a~~ response leads to a request for ~~a direct response or~~ the provision of information directly from ~~Ports of Jersey, they~~the Company, the Company will provide the response or information in an expeditious manner.

13.3. ~~14.4~~ For the avoidance of doubt, in no circumstances shall the ~~Board~~Company be obliged by this MoU to supply to the ~~Minister any information~~Shareholder any information which compromises its GDPR obligations or otherwise (including its obligations under the Data Protection (Jersey) Law 2018 (as amended)) on an individual employee (other than Executive Directors), or customer of ~~Ports of Jersey~~the Company, or any other person, if the information supplied would enable the identification of the person concerned, except in the case of any information required for the administration of the Public Employees Contributory Retirement Scheme and any equivalent ~~Scheme~~scheme.

13.4. ~~14.5~~ If considered necessary, the ~~Minister~~Shareholder may seek such information or commission an independent review of ~~Ports of Jersey which may cover, but shall not necessarily be restricted to, the effectiveness and efficiency of service delivery by Ports of Jersey, and the effectiveness of operation of internal control systems. Without prejudice to section 4 (Sensitive Information) above, Ports of Jersey~~ the Company. The Company shall comply with ~~such~~the reasonable ~~requests~~request for information pursuant to such a review being commissioned.

~~14.6 When the Minister is consulted or his or her consent is required by Ports of Jersey, the Minister will respond to any reasonable request by Ports of Jersey within 10 working days of Ports of Jersey's request having been received, either to give a decision or to set out the timeframe expected for the decision. Decisions shall be made in a reasonable time dependent on the nature of the issue.~~

~~15 Ongoing Communications and Accountability~~

~~15.1 For the purposes of ensuring open communications between the Minister and Ports of Jersey, the following meetings will, at a minimum, take place during each calendar year;~~

~~15.1.1 Officers on behalf of the Minister will meet three times a year with senior management from Ports of Jersey to discuss matters generally covered by this MoU;~~

~~15.1.2 The Chairman of Ports of Jersey and the Minister will meet on a quarterly basis to discuss matters generally covered by this MoU with a record of matters discussed at such meeting being made;~~

~~15.1.3 The Chairman of Ports of Jersey will attend, with senior management, a meeting with the Minister in January each year for the purposes of an 'investor briefing' whereby items submitted under section 8 and 9 above will be discussed; and~~

~~15.1.4 Following the formal annual general meeting each year, the Board of Ports of Jersey will meet with the Minister to consider performance in the previous calendar year.~~

~~15.2 In relation to discussing the reports submitted by Ports of Jersey or matters concerning those items covered in Section 14 and 15 above, senior management of Ports of Jersey will make themselves available, at the Minister's request, to present matters or answer queries.~~

~~16 **Directors Remuneration**~~

~~16.1 In accordance with best practice, the annual remuneration report of the Remuneration Committee will be specifically voted on by the Minister or their delegate, at the annual general meeting prior to any recommendations coming into effect.~~

~~16.2 The Board of Ports of Jersey, through its Remuneration Committee, will undertake a review of Directors' remuneration and terms of employment at least every two years.~~

14. Directors' Appointments and Removal

14.1. The Directors shall be appointed in accordance with the Companies (Jersey) Law 1991 (as amended), the Company's Articles of Association and this Schedule 2 (Governance Framework) of this MoU.

~~1.1.~~14.2. All appointments and re-appointments will follow the Jersey Appointments Commission's "Guidelines for the recruitment of Senior States Employees, appointees and members of independent bodies" or subsequent guidelines that replace them.

14.3. The Company shall invite the Shareholder to all meetings where substantive decisions are to be taken on the appointments of the Chairman and the Chief Executive and, with the agreement of the Jersey Appointments Commission, will invite the Shareholder to participate in any nominations panel established for the appointment of Chairman or Chief Executive Officer.

14.4. In accordance with Principle J of the Code, an effective succession plan for the Board and senior management shall be maintained. Both appointments and succession plans should be based on merit and objective criteria as well as promoting diversity, inclusion and equal opportunities.

14.5. The Company shall publish, in its Annual Report, details of other Directorships and appointments held by Executive Directors of the Company.

14.6. In accordance with the Code, the Board shall undertake an annual formal and rigorous evaluation of its own performance, including how effectively members work together; and of its Committees, Chair and individual Directors. The Chair shall commission a regular externally facilitated board performance review at least every three years, which should consider, inter alia, the composition and diversity of the Board. Outcomes of the reviews are to be presented to the Shareholder at a Chair and Shareholder Quarterly meeting; timing as mutually agreed.

15. Directors' Remuneration

15.1. Changes to either the structure or quantum of remuneration paid to Executive Directors for their executive responsibilities in the business, shall be approved by the Shareholder in advance of them taking effect. The "quantum" refers to the contractual structure, such as maximum bonus potential and objectives/KPIs, as opposed to the bonus payout which will be determined by the Board in accordance with the targets agreed with the Shareholder.

16.315.2. Any changes to the level of remuneration paid to ~~non-executive~~Non-Executive Directors ~~must~~shall be agreed, in advance, by the ~~Minister.~~ Shareholder. Newly appointed ~~non-executive~~Non-Executive Directors will have the terms of their appointment approved, if appropriate, in accordance with normal practice at the annual general meeting subsequent to their appointment or in accordance with any other process specifically set out in applicable legislation.

15.3. ~~16.4 Changes~~Any requests for approval for changes to ~~either the structure or quantum of~~ remuneration ~~paid~~in accordance with this section 15 shall be submitted to the Minister, to the extent possible, prior to the proposed change taking effect.

15.4. In accordance with best practice, the annual remuneration report of the Remuneration Committee will be specifically voted on by the Shareholder at the Company's annual general meeting.

15.5. The Company, in designing remuneration schemes for its executive and non-executive directors, shall have due regard to the remuneration policies published by the Shareholder from time to time.

15.6. In particular the Company and the Remuneration Committee will have due regard to the following principles:-

15.6.1 increases in Executive Director remuneration should not be greater than inflation and wider, annually reviewed, Company workforce remuneration increases, whilst recognising changes in responsibility and/or levels of accountability;

15.6.2 the Remuneration Committee should give additional consideration to the appropriateness of the increase for Executive Directors ~~for their executive responsibilities in~~ where the reference increase applying to the wider workforce may be considered high and recognises the Executive Directors may have access to additional incentive schemes that may not be accessible to the wider workforce; and

15.6.3 Executive Director remuneration should be set with reference to a range of determinants such as appropriate and comparable benchmarking taking into account the scale and complexity of the business, ~~including those relating to bonus payments, are to be approved by the Minister in advance of their taking effect~~in relation to other operators in the UK and internationally, the experience of the Director in question, and the public sector ownership of the Company. Given these factors it is unlikely that rates would be market leading.

~~17~~

16. Insurance

16.1. ~~17.1 Ports of Jersey shall with effect from incorporation~~In agreement with the Shareholder, the Company shall determine the level of insurance it should maintain and establish if there is an appetite to maintain adequate insurance covers through the Shareholder's insurance arrangements.

16.2. Unless otherwise agreed, the Company shall take out and maintain in effect insurance policies with a reputable insurer in respect of ~~the~~its business ~~transferred to it~~ and any new business ~~Ports of Jersey~~the company undertakes after the above date which it is usual for a business of this nature to have and which the ~~directors of Ports of Jersey~~Company Directors consider prudent having taken into account the policy limits, excess~~/~~ / deductibles

and retention of risk, including within (or combined with) the Shareholder's portfolio of insurance assets and liabilities.

~~18~~ Schedule 3 - Calendar~~Without Prejudice~~

~~18.1 This MoU does not prejudice in any way the rights, powers, duties and liabilities that exist in law between the parties and otherwise.~~

Signed for an on behalf of Ports of Jersey

_____ _____
Date

Chairman

_____ _____
Date

Meetings

Signed by the Minister for Treasury and Resources

_____ _____
Date

APPENDIX 1

Ministerial Group under the Air and Sea Ports Incorporation (Jersey) Law 201-

The Ports Policy Group (PPG)

1. Membership

Chief Minister (or designate)
Minister for Economic Development (or designate)
Minister for Treasury and Resources (or designate)

Chief Executive of the States (or designate)
Chief Officer, Economic Development (or designate)
Treasurer of the States (or designate)

2. Main functions

The Group will hold scheduled annual meetings with the aim of providing advice to Shareholder

- The Minister for Treasury & Resources to discharge his obligations as shareholder in the following regard

  - Setting the overall policy objectives for the incorporated Ports of Jersey Limited (PoJL). This may include interpretation of Article 5 (2) to 'secure sustainable growth in the economy of Jersey in the medium to long term'.

- To approve the SBP as outlined in the MoU.
- Establishing the dividend policy for the forthcoming year.

- To the Minister for Economic Development to discharge his obligations in the following regard

- Setting the government's policy objectives in relation to the PoJL with regard to regulatory and competition matters.
- Defining the planned expenditure on the Public Service Obligations (PSOs) during the forthcoming year.

3. Additional meetings

Additional meetings will be held if

- The Minister for Treasury & Resources wishes to change the dividend policy mid-year.
- Ministers wish to change the expenditure on the PSOs mid-year.
- PoJL proposes a change to its SBP.

Should such events arise; the relevant Minister will inform the PPG prior to taking the relevant action or approving changes to the SBP. If the other members confirm that the matter is not of interest, no meeting need be held.

Also, in addition to the scheduled meetings, a Minister may offer any decision for which they are responsible under the Air & Sea Ports Incorporation (Jersey) Law, or in relation to the PoJL under the Companies Law, or in relation to the Harbours or Airport Authorities, to the PPG for consideration. If the other members confirm that the matter is not of interest, no meeting need be held.

Any Minister may call a meeting to coordinate policy in an area where they otherwise have freedom to implement that policy. This will be entirely subject to the discretion of the party taking the decision.

4. Outcomes

The PPG will have no powers in Law, but will guide the PPG membership as to the exercise of those powers held individually in respect of the PoJL.

After each of its scheduled meeting, the PPG will write a public letter to PoJL summarising the outcome of the meeting, for instance objectives for the PoJL SBP or PSO expenditure. In addition, the PPG may write to the Board of PoJL, privately or publicly as it sees fit, stating its opinion on actions or the general course of action of the Board.

5. Administration

The PPG will be advised as appropriate, by relevant government maritime and civil aviation professionals and the JCRA.

Secretarial support and responsibility for ensuring meetings are called will be provided by EDD.

6. Timeframe

Ministers will prioritise PPG meetings as necessary to meet the turnaround times laid down in the Memorandum of Understanding (MoU) between the PoJL and the shareholder.

7. Modification of terms and membership, disagreement

The PPG may modify these terms by agreement of members.

If relevant functions pass to Ministers other than those identified, the relevant Minister or designate will be a member of the PPG.

	AGM	Quarterly Update Meetings				Chair's meeting*
	Q2	Q1	Q2	Q3	Q4	Each quarter
Attendance	Shareholder" Board	Shareholder, Policy Leads as appropriate Chair or designate, NEDs as appropriate CEO CFO	Shareholder, Policy Leads as appropriate Head of Risk Chair or designate, NEDs as appropriate CEO CFO	Shareholder, Policy Leads as appropriate Chair or designate, NEDs as appropriate CEO CFO	Shareholder, Policy Leads as appropriate Head of Risk Chair or designate, NEDs as appropriate CEO CFO	Shareholder Chair
Documents	Annual Report	SBP update Key changes to the Risk Register	SBP update Principal Risks and Mitigations	SBP update Key changes to the Risk Register	SBP update Risk Management effectiveness and internal controls assessment	
Agenda (standing) Other specific items to be tabled as required	Annual report and required statutory matters	SBP update **plus** -SBP outturn and KPI review for prior year -Risk Register update as set out at 12.2	SBP update **plus** -Principal risks and mitigations review as set out at 12.1.1 Could be combined with AGM	New SBP presentation orSBP update, if appropriate **plus** -KPIs review -Risk Register update as set out at 12.2 -	Annual SBP update **plus** -Effectiveness of risk management and internal control system as set out in 12.1.2 -Y/E Forecast	Executive performance; KPIs and remuneration; Governance and Board Structure; Board Effectiveness review (examples)
Documents circulated by	In accordance with Articles of Association	5 business days prior to meeting	5 business days prior to meeting	5 business days prior to meeting	5 business days prior to meeting	N/A
Indicative Timing	To be agreed between the Shareholder and Company in each case to reflect the reporting calendar of the Company and Shareholder commitments.					

*Can be incorporated into the Quarterly Update Meeting 1f appropriate

AMay also include officers of the Shareholder Team from the relevant Ministerial department



Strategic Business Plan 2025-2029

Strategic Business Plan 2025 – 2029

Purpose

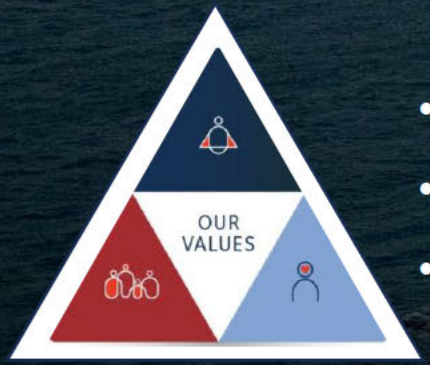
Connecting our Island for a better future

Vision

To create industry-leading gateways, that act as hubs for social & economic activity

Strategy

Growth & investment to positively impact every Islander



Values

- Deliver with conscience
- Be Brave
- Dedicated to our customers & community

5-year business plan - highlights

PORTS OF JERSEY

Growth in air & sea connectivity



Investment in critical infrastructure

One of the first **net-zero airports** in Europe

Deliver our Public Service Obligations

PORTS OF JERSEY

Strategic Context

- Ports of Jersey made significant progress in 2024, to build back from the unprecedented impact of the pandemic:
  - Growth in ***air and sea connectivity***
  - ***New routes*** launched to the UK & Europe
  - ***Capital investment plans*** in critical airport & harbour infrastructure have been advanced
  - ***Profitability has increased*** and the ***capital structure*** has been put in place to enable our investment plans
- Our strategic business plan delivers against:
  - ***The Objectives of Incorporation***
  - ***The Policy Framework for the Ports Sector***
  - ***The Visitor Economy Strategy***

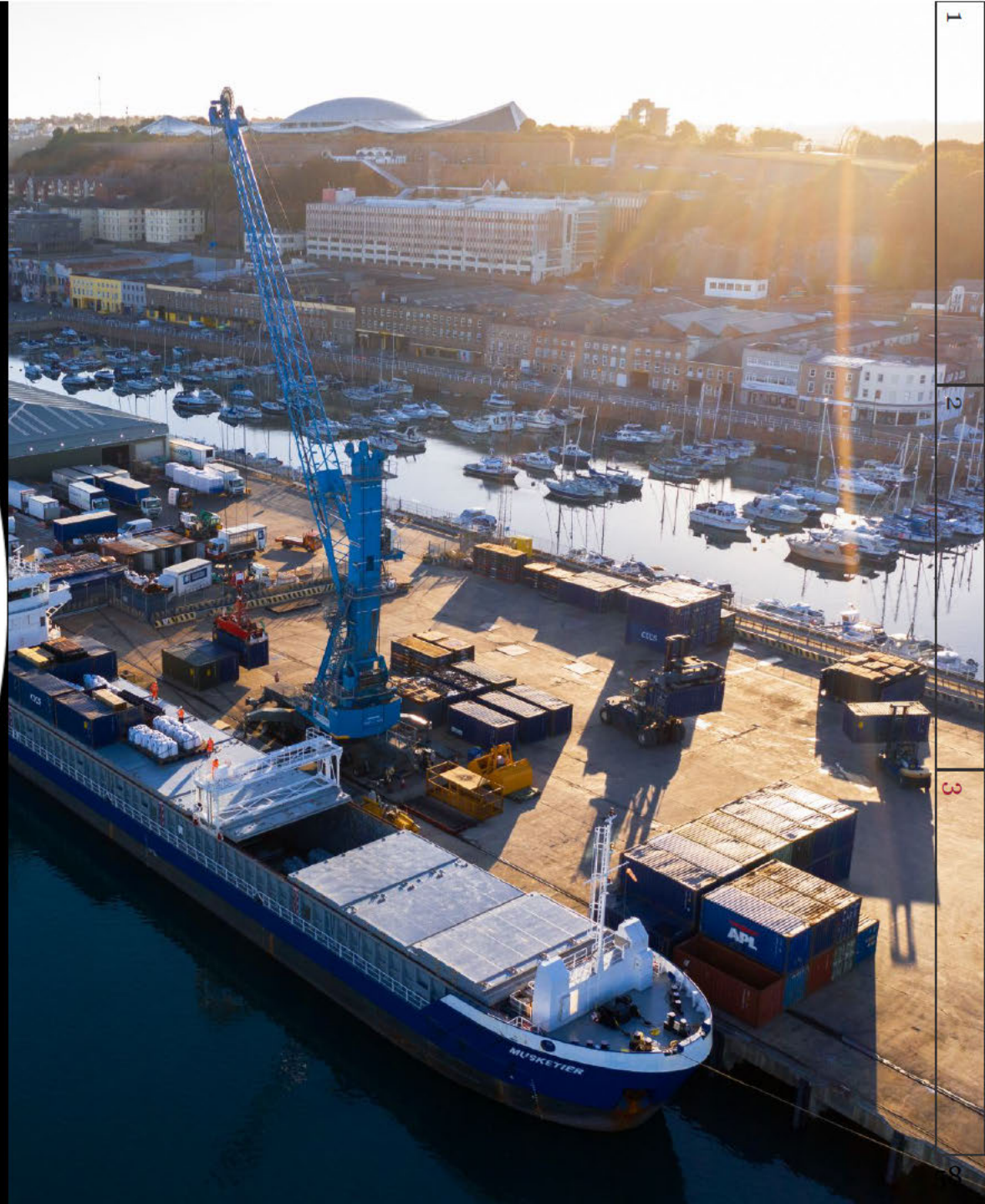


PORTS OF JERSEY

Objectives of Incorporation

"To provide essential, lifeline public services to the Island in a commercial and sustainable manner, improving services for customers and generating a return to the States"

- Direction, strategy and management of the air & sea ports
- Bridge a projected funding shortfall in excess of £300m
- Address future demands, changing needs & regulatory requirements
- Negotiate more favourable terms than Government of Jersey, to achieve economies of scale to benefit the Island
- Generate new revenue streams
- Ensure transparency of regulation and governance
- Ensure delivery of key public service obligations
- Create wider community and economic benefits



PORTS OF JERSEY

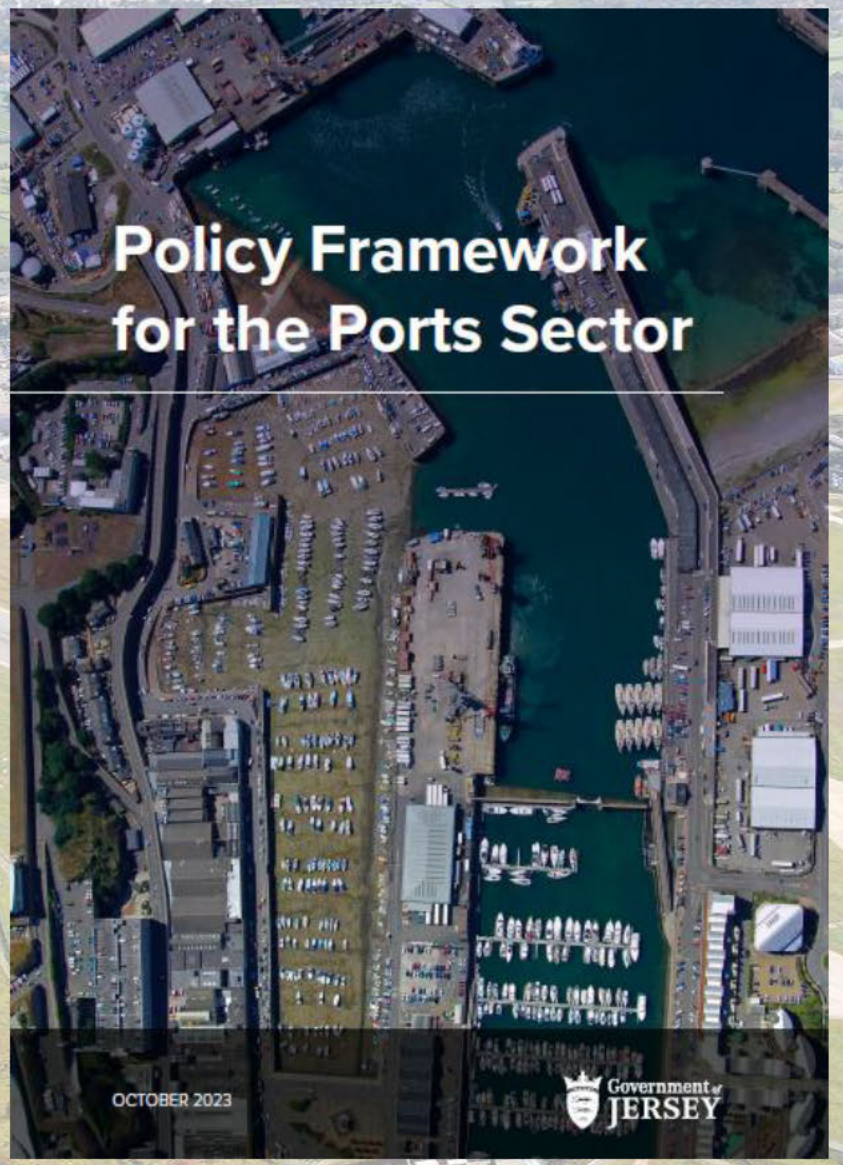
Ports Sectoral Policy:

The vision set out in the policy for the Ports sector is:

To build a more resilient, efficient, smart and sustainable Ports Sector that creates economic, environmental & social value for the whole of Jersey, helping make our beautiful Island an even greater place to live, work and visit.

The overarching policy goals are to:

- Further enhance Jersey's connectivity by ensuring safe, secure and competitive services, responsive to the needs of business, tourism and consumers;
- Ensure the resilience of Jersey's life-line air and sea links, by investing in critical gateway infrastructure;
- Maximise the contribution of the Ports Sector to Jersey's economic development and development in accordance with the Future Economy Programme; and
- Ensure our actions are guided by our environmental objectives.

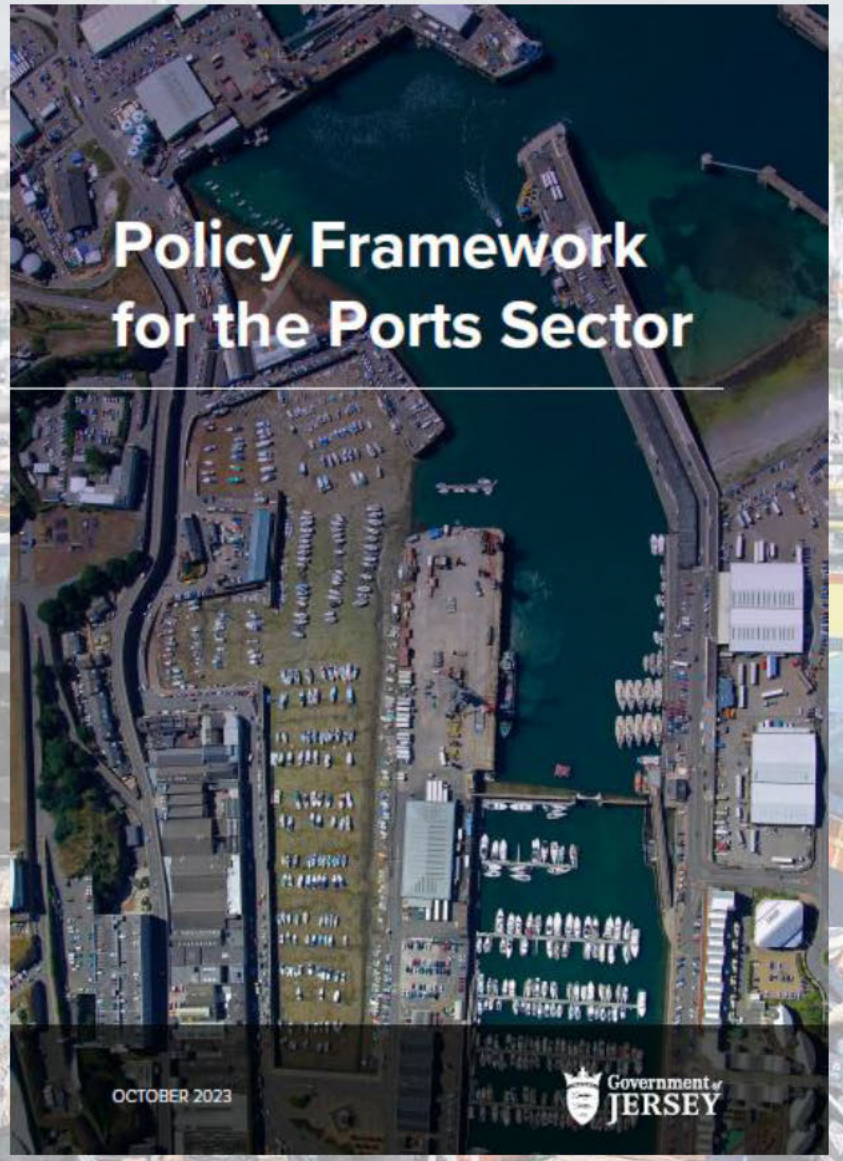


PORTS OF JERSEY

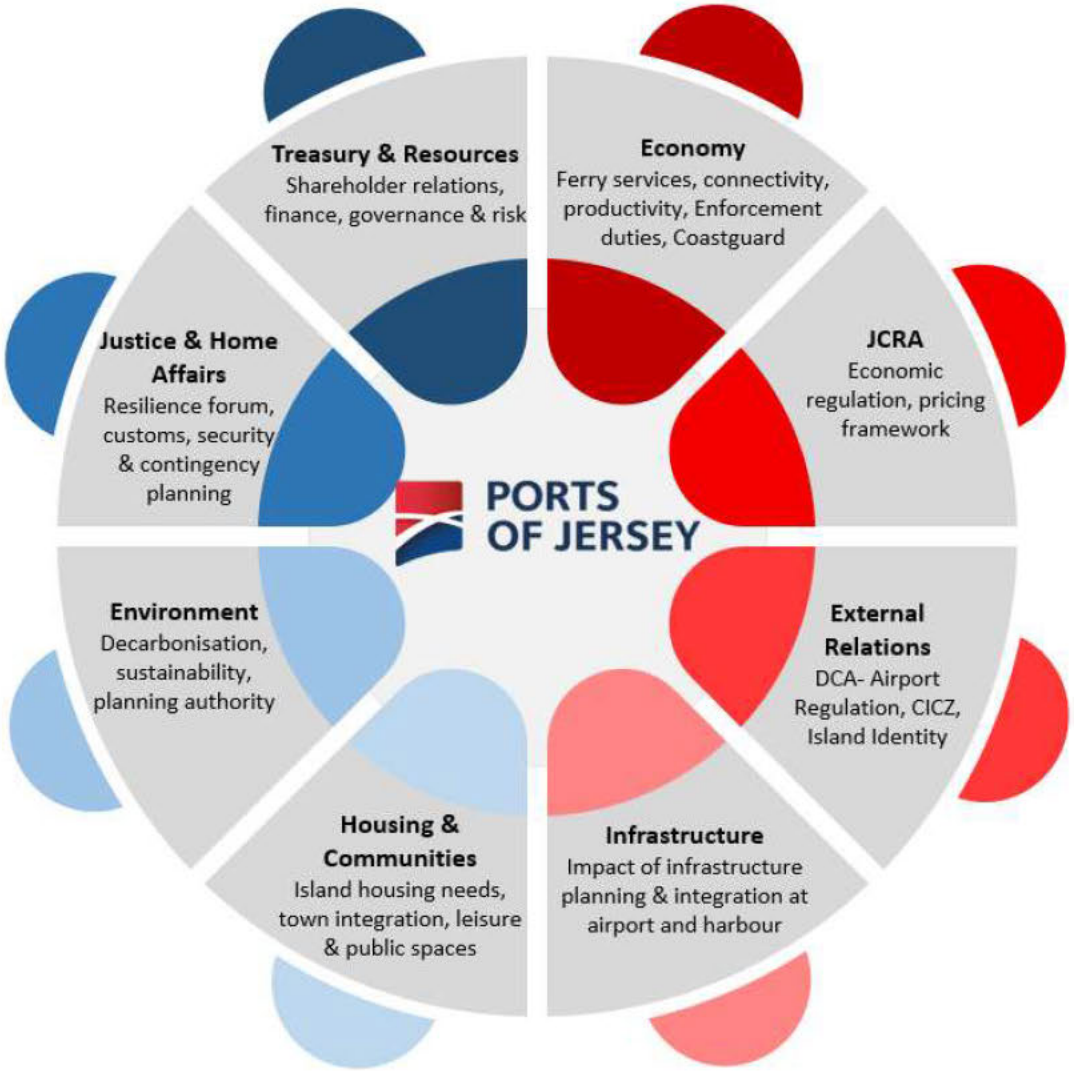
Ports Policy Framework Priorities:

Our strategic business plan supports the delivery of the eight key priorities within the Policy Framework for the Ports Sector:

- Safety and security
- Sustainability
- Strategic air connectivity
- Strategic maritime connectivity and supply chain resilience
- Investment in critical infrastructure
- Development of our harbour and airport estates
- Economic regulation and governance
- Public Service Obligations



Alignment with Government to Deliver for Islanders



Key dependencies to support

- Aligned Visitor Economy policy framework & marketing
- A regulatory pricing framework supporting the delivery of our capital investment programme
- Agreement with France to enable growth in French visitors
- Aligned approach & support for planning applications
- Conclusion of arrangements for future Ferry Services
- Supportive approach to leveraging Ports' balance sheet
- Implementation of Ports' sustainability strategy, within Government's Carbon Neutral Roadmap

Opportunities to expedite

- Investing in the growth of air connectivity
- Accelerating delivery of critical gateway infrastructure through an Infrastructure Fund
- Resilience of maritime supply chain
- Regeneration projects
- Change of use to enable real estate development



Ports' Strategic Pillars

Looking to the Future

The focus is now on growth, developing connectivity, investing in critical infrastructure, regenerating the harbour, improving our customer experience, prioritising diversity & inclusivity whilst supporting our Community and providing value to our shareholder

Strategic Connectivity

- Expand Jersey's connectivity to enhance the lives of islanders and support our economy
- Work with Government to secure robust and resilient life-line ferry services
- Put the customer at the heart of what we do, making travel faster, friendlier and easier
- Embrace new technology to deliver efficiencies, add value and bring a Jersey "sense of place"
- Support the Government and our business partners to grow the visitor economy

Investing in Jersey

- Investing in our critical infrastructure, ensuring it is "fit for purpose" and has the capacity to meet future demand
- Regenerating our estate at the Harbour to support maritime and visitor economies, whilst creating vibrant facilities to benefit the whole island
- Developing our Marine Services business, diversifying our income whilst supporting sustainable innovation and entering new markets
- Developing our facilities to be accessible to all, whilst unlocking the value in all our assets

Inspired, Empowered People

- We will champion inclusivity and reflect the diversity of our Island
- Prioritise employee wellbeing building a sense of belonging & an environment in which our teams can be their best
- Foster pathways to attract, inspire, develop and retain homegrown talent, giving our employees the opportunity to reach their potential
- Embrace technology to support the way we work, enabling growth in productivity as we grow our talent
- Purpose & values led, creating a welcoming, empowered, positive, accountable, inclusive, fun & healthy culture

Building a Sustainable Future

- We will be net zero in respect of our own emissions by 2030
- We will support our business partners and customers to reduce their greenhouse gas emissions by 30% (v2019) by 2035
- We will preserve Jersey's water & promote thriving biodiversity, increase land & sea habitats by 30% of our footprint by 2030
- We will design out waste, with 100% of recyclable waste being recycled by 2030 and adhering to circular design practices
- We will support our shareholder & sister entities to provide sustainable choices for islanders, visitors and investors
- We will invest a minimum of 1,000 hours into community projects

PORTS OF JERSEY

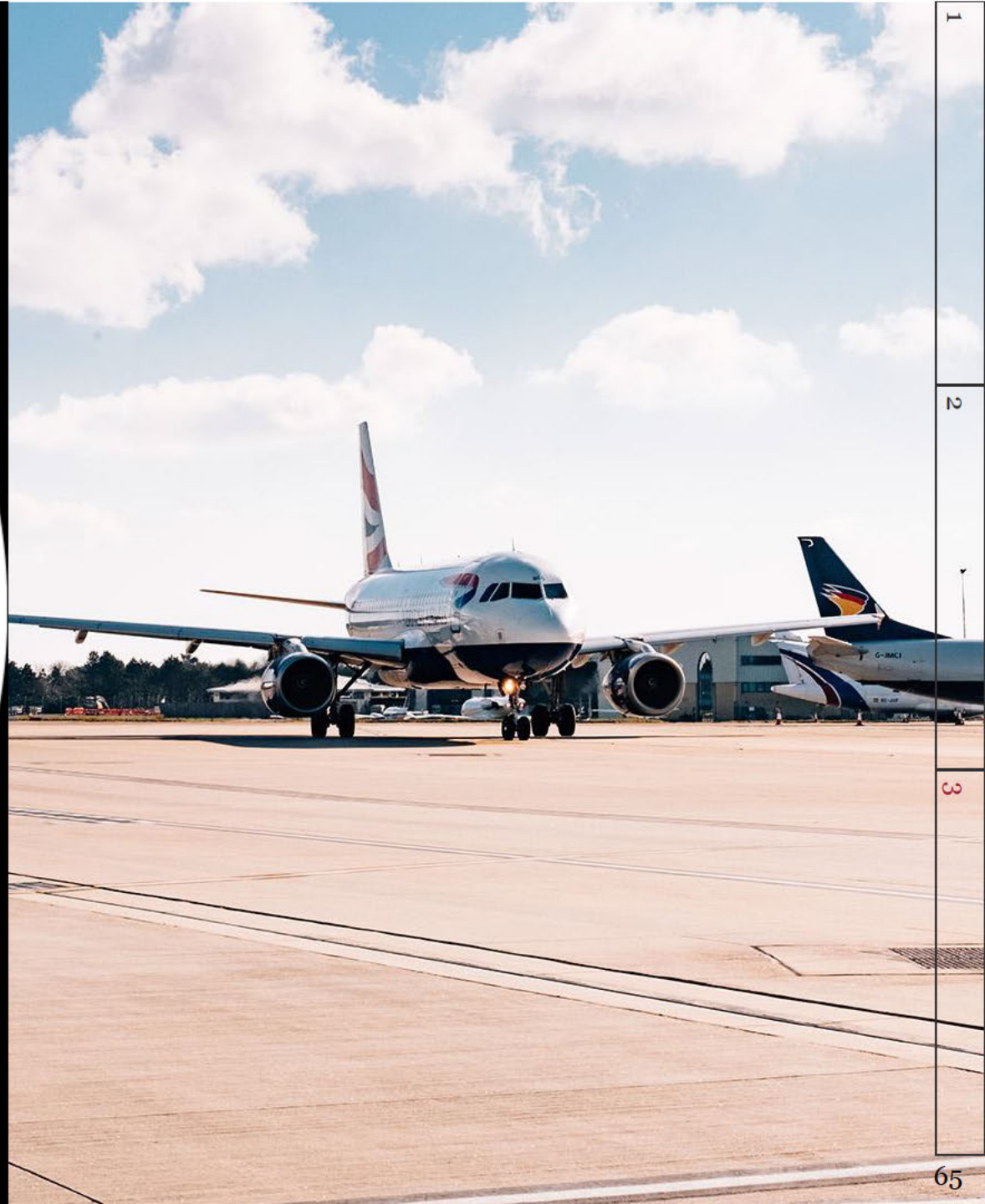
Strategic Connectivity

PORTS OF JERSEY

Strategic air connectivity priorities

- Increasing year-round capacity to UK and Irish routes
- Building a sustainable European network incrementally
- Enabling closer cultural links with Northern France
- Securing connectivity to a second major European hub
- Ensuring sustainable links through airline partnerships
- Growth in awareness of Jersey as a visitor destination
- Growth of Jersey Airport as a Regional hub

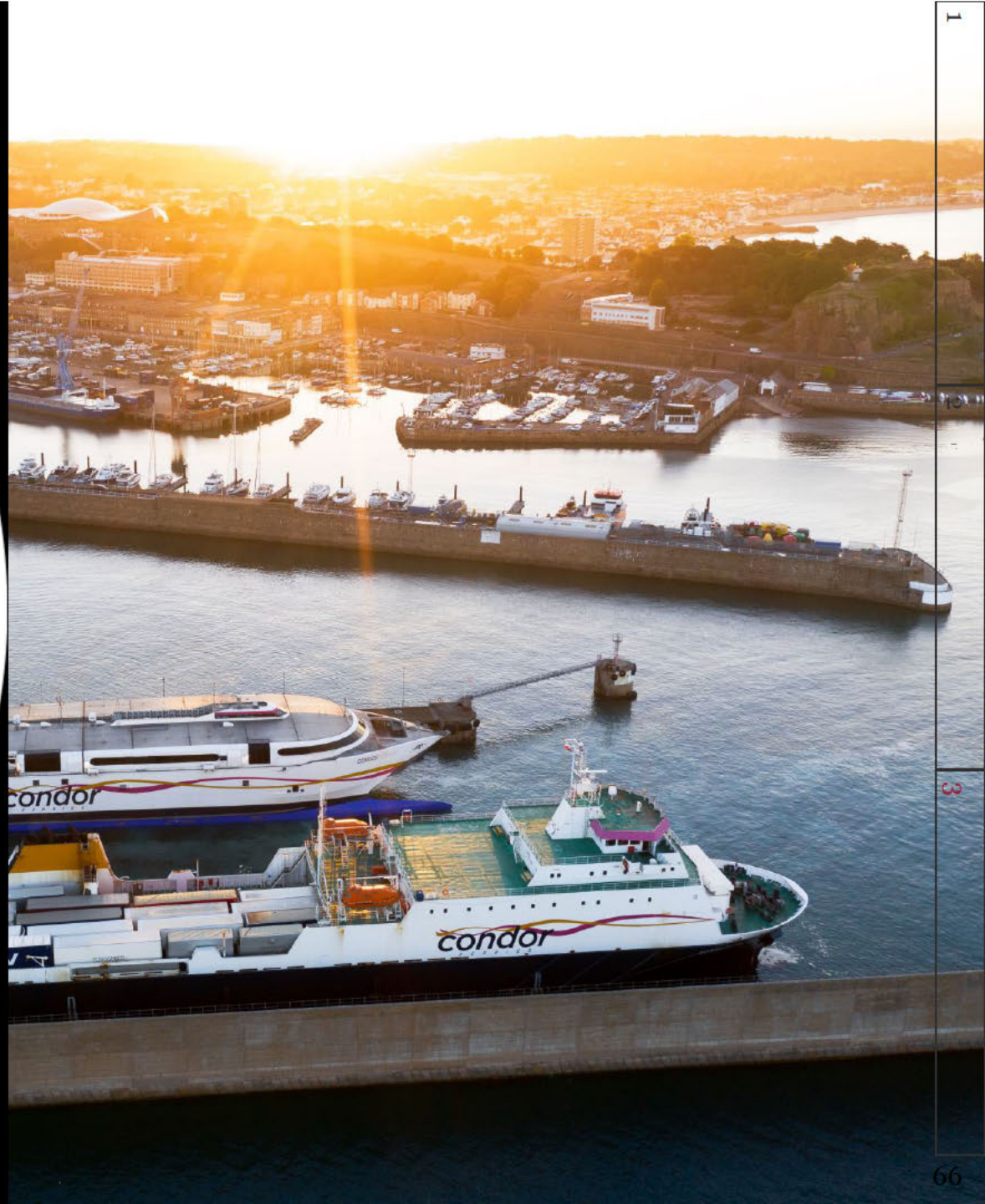
BRITISH AIRWAYS
easyJet
blueislands
Lufthansa
BA CITYFLYER
Jet2.com Friendly low fares
Eurowings
C.I. Travel Group
Aer Lingus



PORTS OF JERSEY

Strategic Maritime Connectivity & Supply Chain Resilience Priorities

- Ensure a smooth transition of ferry services aligned with new operating agreement
- Support investment in new ferry vessels to enable more resilient and reliable ferry services
- Ensure alignment with Government for the introduction of the visa waiver scheme for European visitors (ETIAS)
- Drive more integrated strategic marketing with Visit Jersey & the ferry operator, with more dynamic pricing
- Continue to implement the findings of the JCRA's Freight Logistics market study (July 2022)
- Explore opportunities with Government to remove barriers to competition in the freight sector, positively impacting the retail sector and cost of moving goods
- Provision of additional facilities / infrastructure to ensure supply chain resilience



PORTS OF JERSEY

Investing in Jersey

PORTS OF JERSEY

Investment in Critical Infrastructure

- Critical **resilience** for key airport & harbour infrastructure
- **Capacity** for future growth in passengers & freight
- Develop **smart airport & port infrastructure**, to ensure integrated, productive future gateways
- Flexibility to support **future aircraft & ferry** operations
- Much improved first impressions of our Island & **passenger experience**
- Ensure **regulatory compliance** today & in the future
- Infrastructure to **ensure competition** in freight market
- Facilities to support our **visitor & maritime economies**
- **Embed sustainability** into every aspect of the Airport & Harbour developments

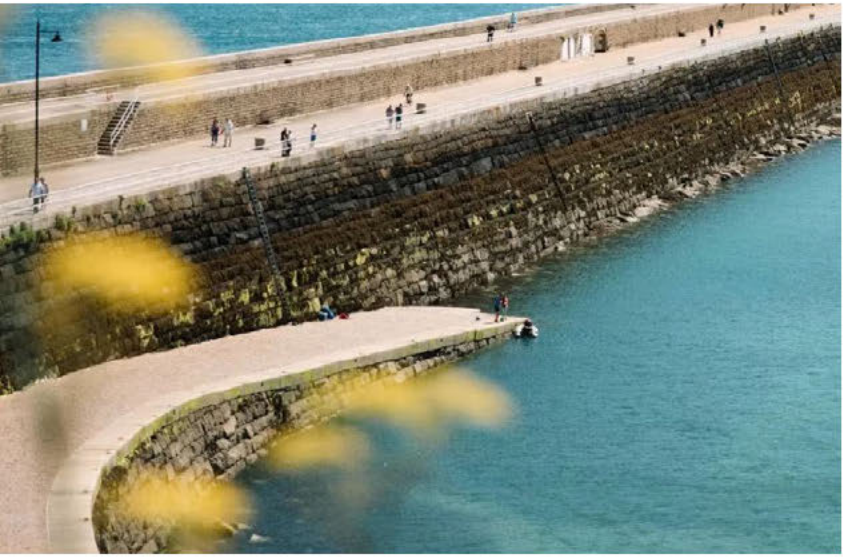


Investment in Airport Infrastructure





Investment in Maritime Infrastructure











- Ensure **safe & resilient** harbour operations
- **Modernise & replace** ageing infrastructure
- **Embed sustainability** into every aspect of the harbour

PORTS OF JERSEY

Inspired, Empowered People

PORTS OF JERSEY

Our People Strategy

Inspire

We will foster an entrepreneurial, diverse and inclusive culture, where energy and ideas spark into life. A positive place where employees feel empowered to achieve & able to contribute to our success

Belong

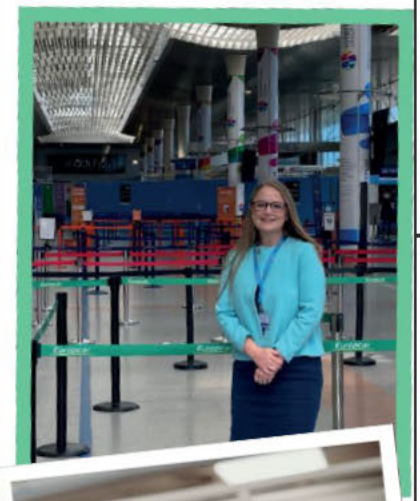
Being part of our team feels great, we are proud to be welcoming, compassionate & accountable & support everyone's wellbeing. We push ourselves to make each day count for our customers and each other

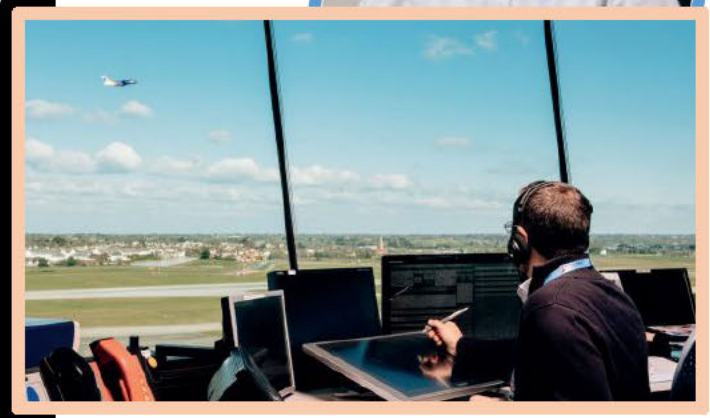
Grow

We are diverse, creative & trailblazing. We are always stepping forward, embracing technology, to discover new & sustainable ways to build an amazing future for each other, Jersey & our planet










PORTS OF JERSEY

Digital Strategy 2025-2029



- In 2023, Ports of Jersey partnered with BDO, aviation & maritime specialists to develop a digital roadmap for our business
- During 2024, key projects delivered to start to digitise our business, to create a smart airport and harbour, to unlock revenue opportunities, to enhance productivity, to build closer relationships with key stakeholders & importantly, improve customer experience

Customer Experience: Vision

PORTS OF JERSEY

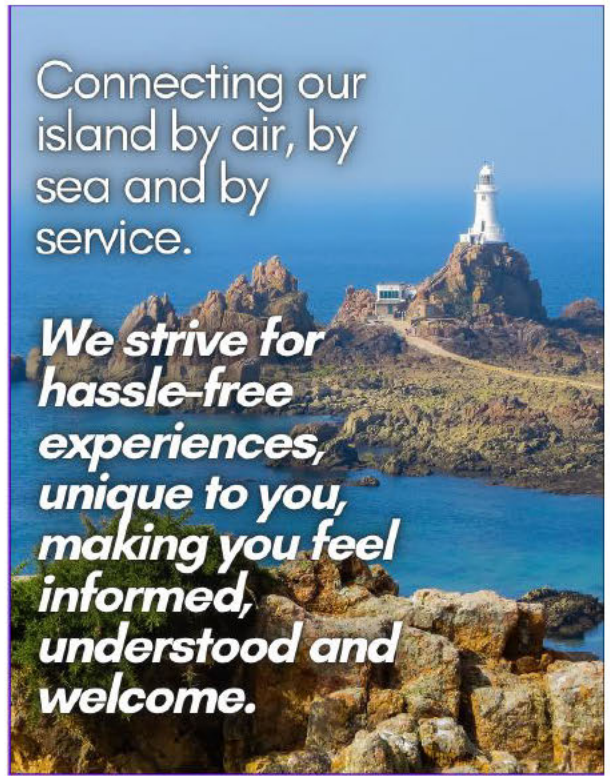
Key points

- The vision will underpin all engagement with customers from Boat owners to passengers, from tenants to business partners
- The vision was built from our existing operations vision and through workshops with key stakeholders
- In 2025, we will embed our new customer vision which defines how it will feel for customers to engage with Ports of Jersey. In the first stages, we will focus on our largest customer group: airport passengers

Operations Vision

To deliver an exceptional customer experience by creating an integrated, data driven and collaborative environment that transforms our operations, enhances safety, maximises efficiency.

Customer Vision

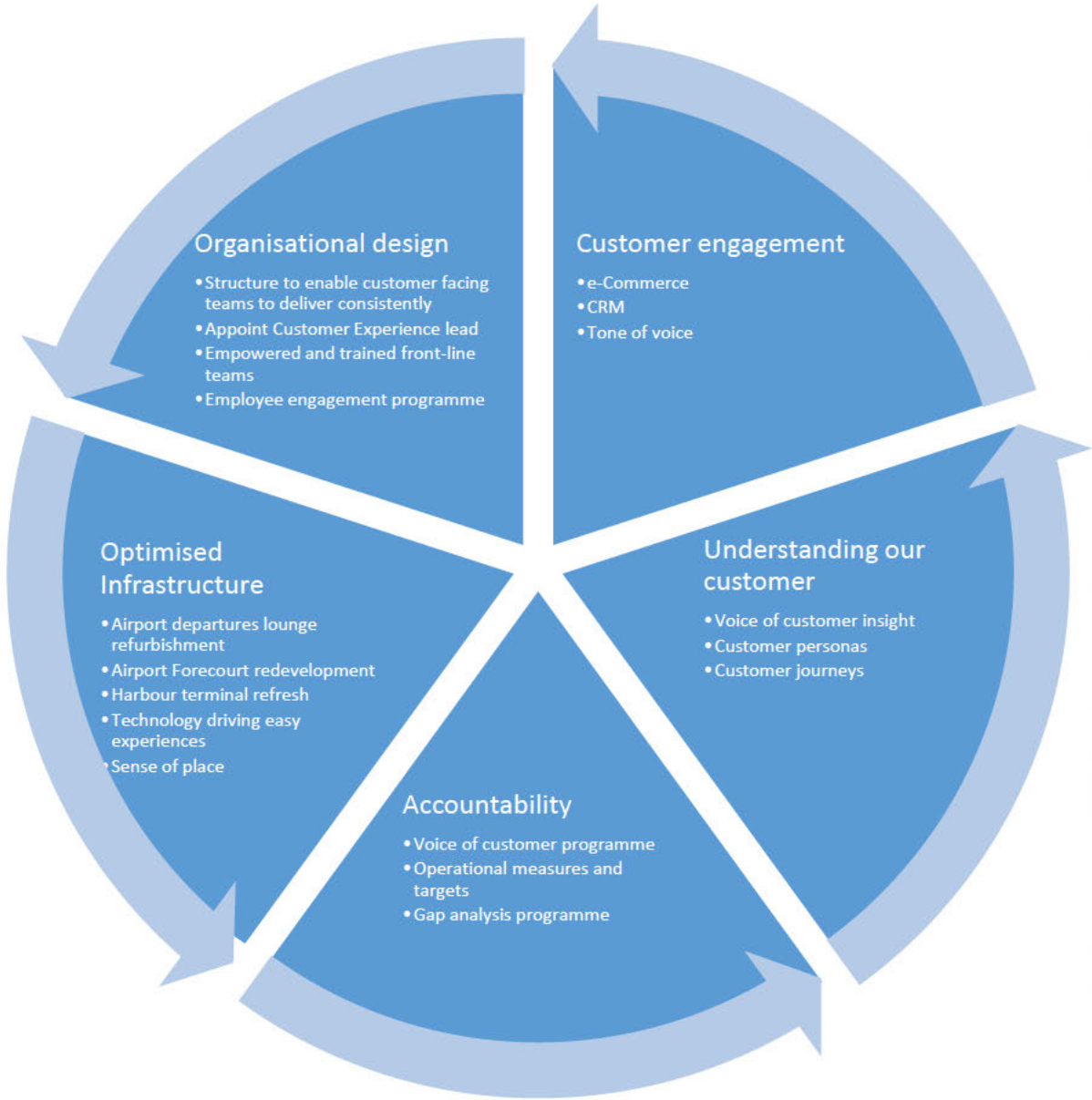


Customer Experience: Delivery

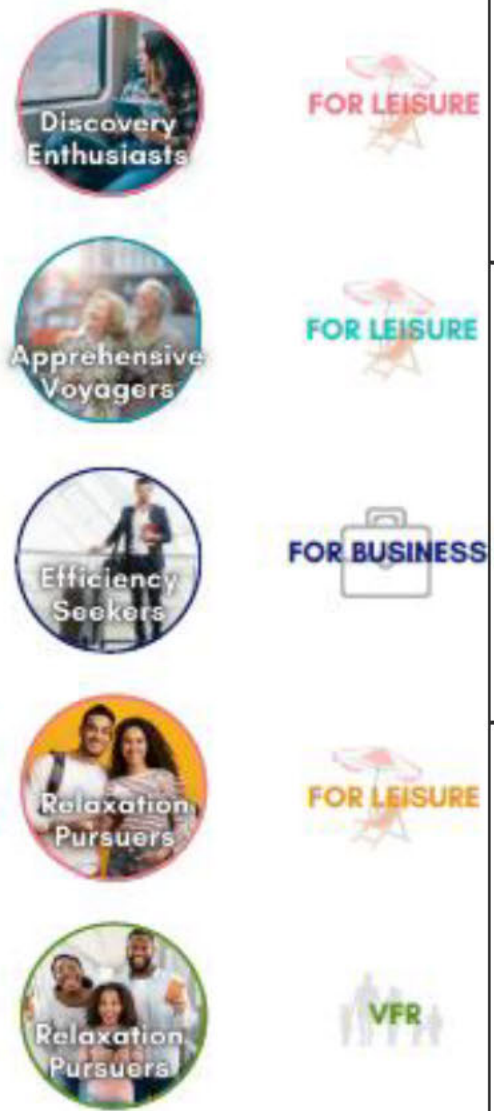
PORTS OF JERSEY

Becoming a customer-centric organisation

- **Creating foundations** – Collaboratively build PoJ customer culture: Our vision and employee engagement
- **Demonstrating success** – Deliver transformation in Customer experience at Jersey Airport through:
  - Understanding customer needs
  - Organisational design
  - Infrastructure
  - Passenger engagement
  - Measuring customer feedback
- **Expanding reach** – Develop across Ports' customer segments and businesses
- **Continuous improvement** – Innovate through technology, infrastructure and people development



Airport Customer workstreams



Passenger personas

1 2 3

PORTS OF JERSEY

Building a Sustainable Future

Sustainability - Ports' Planet & People Plan

Key Priorities

CLIMATE

We will transition to net zero

- We will be net zero in our Scope 1 & 2 emissions by 2030
- We will support our business partners and customers to reduce their Green House Gas (GHG) emissions by 30% by 2035 (v2019)
- We will reduce our GHG emission energy consumption by 20% by 2030 (v2019)

BIODIVERSITY

We will preserve Jersey's water & promote thriving biodiversity

- We reduce our potable water use by 20% (v2019) by 2030
- We will regenerate land and marine environments by 30% of our land footprint by 2030

Overarching policy goals

- Ensure Ports of Jersey is net zero by 2030 (scope 1 & 2 emissions)
- Implementation of commitments contained in Government's Carbon Neutral Roadmap
- Achieve leading Airport & Port decarbonisation accreditations
- Investment and innovation in future "clean" technologies, such as hydrogen aircraft, drones etc
- Complete community investment programmes, aligned with key island priorities
- Ensure Ports of Jersey is financially sustainable without the need for taxpayer support

Key Priorities

WASTE & CIRCULARITY

We will design out waste

- 100% of recyclable waste to be recycled by 2030
- All development activity to use circular economy principles from 2022
- Climate change adaptation measures to considered in relevant development activity from 2022

PEOPLE

We will nurture our employees, serve our community & encourage sustainable tourism

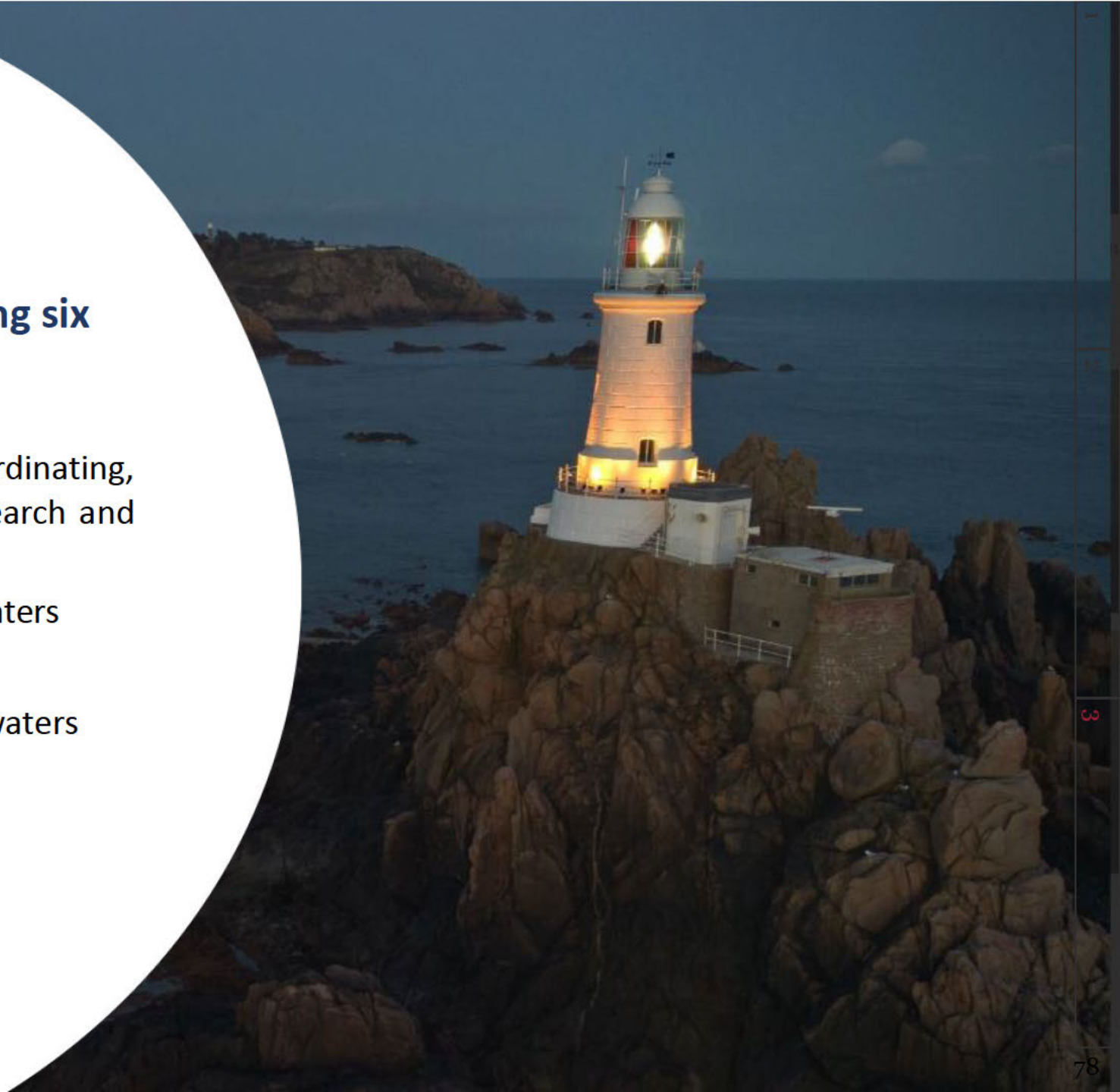
- We will invest a minimum of 1,000 hours in local community projects from 2022
- Ensure Island connectivity is maintained & improved
- Work with partners to make Jersey an Eco-destination
- Ports of Jersey People Strategy

PORTS OF JERSEY

Public Service Obligations

Ports of Jersey is responsible for discharging six public service obligations:

- Co-ordinating, or providing resources for co-ordinating, maritime search and rescue within the Jersey Search and Rescue Region
- Maintenance of aids to navigation in territorial waters
- Acting as custodian of Jersey harbours
- Enforcement of shipping legislation in territorial waters
- Carrying out certain port State control functions
- Management of the Channel Islands Control Area



PORTS OF JERSEY

Delivery of the Public Service Obligations

Co-ordinating, or providing resources for co-ordinating, maritime search and rescue within the Jersey Search and Rescue Region

- Maritime Operations Centre operates 24 hours 365 days a year a day functioning as an Internationally designated Marine Rescue Coordination Centre and IALA Vessel Traffic Service Centre for Jersey
- Multi-disciplined watch keepers trained and assessed externally to international standards.
- MCA certified Coastguard Search Mission Coordinators
- Compliance with international obligations is assured through audit against the IMO III code & Coastguard has periodic peer reviews by the UK Coastguard and Maritime Agency.

Maintenance of aids to navigation in territorial waters

- Marine Services team, Marine Services vessels (including relief tugs)
- Regular inspection and change out of assets
- Use IALA Casualty/Availability standards. External audits



PORTS OF JERSEY

Delivery of Public Service Obligations

Acting as custodian of Jersey Harbours

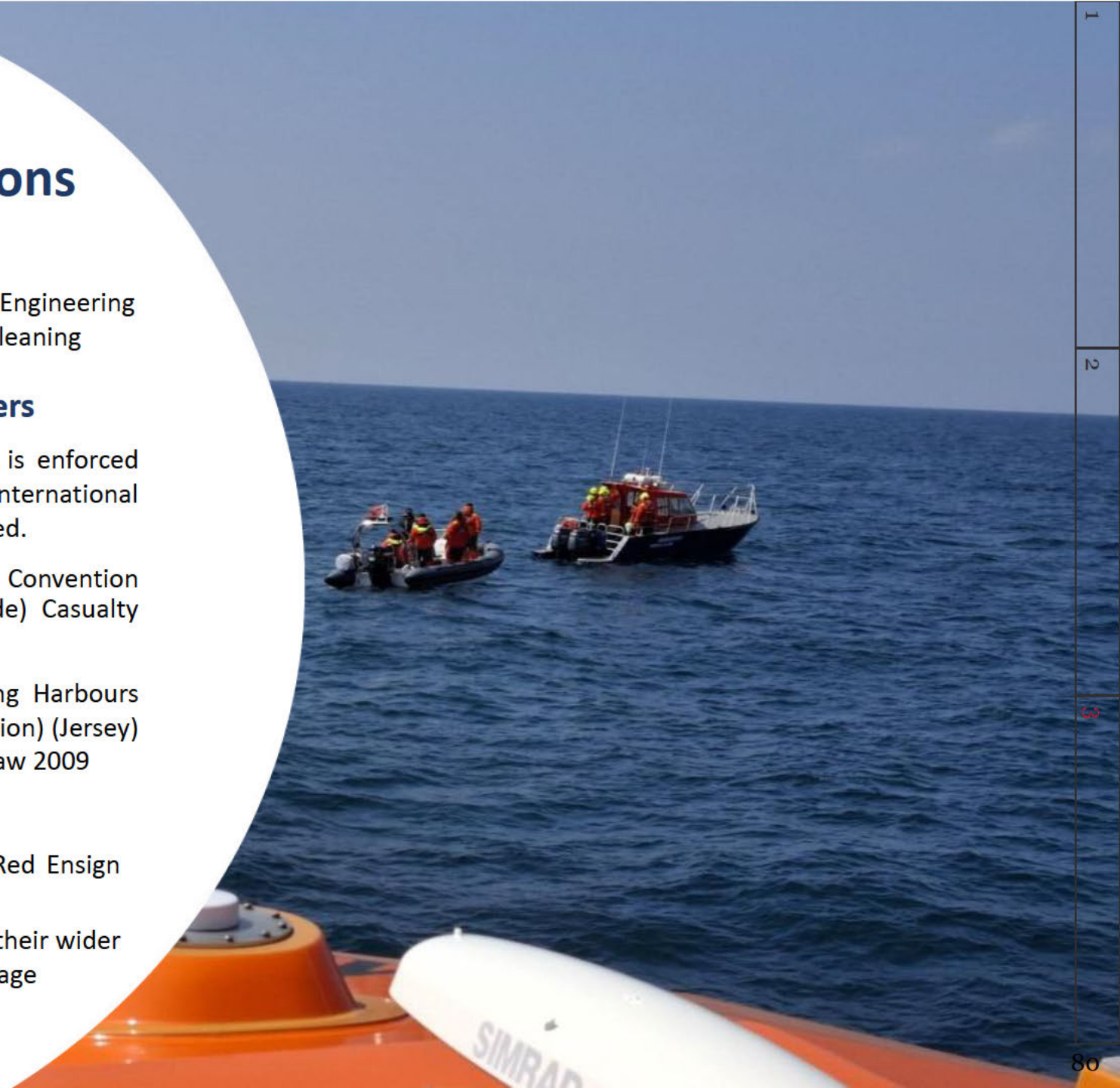
- Daily oversight of all the outlying harbours by the Maritime Hub, Engineering & Marine Services. Includes maintenance, refuse collection and cleaning

Enforcement of shipping legislation in territorial waters

- Working with Government to ensure that Shipping Legislation is enforced within Jersey Territorial waters meeting the islands local and international obligations. To carry out Port State Control obligations as instructed.
- Safety of Life at Sea Convention (SOLAS) Marine Pollution Convention (MARPOL). Implementation of IMO Instruments Code (III Code) Casualty Investigation Code
- Shipping (Jersey) Law 2002 (& subordinate legislation including Harbours (Inshore Safety)(Jersey) Regulations 2012), Harbours (Administration) (Jersey) Law 1961, Harbours (Jersey) Regulations 1962, Pilotage (Jersey) Law 2009

Carrying out certain Port Control State functions

- PSC/Marine Accident Investigation training, representation at Red Ensign Group & an element of Principal Surveyor's work
- Managers carry out their PSC and Enforcement duties as part of their wider roles including Flag State and Coast State control duties and Pilotage



PORTS OF JERSEY

Social Dividend since incorporation

We are proud of the numerous different ways in which we support our Island Community

- Public Service Obligations £13.4m
- Island Events £2.2m
- Support for Government £3.8m
- Corporation Tax £2.9m
- Island Clubs & Societies £3.5m

Total: £25.8m







Examples of Ports of Jersey non-monetary contributions:

- Teaching “Safety at Sea” to primary schools across the island
- Ports’ Pathway apprenticeship scheme
- Airport tours for schools, clubs & charities
- CPR courses in terminals
- Art exhibitions in terminals & across estate
- Fund raising in terminals (RAFA, Poppy appeal, Children in Need)
- Facilitation of sporting events on our estate
- Launch partner for Every Child our Future
- Advising Government of ferry tender
- Representing Government’s investment in Blue Islands

PORTS OF JERSEY

Risk & KPIs

Implementation Risks

PORTS OF JERSEY

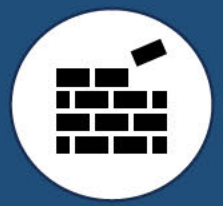
Risk	Mitigations
Political Risk	• Regular Board & Shareholder meetings, engagement with key Ministers & CEO of Government • Published Sectoral Ports Policy • Regular invitee to Ports Policy Group to ensure alignment & provide guidance
Operational / Regulatory Risk	• Regular audits and meetings with regulators and agencies including the DCA • Aviation and Maritime Risk Review Boards • Development of contingency, mitigation and back-up facilities • Oversight of masterplan implementation to ensure continuity of operations • Dedicated Harbour and Airports Authority Board Committee
Commercial Risk	• Collaborative engagement with business partners • Maintenance of a balanced portfolio of aviation carriers and pipeline of future carriers • Support to GoJ for development of long-term solution for ferry services • Engagement with key industry bodies
Finance Risk	• Development of a long-term debt financing structure in conjunction with GoJ, as shareholder • Utilisation of revolving credit facility for short term liquidity • Regular meetings with the Economic Regulator (JCRA)
Investment Risk	• Procurement of contractors, external resources and specialist knowledge to supplement PoJ skills including placemaking, design, stakeholder management and property development
People Risk	• Monitoring of employment market to ensure terms and condition remain competitive • Succession planning, apprentice / training schemes to develop our workforce
Sustainability Risk	• Alignment with GoJ Carbon Neutral Roadmap • Adoption of industry specific frameworks and standards

Measuring Success



Customer & Connectivity

- Grow passenger volumes to 2.0 million by 2029
- Maintain and grow island connectivity (direct destinations)
- Grow net promoter score annually at the airport and Elizabeth terminal



Investing in Jersey

- Deliver the Airport departures lounge redevelopment project by the end of 2027
- Maintain critical infrastructure at Harbour
- Invest £11m in our public service obligations between 2025 to 2029



Inspired, Empowered People



Sustainable Future

Planet

- To be net zero in our scope 1 & 2 emissions by 2030
- Regenerate land and marine environments by 30% of our land footprint by 2030
- 100% of recyclable waste to be recycled by 2030

People

- Reflect island diversity in our work force by 2028
- Eliminate gender pay gaps by 2028
- Invest at least 1,000 hours into community projects per annum

Profit

- Introduce new recurring revenues
- Grow operating profit to over £20m by 2029
- Continued investment in critical infrastructure and PSO's without taxpayer support

Summary: an ambitious Plan aligned to Government Policy

PORTS OF JERSEY

Key Points:

- **Growth** in connectivity, boosting growth in our economy
- **Investment** to future-proof critical infrastructure, providing resilience & enhancing productivity
- **£11m** investment in the delivery of our Public Service Obligations
- One of the first **net zero** Airports in Europe

REPORT CONTAINS SENSITIVE PERSONAL INFORMATION AND SHOULD NOT BE PUBLISHED

Enforcement and Regulatory Brief

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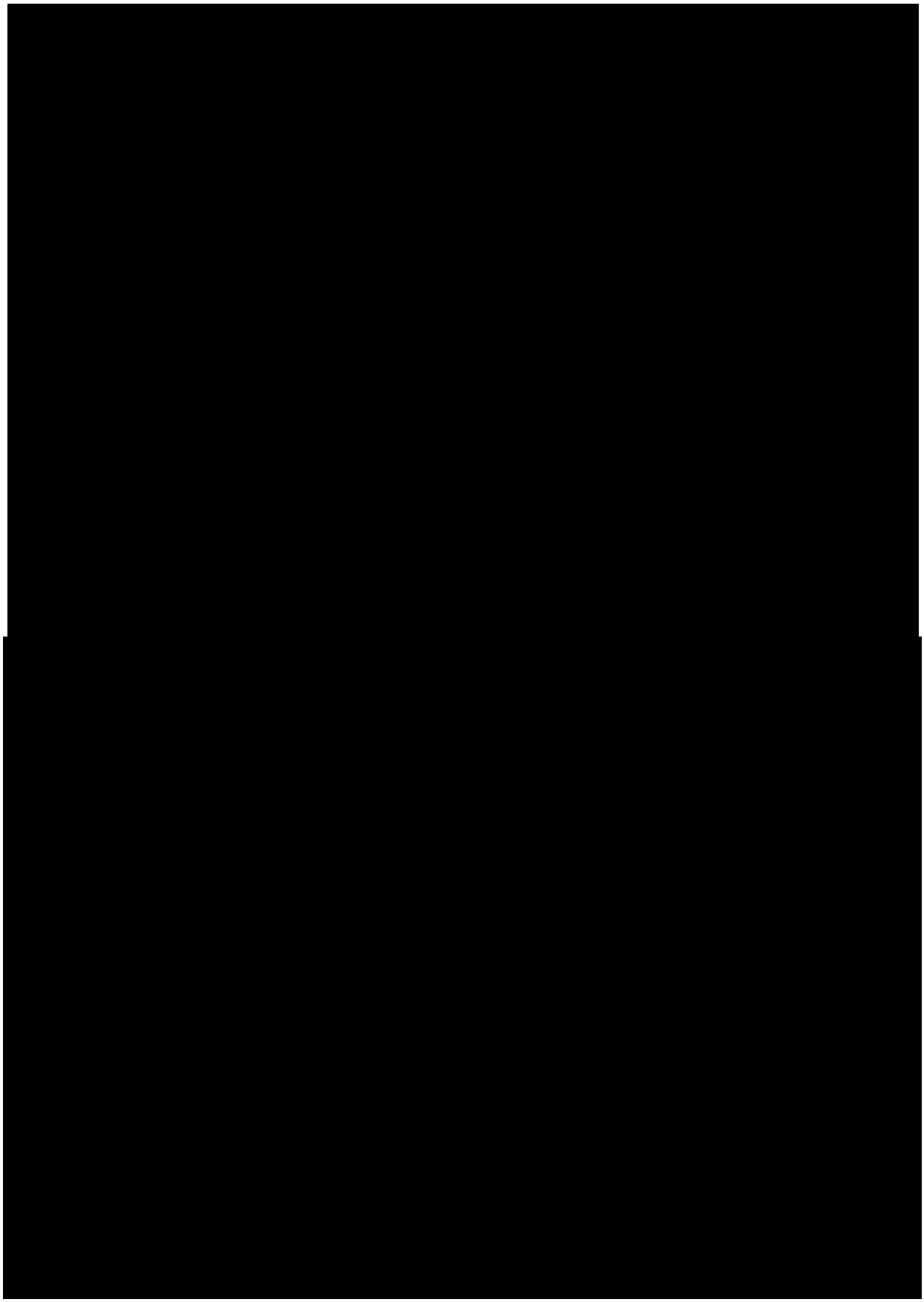
REPORT CONTAINS SENSITIVE PERSONAL INFORMATION AND SHOULD NOT BE PUBLISHED

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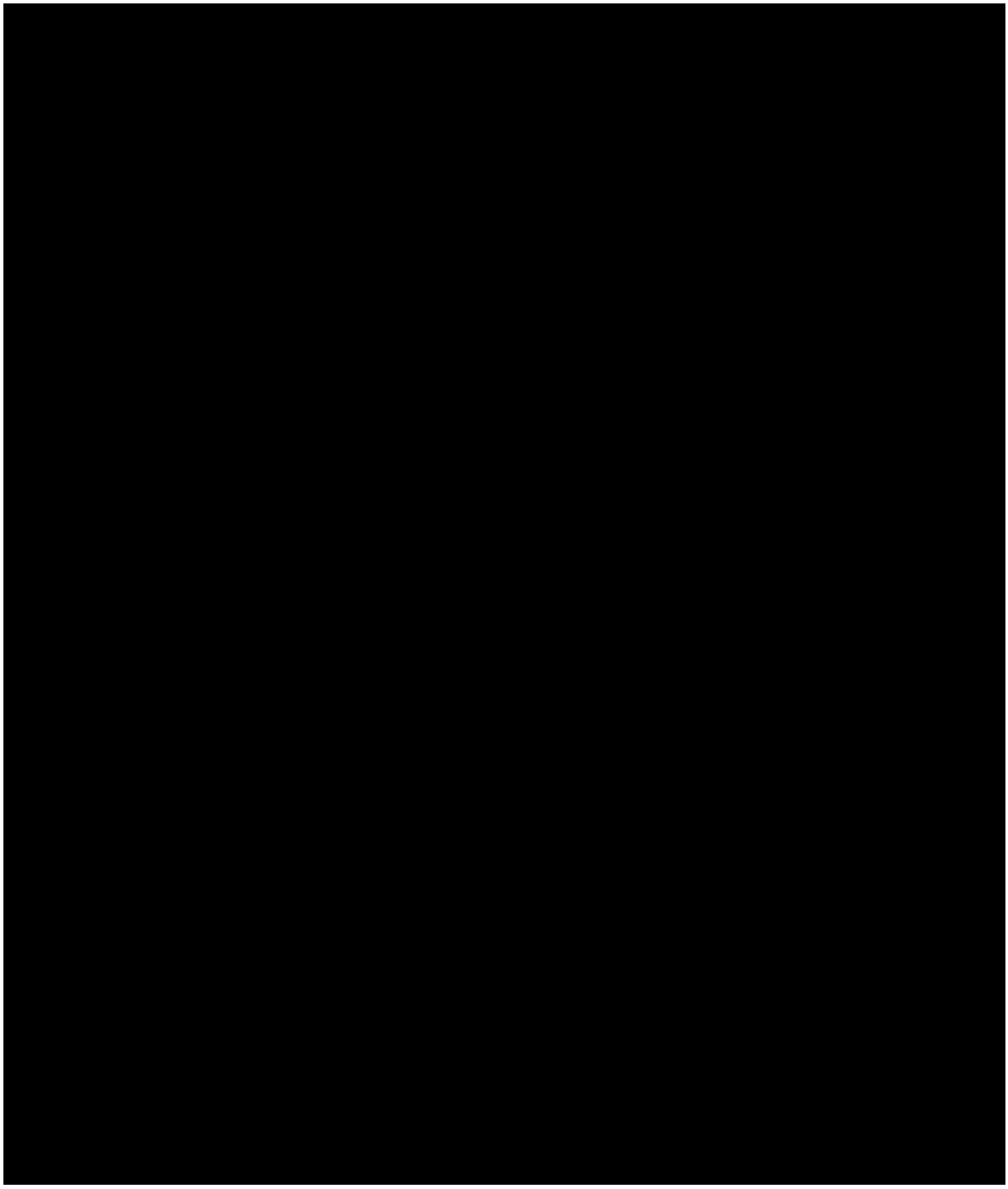














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PORTS OF JERSEY

Detailed Review Against Public Finances Manual

Accounting Officer Principle Detail

Accountable Officer Detailed Principles	POJ Application
Accountable Officers in Specified Organisations should manage their area of responsibility efficiently and effectively, and report to the States Assembly accurately and transparently in accordance with their Memorandum of Understanding and Articles of Association.	POJ provides required information the Shareholder and Ports Policy Group as required in accordance with its Memorandum of Understanding & Articles of Association as well as its "No-Surprises" policy
Where an Accountable Officer makes delegations, delegates should be informed that they bear the same responsibilities as the Accountable Officer for propriety, regularity, value for money and feasibility. The Accountable Officer retains ultimate accountability. Delegations should be regularly reviewed, in particular following organisational changes or staff turnover.	POJ has agreed Matters Reserved for the Board and internal schemes of delegation which is operates under. In respect of any organisational changes relating to staff turnover we inform the shareholder under our "no-surprises" policy
Accountable Officers in Specified Organisations must ensure compliance with the Memorandum of Understanding and any other associated documents signed with the relevant Minister	POJ Accounting Officer and the POJ Board and its committees ensure the organisation complies with the MOU and any other relevant government policies (for example submission of annual business plan and annual report)
Accountable Officers should ensure that there are procedures in place to ensure proper control and assurance frameworks exist throughout the States Body. Internal and external audit findings assess and test internal controls and performance, and these audit findings should be used in conjunction with other measures to continually improve internal controls and performance. The recommendation tracker process should be used to assist in compliance with this principle	The Board Committees actively track audit findings and progress to resolve. Further, the Committees have regular sight to the organisational risk registers and monitors trends and emerging threats
Accountable Officers must demonstrate the same oversight over subsidiaries and or branches, as the establishment of subsidiaries and or branches must not be seen as a means of avoiding direct public oversight	Currently POJ has no subsidiaries, but should it do so they would follow the same policies and procedure as POJ Ltd as parent company
In addition, Accountable Officers should apply the overarching test of: "Could this course of action be satisfactorily defended in public?" The Nolan Principles are of particular importance to the proper performance of the role.	Though not legally obliged to follow the FOI law, POJ acts in the spirit of the law and will only resist publishing information where there is a compromise to commerciality
Accountable Officers should work together for the common good of the States of Jersey and Specified Organisations. Accountable Officers for Specified Organisations should maintain a balance between their responsibilities to the Government of Jersey and to the Specified Organisation. Where there is an actual or perceived conflict of obligations, those under the Companies (Jersey) Law 1991 will take precedence	Regular meetings and working with wider Government ensure POJ does not act in isolation and always has a lens on what is the best for "Best Jersey"
Accountable Officers should, at all times, aim to comply with the spirit of the Public Finances Manual and their legal accountabilities. If a transaction is clearly just a way around the letter of the rules, then Accountable Officers should follow the spirit of the rules	The spirit of the manual is central to the internal policies developed for the Ports of Jersey on incorporation

Assets Principle Detail

Detailed Principles	POJ Application
Asset management should be undertaken in such a way to ensure that organisational and functional requirements are aligned and linked to the priorities set in the Government Plan	The POJ Engineering Teams work in collaboration with operational teams to ensure asset management is aligned with operational needs and compliance requirements. Annually a whole organisational long term capital planning process is completed to ensure alignment on assets required, specifications and timing of replacements
Accountable Officers should work to optimise the performance and identify the lifetime costs of an asset at the outset, including those required for maintenance and operating the asset, whilst looking to mitigate the risks associated with those assets	Maintenance plans for critical assets are maintained by the POJ engineering teams to ensure resilience and business continuity. As well as budget allocations in capital plans, maintenance allocations are included in annual budgets
Accountable Officers should be focused on ensuring that assets are used to produce services that deliver value for money and meet the States and Government of Jersey's priorities	Assets are procured to ensure the delivery of essential life line services. Support the operations that need to deliver life-line services and to diversify income streams ensure long term funding requirements for asset replacement
Assets should be safeguarded and maintained in terms of value, health and safety, insurance, other regulatory requirements and protected against theft or misuse.	Safe guards are in place to reduce the risk of theft in respect of movable assets. A dedicated Health & Safety Team ensures requirements are met with regular reporting into the POJ Board. Many operational audits are completed by our external regulator annually to ensure compliance with regulatory requirements (including EASA and CAA – European and UK Aviation Authorities as well as our local Office of the Director of Civil Aviation). Insurance is provided in a mix of GoJ group policy and a number of specific add on policy for specific elements not part of the main GoJ policy.
The need for assets should be reviewed on a continuous basis	The long term capital plan is reviewed and prioritised annually

Third Party Assets Principle Detail

Assets Detailed Principles	POJ Application
There should be clear and documented frameworks in place which are tailored for the holding of departmental specific third party assets including property, money and other valuables which protect them from theft, misuse and misappropriation. These frameworks should include hierarchical controls and segregation of duties and, where appropriate, procedures to ensure that third party assets are used for the purposes intended	The Ports of Jersey does not have any third party assets
The same level of financial control and governance should be applied to the control of third party assets as is applied to States expenditure and income funded under an approved Government Plan. Third party assets are subject to review by either the Treasury and Exchequer's Internal Audit section or by the Comptroller and Auditor General	
The need for third party assets should be periodically reviewed to ensure that they are being held for the purpose intended and that they meet a need of the States or of a particular States Body	
Accountable officers should be aware of all trust, bequest and other funds that could be applied to their areas of responsibility and take steps to apply them, subject to the decision making framework for each fund	
There is a presumption that expenditure from third party assets (such as gift funds or school funds) follows the requirements of this Manual. Accountable Officers should document, with reasons, any departures from this presumption	

Land & Property Assets Principle Detail

Assets Detailed Principles	POJ Application
Asset management for land and property should be led by Jersey Property Holdings under the corporate landlord model and undertaken in such a way to ensure that organisational and functional requirements are aligned and linked to the priorities set in the Island Property Estate Strategy and the Government Plan	Ports of Jersey manages its own land and property assets as was transferred to them under the incorporation law. It has a dedicated team that manages them. In line with our Shareholder MOU any material land transactions not included in the annual strategic business plan require shareholder approval
Accountable Officers should work to optimise the performance and identify the lifetime costs of land and property at the outset, including those required for maintenance and operating the asset, whilst looking to mitigate the risks associated with those assets	Maintenance plans are maintained by the POJ engineering teams to ensure resilience and business continuity. As well as budget allocations in capital plans, maintenance allocations are included in annual budgets
Accountable Officers should be focused on ensuring that land and property assets are used to produce services that deliver value for money and meet the States and Government of Jersey's priorities	Operational land and property assets are continually reviewed to ensure efficient and resilient operations as well as value for money in respect of the services to maintain them
Land and property assets should be safeguarded and maintained in terms of value, health and safety, insurance, other regulatory requirements and protected against misuse	A dedicated Health & Safety Team ensures requirements are met with regular reporting into the POJ Board. Many operational audits are completed by our external regulator annually to ensure compliance with regulatory requirements (including EASA and CAA – European and UK Aviation Authorities as well as our local Office of the Director of Civil Aviation). Insurance for property is covered as part of the Government of Jersey group policy with an internal resource at POJ to ensure adequate coverage is maintained
The need for land and property assets should be reviewed on a continuous basis through the asset management planning process	The use of land and property assets is reviewed continuously in terms of operational requirements and the priorities as documented in the annul business plan
Where a donated land or property asset has no likely States or Government use it should be disposed of if the terms of the donation permit, and the proceeds applied to the purpose intended by the donation	POJ does not currently have any such assets

Leases Principle Detail

Leases Detailed Principles	POJ Application
Adequate assessment should be carried out prior to entering any leases arrangement to ensure that such arrangements represent best value for money compared to other options. In assessing leases against other options, consideration should also be given to which option allows the States of Jersey to better share or transfer risk; in particular in the case of technology, the risk of obsolescence.	Where POJ is landlord tender processes are used to find new tenants where there are no provisions in current leasing arrangements. The form of lease will depend on the purpose of the lease (part of a concession agreement – likely to be a revenue % charge, property complementary but not vital for operations – likely to be a ground lease). The form of lease will weigh up the operational, commercial and regulatory requirements and be chosen to minimise associated risks
Leases should be properly approved and documented. They must be accounted for in accordance with the Jersey Financial Reporting Manual	Dependent on the value of the lease approval will be as per POJ scheme of delegation (see appendix)
There should be proper means of monitoring and controlling leases in accordance with the requirements of this section, the Jersey Financial Reporting Manual and States Bodies' policies or procedures in relation to leases, if any	A leasing register is maintained and disclosure if provided to the shareholder as part of year end reporting requirements
The terms of all lease agreements should be clearly assessed and documented to ensure that they do not lead to losses or poor value for money which could have been avoided by the States of Jersey	A dedicated property team review leases and obtain necessary external advice before recommending approval to relevant delegate as per the scheme of delegation

Cash Principle Detail

Cash Detailed Principles	POJ Application
The use of cash to settle transactions is expensive compared to other methods, such as standing orders, bank transfers or direct debits, and poses a greater risk of losses due to fraud, theft or error. Cash handling should, therefore, be kept to a minimum as a method of payment accepted by the States of Jersey. Debit or credit cards should be the preferred option for one off payments, with cheques and cash only to be used where there is no feasible alternative. In the event that cash is used as a method of payment, such payments should be restricted to a maximum sum to be specified by the States Treasurer. For recurring receipts, Accountable Officers should encourage customers to use bank transfers, direct debits and standing orders to reduce the need for cash handling and encourage timely remittance	Cash handling at POJ is minimal and generally confined to the Marinas. Majority of transactions are by direct debit or direct bank transfer. Customers are routinely encouraged to utilise direct debit functionality with a small credit applied to incentivise
Cash balances should only be held for petty cash and float purposes, and should be limited to the lowest practicable amount (as agreed with Treasury and Exchequer) to reduce risk of loss or theft. These limits should be periodically reviewed to ensure that they remain as low as feasibly possible. Treasury and Exchequer must be made aware of these balances and any changes to limits. Any proposed changes to these limits should be communicated in advance and agreed with Treasury and Exchequer	Petty cash balances are minimal and only held in respect of the Marine Services business when operating off island.
Accountable Officers should ensure that the number of keys issued, security codes and officers having access to cash are kept to a minimum to reduce the risk of theft. Furthermore, a register of authorised key holders should be kept and maintained at all times, and staff should be aware of the security requirements	Keys, security codes etc are held in accordance to the relevant policies in differing operational areas.
Accountable Officers should ensure that control and assurance frameworks are in place and that they are tailored to cash handling within their States Bodies	As noted cash handling is extremely limited, when cash is received at the marinas it is banked in a safe over night before being paid into the bank

Banking Principle Detail

Banking Detailed Principles	POJ Application
The number of bank accounts as well as balances in commercial banks should be kept to the most economic minimum to minimise the risk of idle funds, error, fraud or theft and allowing for ease of reconciliation	The number of bank accounts has been set up to best serve the business and its brands. This includes a dedicated payments and income collection accounts
Overdrawn balances in bank accounts are not allowed, except by explicit permission from Treasury and Exchequer	The payment account is actively managed to ensure it doesn't enter an over drawn position
States Bodies should take appropriate steps to prevent acts of fraud being committed on their bank accounts and transactions	There is strict control over access to bank accounts and authorisation limits. 2 authorisers or signatories are required at all times in line with banking mandates
Banking operations should be regularly reviewed to reassess the objectives, cost and benefits of maintaining the various bank accounts, diversification and exposure to different banks, rate of returns and credit risk	Banking operations are continually reviewed by ensure fit for purpose and tendering utilised for assessing best value in respect of different services
Banking reconciliations should be performed regularly and promptly, and independently reviewed and approved	The Finance Team prepares bank reconciliations monthly that are approved by the Financial Controller and independently reviewed by the external auditors as part of interim and year end audits
There should be hierarchical controls on transactions, such as making or reviewing payments, and these duties should all be segregated	There is strict segregation of duty to ensure raising of payments, reviewing and authorising are separated
These principles also apply to bank accounts used for trust funds and bequest funds, unless these funds specify otherwise	NA

Foreign Currency Principle Detail

Foreign Currency Detailed Principles	POJ Application
Foreign currency transactions should only be entered into where they represent best value for money to the States	A number of key income streams for POJ are in Euros (Channel Islands Control area and Marine Services European contracts). The default position for currency is GBP. Some key items of capital expenditure can from time to time also be in Euros (for example radars)
Where possible, foreign currency receipts should be matched with payments to reduce exposure to foreign currency fluctuations	Where possible foreign receipts and payments are matched – for example with the Marine Services business line where the income can be utilised to pay contractors
Where matching is not feasible, other means of managing foreign currency transaction risk (hedging) should be considered. Only the States Treasurer can be authorised to enter into hedging arrangements	Hedging arrangements are used when there is medium term and confirmed requirements. The main hedging contract for POJ is the Channel Islands Control Area which is paid in euros and is a confirmed receipts contract over 3 years
Wherever possible foreign currency transactions should be dealt with through cash balances in Euros (€) and US Dollars ($) held by the States Treasurer.	POJ holds its own euro and USD accounts
Foreign currency obligations and transactions as well as balances on foreign currency accounts should be monitored by the States Treasurer on a regular basis, at least monthly.	As part of POJ month end processes foreign currency bank accounts, assets and obligations are revalued
Where States Bodies have overseas operations, Accountable Officers should give consideration to the most appropriate way to manage longer term foreign exchange exposure arising from the operations, seeking advice from Treasury and Exchequer	Hedging arrangements are used when there is medium term and confirmed requirements. The main hedging contract for POJ is the Channel Islands Control Area which is paid in euros and is a confirmed receipts contract over 3 years

Expenditure & Procurement Principle Detail

Expenditure & Procurement Detailed Principles	POJ Application
All expenditure should be incurred in accordance with approved Schemes of Delegation	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
All expenditure should be furthering the Strategic Priorities for which the funding was allocated by the States Assembly	All expenditure is incurred to meet the priorities as in the POJ Strategic Business Plan
Accountable Officers should primarily seek to obtain value for money at all times and be able to justify all expenditure within their areas of appointment	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
Accountable Officers should ensure that all procurement processes are open, fair, transparent, and follow the requirements of all international obligations applicable to the Government of Jersey	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
All expenditure should be appropriately funded, authorised, recorded and coded	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
All expenditure should be approved in advance of goods, works and/or services being received, utilising approved Government/States of Jersey systems and payment should only be made when the supplier has been fully on-boarded and not in advance of receiving the goods, works and/or services without prior approval	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
All expenditure should be subject to segregation of duties control i.e. no one officer should be able to raise an order, receipt the goods, works or services received, and approve payment of the invoice	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
All commitments to incur expenditure should have sufficient expenditure approvals in advance to be able to meet those commitments	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
Accountable Officers should take into account the sustainable wellbeing (including the economic, social, environmental and cultural well-being) of the inhabitants of Jersey over successive generations when making expenditure and procurement decisions.	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)
Budgets should not be overspent at a Director/Service level. Accountable Officers should explain why this has occurred to the Treasurer of the States on request	Forecasting is updated quarterly with scrutiny of any changes against budget approved by the POJ Executive and Board
Employees should not use their position as an employee to benefit personally from States or Government expenditure	Refer to POJ procurement policy and scheme of delegation in Appendix E (pages 129 & 173)

Major, strategic & other projects principle Detail

Detailed Principles	POJ Application
Outcome based projects: All projects should be outcome based and be supported by a business case, in line with Treasury and Exchequer guidance. This should set out tangible deliverables and measurable benefits with a well-considered plan for the realisation of these benefits (to include the impact on Jersey Performance Framework outcome measures) which considers both funding and other resources required to deliver	The POJ project stage gate process ensures business cases, deliverables, benefits, consideration of scheduling, funding requirements. Refer to Appendix E (page 146)
Effective project selection: The selection process for projects should consider the viability of successful delivery and constraints on such delivery including both internal and external factors	
Clearly defined accountability: Responsibilities and accountabilities for projects should be appropriately and transparently authorised and recorded with the appropriate segregation of responsibilities. Where both a Sponsoring and Supplying States Body are involved, the relevant responsibilities should be clearly defined and agreed at the outset. It should be clear from the outset who has responsibility for signing contracts including, where appropriate, delegations from the appropriate Minister to cover contract signing	
Realistic and thorough planning: Time should be invested up-front to develop realistic and suitably thorough plans taking into consideration the need for contingency planning and an awareness of optimism bias in delivery. This should align to levels of planning required at each stage in the business case process	
Project resource and skills planning: Projects should plan ahead for the diversity of people, skills and experience needed to deliver and build a strong, properly resourced and competent team, evolving as necessary through the project lifecycle	
Regular project reporting: There should be regular project reporting on performance and Senior Responsible Officers should challenge assumptions made, and the accuracy of data presented to ascertain whether the project still represents value for money against the approved business case.	
Project risk management: The risk and complexity of a project should be reduced where possible, and where this is not possible, plans should be developed which are realistic and responsive to unexpected events. Any variations to budgets should be appropriately and transparently authorised and recorded	
Project dependency management: Internal and external dependencies should be identified, assessed, and managed throughout the lifecycle of a project	

Major, strategic & other projects principle Detail

Detailed Principles	POJ Application
Subject matter expertise: Projects should co-ordinate with relevant internal functions to ensure subject matter expertise is sought both in the planning stages and throughout delivery of the project. The Project Governance Framework (within the Manual's Supporting document Corporate Portfolio Management Office – Frameworks for Major, Strategic and other projects) and supporting guidance provides an overview of such functions and indicative criteria for their level of engagement	Refer to POJ project stage gate process – Appendix E (page 146)
Project commercial management: Those responsible for delivering projects should build a clear understanding of user needs, the business case and delivery models, consider the whole supply chain (in terms of market appetite, capacity and capability). This should include a comparison of all available commercial and contractual models to deliver the project, considering the optimal value-for-money solution and the management of all risks	A dedicated commercial project management team, working with the procurement team, support the project managers, to ensure appropriate selection of contract types
Stakeholder Engagement and Communication: Appropriate stakeholder engagement, consultation and communication should take place throughout the development of a project to ensure that it meets the end users' needs	Refer to POJ Project stage gate process. Dedicated POJ Communications Team support project managers. Additional resource is utilised depending on complexity of project
Lessons learned: Lessons learned from other similar projects should be sought at the outset of a project and used to inform the planning and delivery of the project	Regular lessons learnt sessions are completed at the end of the project process.
Consultation: If a project has a sponsoring (client) and supplying (delivery) department it is important that the client department is consulted by the delivery department on a regularised basis	Refer to POJ project stage gate process. All POJ projects use different departments to support as necessary Appendix E (page 146)

Role of Senior Responsible Officer principle Detail

Detailed Principles	POJ Application
The roles and responsibilities of Accountable Officers and where appropriate Sponsoring and Supplying Senior Responsible Officers for Major or Strategic projects should be clearly set out in writing	As per POJ project processes a Sponsor is appointed who takes on the role of the Senior Responsible Officer, responsible for ultimate delivery
Relevant information on projects should be provided to appropriate persons at the earliest possible opportunity	Monthly project and programme boards are completed. Regular updates are provided to POJ Executive and Board depending on the scale, complexity and reputational impact of specific projects
Projects should be managed within the financial control and governance framework set out in this Manual to achieve the desired benefits	Financial control and governance is in line with POJ Scheme of delegation
The management of projects should be continuously improved through learning lessons from project delivery	Regular lessons learnt sessions are completed and finding incorporated into operations going forwards
Any officer who is appointed as a Senior Responsible Officer should be someone who holds a leadership position within the organisation into which the project's benefits and outcomes will be delivered	All project sponsor are POJ Executive level employees
It is expected that a Major or Strategic project Senior Responsible Officer(s) will attend meetings of the Public Accounts Committee with the relevant Accountable Officer	POJ attends PAC meetings as requested
Where a suitable Senior Responsible Officer cannot be found in the time available, an interim Senior Responsible Officer appointment may be necessary. This appointment should be formalised in the same way as that for a permanent appointment, recording that the appointment is interim and its expected term. Arrangements should then be put in place to appoint a permanent Senior Responsible Officer as soon as possible	Where a sponsor is unavailable responsibility will revert to the wider POJ Executive Team

Grants principle Detail

Detailed Principles	POJ Application
All grants should contribute towards the strategic aims, priorities and desired outcomes of the States of Jersey	Please see Community Boost Governance procedures in appendix E (page 178)
Grants should not be issued to the recipients before the funds are required	
In designing grant schemes, consideration should be given to elements of good practice, such as consideration of alternative funding mechanisms, risk management, consultation, evaluation and monitoring	
All grants should be processed in accordance with the departmental Scheme of Delegation	
Accountable Officers should ensure that financial resources are used in the most efficient and effective manner	
Accountable Officers should periodically review grants awarded for their effectiveness and timeliness in achieving agreed outcomes. The frequency of review should be determined at the outset and by reference to the quantum of the grant and perceived level of risk of achieving the desired strategic aims and outcomes	
All matters relating to the provision and administration of grants should have due regard for the principle of transparency	
Accountable Officers should consider arrangements for approval of executive remuneration in grant receiving bodies	
Recipients of grants should be expected to be in compliance with their wider obligations to Government	

Feasibility principle Detail

Detailed Principles	POJ Application
The Group Director, Strategic Finance, Treasury and Exchequer should be informed, by the relevant Accountable Officer or their delegate, of all instances where expenditure from the Feasibility grouped head of expenditure is likely to differ significantly from the indicative projects and amounts included in a Government Plan	POJ includes feasibility provisions within project allocations as part of its Strategic Business Planning process. Where capital projects do not advance feasibility monies are written off to the P&L Feasibility funding outside of that approved in the strategic business plan is subject to POJ expenditure schemes of delegation
Relevant Ministers should be made aware where expenditure from the Feasibility grouped head of expenditure is likely to differ significantly from the indicative projects and amounts included in a Government Plan	
Accountable Officers should ensure that stakeholders understand the position regarding the progress of projects within the Feasibility grouped head of expenditure	
Funding projects from within the Feasibility grouped head of expenditure should not be used to circumvent controls within the Public Finances Law over major projects.	

Replacement assets & minor capital principle Detail

Detailed Principles	POJ Application
Accountable Officers for rolling votes should ensure that available resources are prioritised to areas of greatest need	The POJ Engineering Teams work in collaboration with operational teams to ensure asset management is aligned with operational needs and compliance requirements. Annually a whole organisational long term capital planning process is completed to ensure alignment on assets required, specifications and timing of replacements. This process also ensure adequate financial budgets are ring fenced
Accountable Officers for rolling votes should ensure that individual projects within a rolling vote are subject to the same business case discipline (for the corresponding level of expenditure and complexity) as if they were project heads of expenditure in their own right	
Accountable Officers for rolling votes should ensure that individual projects within a rolling vote are subject to the same cost control discipline as if they were project heads of expenditure in their own right	
Accountable Officers for rolling votes should ensure that individual projects within a rolling vote are subject to the same project governance as if they were project heads of expenditure in their own right	
Officers with delegated responsibility for planning and incurring expenditure from rolling votes should ensure that Accountable Officers and Ministers are fully aware of how resources within rolling votes are being prioritised and spent	
Funding projects from within rolling votes should not be used to circumvent controls within the Public Finances Law over major projects	

Special payments principle Detail

Detailed Principles	POJ Application
States Bodies should have a system for the timely identification, authentication and processing of any special payments and ensure that such payments are fulfilled in the required timeframe in accordance with the relevant policies	Where appropriate POJ formally discloses special payments (redundancy/compromise payments) for example when relates to a statutory director of POJ
Proposals for any special payment should explain the nature, circumstance of the case, amount involved, management procedures followed, assessment of the value for money of the case, any non-financial aspects, the impact of the case, whether budgetary provision is available to meet the payment and if the approach follows legal advice	
States Bodies should be proactive in drawing and documenting lessons from special payment cases as they arise in order to establish the soundness of the control system and share the outcomes with Treasury and Exchequer. Necessary steps should also be taken to remedy all failings identified.	
Sensitive special payment situations should be handled with integrity and focus on avoiding reputational damage to both the States Body and the wider public service.	
Any proposals to keep special payments confidential must be sufficiently justified to avoid being interpreted adversely by the public or other States Bodies	

Expenditure for Emergency principle Detail

Detailed Principles	POJ Application
In the first instance arrangements should be put in place to deal with an emergency whilst also endeavouring to ensure that routine service delivery is maintained as far as is practically possible. The immediate health and safety of Islanders and visitors is paramount.	Please refer to PoJ procurement policy and scheme of delegation – Appendix E (pages 129 & 173)
The Chief Minister, Minister for Treasury and Resources, the States Chief Executive and the Treasurer of the States should be notified by the person identifying the potential emergency as soon as there is a possibility that there is an "emergency" situation (as defined in Article 24 of the Public Finances (Jersey) Law 2019 and set out in the Background and introduction to this section above) which requires additional funding so that the relevant emergency protocols can be brought into play	
Initially Accountable Officers should look to meet funding associated with an emergency, as defined in this Section, from within existing heads of expenditure	
Any additional funding allocated to meet the costs of an emergency should only be used for the purpose it was allocated for	
When considering an expenditure proposal to meet an emergency, alternative approaches to delivering services to meet the emergency should, as far as possible, be considered. Accountable Officers should also be mindful of the risks they are responsible for managing and ensure they are adequately addressed	
All additional funding to meet emergency expenditure should be appropriately considered, authorised and then reported on	
Emergency expenditure should be incurred in lines with the relevant Schemes of Delegation	
Accountable Officers should be aware that their Accountable Officer responsibilities apply to all expenditure, including that related to emergency expenditure, and that they are responsible for ensuring value for money at the same time as needing to ensure that the emergency situation is addressed appropriately	
Accountable Officers should establish whether any costs of an emergency can be met from insurance	

Expenses principle Detail

Detailed Principles	POJ Application
All expenses should only be incurred if they are necessary, reasonable and appropriate in the circumstances, taking into consideration safety, practicality and efficiency.	Please refer to POJ procurement policy, scheme of delegation, purchase card and travel and subsistence policies – Appendix E (pages 129, 173, 143 & 134)
Expenses, including subsistence, while travelling should not be claimed if they would not be claimable for a normal business day in Jersey. Off-island travel must be booked through the States of Jersey corporate travel provider	
Where possible, public transport should be used where it is available and the most effective means of travel. There may be circumstances where this is not practical such as speed, safety, more than one person travelling together	
The person approving the expense should ensure that all claims are correct, reasonable and in accordance with the relevant policy	
All employees should ensure and be able to demonstrate that any expenses claimed represent best value for money	
Expense claims should be submitted as near to the date of expenditure as possible and should not be delayed without a valid reason	
Accountable Officers should ensure that all staff are aware that they are responsible for the use of public money and that high standards are expected of them	
Owners of expense policies should ensure that all relevant documents are up to date, accurate and that they reflect any changes that have taken place within the States of Jersey	
Accountable Officers should follow the principles contained within this section when paying the expenses of non-employees, for example lay members of boards	
Employees should not get direct benefit personally from States or Government expenditure	

Travel principle Detail

Detailed Principles	POJ Application
Staff should remember that they are spending public money and are therefore expected to exercise prudence when planning trips off Island and making travel arrangements	Please refer to POJ procurement policy, scheme of delegation, purchase card and travel and subsistence policies – Appendix E (pages 129, 173, 143 & 134)
Trips off-Island should be necessary and undertaken by the lowest cost means that is practical, with consideration given to the carbon footprint or environmental impact as part of the selection criteria when appropriate	
Off-Island travel should be for the benefit of the States and Government of Jersey and any personal benefit must be incidental and properly declared	
Expenses claimed should be genuinely incurred, reasonable personal costs as a result of travel in line with allowances	
No employee should be able to authorise his or her own travel	
Where practical, travel off-island should be planned well in advance to minimise costs	
Pre-authorisation should be sought, and bookings made as soon as is reasonably practical after the need for travel has been identified and at least 14 days before travel where practical to do so. Evidence suggests costs increase significantly after this point	
Bookers should contact Commercial Services to ascertain whether BA on Business points are available to be used for long haul flights. If so, they should be used if this would result in lower cost to the department. Bookings should be made online through GBT AMEX (HRG), or by phone if the booking can't be completed online	

Annual Financial Statements principle Detail

Detailed Principles	POJ Application
All reporting, budgeting, forecasts, performance measuring documents and financial statements should use the same generally accepted accounting principles	POJ under the Generally Accepted Accounting Principle of FRS102
Reporting should be clear, concise and consistent throughout the States of Jersey. Consideration should be given to alternative methods of presentation, e.g. infographics, where they will make the report more easily understood and accessible to non-financially trained users	POJ produces an annual report in line with its obligations under its MOU with the Shareholder. It is reviewed annually as part of the C&AG annual report review and regularly scores in the top 6 of entities reviewed
Reports should be comprehensive and present a States-wide view of finances, e.g. including the aggregated debt position	POJ produces an annual report in line with its obligations under its MOU with the Shareholder. It is reviewed annually as part of the C&AG annual report review and regularly scores in the top 6 of entities reviewed

Financial planning & budgeting principle Detail

Detailed Principles	POJ Application
Accountable Officers should prepare detailed annual and high-level forecast income and expenditure Budget submissions for their States Bodies (and for those Funds defined in the Public Finances Law, including the Social Security Funds, Stabilisation Fund and Strategic Reserve Fund), together covering a 4 year period	POJ prepares a strategic business plan annually , for a rolling 5 year period in accordance with its MOU with the Shareholder. This includes information on macro and local economic trends, key risks, opportunities and outlines the organisations key priorities for the 5 years ahead, which are closely aligned with the Island's outcome indicators. This is submitted to the POJ Board for approval in November annually then formally submitted to the Shareholder in the Q4 shareholder meeting. Progress against the business plan is then monitored regularly at each POJ Board meeting and quarterly shareholder meeting. Any material divergence from the plan is then informed to the shareholder under the "non surprises" policy
Accountable Officers should promote the integrity and quality of budgetary forecasts, financial plans and budgetary implementation	
Accountable Officers should consult with other Accountable Officers across departments where there are interdependencies in preparing income and expenditure Budget submissions to share ideas, initiatives and other thoughts in preparing their budgets	
Accountable Officers should have regard for macro-economic and local economic trends and draw on relevant available information prepared by or for the Government of Jersey. This will help identify, assess and prudently manage longer term sustainability and other fiscal risks	
The Accountable Officer of the lead States Body responsible for a common strategic priority of the Government of Jersey should ensure other States Bodies involved in the delivery of the objective are consulted when preparing the Budget submission to ensure expenditure is allocated in the most economic, efficient and effective manner. This principle should apply to any element of a Budget submission that is dependent upon or affects another department or project	
Accountable Officers should monitor expenditure and provide regular updates both to Treasury and Exchequer, their Minister(s) their States Body	

Financing & Borrowing principle Detail

Detailed Principles	POJ Application
Borrowing should not be carried out without appropriate authorisation	POJ has an approved limit for external borrowing that was approved under **MD-TR-2023-460.** The level of borrowing is disclosed in the POJ annual report and strategic business plan
Accountable Officers should ensure that there is no activity carried out within their States Bodies that meets the definition of borrowing unless it has been approved in a Government Plan or, where appropriate, by the Minister for Treasury and Resources	
Total borrowing by the States of Jersey should be monitored against approved limits set in the Public Finances Law or by the States Assembly periodically, at least on a six-monthly basis. Annually, a total of the aggregated borrowings made by the States of Jersey and all organisations which are within the scope of the Financial Statements of the States of Jersey as prescribed by the Jersey Financial Reporting Manual must be reported	

Guarantees & indemnities principle Detail

Detailed Principles	POJ Application
All guarantees and indemnities should be in the name of the States of Jersey.	POJ does not provide any guarantees or indemnities
Accountable Officers cannot independently authorise a guarantee or indemnity. A States Body may request that Treasury and Exchequer issue a guarantee or indemnity, which is made directly from Treasury and Exchequer. All guarantees and indemnities regardless of limit must be approved by Treasury and Exchequer	
All guarantees and indemnities should be appropriately authorised and undertaken in accordance with the Public Finances (Jersey) Law 2019, this Manual and any other relevant States of Jersey policies. Guarantees and indemnities are approved in the Government Plan with the Minister for Treasury and Resources able to approve guarantees/indemnities within defined financial limits	
Due diligence procedures should be undertaken with regard to any proposed guarantee or indemnity to third parties, culminating in a formal assessment of the financial standing and an assessment as to whether or not the organisation requesting the guarantee or indemnity is likely to be in a position to satisfy the terms of the guarantee or indemnity. Diligence should have regard to the States' risk appetite.	
States Bodies should be able to justify guarantees or indemnities and confirm that they do not give the recipient an unfair competitive advantage in a market	
States Bodies should monitor bodies to whom a guarantee or indemnity has been given to assess the likelihood that the liability will be triggered.	
States Bodies should ensure early discussion with Treasury and Exchequer when there is concern about the ability of a recipient of a guarantee or indemnity in meeting the terms of any agreement	
Accountable Officers should ensure there is no activity carried out by their States Body that meets the definition of a guarantee or indemnity unless conducted in accordance with the requirements of this section	

Lending principle Detail

Detailed Principles	POJ Application
All lending should be in the name of the States of Jersey or, in the case of Arm's-Length Organisations, the body itself	POJ has an approved limit for external borrowing that was approved under **MD-TR-2023-460.** The level of borrowing is disclosed in the POJ annual report and strategic business plan. Entering into any debt funding arrangements within the limit as set up in MD-TR-2023-460 requires approval under the MOU with the Shareholder Procurement for financing is completed using EY Debt Advisory in London as an independent advisor
With the exception of Arm's Length Bodies, Accountable Officers cannot independently authorise the issuance of a loan. A States Body may request that Treasury and Exchequer makes a loan, which is made directly from Treasury and Exchequer. All lending regardless of limit must be approved by Treasury and Exchequer	
In the case of Arm's Length Bodies, the sponsoring States Body should monitor any lending carried out by the Arm's Length Body	
All lending should be appropriately authorised and undertaken in accordance with the Public Finances (Jersey) Law 2019, this Manual and any other relevant States of Jersey policies	
Due diligence procedures should be undertaken with regard to any proposed loan to third parties, culminating in a formal assessment of the borrower's financial standing and an assessment as to whether or not the borrower is likely to be in a position to satisfy the terms of the loan	
States Bodies and Specified Organisations should have clear policies and procedures for credit control and must ensure that loan agreements are clear with necessary covenants in place to ensure recovery of the loan. Proper credit record checks for all potential third party borrowers should be done. This should include setting credit limits	
States Bodies should be able to justify loans that are on commercial terms and do not give the recipient an unfair competitive advantage in the market to organisations that compete with the Private Sector (e.g. Arm's Length Bodies)	
States Bodies should ensure early discussion with Treasury and Exchequer when there is concern about the security of any of loans to third parties	
States Bodies should consult Treasury and Exchequer regarding any proposals involving loan repayments and write offs	
Accountable Officers should ensure there is no activity carried out by their States Body that meets the definition of lending above unless conducted in accordance with the requirements of this section. E.g. offering extended credit terms to a specific person or organisation	
Total and annual lending by the States of Jersey should be monitored against the limits set out in the Law and Government Plan on a quarterly basis	
All lending carried out under powers in the Law should be reported to the States Assembly as part of the Semi-Annual Updates.	

Investments principle Detail

Detailed Principles	POJ Application
Investments should be made in accordance with the States of Jersey's risk appetite and investment strategy. In appointing Investment Managers to make investments on behalf of the States of Jersey, necessary steps must be taken to strike a balance between risk and return.	POJ investment are minimal with low risk appetite, taking the form of short term deposits
The Minister for Treasury and Resources is responsible for the investment of money held by the Government or a States body. The Treasurer is responsible for ensuring that investment is carried out in line with the Minister's Investment Strategy	

Fees and charges principle Detail

Detailed Principles	POJ Application
Plans for the significant changes to/introduction of new fees and charges should, where practicable, be included in proposals for the Government Plan.	POJ fees and charges are regulated under the JCRA regulated pricing framework where they are found to hold a monopoly. This is essentially all airport and harbour dues and marina charges. Prices cannot be increased on regulated services without approval by the JCRA in line with the pricing framework. See appendix F (page 185 & 202)
The levying of fees and charges should ensure accountability for goods and services consumed (the 'user pays' principle) whilst avoiding unnecessary bureaucracy and should result in minimal cost to the States of Jersey in terms of processing and administering transactions	
A profit should not be made on the costs of providing a service	
Where a service is provided in competition with the private sector, a proper assessment of the level of competition, market rates and potential risks associated with the service should be undertaken and effort should be made to mitigate such risks and derive an appropriate level of income from the service	
Charges should not normally be made for services which are delivered to the population as a whole and which the public can not choose whether to use. They should only be considered where they benefit a specific group or where a fee or charge would drive the behaviour of users ("user pays")	
Where a States Body intends to significantly increase an existing charge or introduce a new one, the potential recipients should, as far as possible, be consulted if practical to do so	
States Bodies should not be disadvantaged by having to meet increased external costs without being able to recover them through increasing charges (where charging is appropriate)	
An increase in charges to external customers should not be dismissed simply because the increases would also fall on internal customers. Where an increase occurs outside of the Government Plan process, it may be appropriate for the charging States Body to transfer sufficient budget to the paying States Body to meet the increase in charges. Any budget transfer must follow the procedures set in the Changes to Head of Expenditure area of the Manual	
A States Body should have robust systems in place for controlling stock for resale. It is recognised that there may be circumstances where it is appropriate for old or obsolete stock to be sold at a loss rather than it being written off.	
A States Body should have proper justification for introducing fees and charges	

Income principle Detail

Detailed Principles	POJ Application
An adequate framework should be established for the effective collection, recording and recovery of income due to a States Body	POJ has dedicated resource responsible for the monitoring and collection of debts. An aged debtor summary is provided to the POJ Executive and Senior Leaders every week with actions where necessary. Late payment charges are incurred when customers do no abide by 30 day credit terms as disclosed on invoices.
Where the administration of a specific type of income is addressed in any Law, such income should be administered in line with the requirements of that Law.	
All income due to the Government and States should be promptly collected and banked	
When considering legal action to recover income due, the costs of that action should be considered against the income which is likely to be collected. Where appropriate legal advice should be sought	

Risk Management principle Detail

Detailed Principles	POJ Application
Accountable Officers should establish an appropriate 'tone at the top' in respect of a shared set of attitudes where employees maintain high ethical values and act with integrity, thereby complying with laws and regulations and behaving in a principled manner.	See POJ Risk Management Policy – Appendix E (page 152) Risks are routinely reviewed at POJ Board and Committee meetings. Operational Risk – Harbour and Airports Authority Committee Corporate Risks – Audit and Risk Committee We report twice yearly to the Shareholder on top risks A Risk Management Statement is included in our Annual Report Risk management is integral to POJ operations and embedded in our business as usual
Accountable Officers should promote the consistent, comprehensive collaborative and proportionate approach to risk management through the Enterprise Risk Management (ERM) framework	
Accountable Officers should ensure that States Bodies' objectives are not adversely affected by significant unforeseen risks	
Accountable Officers should ensure arrangements are in place to deal with the unexpected that might put service delivery at risk	
Accountable Officers should promote an innovative, less risk averse culture that encourages the pursuit of opportunities as well as the management of threats	
Accountable Officers should provide a sound basis for integrating risk management into decision making	
Accountable Officers should embed risk management as a component of robust corporate governance and management practices.	
Arm's Length Bodies should consider and adopt the requirements of this section of the manual, as applicable, tailored to their specific risks	

Insurance principle Detail

Detailed Principles	POJ Application
Insurance arrangements should represent the most cost-effective approach for the States to treat risks that cannot be managed in other ways	The POJ Financial Controller works with the POJ Head of Risk to ensure adequate insurance coverage. Insurance is a mix of policies held under the central GOJ insurances and specific additional policies for bespoke areas not covered by the central policies
Accountable Officers should continually review risks for their areas of responsibility and notify the Director, Treasury and Investment Management in the event of any changes and potential impact on insurance cover.	
The Director, Treasury and Investment Management should continually review the States' insurance arrangements and recommend any changes needed to the Minister for Treasury and Resources and Treasurer of the States	

Internal Audit principle Detail

Detailed Principles	POJ Application
Arm's Length Bodies should consider whether it is appropriate to establish their own internal audit functions based on the scale and complexity of their operations. The Head of Audit will not be responsible for delivering internal audit services to these bodies, except where agreed with the Risk and Audit Committee, States Treasurer and the Accountable Officer responsible for the organisation	Within the Terms of Reference of the POJ Audit and Risk Committee it states 4.4. Internal audit The committee shall • monitor and review the effectiveness of the company's internal audit function in the context of the company's overall risk management system. • approve the appointment and removal of the head of the internal audit function. • consider and approve the remit of the internal audit function and ensure it has adequate resources and appropriate access to information to enable it to perform its function effectively and in accordance with the relevant professional standards. The committee shall also ensure the function has adequate standing and is free from management or other restrictions. • review and assess the annual internal audit plan (each Committee to confirm the programme includes assurances they require). • review reports addressed to the committee from the internal auditor. • review and monitor management's responsiveness to the findings and recommendations of the internal auditor. • meet the head of internal audit at least once a year, without management being present, to discuss their remit and any issues arising from the internal audits carried out. In addition, the head of internal audit shall be g

Fraud, corruption and money laundering principle Detail

Detailed Principles	POJ Application
Accountable Officers should be responsible for managing the risks which their respective States Bodies face, including fraud and corruption risks. They should be responsible for establishing and maintaining sound systems of internal control to manage such risks. Accountable Officers should be alert to new and emerging fraud and corruption risks affecting their States Body	Please refer to POJ Speak Up and Anti Fraud Policies – appendix E (pages 164 & 168) As part of Year end external audit Executive must confirm if any incidents of fraud in the year
Accountable Officers should consider the risks of fraud and corruption in relation to any arm's length body associated with their department, and should ensure any lay members are aware of the States' Anti-Fraud and Corruption and Anti-Money Laundering Policies and Strategy.	
Accountable Officers should maintain an environment where staff are willing to talk about fraud risks and senior managers are receptive to those discussions	
Accountable Officers should ensure that the 'zero tolerance' position within the States of Jersey on fraud, corruption and money laundering is well known amongst their staff	
All managers should regularly circulate States of Jersey fraud, corruption and money laundering communications received to their staff.	
All employees should report any suspicion of money laundering activities to the Designated AML Lead or Deputy Designated AML Lead	
All employees should be willing to raise any concerns they might have that relate to fraud, corruption and money laundering	
All employees should be aware of the risks of non-monetary fraud. This can include taking work resources home for personal use, carrying out personal activity in work time or accepting gifts of time or 'valueless' goods from external parties in exchange for States resources	

Losses and write offs principle Detail

Detailed Principles	POJ Application
Losses and write offs should be reduced to the lowest level possible or entirely mitigated	And losses and write offs will be in accordance with the POJ Scheme of delegation
States Bodies should have clear methods of investigating, mitigating, and reducing losses and write offs	
All losses and write offs should be carefully appraised and approved before being processed	
States Bodies should only consider accepting losses and write offs after careful appraisal of the facts (including whether all reasonable action has been taken to effect recovery), and should be satisfied that there is no feasible alternative	

Other re Specific States Owned Entities principle Detail

Detailed Principles	POJ Application
All SOEs should contribute towards the strategic aims, priorities, and desired outcomes of the States	POJ's strategic business plan is aligned to Government policy and Island outcome indicators – please see appendix B (page 54) and appendix E (page 182)
Service delivery should be aligned to the priorities of the States	POJ's strategic business plan is aligned to Government policy and Island outcome indicators – please see appendix B (page 54) and appendix E (page 182)
The merits of establishing a relationship with a SOE should be well defined and based on robust assumptions	POJ's strategic business plan is aligned to Government policy and Island outcome indicators – please see appendix B (page 54) and appendix E (page 182)
A risk based approach to assurance, governance and the oversight of operational and financial performance should be exercised.	See appendix for risk management policy – appendix E (page 152)
There should be a consistent approach to the utilisation of SOEs across the States and a continuous challenge required on both SOEs' performance and the utilisation of SOEs as representing the most optimal mode of service delivery against viable alternative options	POJ's strategic business plan is aligned to Government policy and Island outcome indicators – please see appendix B (page 54) and appendix E (page 182)

Procurement and Purchasing Policy

PORTS OF JERSEY

1. Purpose

1.1. This policy defines the method and approvals for the Procurement and Purchasing of good, works and services for Ports of Jersey Limited. (PoJL)

1.2. Procurement is defined as all those processes concerned with developing and implementing strategies to manage an organisation's expenditure portfolio, in such a way as to contribute to the organisation's overall goals and to maximise the value released and/or minimise the total cost of ownership. Procurement is a more comprehensive term than purchasing, which is more focused on the tactical acquisition of goods, works and/or services and the execution of plans rather than the development of strategies. *(Taken from Chartered Institute of Procurement & Supply definition library)*

2. Scope

2.1. This policy's objectives are to structure PoJL's purchasing processes and sourcing strategies to ensure that the services and goods acquired are the result of transparent, objective, time and cost-effective decision making and risk management process. Adhering to this Policy is mandatory.

2.2. This policy applies to all employees, as well as any agent(s) for PoJL seeking to acquire, acquiring and/or managing ongoing contractual relationships for the provision of services and/or goods to or on behalf of PoJL.

2.3. All purchases are not subject to a formal tender process, however, they shall remain subject to this policy. Details of applicable spend thresholds are noted below.

2.4. Offers or tenders received from bidders are strictly confidential to PoJL and shall not be shared with any potential or existing suppliers. The successful results of any offer or tender shall be shared directly with all bidders. Anonymised feedback shall be provided to all bidders including a summary as to why they were not selected.

3. Responsibilities

3.1.1. It is the responsibility of all employees who wish to purchase goods, works and/or services on behalf of PoJL to follow this Policy.

3.1.2. This Policy is aligned with the Scheme of Delegation with regards to spend limits and the approvals process in order to acquire the goods, works and/or services. The purchaser should ensure this process is both followed and evidenced to enable end of year due diligence.

4. Policy

ANNUAL SPEND THRESHOLD	PROCEDURES FOR OBTAINING QUOTES AND TENDERING	APPROVAL ROUTE
<£500	No additional procedures	Any employee
£501 - £25,000	Written scope and written quote	Any Employee / Budget Delegate
£25,001- £100,000	Minimum two written quotes required. A written scope shall be provided alongside the Purchase Order and Contract. Trade catalogues or the internet may be sufficient for the request for a quotation	Leadership Groups
£100,001 - £250,000	Minimum 3 written quotations shall be obtained supported by a written scope. Proactis, or equivalent procurement portal, shall be used to run the advertised tender process in order to invite at least 3 suppliers to submit their bids. A decision paper shall be submitted to support the procurement requirements alongside a Purchase Order and Contract upon the selection of the successful supplier.	Either CFO, CPSO, COO or CEO
£250,001 - £500,000	Minimum 3 suppliers shall be invited to submit competitive tenders by using a formal tender process. Proactis, or equivalent procurement portal, shall be used to run the advertised tender process in order to invite at least 3 suppliers to submit their bids. A written scope shall accompany the Invitation to Tender. A decision paper shall be submitted to support the procurement requirements alongside a Purchase Order and NEC Contract upon the selection of the successful supplier.	Any two of the following: CFO, CPSO, COO and CEO
>£500,001	Minimum of 3 suppliers shall be invited to submit competitive tenders by using a formal tender process. Proactis, or equivalent procurement portal, shall be used to run the advertised tender process in order to invite at least 3 suppliers to submit their bids. A written scope shall accompany the Invitation to Tender. A decision paper shall be submitted to support the procurement requirements alongside a Purchase Order and NEC Contract upon the selection of the successful supplier.	Board

4.1. All successful bidders shall be subject to Due Diligence. In some cases, bidders may be subject to Enhanced Due Diligence due to the nature of their goods, works and/or services.

4.2. All existing suppliers shall be subject to a regular spend review as determined by the Procurement Runbook. The results of this review shall be subject to scrutiny by the Head of Procurement and a member of the Ports Executive Team.

5. Policy Compliance

5.1. Exceptions

5.1.1. An exemption is the formal process for requesting a deviation from undertaking the competition process. Exemptions shall only be sought in exceptional circumstances.

5.1.2. Examples of reasonable exemptions to this policy are noted below:

5.1.3. Emergency requirement e.g., storm / flood damage

5.1.4. Only one supplier of a product (monopoly supplier or bespoke copyrighted item)

5.1.5. Goods, works and/or services required urgently.

5.1.6. Additional work for an existing supplier and it is beneficial to continue to use

5.1.7. The contract is declared "Secret"

5.1.8. An Exemption Form needs to be completed for all exemptions with a value above £25,000, signed by the Budget Holder, or Sponsor, and Head of Procurement, or their delegate, and will be recorded within the Procurement department.

5.2. Non-compliance

5.2.1. Non-compliance with this policy may lead to disciplinary action up to and including termination of employment.

6. Contract Terms and Conditions.

6.1.1. Standard PoJL terms and conditions shall apply. In the event the standard PoJL terms and conditions are not suitable, using the NEC suite of contracts shall be used in their place.

6.1.2. Bespoke contracts shall be avoided as much as possible.

6.1.3. A formal contract, where appropriate, must be in place and signed by all parties prior to the receipt of goods, works or services.

7. Ownership and Approval

7.1. The Head of Procurement is the owner of this document and is responsible for ensuring it is reviewed and approved on or before the date set out below.

7.2. A current version of this document is available to all PoJL employees and is published within DMS.

7.3. This policy was approved by the Chief Financial Officer and is issued on a version-controlled basis.

Name: [redacted]

Signature: Date: 12th September 2025

8. Document Control

8.1. Version history

VERSION	DESCRIPTION OF CHANGE	AUTHOR	APPROVAL	DATE OF ISSUE
1.0	Initial Issue	Procurement Manager	Chief Financial Officer	31-Aug-21
2.0	Minor amendments upon review	Procurement Manager	Chief Financial Officer	25-Apr-22
3.0	Minor amendments upon review	Procurement Manager	Chief Financial Officer	01-Sep-22
4.0	Updated to 5.1.9 to change signatory from CFO to Head of Procurement	Procurement Manager	Chief Financial Officer	31-Mar-23
5.0	Updated to align with PoJL policies and updated wording for ISO 27001. Updated Threshold table and other minor amendments.	Head of Procurement	Chief Financial Officer	12-Sep-25

9. Review date

9.1. Review period: Managed in DMS

9.2. Next review date: Managed in DMS

10. Definitions and terms

10.1. CEO – Chief Executive Officer

10.2. CFO – Chief Financial Officer

10.3. COO – Chief Operating Officer

10.4. CPSO – Chief of People and Sustainability Officer

11. Related Polices, Standards, Guidelines and Procedures

11.1. This procurement and purchasing policy must be read in conjunction with the policies listed below, other policies do exist and may also be relevant depending on the acquisition:

11.1.1. Procurement Runbook Implementation Overview

11.1.2. Procurement Runbook

11.1.3. Scheme of Delegation

11.1.4. Decision Process

11.1.5. Purchase Card Policy (DC898)

11.1.6. Environmental Policy (DC1202)

11.1.7. Travel Policy (DC600)

11.1.8. Information Security Policy (DC414)

11.1.9. Aviation Integrated Management Systems (AIMS)

11.1.10. ISO/IEC 27001:2022

12. ANNEX 1


Procurement Policy
Less than £500
Any Employee
Any existing supplier
Purchase Order (PoJ T&Cs)
Automatic approval
£501 to £25,000
Any Employee / budgets delegated
Any existing Supplier
Agreed scope / Quotation
Purchase Order (PoJ T&Cs)
£25,001 to £100,000
Approval at LGs
Agreed Scope and Quotation
Min two quotes required, portal available
Purchase Order (& Contract (NEC) to be decided on complexity and risk of the need)
£100,001 to £250,000
Either CEO or CFO
Three quotes, portal & written scope
DP
Purchase Order (& Contract (NEC) to be decided on complexity and risk of the need)
£250,001 to £500,000
Both CEO and CFO
Three quotes, portal & written scope
DP
Contract (NEC) & Purchase Order
Greater than £500,001
Board Approval
Three quotes, portal, written scope
Publish on FTS and OJEU
Board Paper / DP
Contract (NEC) & Purchase Order

Travel Policy

1. Purpose

1.1. The purpose of this policy is to outline the authorisation and reimbursement process for travel arrangements and expenses.

1.2. Employees must control business travel expense by making the sound judgment with respect to use of company funds. Travel is an important aspect for carrying out business and it is expected from employees that they will follow the travel policy whilst travelling.

1.3. Travel expenses includes:

- Flights
- Accommodation associated with travel
- Off-island car hire or on island for contractors from outside of Jersey
- Ferry
- Mileage claims
- Car-parking Fees
- Subsistence
- Rail
- Taxi

2. Scope

2.1. This travel policy is applicable to all employees under contract at Ports of Jersey, including paid students, contractors, as well as seasonal, part-time, and full-time employees.

2.2. This policy is applicable to travel off Island for business purposes only.

2.3. Please see Appendix A for travel and expenses summary table. This table summarises the policy in a simple format (please click here to see table).

3. Responsibilities

3.1. All employees must complete a travel approval form and travel arrangements must be authorised by budget holders; or line manager, where the budget holder is the traveller.

3.2. All travel must be booked through Ports of Jersey's (POJL) travel booking system, unless otherwise approved by the Budget Holder/Line Manager.

3.3. Accommodation may be booked directly through a conference to achieve cheaper hotel rates, which must be approved by the budget holder and documented and approved within the travel form.

3.4. Accommodation for long-term training may be booked directly via a PO.

3.5. All employees must:

- follow the value for money and integrity principles;

- work within the letter and spirit of this policy. The policy cannot cover every eventuality. If you are not sure whether travel or an expense is allowed under this policy, we expect you to ask before incurring the expense;
- follow the procedures; otherwise reimbursement may be delayed or refused.

Please contact [redacted] if you have any queries.

4. Policy

4.1. All travel shall be pre-approved via the travel request form.

4.2. **Short haul flights** - All travel between Jersey, the UK and Europe must be economy (or equivalent lowest) class and extras such as priority seating will not be included, unless otherwise approved by the Budget Holder/Line Manager.

4.3. **Long haul flights** - All flights over six hours in duration (excluding the Jersey-UK leg) will normally be booked Economy Class. Business class (or equivalent) long haul flights may nevertheless be booked with the prior approval of the Budget Holder/Line Manager.

4.4. **Upgrading at own expense** – An employee travelling on official business may book travel through POJL at a class above that authorised, provided they pay the difference (or are invoiced for the difference) between the fares personally at the time of booking, e.g., between Economy and Business class, or between Business class and First class.

4.5. **Sea travel** – An employee may travel by sea where it can be demonstrated that this is the cheapest option or there is good reason for doing so.

4.6. **Train travel** - When taking the train, an employee must travel in the cheapest available class, except where the purchase of a more expensive ticket has been approved by the Budget Holder/Line Manager.

4.7. **Hotel bookings** - Where possible, hotel accommodation should be booked through the POJL booking system. Any booking that's outside the £200 (or currency equivalent) approved limit will need approval from the Budget Holder/Line Manager.

4.8. **Car hire** – Can be booked through the travel system with Vauxhall Astra 5 Door with A/C or similar being offered as standard. If alternative car is required, approval will need to be granted by the Budget Holder/Line Manager.

4.9. **Subsistence and other expenses**

4.10. Subsistence should be applied for prior to travel, a bank transfer would then be provided to travellers upfront. You will need to complete the travel expenses form to apply for subsistence.

4.10.1. In the event your trip is cancelled, you will be required to pay back the full subsistence allowance you received.

4.11. Where subsistence is unable to be claimed up front, travellers can apply for reimbursement via the expense claim form, the subsistence limits will apply (4.14). Itemised receipts must be provided in order to receive this claim unless there are extenuating circumstances and approved by the Budget Holder/Line Manager.

4.12. Retrospective reimbursement must be applied for within 30 days of the purchase, unless otherwise approved by the Budget Holder/Line Manager.

4.13. As a general rule, other expenses while travelling should not be claimed if they would not be claimable for a normal business day. If additional expense is unavoidably incurred, details of permitted subsistence allowances are as follows:

4.14. An employee may claim for breakfast £15, lunch £15 and dinner £40 (inclusive of VAT/GST) per day.

4.14.1. If breakfast is included in the hotel room rate, you will not be entitled to this allowance. If breakfast is included in the hotel room rate but not taken the cost of an additional breakfast may not be claimed.

4.14.2. If lunch and/or dinner is provided, you will not be entitled to this allowance.

4.14.3. If an employee attends a residential course outside of Jersey, then they will become eligible to claim £30 per day subsistence allowance rather than the £70 per day, if the following criteria are met:

- The accommodation provided is self-catering
- The course is two weeks or longer in length

4.15. Purchase cards should only be used for exceptional travel items such as taxi's, tubes, busses.

4.16. Reasonable personal telephone calls home (up to a maximum charge of £5 per day) are permitted and any calls required for POJL business may also be reclaimed.

4.17. There is a £50 data roam limit applied to all company mobile phones, when the limit is reached the data will be auto disabled on the sim. If you have any issues, please contact IT Service Desk.

4.18. The following expenses are NOT normally payable:

- Personal articles - e.g., toiletries, magazines, newspapers
- Hotel movies, games and other discretionary charges
- Laundry and dry cleaning
- Additional travel insurance coverage
- Claims for room service (above the allowance of £55 for lunch and/or dinner)

4.19. However, in appropriate circumstances an employee may submit claims for the above subject with approval from the Budget Holder/Line Manager.

4.20. Mileage claims

Mileage allowance is payable in respect of a journey incurred by an employee in their own vehicle for POJL business off-island. This may include the journey from their home to the airport (should they not live in Jersey). Mileage can be claimed at the rate of 55p per mile for cars and 27.5p per mile for motorcycles. In order to claim mileage employees are required to hold vehicle insurance that is valid for business use.

4.21. Parking claims

Where it is necessary for an employee to pay for parking whilst conducting POJL business this may be reclaimed. Utilisation of staff parking at both the Port and Airport is expected.

4.22. Parking and driving fines

Parking fines, and any other driving fines, are not reclaimable and should be met personally and promptly.

4.23. Personal loyalty points

Where an employee accrues personal loyalty points from business travel, they may keep these points for personal use.

4.24. Extended travel for leisure

Any additional costs as a result of the leisure element must be met by the individual. This does not apply where an individual is travelling the day before a meeting.

4.25. Family & friends

An employee is not permitted to book travel for family or friends through POJL and pay the difference personally. Travel for family and friends must be booked and paid for personally.

4.26. Further information and advice can be obtained from Corporate Governance Team [redacted] in the first instance, then, if necessary, please contact the CFO.

5. Policy compliance

5.1. Exemptions

Exemptions to this policy must be approved by the Budget Holder/Line Manager.

5.2. Non-Compliance

Policy breaches may be addressed by one or more of the following actions:

- suspensions or withdrawal of purchase cards;
- disciplinary action up to and including dismissal;
- Any unauthorised spend under this policy, will have to be reimbursed to POJL.

6. Ownership and approval

6.1. The Corporate Governance Manager is the owner of this document and is responsible for ensuring it is reviewed and approved on or before the date set out in item 7.2.2 below.

6.2. A current version of this document is available to All Ports of Jersey employees and is published within SharePoint.

6.3. This policy was approved by the Ports Executive Team on the 03 April 2023 and is issued on a version-controlled basis under the signature of the Corporate Governance Manager.

Name: [redacted]

Signature: [redacted]

Date: 22/10/2025

7. Document Control

7.1. Version history

Issue	Description of Change	Approval
0.1	Updated accommodation maximum price and expenses allowance.	PET
1.0	Approved	PET
1.2	Mileage wording updated, due to ambiguity of the description.	SLG
2	Mobile data and subsistence wording slightly amended	CFO
2.1	Review and minor amendments	NR
3.0	Approved	CFO
3.1	Review and minor amendments	NR
4.0	Approved	CFO

7.2. Review date

7.3. Date last reviewed: As per DMS Metadata

7.3.1. Next review date: As per DMS Metadata

8. Definitions and terms

8.1. POJL – Ports of Jersey Limited

8.2. CFO – Chief Financial Officer

8.3. Line Manager – approval sought from Line Manager, where the traveller is the Budget Holder.

8.4. The value for money principle - Ports of Jersey is wholly owned by the Government of Jersey. We carefully use POJL's resources to fulfil POJL's work and purpose, ensuring value for money

while taking into account efficiency, cost effectiveness, wellbeing, environmental impact, and safety and security.

8.5. The integrity principle - This means not allowing the possibility of personal gain or advantage to influence us. PoJ's resources must be used wisely and for the benefit of the community, not for individual gain. Integrity is essential. It is your duty to apply this policy in an honest and ethical manner. Checks are made, and claims are reviewed.

9. Related polices, standards, guidelines and procedures

9.1. Purchase Card Policy.

9.2. Cost effective travel booking considerations and guidance.

APPRENDIX A

Travel and expenses summary table

Activity	Guidance	Additional Remarks
Travel		
Short haul flights	All travel between Jersey, the UK and Europe must be economy (or equivalent lowest) class and extras such as priority seating will not be included.	Unless otherwise approved by the Budget Holder/Line Manager.
Long haul flights	All flights over six hours in duration (excluding the Jersey-UK leg) will normally be booked Economy Class. Business class (or equivalent) long haul flights may be booked with the prior approval of the Budget Holder.	
Upgrading at own expense	When travelling on official business you may book travel through POJL at a class above that authorised, provided you pay the difference.	
Sea travel	You may travel by sea where it can be demonstrated that this is the cheapest option or there is good reason for doing so.	
Train travel	You must travel in the cheapest available class.	Except where the purchase of a more expensive ticket has been approved by the Budget Holder/Line Manager.
Short term accommodation	£200 per night per person	Where possible, accommodation should be booked through the POJL booking system. Any booking that's outside the approved limit will need approval from the Budget Holder/Line Manager.

Long term accommodation	Accommodation for long-term training may be booked directly via a PO.	
Car hire	Booked through the travel system with Vauxhall Astra 5 Door with A/C or similar being offered as standard.	If alternative car is required, approval will need to be granted by the Budget Holder/Line Manager.
Expenses		
Food and drink	£70 maximum (inclusive of VAT/GST) per person, per day. Breakfast £15 Lunch £15 Diner £40 Should be applied for prior to travel, a bank transfer would then be provided to travellers upfront.	If breakfast, lunch or dinner is included with any bookings, you will not be entitled to the allowance. If breakfast is included in the hotel room rate but not taken the cost of an additional breakfast may not be claimed.
Phone calls	Reasonable personal telephone calls home (up to a maximum charge of £5 per day) are permitted and any calls required for POJL business may also be reclaimed.	
Mileage	55p per mile for cars and 27.5p per mile for motorcycles.	Mileage allowance is payable in respect of a journey incurred by an employee in their own vehicle for POJL business off-island. This may include the journey from their home to the airport (should they not live in Jersey). Mileage can be claimed at the rate of 55p per mile for cars and 27.5p per mile for motorcycles. In order to claim mileage employees are required to hold vehicle insurance that is valid for business use.

Parking claims	Car parking costs whilst conducting POJL business this may be reclaimed.	Utilisation of staff parking at both the Port and Airport is expected.
Personal loyalty points	Personal loyalty points from business travel, may be kept for personal use.	
Extended travel for leisure	Any additional costs as a result of the leisure element must be met by the individual. This does not apply where an individual is travelling the day before a meeting.	
All travel shall be approved via the travel request form by the required authority.		

Purchase Card Policy

PORTS OF JERSEY

1. Purpose

1.1. The purpose of this policy is to provide guidance to employees procuring goods and services using a Ports of Jersey Limited ("PoJ") purchase card. It provides information regarding when to use the purchase card, how to apply for one and procedures covering its use.

2. Scope

2.1. This policy applies to employees that are approved holders of a purchase card.

2.2. This policy covers expenditure using a PoJ purchase card.

3. Responsibilities

3.1. Employees wishing to apply for access to a PoJ purchase card/team card must do so using the application form, which can be obtained from the Finance team. The form must be completed and submitted to Finance for approval. Line Managers will be consulted as part of the approval process.

3.2. Cardholders/team card members must sign and agree to this policy via the document management system, after applying for a card but prior to Finance issuing a card.

3.3. The Finance team will approve applications on an individual basis, based on operational requirement and responsibilities.

3.4. Cardholders/team card members must:

3.4.1. Code all purchases with an Entity, cost centre, and account code at the time of purchase, if this is not possible due to connectivity, within 3 working days of the transaction.

3.4.2. Upload an itemised receipt in support of the transaction, together with a detailed description of what has been purchased and why.

3.5. The Finance team will review and approve all transactions within 5 working days of month end.

3.6. Any queries will be raised in a timely manner in order to finalise before the next month end.

4. Policy

4.1. PoJ purchase cards should only be used for operational expenditure, where no other means of payment is possible (i.e purchase order via accounts payable or bank transfer). See Appendix A for further guidance.

4.2. Employees/business partner entertainment/meetings should be paid for personally and claimed back (if appropriate) using the Expense Reimbursement (office.com).

4.3. PoJ purchase cards are not to be used for booking travel or claiming travel expenses/subsistence. For information regarding travel ad travel subsistence, see the relevant policy as per 9. below. These can be claimed for via the Expense Reimbursement (office.com) or Pre-Travel Subsistence Form (office.com).

4.4. All transactions must be supported by an itemised receipt (a card receipt will not be accepted as supporting evidence for a transaction).

4.5. Cardholders/team card members not adhering to their responsibilities under 3. above will have their card suspended until they are up to date with coding transactions with

appropriate supporting receipts. This will mean that team cards will be suspended if one member is not up to date with coding transactions and providing receipts.

5. Policy Compliance

5.1. Exemptions

5.1.1. Exemptions to this policy must be approved by the Finance team in advance of any transactions outside of policy. Transactions not pre-authorised will be deemed non-compliance.

5.2. Non-compliance

5.2.1. Policy breaches will be reported to the cardholders' line manager in the first instance.
5.2.2. Any unauthorised spend will have to be reimbursed to PoJ.
5.2.3. If necessary disciplinary action may be considered.

6. Ownership and Approval

6.1. The Chief Financial Officer is the owner of this document and is responsible for ensuring it is reviewed and approved on or before the date set out in item 7.2.2 below.
6.2. A current version of this document is available to employees who request a purchase card and is published within the Document Management System.

Name: [redacted]

Signature: [redacted] Date: 4 November 2025

7. Document Control

7.1. Version history

Issue	Description of Change	Approval	Date of Issue
1	**Initial policy**	**13/11/2023**	**13/11/2023**
2	**Updated policy owner**	**04/11/2025**	**04/11/2025**

7.2. Review date

7.2.1. Date last reviewed: 04/11/2025
7.2.2. Next review date: 04/11/2026

8. Definitions and terms

8.1. N/A

9. Related Polices, Standards, Guidelines and Procedures

9.1. Travel Policy

Purchase Card Policy

PORTS OF JERSEY

Appendix A – Examples of allowable and excluded costs

The below table is not an exhaustive list and if there is any doubt over whether a cost is allowable, please contact Finance in the first instance.

Allowable	Excluded
One off operational expenses that are not able to be paid via purchase orders or bank transfers due to: 1. time constraints, 2. the supplier is unlikely to be used again; 3. the supplier will not allow a credit account to be established.	Coffees Discretionary employees subsistence Meals out with suppliers or employees Flights Accommodation Recurring subscriptions (there is a PoJ subscription card)

PORTS OF JERSEY

Capital Project Framework

Project Delivery Framework

PORTS OF JERSEY

Harbour and Airport capital projects are delivered in accordance with the delivery framework which provides for a structured delivery process.
This model reflects existing industry standards, and it has been adjusted to meet specific needs of our business.
Main assumptions:

- ✓ Each project can be paused and deferred at each stage gate
- ✓ The project information matures with each stage
- ✓ The framework assumes a degree of flexibility with activities able to be moved between project stages to suit the project's needs
- ✓ The framework is suitable for all types of projects
- ✓ Financial approvals in line with the POJ Scheme of Delegation

Step	PIPELINE	FEASIBILITY	DEVELOPMENT	DESIGN			DELIVERY		PROJECT CLOSE
Gateway	0 G0	1 G1	2 G2	3		G3	4	G4	5 G5
Step	Identify need	Define scope, objectives and financial viability	Develop project delivery plan	A Concept Design	B Develop Design	C Detailed Design	Delivery	Handover	Start of benefits realisation process
Output	IPR	Business Case	PMP and Refined Business Case	Design and Updated Business Case			Delivery of the project scope		Close out report & Lessons learnt
Owner	BUSINESS	BUSINESS AND PMO	PROJECT TEAM (DESIGN AND DELIVERY)						

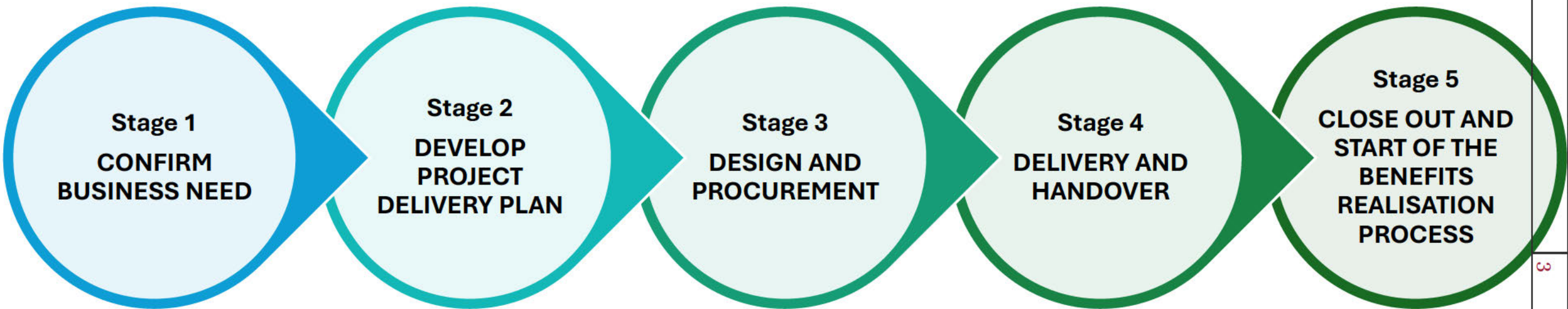
Types of projects

Harbour and Airport programmes include various categories of projects which contribute to keeping our infrastructure safe and secure and contribute to the future growth of our company.

- Asset management (repair / replacement)
- EBITDA growth (business opportunities)
- Ports Estate development
- Regulatory requirements
- Customer oriented projects
- Environmental projects
- Improves business operations

Stage Gates process

PORTS OF JERSEY



Capex - Budget Ownership and Management

PORTS OF JERSEY

Strategic Direction

Approver

PoJ Board

Strategic decisions

Accountable

PET

Responsible for the delivery of the budget

Leads prioritisation process

Head of Capital Delivery
Via CLG

Decisions made based on the information fed from the PoJ Asset Management team and the Project team.

Capex budget management day to day

Escalations from Project Boards

Harbour Programme Manager
via Programme Boards

Airport Programme Manager
via Programme Boards

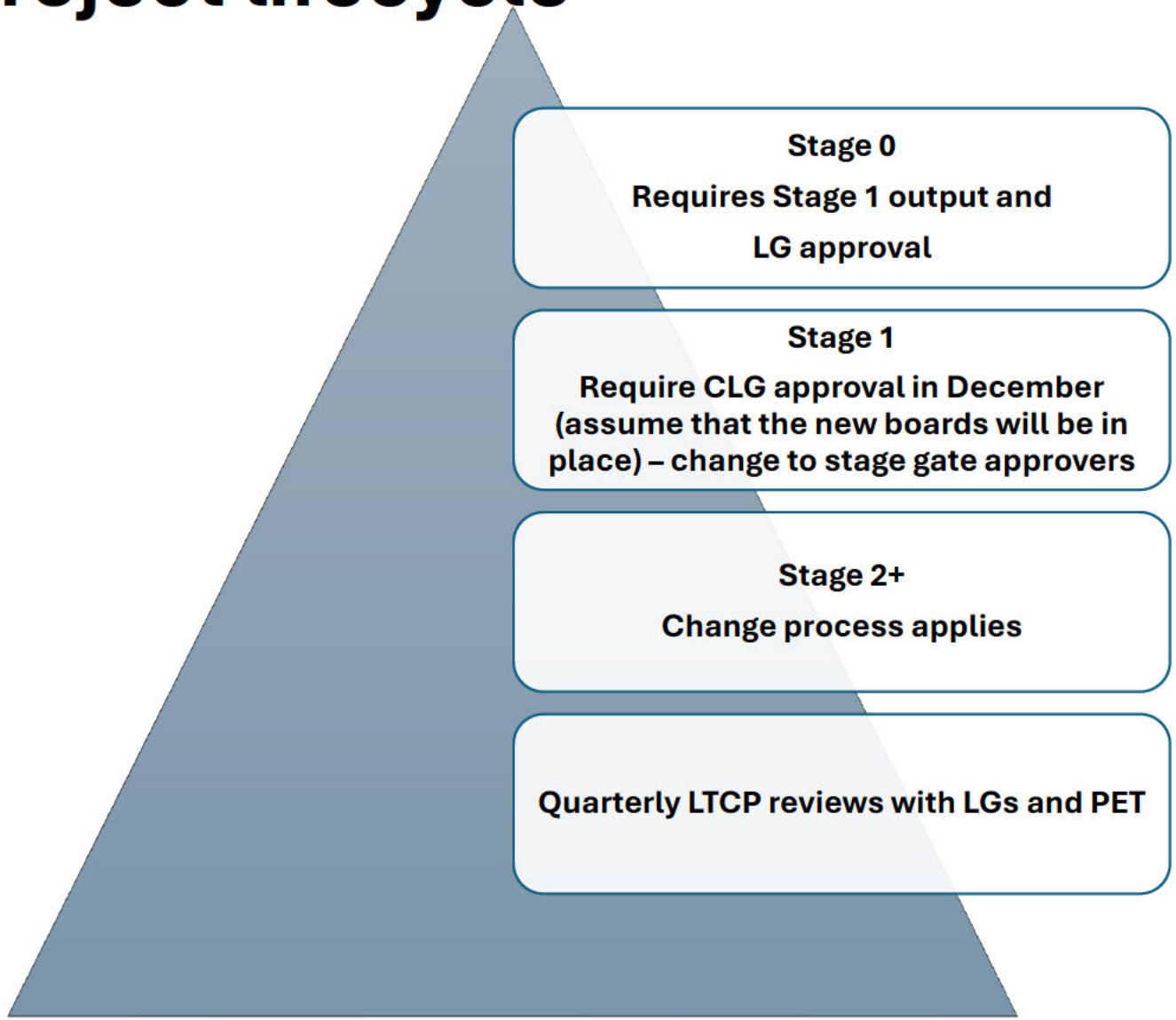
Project Boards

Delivery of individual projects

Project Managers via
Project Boards

Project Managers via
Project Boards

Budget and project lifecycle



PORTS OF JERSEY
YOUR ISLAND GATEWAY

RISK MANAGEMENT POLICY

Statement of Intent

An effective risk management process is a cornerstone of good corporate governance. It is essential that Ports of Jersey manages risk effectively as it represents the critical gateway to the Island for all goods and people.

The aim of risk management is to provide on-going assurance that key risks which could prevent Ports of Jersey achieving its objectives are being effectively managed.

The creation of the Board and associated Risk Committee provides an ideal opportunity to clarify roles and responsibilities in respect of risk management.

The purpose of this document is to set out the framework management policy which outlines responsibility for the management and reporting of risks.

1. INTRODUCTION

1.1 Ports of Jersey Risk Management Policy shall be implemented in all service areas and locations where Ports of Jersey has facilities, employees or contractors

1.2 The aim of the policy is to describe how Ports of Jersey intends to actively manage all risks which could impact on the achievement of our objectives.

1.3 The risk management process adopted by Ports of Jersey is formed by a set of co-ordinated activities as outlined below:

- Recognition or identification of risks
- Evaluation of risks
- Responding to significant risks (tolerate, treat, transfer, terminate)
- Resourcing controls
- Reaction planning
- Reporting and monitoring of risk performance
- Reviewing the risk management framework

1.4 Ultimately, as stated by the Institute of Risk Management, the risk management process should:

- Improve decision making, planning and prioritisation
- Help to allocate capital and resources more efficiently
- Allow anticipation of what may go wrong, minimising the amount of fire fighting
- Significantly improve the probability that the business plan can be delivered

1.5 Fundamental to the management of risk throughout the organisation is the provision of a multi-perspective matrix, shown in **Appendix 1**, which allows for each risk to be quantified against the following set of predetermined criteria:

- **Health & Safety**
- **Operational Safety**
- **Operational Impact**
- **Environment**
- **Stakeholder / Reputation**
- **Regulatory**
- **Cost**

The scoring of risks against these perspectives, combined with a likelihood rating, provide a quantification which identifies its significance to the business and how a risk is to be handled through escalation to the appropriate level of management.

1.6 A risk register which acts as a central repository for information relating to all recorded risks is maintained and regularly updated from the departmental risk registers. As stated below, a risk register should be:

- Populated with risks of all kinds e.g. corporate, strategic, operational and financial
- Used to inform the decision-making processes within the organisation

1.7 Ideally all decisions such as changes in policies, procedures or practices and all resource commitments should result in reductions to an organisation's highest priority risks. This means that at all levels, proposals to make changes or commit resources should include reference to the effects that this may have on the risk profile of the organisation. The effectiveness of a corporate risk register should not be judged solely on its format or how it has been populated but by how it assists the organisation in the management of risk. Both reactive and proactive sources of information should be used to identify risk.

2. DEFINITION OF RISK CATAGORIES

Organisational risks are divided into two main categories, Corporate and Operational. Corporate risks are then subdivided into themes based upon the organisation's strategic objectives – **Growth, Investment, People, Sustainability** and **Financial**. Operational risks are divided between **Aviation** and **Maritime** activities. All identified risks should fit within these categories:

2.1 Growth

Risk arising from business growth or decline, customer relationships and commercial strategy.

2.2 Investment

Risk arising from poor governance or procedures around major projects.

2.3 **People**

Risk of negative impact on performance (e.g. service delivery, financial) and reputational damage arising from insufficient human resources (both capacity and capability) inappropriate behaviour or failing to comply with employment legislation.

2.4 **Sustainability**

Risks associated with Ports of Jersey's impact on the wider environment and community from its business activities.

2.5 **Financial**

Risk of failing to manage finances in accordance with financial policies/procedures/good practice and financial constraints inherent across the group; this includes failing to obtain appropriate returns (both financial and non-financial) from the investment decisions, managing assets and liabilities and obtaining value for money from resources deployed.

2.6 **Operational Risk**

Risk associated with delivery f Marine & Aviation services including compliance with internal processes and procedures and/or external regulation.

3. ROLES AND RESPONSIBILITIES

Risk Management is the responsibility of all employees. As prevention is better than cure, Ports of Jersey will take a proactive and well-informed approach to risk management.

3.1 **Chief Executive Officer**

In accordance with company policy, the Chief Executive Officer is responsible for risk management within the business.

3.2 **Board**

The Board has responsibility for overseeing the management of risk within Ports of Jersey. This responsibility will be discharged by:

- Approving the risk management policy and overseeing its implementation

- Satisfying itself that fundamental risks are being managed in an appropriate way by approving risk management policy and procedures, reviewing risk reports and monitoring metrics.

3.3 Risk Committee

The Board has appointed a Risk Committee to provide assurance that there are robust structures, processes and accountabilities for risk management within the organisation. The Risk Committee will:

- Monitor the implementation and progress of the embedding risk management policies and advise the Board of any issues that arise
- Regularly review the Corporate risk registers to ensure risks are appropriately identified, mitigated and controlled. The committee will have a particular focus on high level risks.
- Provide a regular report to the Board on risk management and governance issues and make recommendations as appropriate.
- Work closely with the Audit Committee to assess financial risks.
- Work closely with the Harbour and Airport Authority Committee to assess operational risks.
- From time to time, the Risk Committee will request senior managers to present the risk registers associated with their areas of specific responsibilities.

3.4 Harbours and Airport Authority Committee

- Regularly review the Operational risk registers to ensure risks are appropriately identified, mitigated and controlled. The committee will have a particular focus on high level risks.
- Provide a regular report to the Board on Operational risk management and governance issues and make recommendations as appropriate.
- From time to time, the Harbours and Airport Authority Committee will request senior managers to present the risk registers associated with their areas of specific responsibilities.

3.5 **Audit Committee**

- Regularly review the Financial risk register to ensure risks are appropriately identified, mitigated and controlled.
- Provide a regular report to the Board on Financial risk management and governance issues and make recommendations as appropriate.

3.6 **Ports Executive Team (PET)**

PET is responsible for:

- The management of risk by Ports of Jersey
- Recommending the organisation's attitude towards risk.
- Ensuring early warning mechanisms which indicate any lapses in the management of risk are acted on in an appropriate way.
- Moderating on and reviewing all risk assessments and associated reports completed by Senior Managers, to satisfy itself that all risks are being managed appropriately and to identify key risks which need to be escalated to the Board.

3.7 **Role of the Harbour Master and Airport Director**

The Harbour Master and Airport Director are responsible for:

- Ensuring that the senior operational managers regularly review the operational risks through regular meetings.
- Mitigation of operational risks to ALARP (As Low as Reasonably Practical) where possible.
- Regular review of all operational risk assessments to satisfy themselves as 'Duty Holders' that all risks are being managed appropriately and to identify key risks which need to be escalated to the Executive Team & Board.
- Reporting of current risk profile and top risks to Harbours and Airport Authority Committee.

3.8 **Department Heads**

Department Heads are responsible for:

- Identifying, evaluating and managing operational risks in their areas of operation / expertise and escalate emerging corporate risks for PET attention.

- Maintaining a current register of departmental risks.
- Ensuring that everyone in their area of operation understands their risk management responsibilities and must make clear the extent to which staff are empowered to take risks.
- Ensuring policies and procedures for the management of risk are adhered to.
- Providing information to the PET regarding the assessment, monitoring and management of risk within their section.
- Reporting on and responding to Early Warning Mechanisms in an appropriate manner to ensure that risks are always managed in an effective way.
- Instilling and building awareness of risk among their staff and make staff available for risk training at appropriate intervals.

4. IMPLEMENTATION

4.1 The delivery of risk management across the organisation will be based on a principle of central support for a local delivery. Each area of the organisation will be responsible for producing its own risk management procedures in line with industry best practice.

4.2 The organisation provides an on-line risk management platform, Q-Pulse Risk, which utilises 'bow-tie' methodology. It is acknowledged that such a methodology is not universally applicable to each aspect of the business. As such, other risk management system may be adopted. Regardless of the method of risk assessment, risk scoring must be undertaken using the scoring matrix in **Appendix 1** and up-to-date registers of assessed risks kept.

4.3 When a requirement necessitates the adoption of a Quantitative Risk Assessment, for example in the development of a Safety Case for a piece of equipment or system, an alternative analysis method may be adopted in order to establish whether the achieved or perceived risk is acceptable or tolerable and this may require the calculation of the actual probability of occurrence. Whenever this is done, then the assessment method used, along with the justification, must be included within the accompanying documentation.

5. ESCALATION PROCESS

5.1 Ports of Jersey have adopted the ethos that all risks should be treated and managed at a level commensurate with the severity of the risk.

5.2 This enables risk management decision making to occur as near as practicable to the risk source. In addition, significant risks and those that cannot be treated can be escalated upwards to the most appropriate level within the organisation.

5.3 Risks will be escalated to PET and the Board depending on where the risk score falls in the risk appetite/sign off matrix in **Appendix 2**.

5.4 The risk escalation process is depicted in the flow chart on **Appendix 3.**

6. AUDIT AND GOVERNANCE

Risk management arrangements form part of the internal control environment which will be subject to annual review by the Board Audit Committee.

Appendix 1. RISK SCORING MATRIX

SEVERITY



LIKELIHOOD / PROBABILITY		
E	Very Likely / Almost Certain	Could happen or has happened **in one month**
D	Likely	Could happen or has happened between **one and six months**
C	Possible	Could happen or has happened between **six months and one year**
B	Unlikely	Could happen or has happened between **one year and ten years**
A	Rare	Could happen or has happened beyond **ten years**

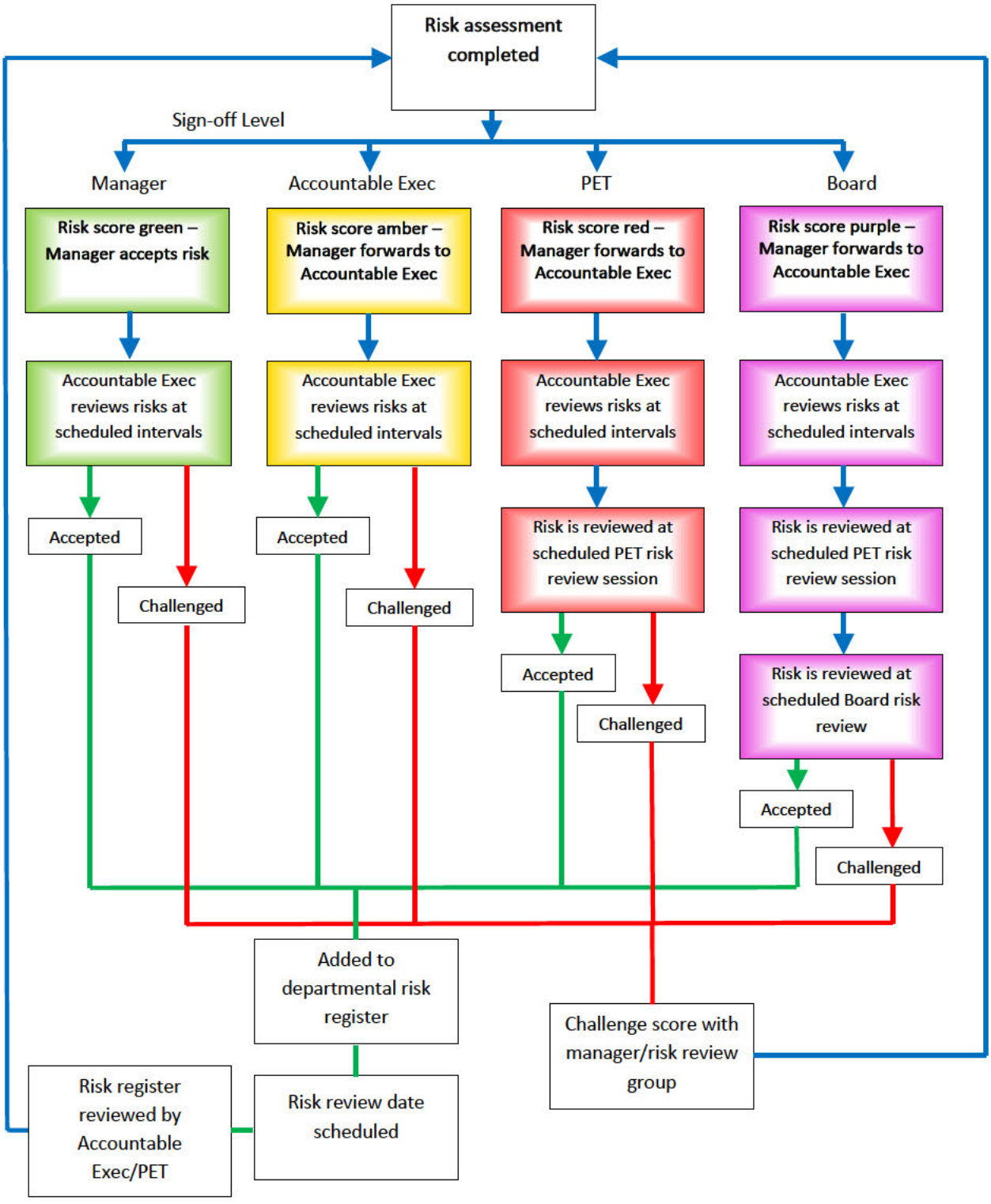
Appendix 2. RISK HEAT MAP / SIGN-OFF MATRIX

		IMPACT					
		0	1	2	3	4	5
		Not Relevant	Insignificant	Minor	Moderate	Major	Catastrophic
E (Very Likely / Almost Certain)	Could happen or has happened in one month	NO IMPACT	1E MAN	2E EXEC	3E PET	4E BOARD	5E BOARD
D (Likely)	Could happen or has happened between one and six months	NO IMPACT	1D MAN	2D EXEC	3D PET	4D BOARD	5D BOARD
C (Possible)	Could happen or has happened between six months and one year	NO IMPACT	1C MAN	2C EXEC	3C PET	4C PET	5C BOARD
B (Unlikely)	Could happen or has happened between one year and ten years	NO IMPACT	1B MAN	2B MAN	3B EXEC	4B PET	5B PET
A (Rare)	Could happen or has happened beyond ten years	NO IMPACT	1A MAN	2A MAN	3A MAN	4A EXEC	5A PET

HEAT MAP DECISION KEY

Reference	Significance	Colour	Description
1A/AB/1C/1D 1E/2A/2B/3A	Accept Manager Sign-off (MAN)	Green	The risk is acceptable.
2C/2D/2E 3B/4A	Tolerable Relevant Executive Sign-off (EXEC)	Amber	Consideration should be given to further reducing the risk. If the risk remains Amber, it may be accepted by the relevant Executive provided the risk is: clearly understood and subject to regular reviews to ensure identified control measures are suitable and sufficient.
3C/3D/3E/4B 4C/5A/5B	Undesirable PET Sign-off (PET)	Red	The risk is high and immediate action may be required. Further control measures to reduce the likelihood and/or severity of the risk should be introduced. If the risk remains Red, it may only be accepted following review and approval by PET.
4D/4E/5C 5D/5E	Highly Undesirable Board Sign-off (BOARD)	Purple	The risk is very high and immediate action or cessation of the activity may be required. Further control measures to reduce the likelihood and/or severity of the risk should be introduced. If the risk remains Purple, it may only be accepted following review and approval by the Board.

Appendix 3. RISK ESCALATION FLOW CHART



Anti-Fraud Policy

PORTS OF JERSEY

1. Purpose

Ports of Jersey Limited (PoJL) is committed to minimising fraud risk by promoting a workplace of openness and trust, requiring all employees to act honestly and safeguard resources. Fraud can have a devastating effect on PoJL, leading to financial loss, damage to employee morale, and reputational harm. This policy outlines everyone's roles and responsibilities in preventing and reporting fraud.

2. Scope

This policy applies to all PoJL activities, including employees, contracted staff, volunteers, contractors, and individuals in commercial relationships with PoJL.

3. Definition of fraud

3.1. Fraud is a broad term that PoJL defines as the deceptive actions undertaken with the goal of benefiting oneself, or others, or causing loss or risk of loss to another party. The outcome gain or loss is not necessary if the intention to deceive is present.

3.2. In this policy the term 'fraud' includes 'corruption' and 'bribery.'

3.3. Examples of internal fraud by employees, potential employees:

- False expenses or claims (e.g. fake receipts, refunded, or not related to business expenses, expenses for trips that never occurred)
- False timesheets (e.g. false overtime claims, standby claims, and TOIL)
- Using company resources for personal use (e.g. people, vehicles, or equipment)
- Conflicts of interest without disclosure (e.g. purchasing from friends and relatives outside of procurement policy, or using company information to their benefit, or family personal ventures)
- Corruption or bribery to award contracts
- False qualifications
- Collusion with external suppliers to facilitate fraud such as kickbacks.

3.4. Examples of external fraud:

- Suppliers submitting false invoices for goods or services not received
- Counterfeit products, or products of lesser specification than paid for
- Corruption or bribery in procurement process
- False claims of damages or loss.

4. Responsibilities

4.1. Chief Executive Officer (CEO)

Accountable for the effectiveness of arrangements for countering fraud and managing finances.

4.2. Chief Financial Officer (CFO)

Overall responsibility for managing the risk of fraud has been delegated to the CFO. The CFO's responsibilities include:

- Undertaking a regular review of the fraud risks

- Establishing an effective anti-fraud policy and fraud response plan, appropriate to the level of fraud risk
- Design of an effective control environment to prevent fraud
- Establishing appropriate mechanisms for:
  - reporting fraud risk issues
  - reporting significant incidents of fraud or attempted fraud to the Board
  - Co-ordinating assurances regarding the effectiveness of the Anti-Fraud policy
- Ensuring all employees are awareness of our Anti-Fraud Policy and appropriate training provided appropriate to their roles and risk
- Ensuring that vigorous and prompt investigations are carried out if fraud occurs or is suspected
- Taking appropriate legal and or/disciplinary action against perpetrators of fraud in accordance with PoJL disciplinary procedures
- Taking appropriate action to recover losses.

4.3. Directors, Deputy Directors, Heads of Department, Managers and Supervisors.

The prevention and detection of fraud lies primarily with Directors, Deputy Directors, Heads of Department, Managers and Supervisors who are responsible for:

- Reporting fraud or suspected fraud to the CFO and CEO
- Ensuring that an adequate system of internal control exists within their areas of responsibility and that controls operate effectively to preventing and detect fraud as far as practicable to the assessed risks. This includes appropriate training and/or awareness of potential fraud in their areas of work
- Ensuring that controls are being complied with and their systems continue to operate effectively
- Implementing new controls to reduce the risk of similar fraud occurring where frauds have taken place.

4.4. All employees, contracted staff, volunteers, contractors, and individuals in commercial relationships with PoJL

Responsible for:

- Following all policies and procedures issued by PoJL that may include controls to prevent fraud
- Acting appropriately in the use of PoJL resources and the handling and use of funds whether they are involved with cash, receipts, payments, stock or dealing with contractors and suppliers
- Being alert to the possible fraud indicators such as unusual behaviours, missing documentation, lifestyle changes, working patterns and revenue trends
- Being alert to the fact that certain work (such as involvement in purchasing decisions) may expose them or their colleagues to a greater risk from corruption, and that they should seek guidance from senior management if they or their colleagues are offered any form of inducement

- Alerting their line manager when they believe the opportunity for fraud exists e.g. because of poor procedures or lack of effective oversight
- Reporting immediately if they suspect that fraud or corruption has been committed or see any suspicious acts or events to either management, or in line with the PoJL Speak Up policy available to all employees on DMS; and
- Cooperating fully with whoever is conducting internal checks or reviews or fraud.

5. Policy

5.1. PoJL upholds a zero-tolerance approach to fraud, corruption, and bribery. All employees contracted staff, volunteers, contractors, and individuals in commercial relationships with PoJL are expected to report known or suspected fraud. Each case will be treated seriously and thoroughly investigated and dealt with appropriately, potentially invoking PoJL Disciplinary procedures and could result in dismissal and legal action.

6. Policy Compliance

6.1. Exemptions

6.1.1. There are no exemptions to this policy.

6.2. Non-compliance

6.2.1. Non-compliance with this policy could result in disciplinary action, which may include termination of employment. Serious or illegal acts of fraud will be reported to the police and may result in civil action.

7. Ownership and approval

7.1. The Chief Financial Officer is the owner of this document and is responsible for ensuring it is reviewed and approved on or before the date set out in item 8.2.2 below.

7.2. The current version of this document is available to all employees and is published on the corporate Document Management System (DMS).

7.3. This policy was approved by Ports of Jersey Board on the 18th September 2025 and is issued on a version-controlled basis under the signature of the Chief Financial Officer.

Name: [redacted]

Signature: [redacted] Date: 04/11/2025

8. Document Control

8.1. Version history

Issue	Description of change	Approval	Date of issue
1.0	**First Issue replacing PoJ Handbook**	**PoJL Board**	**04/11/2025**

8.2. Review date

8.2.1. Date last reviewed: First issue

8.2.2. Next review date: As per DMS system metadata (2 years)

9. Related Polices, Standards, Guidelines and Procedures

9.1. Ports of Jersey Limited Speak-Up policy

9.2. Ports of Jersey Limited Procurement policy

9.3. Ports of Jersey Limited Gift and Hospitality policy

Speak Up Policy

PORTS OF JERSEY

1. Purpose

1.1. The aim of this policy is to outline Ports of Jersey Limited's (PoJL) Speak Up policy. At PoJL, we are committed to upholding an open and transparent environment where everyone feels empowered to speak up. Every employee plays a crucial role in maintaining a culture of openness and trust, and we encourage all individuals to speak up if they encounter behaviour that is inconsistent with these values and our policies. If you have serious concerns, you can be assured that they will be treated professionally, confidentially, and consistently, and that you can raise these without fear.

2. Scope

2.1. It is everyone's duty to speak up about anything serious, and 'everyone' includes our employees and people who may work with us such as business partners, contractors, volunteers and self-employed workers. They are all encouraged to follow this policy.

2.2. It is not appropriate to use this policy to report events that are:

- An immediate threat to life or property - please follow your emergency procedures
- Grievances you may have in relation to your terms of employment - please follow our employee grievance procedure
- Settle personal or legal disputes
- Make accusations which you know are false. Doing so may lead to disciplinary measures
- Regulatory/mandatory reports that are in scope of any safety or security reporting procedures outline within ICAO Annexe 13, Mandatory Occurrence Reporting for example, and reporting policies / procedures within PoJL Safety Management Systems publications should be followed accordingly.

2.3. Genuine and 'serious concerns' on something about PoJL activities, or those of someone employed by us, and those activities might typically include:

- A criminal offence, failure to comply with a legal obligation or miscarriage of justice
- Breaches of our Code of Conduct or related policies, standards, procedures and guidance, including any applicable industry or professional code
- Improper conduct or unethical behaviour or behaviours which are not in accordance with our values
- Dangers to health and safety or the environment
- The deliberate concealment of information about any of the above
- Retaliation against those raising concerns.

3. Policy

3.1. PoJL strives for a culture where speaking up happens freely through conversations with your manager and appropriately raised challenges can be resolved quickly. This approach is encouraged as one of the easiest and simplest ways to resolve matters. However, this policy will outline alternative reporting processes, and there are other options in terms of who you can speak to, depending on what feels most appropriate to you and your concerns which are outlined in the remainer of this policy.

3.2. Reporting process

Employees are to report concerns through the following channels, ideally starting with your line manager:

4) **Directly to the supervisor, or manager with responsibility for the area concerned.**
4) **Human Resources department**
4) **Ports Executive Team Director, or Deputy Director**
4) **Speak Up portal/hotline (see Appendix A – Speak Up channels)**

Reports can be made anonymously, and confidentiality will be maintained to the fullest extent possible. All reported concerns will be taken seriously and investigated promptly and impartially.

3.3. Protection against retaliation

Retaliation against individuals who report concerns in good faith is strictly prohibited. Employees who report concerns will not face adverse actions, harassment or discrimination as a result of their report. Any acts of retaliation will be subject to consideration of disciplinary in line with PoJL disciplinary policy.

3.4. Confidentiality

Information provided in reports will be handled confidentially and disclosed only to those individuals involved in the investigation or as required by law or to meet our regulatory obligations.

Anonymity will be fully respected possible, while still allowing for a thorough investigation to be carried out.

3.5. Investigation and resolution

Reported concerns will be investigated promptly, thoroughly, and impartially by designated individuals and departments.

Employees involved in the investigation will be provided with updates on the status and outcome of the investigation to the fullest extent possible without compromising confidentiality.

3.6. Non-retaliation reporting

Employees who witness, experience or suspect retaliation against individuals who have reported concerns are encouraged to report such incidents through the same channels outlined in this policy as they deem appropriate from the options detailed in Appendix A.

3.7. External reports

PoJL would like you to raise any concerns internally first unless there is a legal or regulatory obligation to immediately report the event to an external party (i.e. the Police). This gives us the chance to look into the concerns through internal procedures and would encourage you to only consider making a disclosure to any outside agency [such as a professional

body/regulatory authority, legal representative, Jersey Advisory and Conciliation Service or the Police], once all the internal options have been exhausted. For clarity, this policy is not intended to replace any statutory safety or security confidential reporting procedure such as ICAO Annexe 13, Mandatory Occurrence Reporting for example.

It would be prudent to take advice from a trade union representative or professional body before you decide to make an external disclosure. Talking to the media should be considered very much as the last resort.

Provided you have followed this Speak Up policy and acted in good faith, you should feel able to make an external disclosure without fear of disciplinary action or other sanctions being taken against you.

4. Responsibilities

4.1. All employees

- All employees should Speak Up if they have a genuine and serious concern and ensure they read and understand this policy. Do not wait for proof if you have a reasonable belief or assume someone else will report a concern
- All employees must uphold the value of openness and not treat colleagues badly for reporting in good faith. Failing to do so could risk a further investigation and you being found personally liable for your behaviours.

4.2. Managers, Officers, and Board members

- Lead with integrity and reinforce PoJL core values
- Embed a Speak Up culture and create an environment where employees feel comfortable Speaking up and raising concerns to management
- Ensure that where appropriate reports received by the business are investigated by a competent and impartial person and appropriate actions taken
- Keep the identity of reports confidential where practicable
- Uphold the anti-retaliation measures within this policy.

4.3. Investigators

- Conduct impartial investigations of all Speak Up reports that are assigned to them under this policy
- Keep the identity of reports confidential to the fullest extent practicable
- Participate in investigator training
- Take necessary measures to uphold the anti-retaliation measures within this policy.

5. Policy compliance

5.1. Exemptions

5.1.1. There are no exemptions to this policy.

5.2. Non-compliance

5.2.1. Non-Compliance with this policy could lead to disciplinary action up to and including termination of employment.

6. Ownership and approval

6.1. The Chief Financial Officer is the owner of this document and is responsible for ensuring it is reviewed and approved on or before the date set out in item 7.2.2 below.

6.2. A current version of this document is available to all employees and is published on the corporate Document Management System (DMS).

6.3. This policy was approved by Ports of Jersey Board on the 18th September 2025 and is issued on a version-controlled basis under the signature of the Chief Executive Officer.

Name: [redacted]

Signature: [redacted] Date: 4th November 2025

7. Document Control

7.1. Version history

Issue	Description of Change	Approval	Date of Issue
1.0	First issue replacing PoJL Handbook	PoJL Board	04/11/2025

7.2. Review date

7.2.1. Date last reviewed: First Issue

7.2.2. Next review date: As per DMS System metadata (2 years)

8. Related polices, standards, guidelines and procedures

8.1. Ports of Jersey Anti-Fraud policy

8.2. Ports of Jersey Disciplinary policy

Appendix A – Speak Up channels

The following are options for you to speak up about a concern within PoJL:

Speaking with your Supervisor, or manager with responsibility for the area concerned



Speaking with a member of Human Resources



Speaking with a Director, or Deputy Director



If you feel that you can't raise your concern with any of the people listed above, or if you have but still have got concerns, you can use our "Speak up" service 24/7 by calling Safecall on [redacted] or submit a report online via www.safecall.co.uk.

"Speak up" is an anonymous, free and confidential service operated by Safecall. It is a completely independent organisation with staff trained to handle these reports. Your call will not be traced or recorded.

Safecall will review and pass all the information you give during the call or submitted via the online portal to one of three nominated Ports of Jersey representative's dependant on the contents of the call and potential conflicts. They will determine the next appropriate steps.

You can remain anonymous if you wish but we would encourage you to provide your contact details or take note of reference details they will provide you so that we can inform you of the progress of our review through the online portal, as well as asking for further information which may help investigations and outcome. It may be difficult for us to do a proper investigation if we cannot talk to you about other information we might need.

Safecall telephone Reporting

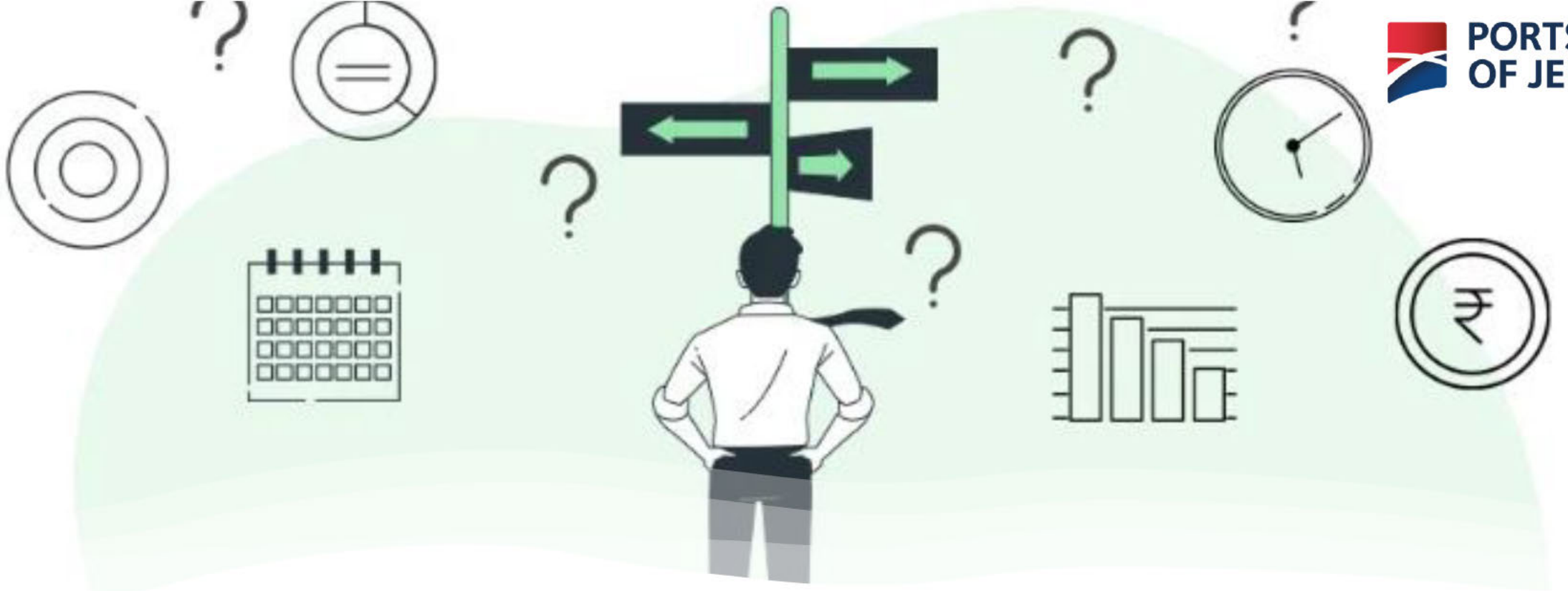


[redacted]

Safecall online reporting



[redacted]



PORTS OF JERSEY

Decision Making

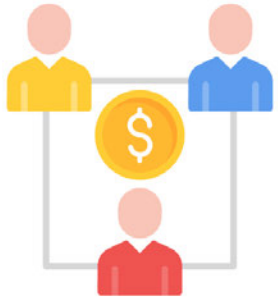
The Board have the responsibility of setting the direction, strategy and policies of POJL.

The Executive Team have the responsibility of daily management and decision making required to attain the direction, strategy and policies.

As the Board meets 6 times per year, it is necessary to delegate an appropriate level of decision making to the Executive Team and then in turn to Senior Managers.

The following delegations have been set by the Board.

Decision Making



PORTS OF JERSEY

Financial Delegations

Function Delegated	Level 1 £	Level 1 Delegate	Level 2 £	Level 2 Delegate	Level 3 £	Level 3 Delegate	Level 4 £	Level 4 Delegate	Level 5 £	Level 5 Delegate	Level 6 £	Level 6 Delegate	Level 7 £	Level 7 Delegate
Operating Expenditure	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 50,000	Extended Exec Group	< 15,000	Deputy Director/ Head of Department	< 5,000	Budget Holder	< 3,000	Supervisor
Capital Expenditure	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 50,000	Extended Exec Group	< 15,000	Deputy Director/ Head of Department	< 5,000	Budget Holder	< 3,000	Internal Project Manager
Tender Acceptance	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 50,000	Extended Exec Group	< 15,000	Deputy Director/ Head of Department	< 5,000	Budget Holder	< 3,000	Supervisor
Signing fornal contracts and forms thereof	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 50,000	Extended Exec Group	< 15,000	Deputy Director/ Head of Department	< 5,000	Budget Holder	< 3,000	Supervisor
Appointment of consultants	> 500,000	Requires Board Resolution	< 500,000 and < 50 yrs	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 50,000	Extended Exec Group	< 15,000	Deputy Director/ Head of Department	< 5,000	Budget Holder	< 3,000	Supervisor
Writing off of income	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 50,000	Extended Exec Group	< 15,000	Deputy Director/ Head of Department	< 5,000	Budget Holder	< 3,000	Supervisor
Approval for Discounts	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 50,000	Extended Exec Group	< 15,000	Deputy Director/ Head of Department	< 5,000	Budget Holder	< 3,000	Supervisor

Decision Making

Property Delegations



KEY	
CEO	Chief Executive Officer
CFO	Chief Financial Officer
COO	Chief Operating Officer
CPSD	Chief People and Sustainability Director
EEG	Executives, Deputy Directors
GPM	Group Property Manager
GCM	Group Commercial Manager
HM	Harbour Master
AD	Airport Director
HoHR	Head of HR
HoP	Head of Procurement
HoIDP	Performance
SEMO	Senior Estate Management Officer

PORTS OF JERSEY

Function Delegated	Level 1 £	Level 1 Delegate	Level 2 £	Level 2 Delegate	Level 3 £	Level 3 Delegate	Level 4 £	Level 4 Delegate	Level 5 £	Level 5 Delegate
Disposal of land transferred from Public at incorporation (includes wayleaves & rights)	> 500,000	Requires Board Resolution & notification to Shareholder	< 500,000	Requires Board Resolution & notification to Shareholder	< 100,000	Requires Board Resolution & notification to Shareholder	< 25,000	Requires Board Resolution & notification to Shareholder	< 5,000	Requires Board Resolution & notification to Shareholder
Disposal of land or buildings acquired post incorporation or buildings (includes wayleaves & rights)	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 25,000	Requires approval from 2 of CEO, CFO, GPM	< 15,000	Requires approval from 2 of CEO, CFO, COO, GPM
Acquisition of land/building (includes wayleaves & rights)	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 25,000	Requires approval from 2 of CEO, CFO, GPM	< 15,000	Requires approval from 2 of CEO, CFO, COO, GPM
Any freehold letting in/out £pa	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000 and < 9 years	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 25,000 and < 9 yrs	Requires approval from 2 of CEO, CFO, GPM	< 15,000 and < 9 yrs	Requires approval from 2 of CEO, CFO, COO, GPM
Any leasehold letting in/out £pa	> 500,000 and/or > 50 yrs	Requires Board Resolution & notification to Shareholder	< 500,000 and < 50 yrs	Requires DP to be approved by CEO & CFO	< 100,000 and < 9 yrs	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 25,000 and < 9 yrs	Requires approval from 2 of CEO, CFO, GPM	< 15,000 and < 9 yrs	Requires approval from 2 of CEO, CFO, GPM
Any License £pa (at commencement)	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 25,000	Requires approval from 2 of CEO, CFO, GPM, GCM, HM, AD	< 15,000	Requires approval from 2 of CEO, CFO, GPM, GCM, HM. AD
Permitted Consent within lease: Assignments	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 25,000	Requires approval from 2 of CEO, CFO, GPM	< 15,000	Requires approval from 2 of CEO, CFO, GPM
Consent to vary existing lease (value of passing rent at time decision is made)	> 500,000	Requires Board Resolution	< 500,000	Requires DP to be approved by CEO & CFO	< 100,000 and < 9 years	Requires DP to be approved by 2 Executive Directors, one of which must be CEO or CFO	< 25,000 and < 9 yrs	Requires approval from 2 of CEO, CFO, GPM	< 15,000 and < 9 yrs	Requires approval from 2 of CEO, CFO, GPM

Decision Making

Contract Signatory Delegations



KEY	
CEO	Chief Executive Officer
CFO	Chief Financial Officer
PET	Ports Executive Team member
CISO	Chief Information Security Officer
DPO	Data Protection Officer

PORTS OF JERSEY

Function Delegated	Level 1 Scope	Level 1 Delegate	Level 2 Scope	Level 2 Delegate	Level 3 Scope	Level 3 Delegate	Level 4 Scope	Level 4 Delegate
General contracts and agreements	Contracts directly relating to the administration of PoJL	CEO or CFO or CoSec	Corporate contracts (e.g. Insurance policies, Service contracts, etc)	PET member	Commercial partner contracts/agreements	Head of Commercial	Departmental level contracts	Head of Department or nominated signatories, listed in a departmental contract delegate register
Data Sharing Agreements (Business Data)	Any contract authorising the sharing of Ports' data with a 3rd party	PET member or Relevant Head of Department (Data Owner) / Deputy Director or CISO *Agreement must be reviewed by DPO prior to signing.						
Data Sharing Agreements (PII)*	Any contract authorising the sharing or processing of Personal Identifiable Information (PII) with a 3rd party	PET member or Relevant Head of Department (Data Owner) / Deputy Director or CISO *Agreement must be reviewed by DPO prior to signing.						
Non Disclosure Agreements (NDA)	All NDAs	PET member or Relevant Head of Department (Data Owner) / Deputy Director or CISO *Agreement must be reviewed by DPO prior to signing.						
Service Level Agreements	All SLAs	PET member or Relevant Head of Department / Deputy Director or Nominated signatories listed in the contract delegate register						
Departmental contract register	Contract register	PET member or Relevant Head of Department / Deputy Director						

Notes:

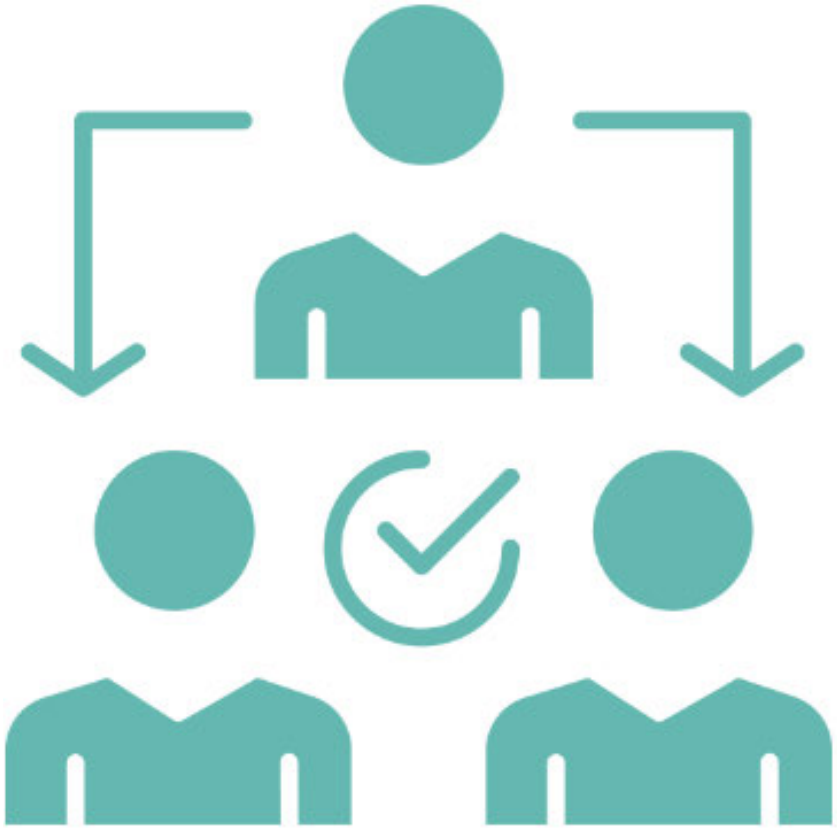
1) Signatories cannot delegate signing responsibility to someone in a lower scope.
2) Someone listed in a higher scope automatically has authority to sign contracts in lower scopes

Decision Making

Other non-financial delegations

Permitted Consent within Lease: Structural Alterations	CFO, GPM
Permitted Consent within Lease:Market Rent Reviews	CFO, GPM
Permitted Consent within Lease: JRPI Rent Reviews	CFO, GPM
Royal Court Appearances	CFO or Power of Attorney to Lawyer
Utility Company Applications	GPM, SEMO, EEG
Planning Law (applications & building regulations)	CEO, CFO
Rates Law Declarations	GPM, SEMO
Instructions to Lawyers	CFO, CPSD, HRM, GCM, HoP, GPM, COO, EEG, HoIDP

KEY	
CEO	Chief Executive Officer
CFO	Chief Financial Officer
COO	Chief Operating Officer
CPSD	Chief People and Sustainability Director
EEG	Extended Exec Group - Exec Directors, Executives, Deputy Directors
GPM	Group Property Manager
GCM	Group Commercial Manager
HM	Harbour Master
AD	Airport Director
HoHR	Head of HR
HoP	Head of Procurement
HoIDP	Head of Infrastructure and Development Performance
SEMO	Senior Estate Management Officer



Internal Governance

General

- The Ports of Jersey Community Boost is made available from the profits made by Ports of Jersey.
- There is a total amount of £30,000 available in funding for Community Boost.
- The Fund application process will be reset after the final application process closes each year.
- All applications will be vetted by the Sustainability and Community Value team.
- Applications will be reviewed three times per year by the Community Boost Panel.
- Any decisions made by Ports of Jersey is final and no correspondence will be entered into once allocation decisions have been made.
- We are looking for applications that link to Ports' People and Planet Plan and our Strategic Business plan. For example, sustainability, digital innovation, education and diversity, equity and inclusion.
- Each of the three areas for applications will have a specific application date and cut off point as follows:

2024

Area	Date opens	Date closes	Decision made by
Digital innovation for sustainability and community value	29th April 2024	31st May 2024	30th June 2024
Environmental Sustainability	25th July 2024	10th September 2024	15th October 2024
Diversity, equity and inclusion, community wellbeing and education	16th October 2024	16th November 2024	15th December 2024

2025 onwards

Area	Date opens	Date closes	Decision made by
Digital innovation for sustainability and community value	2nd January	28th February	15th April
Environmental Sustainability	15th April	10th June	31st July
Diversity, equity and inclusion, community wellbeing and education	1st August	30th September	15th November

Application Process

- All applications must be made via the online form - [redacted]
- To be considered, all applications must be completed in full. After an initial assessment, additional information may be requested.
- Assistance for applying is available via the Sustainability and Community Value team at [redacted]
- Applications can only be made by local charities registered with the Jersey Charities Commission. We have made this decision to ensure all charities that are awarded Community Boost funding meet our governance requirements. To acquire a charity number through the Commission, each charity must meet the requirements of a "charity test", along with ensuring compliance and reporting on an annual basis.

Funding Amount and Projects

- There will be £10,000 allocated for each of the three rounds of funding which, depending on the applicants, will either be awarded to one, larger project, or multiple smaller ones. We encourage local charities of all sizes to apply for projects up to £10,000. We will also consider part-funding or working in partnership for a more expensive project if it is a relevant initiative.
- Charities that have received funding through Community Boost cannot be considered for further funding until three years after the receipt of funds.
- Charities that were in partnership with the Ports of Jersey or have previously been one of our 'chosen Charity Partners' prior to 2024 can be considered.
- Key areas that link to Ports' Planet and People Plan and Strategic Business Plan are:
    - Digital innovation for sustainability and community value
    - Environmental sustainability
    - Diversity, equity and inclusion, community wellbeing and education
- Some projects may cover more than one area and therefore are able to apply more than once.

The Community Boost Panel

The Ports of Jersey Panel will include:

- One member from the Ports Executive Team
- One member from the Marketing and Communications team
- Three members from the Sustainability and Community Value Team
- Two employee representatives from our Sustainability and Community Value champions.

The panel will use their local knowledge and expertise to ensure that any funds are used to deliver the greatest possible benefits to the local community.

Their decision on who will receive funding will be carefully considered and no explanation will be given as to why charities were and were not chosen.

The Panel will be chaired by the Head of Sustainability and Community Value.

The Panel will sit three times a year to review applications. The meetings will be arranged within one month of the application closing date.

All Panel meetings will be captured with minutes.

Considerations for applications

To ensure fair judgement for applications, we will have some key criteria:

- We will consider financial value versus impact
- We will consider alignment to our business values and any benefits to our operations as an airport and harbour
- We will consider benefits achieved to the Island community
- We will consider potential partnerships for larger projects
- We will consider timescale and deliverability

We will not consider any applications for the following:

- Any donations that support causes or beneficiaries that are not based in Jersey.
- Sponsorship of sports teams, kits, or individuals
- Religion or political associations
- Anything that may pose a health, safety or reputational risk.
- Applications where funding is for recurrent expenditure such as, but not limited to, covering salaries, running costs, operational costs.
- Funding for any project that are retrospective or have been delivered.

Successful Applicants

Once funding decisions have been made, we will commence correspondence with successful applicants. We will request that, before receiving funding, successful applicants sign a Partnership Agreement, which will detail how much funding the charity will receive and the aims and benefits of the project that the funding will go towards.

We will remain in contact with the chosen charities to ensure consistent communication and project success and feedback, and we will work with the chosen charities to develop a reporting and communications strategy.

Payment for successful applications

Once the agreement is signed and details for payment received, payment will be made within 30 days. Payment will be processed through a Purchase Order.

Funding is restricted to the purpose stated on the application and agreement.

All details and data relating to any successful beneficiaries of the fund will be held by the airport in line with prevailing GDPR regulations.

Data Protection

During the application process, we will collect, store and process data in accordance with our Privacy Policies. We will use personal data such as your contact details and name to communicate with you during the application process and with funding recipients, following up after funding has been awarded.

For successful applications, we will share the name and details of the sponsorship, including the amount donated, and may ask the charity/organisation to take part in publicity/marketing activity in relation to their project. This publicity would be conducted through our website and social media channels as well as local media channels.

Documentation and retention

All documents relating to the Community Boost fund will be saved in the management documents folder on Sharepoint under a folder called Community Boost.

We will collect data on applications throughout the period of the application process and will delete any non-relevant information about unsuccessful applications by 31st December of the relevant year.

All applications information made through the Forms application will be stored through Forms and may be kept for longer.

Alignment to Island Outcome Indicators

POJ SBP Pillar	POJ Objective	Mapped to Island Outcome Indicators
Customer & Connectivity	Expand Jersey's connectivity to enhance the lives of islanders and support our economy	• **Health & wellbeing:** access to off-island treatments • **Learn & grow**: access to off-island educational & training opportunities • **Business Environment:** Connectivity supports industry contributing to attractiveness & connectivity • **Jobs & Productivity growth:** Connectivity contributes to attractiveness for talented people to come to Jersey
	Work with Government to secure robust and resilient life-line ferry services	• **Safety & Security**: Fit for purpose and resilient infrastructure to allow the movement of goods and people at all times being "open, safe & secure"
	Put the customer at the heart of what we do, making travel faster, friendlier and easier	• **Health & wellbeing:** ensure accessibility & inclusivity for all our passengers – opening up travel to be accessible to all (PRM service)
	Embrace new technology to deliver efficiencies, add value and bring a Jersey "sense of place"	• **Business Environment:** Attractive and efficient gateways are the first impression people have of Jersey • **Jobs & Productivity growth:** Efficiencies that make travel and import/export easier improve business cases for industry and allow them to grow
	Support the Government and our business partners to grow the visitor economy	• **Business Environment:** Connectivity supports industry contributing to attractiveness & connectivity a well as opening up new routes and markets for the tourism industry
Investing in Jersey	Investing in our critical infrastructure, ensuring it is "fit for purpose" and has the capacity to meet future demand	• **Safety & Security**: Fit for purpose and resilient infrastructure to allow the movement of goods and people at all times being "open, safe & secure" • **Affordable Living:** Infrastructure to maintain affordable supply chains • **Built environment:** Developing our critical infrastructure mindfully (where possible) ensure at all times that implications for transport links are prioritised and balanced with sustainability • **Natural environment:** Inline with our Ports People & Planet Plan, ensure our developments are sustainable and consider the natural environment making effects to enhance • **Sustainable Resources:** Ensure steps are considered and taken to safeguard natural resources and transition to

Alignment to Island Outcome Indicators

		sustainable utilities where viable options are possible
	Regenerating our estate at the Harbour to support maritime and visitor economies, whilst creating vibrant facilities to benefit the whole island	• **Health & wellbeing & Vibrant & inclusive community:** creation and improvement of areas of public realm • **Affordable Living:** Redeveloping out estate and providing Government with land use options • **Built environment:** Developing our estates to enhance the character of Jersey, improving transport links, public realm • **Natural environment:** Inline with our Ports People & Planet Plan, ensure our developments are sustainable and consider the natural environment making effects to enhance
	Developing our Marine Services business, diversifying our income whilst supporting sustainable innovation and entering new markets	Diversification of out income streams allows us to be more resilient and improve our returns that we can reinvest in our core services – this was a key premise of incorporation
	Developing our facilities to be accessible to all, whilst unlocking the value in all our assets	• **Health & wellbeing & Vibrant & inclusive community:** creation and improvement of areas of public realm • **Affordable Living:** Redeveloping out estate and providing Government with land use options
Inspired, Empowered People	We will champion inclusivity and reflect the diversity of our Island	• **Health & wellbeing:** access to environments to are inclusive to all • **Learn & grow**: access to variety of careers made to be inclusive to all • **Jobs & Productivity growth:** access to ever changing career paths embracing new technology
	Prioritise employee wellbeing building a sense of belonging & an environment in which our teams can be their best	• **Health & wellbeing:** access to environments to are inclusive to all • **Learn & grow**: access to variety of careers made to be inclusive to all • **Natural environment:** Inline with our Ports People & Planet Plan, ensure our developments are sustainable and consider the natural environment making effects to enhance – including the development of our facilities for our employees
	Foster pathways to attract, inspire, develop and retain homegrown talent, giving our employees the opportunity to reach their potential	• **Health & wellbeing:** access to inclusive and welcoming work environments with clear pathways and training to support employees and provide opportunities for school leavers and graduate to remain on-island • **Learn & grow**: access to off-island educational & training opportunities –

Alignment to Island Outcome Indicators

		allowing employees to access off island learning whilst being employed on island • **Jobs & Productivity growth:** Connectivity contributes to attractiveness for talented people to come to Jersey
	Embrace technology to support the way we work, enabling growth in productivity as we grow our talent	• **Jobs & Productivity growth:** Embracing new technology expands existing jobs and creates new jobs, with further opportunities for diversification – providing employees with challenge and motivation • **Learn & grow**: embracing new technology gives our employees the opportunities to learn new skills or enhance current skills
	Purpose & values led, creating a welcoming, empowered, positive, accountable, inclusive, fun & healthy culture	• **Health & wellbeing & Vibrant & inclusive community:** creation of inclusive and diverse workforce – improving mental health and general well-being
Building a Sustainable Future	We will be net zero in respect of our own emissions by 2030	Aligned with Government Environmental Wellbeing Indicators: **Built Environment** **Natural Environment** **Sustainable Resources** Also aligned with **GoJ Carbon Roadmap**
	We will support our business partners and customers to reduce their greenhouse gas emissions by 30% (v2019) by 2035	
	We will preserve Jersey's water & promote thriving biodiversity, increase land & sea habitats by 30% of our footprint by 2030	
	We will design out waste, with 100% of recyclable waste being recycled by 2030 and adhering to circular design practices	
	We will support our shareholder & sister entities to provide sustainable choices for islanders, visitors and investors	
	We will invest a minimum of 1,000 hours into community projects	• **Health & wellbeing & Vibrant & inclusive community:** Well documented that community service enhances mental wellbeing of employees as well as having positive impact on our community with the service we volunteer



Principal Port Operator's Licence

for

Ports of Jersey Limited

JERSEY COMPETITION REGULATORY AUTHORITY

Licence issued to

Ports of Jersey Limited

under the

Air and Sea Ports (Incorporation) (Jersey) Law 2015

The JCRA, in exercise of the power conferred on it by the Air and Sea Ports (Incorporation) (Jersey) Law 2015, grants to the Licensee, as Principal Port Operator, a Licence to carry out Port Operations in Jersey (as these terms are defined in the Conditions of this Licence) within, to and from Jersey and subject to the Conditions, all lawful Directions of the JCRA, and all applicable laws, rules, regulations, ordinances and orders of the States of Jersey.

DATED 1 November 2015

SIGNED

[redacted]
Chief Executive,
Jersey Competition Regulatory Authority

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 A word or expression that is used in the Licence and the Conditions and is also used in the Law has, except where otherwise stated in the Licence or Conditions, the same meaning in the Licence and the Conditions as it has in the Law. In addition, the expressions set out below have the same meanings given to them below:

"Access": means the ability to obtain a required service, facility or function;

"**Airport Area"**: means an area, designated by the JCRA, which requires a Port Operations Licence

"Associated Company": means a company that controls or is controlled by the Licensee or which is under the control of the same person or persons as control the Licensee;

"Conditions": means Conditions 1 through to 23 of this Licence, as may be amended, revoked or added to by the JCRA from time to time;

"**Direction"**: means a written statement issued by the JCRA to the Licensee with which a Licensee must comply;

"Equal Access": means a facility provided whereby a User can access the Port Operations offered by another Licensed Operator;

"Force Majeure": means any cause affecting the performance by the Licensee of any obligation hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental or States' acts or regulations, fire, flood, inclement weather, terrorism or any disaster or an industrial dispute affecting the provision of Ports Operations. Any act, event, omission, happening or non-happening only will be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its officers, contractors, sub- contractors, agents, servants or employees;

"JCRA": means the Jersey Competition Regulatory Authority;

"Joint Venture": means a business arrangement in which undertakings are jointly controlled by two or more other undertakings, allowing the sharing of skills and resources.

"Law": means the Air and Sea Ports (Incorporation) (Jersey) Law 2005

"Licence": means this Licence to run Port Operations, subject to the Conditions;

"Licence Commencement Date": means the date on which this Licence is signed by the JCRA;

"Licence Fee": means the fee prescribed by the JCRA under Article 16 of the Law and payable by the Licensee;

"Licensed Port Operator": means a person with overall responsibility for the management of all of the Air or Sea Port Area, as designated by the JCRA;

"Licensee": means Ports of Jersey Limited;

"Other Licensed Operator": means any person who, other than the Licensee, holds a licence granted and in force under the Law;

"Port Operations": has the same meaning as set in the Law;

"Principal Port Operator": means a person or organisation that has overall management of all of a Port Area;

"Public Service Obligations": means the functions referred to in the Law as 'Public Service Obligations' which may be amended by Order of the Minister;

"Sea Port Area": means an area, designated by the JCRA, which requires a Port Operations Licence

"User": means a person, organisation or other entity that is a consumer of Port Operations;

1.2 In the Licence and these Conditions, unless the context indicates a contrary intention:

(a) references to Conditions, paragraphs and subparagraphs are to Conditions, paragraphs and subparagraphs of the Conditions, as varied from time to time in accordance with the Conditions;

(b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions, and reference to such a document is to that document as varied from time to time;

(c) headings used for Conditions, paragraphs and subparagraphs are for ease of reference only and will not effect the interpretation of the Conditions;

(d) references to any law, rule, regulation, ordinance, order or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same;

(e) use of the word 'includes' or 'including' should be construed as being without limitation;

(f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

(g) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

(h) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

(i) A reference to any party shall include that party's personal representatives, successors and permitted assigns; and

(j) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

2. SCOPE OF LICENCE

2.1 This Licence authorises the Licensee to carry out Port Operations in Jersey.

2.2 The Licensee shall ensure the provision of safe, secure and efficient Port Operations for Jersey, whether by itself or by any other person acting as its subsidiary, agent, employee or subcontractor.

2.3 For the avoidance of doubt, this Licence shall be non-exclusive.

2.4 The Licence is personal to the Licensee and the Licensee shall not:

(a) sub-licence, assign or grant any right, interest or entitlement in the Licence nor transfer the Licence to any other person; or

(b) sell or pledge any of its assets which are necessary to provide the Port Operations which the Licensee is obliged to provide under this Licence, unless such assets are immediately replaced with equivalent assets, without the prior written consent of the JCRA, such consent not to be unreasonably withheld.

Condition 2.4 does not apply to:

(i) a mortgage or other transaction entered into for the purpose of securing borrowing of the Licensee or a Subsidiary of the Licensee, or a Joint Venture being borrowings for the purpose of the Licensed Port Operations or the provision thereof or anything incidental thereto; or

(ii) a transfer, assignment or other disposal of an interest in assets under an arrangement whereby the Licensee retains the use and benefit of such assets for the remainder of the useful life of such assets and for the duration of the Licence; or

(iii) a transfer, assignment or other disposal of assets made in the ordinary course of business.

2.5 Subject to Condition 8, the Licensee shall notify the JCRA of the occurrence of any of the following:

(a) any fact or event likely to materially affect the Licensee's ability to comply with any Condition including any change to the Port Operations which may detrimentally affect the permanence, availability or quality of the Port Operations;

(b) an insolvency-related event in respect of the Licensee or a Subsidiary of the Licensee or a Joint Venture, or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

2.6 The Licensee shall notify the JCRA:

(a) of any proposed Change of Control of the Licensee or Associated Company forthwith upon the Licensee, or its Chairman, Chief Executive Officer, Chief Operating Officer or any Director becoming aware of the proposed change; and

(b) in any event, on the occurrence of any Change of Control of the Licensee, within thirty (30) days of that event.

2.7 On receipt of notification of Change of Control, the JCRA may:

(a) approve, in writing, the change or the proposed change;

(b) disapprove, in writing, the change or the proposed change, giving reasons; or

(c) approve the proposed change or the change subject to the Licensee accepting a modification of the Licence under Article 17 of the Law,

and, or in addition to any of the above measures, the JCRA may issue such Directions to the Licensee or invoke any of the sanctions, penalties or remedies in the Law or the Licence as the JCRA considers necessary or appropriate.

In taking such action under this licence condition, the JCRA may have regard to whether or not the JCRA would have awarded the Licence to the Licensee had the Change of Control taken effect prior to the award.

2.8 In this Condition 2, "Control" shall mean any direct or indirect possession of any power or right that enables a person or group of persons to direct, or cause the general direction of, the management or policies of the Licensee or Associated Company by any means and in any event. A person or group of persons shall be deemed to Control the Licence if:

(a) he or they exercise or control the exercise of fifty (50) percent or more of the votes able to be cast at general meetings of the Licensee on all, or substantially all, matters; or

(b) he is or they are able to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all matters or is able to appoint or remove a majority of the governing body of the Licensee or Associated Company; or

(c) He or they exercises or controls the exercise of fifty (50) percent or more of the partnership or other ownership interests of the Licensee or Associated Company

and, in each case, reference to the Licensee or Associated Company shall include any person or group of persons who Controls the Licensee or Associated Company in any of such ways, and 'Change of Control' shall mean any change as a result of which any person or group or persons acquires Control.

2.9 The Licensee shall advise the JCRA, in writing, of any change of Chairman or Chief Executive Officer within thirty (30) days of the occurrence of that change.

2.10 The Licensee shall supply to the JCRA, in relation to itself and any Subsidiary which is controlled by the Licensee:

(a) a copy of its annual return on the same date on which it is required to be filed in accordance with the laws of Jersey;

(b) a copy of its annual report and accounts on the same date on which it is circulated to shareholders of the relevant body corporate; and

(c) in relation to any Subsidiary or the Licensee, where the relevant body corporate is not incorporated in Jersey, any returns, reports, accounts or other information under the laws of any applicable jurisdiction which are, in the opinion of the JCRA, analogous or equivalent to the above, at such times and in such forms as the JCRA directs.

2.11 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the Port Operations and for the exercise of its rights or discharge of its obligations under this Licence.

2.12 The Licensee shall ensure that:

(a) the administration and management of the business associated with the running (including establishment, maintenance and operation) of the Port Operations shall be conducted from the Bailiwick of Jersey; and

(b) its business is conducted in a manner which the JCRA is satisfied is on a normal commercial basis and at arm's length from the business of any of its shareholders or Subsidiaries, Associated Companies or Joint Ventures.

3. LICENCE FEE

3.1 The Licensee shall pay the Licence Fee in the manner directed by the JCRA.

3.2 Without prejudice to any remedies of the JCRA under this Licence or the Law, if the Licensee fails to pay any amount due to the JCRA under this Condition 3 by the due date, the unpaid amount will accrue interest daily from the due date to the date of payment at four (4) percentage points above the published base rate of the Bank of England.

4. COMPLIANCE

4.1 In addition to the Conditions, the Licensee shall comply with:

(a) any obligation imposed on it by the Laws or by any law, regulation, rule, ordinance or order; and

(b) any Direction duly issued by the JCRA under the Law or by any law, regulation, rule, ordinance or order of the States of Jersey or this Licence.

5. PROVISION OF INFORMATION

5.1 For the purpose of monitoring the Licensee's compliance with the Conditions and the law, the Licensee shall provide to the JCRA in the manner and at the times required by the JCRA, any documents, accounts, returns, estimates, reports or other information (whether financial, operational, technical or otherwise) including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.

5.2 The Licensee shall, within ninety (90) days of the Licence Commencement Date, provide the JCRA with a comprehensive report on its provision of port facilities and services, and the anticipated future use, and provide updates on the report as requested by the JCRA from time to time.

5.3 The JCRA may require an examination, investigation or audit of any aspect of the Licensee's business relating to the Port Operations or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the JCRA in relation to any such examination, investigation or audit. The JCRA may

issue Directions with regard to the manner in which such an examination, investigation or audit is carried out, including the creation of financial and/or technical specifications or documentation.

5.4 In particular, the JCRA may authorise a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the Port Operations to ensure compliance with the Conditions. The Licensee shall allow the JCRA's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Subsidiaries or Joint Ventures' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Subsidiaries or Joint Ventures, as may be required in order to carry out the examination, investigation or audit.

5.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit connected under this Condition.

6. MODIFICATION

6.1 The JCRA may from time to time modify, delete or add to any Condition in this Licence. Any modification, deletion or addition to the Conditions shall be made in accordance with Article 17 of the Law and any other requirements under any applicable law.

7. ENFORCEMENT AND REVOCATION

7.1 The JCRA may at any time revoke this Licence in accordance with the provisions and procedures set out in Articles 21 of the Law. The JCRA may also take any action to enforce any Condition of this Licence in accordance with Article 19 and 20 of the Law or any Direction issued relating to this Licence.

8. EXCEPTIONS AND LIMITATIONS OF THE LICENSEE'S OBLIGATIONS

8.1 If the Licensee is prevented from performing any of its obligations under this Licence because of Force Majeure:

(a) the Licensee shall notify the JCRA of those obligations it is prevented from performing and the reason why as soon as reasonably practicable; and

(b) the JCRA may suspend those obligations and the Licensee will not be liable to perform those obligations, for so long as the Force Majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this Licence or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternative sources, work-around plans or other means.

9. INTEGRITY OF PORT OPERATIONS

9.1 The Licensee shall take all reasonable steps to ensure the integrity of Port Operations and may refuse to carry out operations or provide services which it is obliged to a particular User if providing those services would or would be likely to cause damage or interference to Port Operations for Jersey.

9.2 The Licensee shall provide details with regard to any proposed refusal to the JCRA. The JCRA shall issue a determination on the matter.

10. MATTERS OF INTEREST TO JERSEY

10.1 The Licensee shall, in connection with its establishment, operation and maintenance of the Port Operations take reasonable steps to prevent any Port Operations from being used in, or in relation to, the commission of offences against the laws of Jersey.

11. TERM

11.1 The Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the Law and subject to any revocation by the JCRA.

12. MISUSE OF DATA

12.1 The Licensee shall not make use of any data of any nature which becomes available to it directly or indirectly as a result of its activities as a Principal Port Operator, in any way which, in the reasonable opinion of the JCRA, would unduly prefer the interests of any business carried on by the Licensee or a Subsidiary, Associated Company, or Joint Venture of the Licensee, or place Other Licensed Operators at an unfair disadvantage.

12. PUBLIC SERVICE OBLIGATIONS

12.1 The Licensee is responsible for discharging certain functions referred to in the Law as 'Public Service Obligations' ("PSO"). The Licensee shall comply with any Agreement with the Minister for the purpose, or in the absence of an Agreement, as directed by the Minister.

12.2 The PSO functions may be amended by Order of the Minister, and the Licensee shall advise the JCRA of any such amendments.

12.3 For the avoidance of doubt, the PSO do not form part of Port Operations covered by this licence.

13. DIRECTIONS OR GUIDANCE TO THE JCRA FROM THE MINISTER

13.1 The Licensee may be required to assist with the implementation of any Directions or guidance given to the JCRA under Article 27 of the Law which can only be implemented by, or with the assistance of, the Licensee.

14. CONSUMER PROTECTION

14.1 The Licensee shall, in the manner and at the times specified by the JCRA, publish the standard terms and conditions, including tariffs, under which it provides each category of Port Operations to Users. In the absence of any other Direction from the JCRA, the Licensee shall ensure that a current statement of all applicable terms and conditions is:

(a) filed with the JCRA; and

(b) promptly made available for inspection at the request of any member of the public or promptly sent to them by post and/or electronic means on request.

14.2 The JCRA may direct the Licensee to change the Licensee's standard terms and conditions.

14.3 The Licensee shall within three (3) months of the Licence Commencement Date publish an appropriate code of practice ("Consumer Code") for the resolution of User disputes. This may be an interim document, with the final version published within twelve (12) months. The JCRA may issue Directions to the Licensee specifying any modifications or additions that it considers should be made to the Consumer Code.

14.4 The Consumer Code shall identify a transparent, simple, inexpensive procedure in order to address, inter alia, the following:

(a) the appointment of a representative of the Licensee to be the first point of contact for Users;

(b) a means of recording complaints against and disagreements with the Licensee;

(c) the procedure and timeframe in which the Licensee will respond to complaints and disagreements;

(d) the method and duration of retention of records of complaints and disagreements; and

(e) the level of any compensation that the Licensee may offer where complaints have been upheld or not satisfactorily resolved.

If a complaint or disagreement remains unresolved for three (3) months, either party may refer it to the JCRA for determination.

14.5 The Consumer Code may be amended by the Licensee, provided that the Licensee shall notify the JCRA and publish the proposed changes twenty-eight (28) days in

advance of their coming into effect. The JCRA may issue Directions to the Licensee as to the changes, including but not limited to Directions not to make the changes, Directions to amend the changes further or Directions as to the timing of the changes.

14.6 The Licensee shall participate in good faith in any dispute resolution procedure established by the JCRA for the resolution of disputes.

14.7 The Licensee shall publish within three (3) months of the Licence Commencement Date a statement setting out the minimum service levels for Users in respect of each category of Port Operations it offers, and exceptions to these, and the compensation or refunds it will offer to Users or prospective Users where service levels are not met. The Licensee shall also submit the statement to the JCRA. This may be an interim document, with the final version published within twelve (12) months.

14.8 The JCRA may consult publicly on the statement provided in accordance with Condition 14.7 and issue Directions to the Licensee specifying any modifications or additions that it considers should be made to the statement. The Licensee shall then re-publish the statement in the agreed form, in accordance with any Directions as to publication made by the JCRA, and shall forthwith implement the same. The JCRA may from time to time issue further Directions requiring modifications or additions to the statement and as to its re-publication and implementation.

14.9 The Licensee shall submit at the end of every six (6) month period or at such intervals as the JCRA directs, a written report to the JCRA setting out:

(a) the extent to which the Licensee has succeeded in meeting the targets described in Condition 14.7;

(b) the compensation that has been paid in relation to complaints or disagreements where the Users' complaints were upheld and why complaints were dismissed; and

(c) such other matters that the JCRA directs should be included in the report.

14.10 The JCRA may require the Licensee to set up, at its expense, a user council or Councils for the specific purpose of obtaining and representing the views of Users.

15. DEVELOPMENT OF PORT OPERATIONS FACILITIES AND SERVICES

15.1 The Licensee shall develop and operate the Port Operations so as progressively to achieve standards in line with international best practice, relevant standards and other benchmarks as the JCRA may direct from time to time.

15.2 In order to meet the objectives set out in this Condition, the Licensee shall, within three (3) months of the Commencement Date submit to the JCRA a plan setting out the target levels it will achieve for Port Operations (to be known as the 'Port Operations Development Plan') and a monitoring plan (to be known as the 'Port

Operations Monitoring Plan') (together, "the Plans"), which provides for accurate measurement of each of the target levels.

15.3 The Plans will describe:

(a) how actual performance will be monitored;

(b) the process for the collection and analysis of suitable data; and

(c) the procedures for internal review and performance improvement planning by the Licensee.

15.4 The JCRA may direct the Licensee to update and resubmit the Plans.

15.5 The JCRA may direct the Licensee as to matters to be included in the Plans and may amend or replace such Direction.

15.6 The JCRA may include as a Condition of this Licence the targets specified by the Licensee in the Plan and the Licensee shall be deemed to be in breach of its Licence if the target levels are not achieved.

15.7 Within forty-five (45) days of the end of each six (6) month period, the Licensee shall provide the JCRA with a written report in a form required by the JCRA on its achievements under the Plans during the preceding six (6) months.

15.8 The Licensee shall comply with any Directions issued by the JCRA from time to time regarding any other quality of service indicators and measurement methods for Port Operations and shall, as and when required, supply to the JCRA in a form specified by the JCRA, the results of its measurements of actual performance against any quality or service indicators and measurements so specified, and the JCRA may publish or require publication of such information as it considers appropriate.

15.9 The Licensee shall provide such information as is required by the JCRA for the purpose of assessing service levels and the development of Port Operations.

16. CESSATION OF THE PROVISION OF THE PORT OPERATIONS

16.1 If the Licensee proposes to cease to provide all or a material part of the Licensed Port Operations it shall give not less than four (4) months notice in writing to the JCRA of the proposal and its plans in relation to the cessation. Such cessation shall be affected only with the consent of the JCRA in relation thereto and the Licensee shall comply with any such Directions.

16.2 At any time within four (4) months before the expiry of the Licence or if the JCRA receives a notice under this Condition or if the JCRA has made a decision pursuant to Article 21 of the Law to revoke the Licence, the JCRA may, after consultation with the Licensee, direct it in writing to take such steps as are specified in the Direction,

being steps the JCRA considers necessary or expedient to ensure the safety of the Port Operations or the continuity and continuation of the provision of Port Operations or any constituent parts thereof, and the Licensee shall comply with any such Directions.

17. EQUAL ACCESS

17.1 The Licensee shall at the request of an Other Licensed Operator or if directed by the JCRA make equal access available to that Other Licensed Operator. The JCRA may direct the terms upon which such Equal Access shall be provided and the JCRA may make subsequent Directions modifying or supplementing the regulation of Equal Access.

18. SEPARATION OF ACCOUNTS

18.1 Within six (6) months of the Licence Commencement Date, the Licensee shall confirm to the JCRA that it maintains accounting records in a form that enables the activities specified in any Direction given by the JCRA to be separately identifiable, and which the JCRA considers to be sufficient to show and explain the transactions of each of those activities.

18.2 The JCRA may require reports on the accounting records and/or activities from time to time. The JCRA may direct the Licensee as to the basis and timing of such reports as the JCRA may require.

19. CROSS SUBSIDISATION

19.1 The Licensee shall not unfairly cross subsidise or unfairly subsidise the establishment, operation or maintenance of any Port Operations.

19.2 To enable the JCRA to evaluate where any unfair cross-subsidisation or unfair subsidisation is taking place, the Licensee shall record at full cost, as defined by the JCRA, in its accounting records any material transfer of assets, funds, costs, rights or liabilities between a part and any other part of its business, and between it and its Associated Companies or any Subsidiary or Joint Venture of the Licensee, and shall comply with any Directions issued by the JCRA for this purpose.

20. UNDUE PREFERENCE AND UNFAIR DISCRIMINATION

20.1 The Licensee shall not show undue preference to, or exercise unfair discrimination against, any User regarding the provision of any Port Operations. The Licensee will be deemed to be in breach of this Condition if it favours any business carried on by the Licensee or a Subsidiary or Joint Venture or Other Licensed Operator so as to place Other Licensed Operators competing with that business at an unfair advantage in relation to any licensed activity.

21. LINKED SALES

21.1 The Licensee shall not make it a condition of providing any Port Operations, or providing Access that a User or Other Licensed Operator should acquire from the Licensee, or any person specified by the Licensee, any port services other than one that is specifically required by the person concerned, unless the Licensee has:

(a) notified the JCRA of its intention to do so; and

(b) has satisfied the JCRA that either there is a technical reason why such a bundling of port services should occur, or that there is a sufficient economic benefit to the Users to justify the bundling.

21.2 The provisions of this Condition shall not prevent the Licensee from offering discounts in accordance with any discount scheme which complies with the Condition relating to Price Regulated Services as set out in Condition 22.

22. PRICE REGULATED SERVICES

22.1 Where the Licensee intends to introduce:

(a) new prices for any Port Operations, or prices for new Port Operations to be introduced by the Licensee;

(b) any discounts or premiums to published prices for Port Operations within a relevant market in which the Licensee has been found to be dominant, or for any Users to whom additional services or goods are provided by the Licensee or any of its Subsidiaries or Joint Ventures; or

(c) special offers to all or any of its customers for particular categories of Port Operations where those Port Operations have been found to be within a relevant market in which the Licensee has been found to be dominant,

it shall publish the same at least twenty-one (21) days prior to their coming into effect or otherwise as required by the Law, and provide full details of the same to the JCRA.

22.2 The JCRA may determine the maximum level of charges the Licensee may apply for Port Operations within a relevant market in which the Licensee has been found to be dominant. A determination may:

(a) provide for the overall limit to apply to such Port Operations or categories of Port Operations or any combination of Port Operations;

(b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or

(c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.

22.3 All published prices, discount schemes and special offers of, or introduced by, the Licensee for Port Operations shall be transparent and non-discriminatory; all prices and discount schemes shall be cost-justified and all special offers shall be objectively justifiable.

22.4 If the JCRA, after consulting the Licensee and such other persons as it may determine, is satisfied that any published price, discount scheme or special offer is in breach of the Law or this Licence, the JCRA may, by issuing a Direction, require the Licensee to bring the relevant prices, discount schemes or special offers into conformity with the Law and/or requirements of this Licence.

23. FAIR COMPETITION

23.1 The Licensee shall:

(a) not abuse any position of significant market power and/or established position in any Port Operations;

(b) not engage in any practice or enter into any agreement that has the object or the likely effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Port Operations;

(c) comply with any Direction issued by the JCRA for the purpose of preventing any market abuse or any practice or arrangement that has the object or effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Port Operations.

ANNEX ONE: LICENSED PORT AREAS

This Licence covers the Port Areas as that property transferred to Ports of Jersey Limited by Part 2 of the Schedule to the Air and Sea Ports Incorporation (Transfer) (Jersey) Regulations 2015 on 1 October 2015.

These can be found in
http://www.statesassembly.gov.je/AssemblyPropositions/2015/P.80-2015.pdf

Air and Sea Ports (Incorporation) (Jersey) Law 2015

Case P-008: Regulatory Review of Air and Sea Port Operations

Final Notice of Directions to Ports of Jersey Limited

Document No: JCRA 24/58 Date: 13 November 2024

Jersey Competition Regulatory Authority
2nd Floor Salisbury House, 1-9 Union Street
St Helier
Jersey JE2 3RF
Tel 01534 514990

Web: www.jcra.je

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1. Executive summary

1.1 The Jersey Competition Regulatory Authority (the **Authority**) is issuing this Final Notice to confirm its exercise of a specified regulatory function, to determine the prices that Ports of Jersey Limited (**Ports of Jersey**) charges for products and services where it has been found to be dominant (**Regulated Services**). This includes services at the airport, harbour and marinas.

1.2 The pricing framework establishes a price control of Retail Price Index (**RPI**) + 1.8% applicable to Regulated Services, with effect from 1 January 2025 to 31 December 2029. The pricing framework includes a compliance and monitoring regime and a safeguarding approach, which provides the Authority with scope to vary the price control in response to material changes in forecast revenues or costs.

1.3 This Final Notice follows the issuing of an Initial Notice (JCRA 24/53) on 31 October 2024 which set out the proposed Directions. No representation was received from Ports of Jersey prior to the expiry of time allotted, as provided for in Article 23 of the Air and Sea Ports (Incorporation) (Jersey) Law 2015 (the **Law**). Accordingly, this Final Notice confirms the exercise by the Authority of the specified regulatory function and the issuing of the Directions.

1.4 This document is the final stage of the Regulatory Review of Air and Sea Port Operations (the **Review**).[1] It is structured as follows:

- Matters contained in the Initial Notice (chapter 2); and
- The Directions (chapter 3).

1.5 Note, for brevity, this document does not repeat all the background material set out in the Initial Notice, though a high-level summary is provided in Chapter 2.

[1] All case documents are available at: P-008 Regulatory Review of Air and Sea Port Operations

2. Matters contained in the Initial Notice

2.1 Chapter 2 of the Initial Notice set out the background to the Directions, including an overview of:

- Statutory background – the Law and relevant Articles and the duties placed on the Authority in the performance of its functions;
- The licence granted to Ports of Jersey – Ports of Jersey holds a port operations licence, issued on 1 November 2015. The licence contains conditions related to the publication of new prices, determination of maximum charges for port operations and the provision of information to the Authority.
- The Review process – the non-statutory process that the Authority undertook, culminating in the Final Decision (JCRA 24/52). The statutory process was also explained.

2.2 Chapter 3 of the Initial Notice contained background on the framework for issuing of the Directions. This included an overview of the significant market power determinations applied to Ports of Jersey, as well as the supporting analysis provided by independent consultancy EY for the purpose of calculating the price control formula. Chapter 4 contained the Directions to Ports of Jersey, with chapter 5 outlining the next steps.

2.3 The Initial Notice also included two annexes, the first provided a list of Regulated Services by area of ports operations, while the second was the Reporting Template which will be used to verify compliance with the price control.

3. The Directions

3.1 The Authority confirms the issue of the following Directions to Ports of Jersey.

DIRECTIONS

The Jersey Competition Regulatory Authority (**Authority**) has determined that Ports of Jersey Limited (**Ports of Jersey**) is dominant in the following markets for the whole of the Bailiwick of Jersey, pursuant to the Authority's Final Notice in respect of Assessment of Market Power of October 2016:

1. The provision of airport operation services (excluding private users);
2. The provision of airport operation services to private users;
3. The provision of commercial sea port operation services; and
4. The provision of sea port operation services to marine leisure port users.

Within these markets there are charges for products and services where it has been found to be dominant (**Regulated Services**) and these are listed in the Annex to this Direction.

Pursuant to Article 15 of the Air and Sea Ports (Incorporation) (Jersey) Law 2015 (**Law**) and the conditions identified below of Ports of Jersey's licence dated 1 November 2015 (**Licence**), the Authority makes directions 1 and 3 below.

Direction 1: Pursuant to Condition 22.2 of the Licence

1. Ports of Jersey shall determine the amounts to be levied by way of charges for Regulated Services in each of the years, starting on 1 January 2025 and ending on 31 December 2029. Ports of Jersey shall determine charges in each year, ensuring that charges for each Regulated Service does not exceed an amount set in accordance with the following formula:

$$M_t = Y_{t-1} * (1 + RPI_t + X_t)$$

Where:

M_t is the maximum allowable charge for each Regulated Service in year t (where t = 2025, 2026, 2027, 2028, 2029)

Y_{t-1} is the charge for each Regulated Service in year t–1 (e.g., if t= 2025, then t-1 = 2024)

RPI_t is the retail prices index (inflation) published annually by Statistics Jersey in September, represented as a percentage. M_t is to be set by reference to the RPI published in September of the preceding year.

X_t = 1.8%

Direction 2: Pursuant to Condition 5.1 of the Licence

2. In order to verify Direction 1, the Authority requires that Ports of Jersey shall provide:

2.1 Capital expenditure report - within 20 working days of the last day of each quarter, for years one to three of the control, the information set out in the Excel template published alongside these directions together with an explanatory note with respect to capital expenditure.

2.2 Price control report - within 20 working days of the last day of each half year, for each year of the control, the information set out in the Excel template annexed to these directions together with an explanatory note with respect to price control reporting.

2.3 Price notification report - no later than 15 November prior to the start of each year of the control, for each year of the control, the information set out in the Excel template published alongside these directions with respect to price notifications. This will include pricing in each relevant market where Ports of Jersey is dominant.

The submissions under Direction 2 will be in accordance with the framework set out in the Final Decision (JCRA 24/52).

Direction 3: Pursuant to Conditions 5.1, 5.3, 5.4 and 5.5 of the Licence

3. In relation to Direction 1, should the information provided pursuant to Directions 2.1 or 2.2 demonstrate at any time that either:

3.1 Ports of Jersey's cumulative revenue is materially below the level forecast in its 2023 Strategic Business Plan; or

3.2 Ports of Jersey's capital expenditure is materially less than the amount forecast in its 2023 Strategic Business Plan.

then the Authority shall have the following options:

3.3 To require Ports of Jersey to account for the discrepancy and to appoint an independent auditor to examine financial and other records and to report on the causes of such discrepancy; and

3.4 On the basis of such an audit, where necessary, review the pricing framework to take account of such discrepancy as the Authority shall determine.

The approach to Direction 3 will be in accordance with the framework set out in the Final Decision (JCRA 24/52).

Annexes

1. Annex – Regulated Services, included within this Final Notice

2. Annex – Reporting Template, published alongside this Final Notice

By order of the Authority **13 November 2024**

Annex – Regulated Services

This annex provides an overview of the Regulated Services across the four markets where Ports of Jersey has been found to be dominant, namely the provision of:

1. Airport operation services (excluding private users);
2. Airport operation services to private users;
3. Commercial sea port operation services; and
4. Sea port operation services to marine leisure port users.

The services presented in the tables under each market are from 2024. Any new charges introduced during the period of the price control will also be subject to Condition 22. The same applies for any discounts or premiums or special offers introduced during the price control period.

Airport operation services (excluding private users)

Ports of Jersey holds a dominant position in the market for airport operation services (excluding private users). For the avoidance of doubt, engineering services, car parking facilities and the provision of facilities for shops, retail business and offices are not Regulated Services.

Airport operation services

COMMERCIAL AIRCRAFT DUES

Weight > 3 tonnes or commercially operated

- Per metric tonne
- Per passenger
- Per passenger - security charge
- Freight - bulk contract newspapers - per 10 kilograms
- Freight - other
- Practice approach - per metric tonne

PRIVATE AIRCRAFT CHARGES NOT EXCEEDING 8 METRIC TONNES

- Landing - per 1/2 metric tonne (minimum £8.20)
- For each practice approach per metric tonne of part thereof

PRIVATE, EMPTY, TRAINING, TEST AIRCRAFT - EXCEEDING 8 METRIC TONNES

- For each landing and departure per metric tonne of part thereof
- For each practice approach per metric tonne of part thereof

LOCALLY BASED AIRCRAFT CHARGES

- per metric tonne or part thereof
- Not exceeding 1 metric tonnes
- Exceeding 1 but not 1.5 metric tonne
- Exceeding 1.5 but not exceeding 2 metric tonne
- Exceeding 2 but not exceeding 2.5 metric tonne
- Exceeding 2.5 but not exceeding 3 metric tonne

JERSEY AERO CLUB AIRCRAFT DUES

- Aircraft owned and operated by the Club - per annum
- 1st January each year

AIRPORT OUT-OF-OPENING HOURS DUES

For each arrival and departure outside normal opening hours - additional dues

- After normal hours of closure but before 22:00
- 22:00 to 22:30
- 22:30 to 23:00
- 23:00 to 23:30
- 22:30 to midnight
- Midnight to 05:30
- 05:30 - 06:00
- 06:00 - 06:30
- 06:30 - 07:00

whether or not an aircraft arrived or departed

AIRCRAFT PARKING DUES (EXCLUDING LOCALLY BASED AIRCRAFT)

- First metric tonne (per 24 hours)
- Each additional tonne (per 24 hours)
  - exceeding 3 metric tonnes
  - other aircraft

PIER PARKING STANDS DUES

From when a direction or order is given to move the aircraft to when this is complied with

- Pier Parking Stand - First Hour
- Pier Parking Stand - Subsequent Hours

OPERATIONAL SERVICES

- Aircraft Recovery
- Aircraft Towing (Per Occurrence)
- Airside Vehicle Permit (Per Permit)
- Airside Driving Permit (Per Permit)

TERMINAL SERVICES

- Miscellaneous coaching
- Terminal Services Support

ARFFS CALL OUT

- Normal operational hours
- Out of hours

ENVIRONMENTAL

- Spillage clean-up
- Spillage penalty for repeat offences

FIXED GROUND POWER (FEGP)

- per hour or part thereof

Airport operation services to private users

Ports of Jersey holds a dominant position in the market for airport operation services to private users.

Airport operation services to private users
PRIVATE AIRCRAFT CHARGES NOT EXCEEDING 8 METRIC TONNES
- Landing - per 1/2 metric tonne (minimum £8.20) - For each practice approach per metric tonne of part thereof
PRIVATE, EMPTY, TRAINING, TEST AIRCRAFT - EXCEEDING 8 METRIC TONNES
- For each landing and departure per metric tonne of part thereof - For each practice approach per metric tonne of part thereof
LOCALLY BASED AIRCRAFT CHARGES
- per metric tonne or part thereof

- Not exceeding 1 metric tonnes - Exceeding 1 but not 1.5 metric tonne - Exceeding 1.5 but not exceeding 2 metric tonne - Exceeding 2 but not exceeding 2.5 metric tonne - Exceeding 2.5 but not exceeding 3 metric tonne
JERSEY AERO CLUB AIRCRAFT DUES
- Aircraft owned and operated by the Club - per annum - 1st January each year
AIRCRAFT PARKING DUES (EXCLUDING LOCALLY BASED AIRCRAFT)

- First metric tonne (per 24 hours)
- Each additional tonne (per 24 hours)
  o exceeding 3 metric tonnes
  o other aircraft

Commercial sea port operation services

Ports of Jersey holds a dominant position in commercial sea port operation services and the table below lists the Regulated Services. For the avoidance of doubt, services (pilotage) beyond territorial waters, port parking permits, private monthly parking, commercial IT services, the weighbridge, and the provision of facilities for shops and retail businesses are not Regulated Services.

Commercial sea port services
SHIP CHARGE - <500 GT - 501 - 1000 GT - 1001 - 3000 GT - > 3000 GT (Capped at 5000 GT) SHIPS LAYING UP - PER METRE EACH DAY OR PART OF A DAY - Under 30 m - Over 30 m PASSENGER DUES - Passengers - Cruise Passengers ISPS Security Charge - Private Cars - Private Motorcycle - Caravan or Caravanette - Small Commercial Vessel Permit Holders FREIGHT / FUEL DUES – PER TONNE OR PART THEREOF - Freight – Containerised / General - Heavy Fuel Oil - Liquid Fuel - Freight – Bulk - Unaccompanied Cars FREIGHT FACILITIES CHARGES Ro Ro Charges: Commercial Vehicles / Trailers / Pods - Up to 2.99 metres - 3 metres to 9.9 metres - Over 10 metres Lo Lo Charges Commercial crane per tonne
Pilotage
1st Category - 06:00 – 23:00 Ship less than 70 metres in length – each metre or part metre - 06:00 – 23:00 Ship 70 metres or more in length – each metre or part metre - 23:00 – 06:00 Ship less than 70 metres in length – each metre or part metre - 23:00 – 06:00 Ship 70 metres or more in length – each metre or part metre - Minimum Dues - Boarding Dues - Cancellation Fee - Pilotage by a general pilot of a ship from one harbour to another in Jersey - Pilotage by a general pilot of a ship within the territorial waters of Jersey that returns to its harbour of departure - Services of a general pilot to move a ship in harbour from one berth to another - Services of the pilot where a ship anchors in the roads and later enters the harbour - For each boarding of the ship by the pilot - Boarding outside the pilotage zone - Surcharge for vessels not working and arriving Friday 23:00 to Monday 06:00 2nd Category - Dues payable if an operation mentioned above is carried out by a special pilot - Licence and Examination Fees - Examination for Pilot's licence - Grant or renewal of Pilot's licence - Pilotage training - Two or more pilots trained at same time Additional dues payable in respect of a ship not ready to depart - For a period exceeding 30 minutes, but not exceeding 1 hour For each succeeding hour or part of an hour
Quay rental
Flats, trailers, containers and equipment: - Not more than 3 metres long - More than 3 but not more than 6 metres long - More than 6 but less than 7 metres long - More than 7 but less than 8 metres long - More than 8 but less than 10 metres long - More than 10 but less than 12 metres long - More than 12 metres long Empty vehicles other than trailers per day or part of a day Per 10 square metres or part thereof per day or part thereof Annual charge – up to 13.5 metre trailer space Elizabeth Terminal Area - up to 13.5 metre trailer space
Ports Vessels
Minimum charge 1 hour, thereafter hourly including part thereof Band 1: Normal Charges – Mon to Thu 0800-1630, Fri 0800-1400 - Ports Tug - Ports Cutters and Launches Band 2: Overtime – Mon to Thu 0000-0800 & 1630-2359, Fri 0000-0800 & 1400-2359, Sat & Sun 0000-2359 - Ports Tug - Ports Cutters and Launches Band 3: Bank Holidays - Ports Tug - Ports Cutters and Launches Band 4: Community: Band 1 hours only - Ports Tug - Ports Cutters and Launches
Fishermen
- Up to 7 m per annum - 7 - 10 m per annum - 10 - 15 m per annum - Over 15 m per annum

Sea port operation services to marine leisure port users

Ports of Jersey is dominant for the provision of sea port operation services to marine leisure port users in Jersey. For the avoidance of doubt marina parking permits, annual mooring charges, visitors – St Aubin and Gorey – Gorey and St Aubin cranes, as well as Gorey and St Aubin working bay are not Regulated Services.

Marinas

Daily Rates - La Collette Yacht Basin, Elizabeth Marina, St Helier Marina or Albert Pier Pontoons

Weekly rates – six times daily rate if paid in advance. Max length to be 20 metres, subject to vessel displacement and space available

- Up to 7.99 m
- 8 – 9.99 m
- 10 – 11.99 m
- 12 – 13.99 m
- 14 – 15.99 m
- 16 – 19.99 m
- Over 20 m – per m

ANNUAL CONTRACT - PER METRE IF PAID QUARTERLY IN ADVANCE

- La Collette Yacht Basin – Up to 5.2m without individual berth
- La Collette Yacht Basin – Over 5.2m or with individual berth
- St Helier Marina / Albert Pier
- Elizabeth Marina
- Albert Pier

SUMMER CONTRACTS

- St Helier and Elizabeth - Summer Contracts (1st May to 30th September) per metre per month
- La Collette - Summer Contracts (1st May to 30th September) per metre per month
- Albert Pier Berth - Summer Contracts (1st May to 30th September) per metre per month

WINTER CONTRACTS

- St Helier and Elizabeth - Winter Contracts (1st October to 30th April) per metre per month
- La Collette - Winter Contracts (1st October to 30th April) per metre per month
- Albert Pier Berth - Winter Contracts (1st October to 30th April) per metre per month

HOLDING PONTOONS - ST HELIER, ELIZABETH, LA COLLETTE (EXCLUDING ALBERT PIER)

- Local craft – stay limited to 12 hours in any 24 hours
- NB: Ships other than a single hulled boat moored at La Collette Yacht Basin, St Helier and Elizabeth Marina – dues as above plus 50%

BOAT HOIST & PARK and CRANES

Quick Turn Around (2015 Product)

- 1 Hour
- 1.5 Hour
- 2 Hour

Less than 4.2m beam boat

- Per lift per metre of length – Standard
- Per lift per metre of length – Licensed
- Minimum Charge – Standard
- Minimum Charge – Licensed
- Relocation within Boat Park – Standard
- Relocation within Boat Park – Licensed
- Quick Turnaround (Boat remains in hoist) – Standard
- Quick Turnaround (Boat remains in hoist) – Licensed
- Lift and return to same position – Standard
- Lift and return to same position – Licensed

Greater than 4.2m beam boat

- Per lift per metre of length – Standard
- Per lift per metre of length – Licensed
- Minimum Charge – Standard
- Minimum Charge – Licensed
- Minimum Charge (over 20 m) – Standard
- Minimum Charge (over 20 m) – Licensed
- Relocation within Boat Park – Standard
- Relocation within Boat Park – Licensed
- Quick Turnaround (Boat remains in hoist) – Standard
- Quick Turnaround (Boat remains in hoist) – Licensed
- Lift and return to same position – Standard
- Lift and return to same position – Licensed

LA COLLETTE BOAT MAINTENANCE PARK – PER SQUARE METRE PER MONTH

Long stay flat rates to be agreed prior to lift out and subject to season

- Boats not hoisted – first month
- Boats hoisted – first two weeks
- Boats hoisted – second two weeks
- Second month
- Third month
- After third month
- Storage per day

ADMINISTRATION

- Entry or Re-Entry on Moorings / Marina Waiting List
- Berth Change / Amendment to Details
- Retention of boat number (Up to 3 years)
- Daily rate invoicing / Administration Charge
- Replace certificate of Registry for vessels registered as per inshore safety regulations

EVENTS

- Up to 12m - per day
- Over 12m - per day

TOWAGE BY MARINA DORY WITHIN HARBOUR AND NEAR APPROACHES

- Per tow – on station / duty
- Per tow – off station
- Visiting yachts
- Hourly Rate, labour services

BLOCK BOOKINGS - PER DAY OR PART THEREOF (MULTI HULL x 1.5)

- Single hull under 7 m
- Single hull 7 – 10 m
- Single hull 10 – 15 m
- Single hull over 15 m
- St Aubin's Pads (per week or part)

Visitors/Daily Rates

- Up to 12 metre
- 12 - 19.99 metre
- 20 - 24.99 metre
- Over 25 metre

POA - Stormbound arrangements for safe berthing available on application and are subject to conditions and discretion of Marina

