

**HAUT DE LA GARENNE: INCORPORATION OF TRUST, APPOINTMENT OF ORIGINAL TRUSTEES, AND  
LEASE OF PROPERTY TO THE TRUST**

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**Lodged au Greffe on 3rd September 2002  
by the Planning and Environment Committee**

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**STATES OF JERSEY**

**STATES GREFFE**

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## PROPOSITION

### THE STATES are asked to decide whether they are of opinion -

to refer to their Act, dated 8th December 1998, in which they approved, in principle, the conversion and redevelopment of Haut de la Garenne, St. Martin for the purpose of establishing a residential multi-purpose centre providing for visiting and locally organised groups, and further approved, in principle, the establishment of a Trust for the purpose of managing and operating the new centre on a self-financing basis, and to receive the report, dated 29th August 2002, of the Planning and Environment Committee, and -

- (a) to approve the constitution of the association, to be known as the Haut de la Garenne Trust, set out in Appendix A to the said report;
- (b) subject to the Sanction of Her Most Excellent Majesty in Council, to grant to the association an Act of Incorporation, set out in Appendix B to the said report;
- (c) to appoint the undermentioned, details of whom are set out in Appendix C to the said report, as original trustees of the association, with effect from the date of the coming into force of the Law granting the Act of Incorporation of the association -

Kenneth Charles Brierley

Susan Roselle de Gruchy (née Dobbs)

Michael Edmund Powell

Anne Enid Pryke (née Quénault)

Ian Robinson

David Alexander Siddall

Kenneth Frederick Wise

- (d) to approve the lease to the Haut de la Garenne Trust of the property known as Haut de la Garenne, St. Martin together with Fields Nos. 685, 686, 695 and 695b, shown hatched on Drawing No. 1264/02/43, for a period of 21 years from the date of the completion of the re-development of the property and subject to the Law granting the Act of Incorporation of the association being in force, with an option to renew for a further period of 21 years, as set out in the Head of Terms shown in Appendix D to the said report, and
  - (i) to authorise the Greffier of the States to sign the said drawing on behalf of the States;
  - (ii) to authorise the Attorney General and the Greffier of the States to pass the necessary contracts on behalf of the States;
  - (iii) to authorise the Treasurer of the States to receive the rental as it becomes due.

### PLANNING AND ENVIRONMENT COMMITTEE

Note: The Finance and Economics Committee's comments are to follow.

## Report

On 8th December 1998, the States approved in principle the conversion and re-development of Haut de la Garenne to establish an all-year-round multi-purpose Activity and Accommodation Centre for use by local and visiting youth groups, uniformed organisations, bands, sports teams, community project and training groups. The States also agreed the principle of establishing a Trust for the purpose of managing and operating the new centre on a self-financing basis.

The property is administered by the Planning and Environment Committee and funding in the sum of £2,465,000 has recently been agreed by the Finance and Economics Committee for the conversion and refurbishment of the buildings.

Plans drawn up by a small project team received development approval on 22nd February 2002. These plans are currently awaiting approval by the States and it is hoped to commence the refurbishment towards the end of September for completion in September 2003.

On completion of the refurbishment, the Committee intend, subject to States approval, to enter into a formal leasing agreement with a Board of Trustees which will take over full responsibility for the operation and management of the Centre on a self-financing basis. The Committee will remain responsible for maintaining the structural fabric of the building.

### **The Constitution**

A constitution for the Trust has been drafted by Her Majesty's Solicitor General in consultation with the Steering Group in accordance with the terms of reference approved by the States and the proposed constitution is set out in Appendix A.

Section 1 contains definitions of words used in the Constitution. It includes at 1.1.4 a provision to cover the possibility that the functions of the Finance and Economics Committee and the Planning and Environment Committee may at a later date be replaced by some other person, body or Committee.

Section 2 provides that the Trust is to be incorporated by an Act of the States. This is the procedure which was followed for the incorporation of the Jersey Heritage Trust. The Act of Incorporation is set out in Appendix B. It will require the sanction of Her Majesty in Council.

Section 3 sets out the objects of the Trust, which are to manage and administer Haut de la Garenne as an accommodation and activity centre. The uses to which the centre is to be put are set out in the Appendix A to the Constitution. They are the uses which the States approved by their Act of the 8th December 1998.

Section 4 sets out the powers of the Trust. They comprise all the powers which it is usual to confer upon a trust for charitable or philanthropic purposes, and which are necessary to enable a trust to function efficiently.

Section 4.1.5 confers a power to borrow. The constitution has been framed so as to allow the Trust to make immediate decisions to borrow modest amounts without having on every occasion to obtain authorisation, while at the same time ensuring that the States retain control over the extent of any indebtedness through the intermediary of the Treasurer of the States for moderate amounts and the Finance and Economics Committee for greater amounts.

Section 5 constitutes the Board of Trustees. Section 5.3 provides for the nomination of the original Trustees by the States. Section 5.4 provides for the staggered retirement of the Trustees.

Section 5.15 provides for the appointment of a chairman. In fact the proposed trustees have appointed Mr. Michael Powell as their chairman, and he has contributed greatly to the preparatory work which has been undertaken to date. It is envisaged that once the Trust is incorporated the Trustees will formally appoint Mr. Powell as chairman.

Section 5 also provides for the resignation, removal, and replacement of Trustees. It sets out the duties of Trustees, which are to promote the purposes, objects and interests of the Trust.

Section 6 regulates the proceedings of the Board of Trustees.

Section 7 provides for the reimbursement to the Trustees of all reasonable expenses incurred by the Trustees in carrying out their duty. Apart from such reimbursement of expenses, the Trustees are not to be remunerated unless they are employees of the Trust.

Section 8 empowers the Trust to employ staff and appoint agents.

Section 9 requires the Trust to keep its accounts in a form that is acceptable to the Finance and Economics Committee.

Section 10 makes the Trust accountable to the States, and requires the Trustees to present a business plan, a report of its activities and achievements, and its audited accounts to the Finance and Economics Committee every year.

Section 11 allows the Trust to amend the Constitution with the prior consent of the Planning and Environment Committee. There are however three sections of the Constitution which cannot be altered in this way. They are section 3, which fixes the objects of the Trust, section 4, which fixes the powers of the Trust, and section 5, which constitutes the Board of Trustees. Those three sections can be altered by the Trustees, but only with the prior consent of the States.

### **The Trustees**

In August 1999, the Committee invited applications from members of the community interested in serving in a voluntary capacity on the Board of Trustees, who would be appointed on the basis of the balance of skills, experience and the contribution they can make. The Committee is seeking to establish a Board of Trustees that comprised a diverse group of people in terms of age, community and business experience, with a balance of skills, enthusiasm and commitment that will establish and manage the operations of this important facility for the benefit of the Island.

The Committee received forty-two expressions of interest from members of the public. A selection panel chaired by Deputy Evelyn Pullin, together with Lieutenant Colonel H.R. Hall, OBE and the Director of Property Services, after careful consideration of supplied information and interviews with a number of applicants, made a recommendation to the Committee as to the composition of the Board, which the Committee considered and agreed. The Education Committee has nominated a Trustee to the Board.

In selecting the members of the Board of Trustees, the Committee looked for a balance in the skills and experience which the Board could utilise in bringing together a strategy for the successful all-year-round operation and management of Haut de la Garenne in providing a much needed facility for local and visiting groups, with benefits for the community within the Island. The large number who expressed an interest in becoming a Trustee gave an indication of the public support for this exciting project and the Committee would like to thank all those people from all sections of the community who volunteered their considerable skills and experience. It is no reflection on the abilities or status of those who have not been nominated for the Board on this occasion, but the Committee believes that the wide range of experience, determination and enthusiasm of those selected from very different backgrounds will contribute greatly to the success of the Centre.

Since January 2000, the members selected have operated under the Chairmanship of Mr. Michael Powell as a Steering Group for the project, working closely with the Project Design Team led by the Director of Property Services. This has resulted in the preparation of a design and specification which closely meets the needs identified by the Steering Group as necessary in fulfilling its business strategy for the future operation of the facility.

The States are asked to agree to appoint the following as Members of the Board of Trustees with effect from the date on which the Act of Incorporation comes into force.

Kenneth Charles Brierley  
Susan Roselle de Gruchy (née Dobbs)  
Michael Edmund Powell  
Anne Enid Pryke (née Quénault)  
Ian Robinson  
David Alexander Siddall  
Kenneth Frederick Wise

Brief details of each person nominated are set out in the attached Appendix C.

### **The lease of property to the Trust**

Subject to the States approving the drawings for the refurbishment of the Centre and approving the constitution and Act of Incorporation of the Trust, which are the subjects of separate projects, the Planning and Environment Committee proposes to lease the Haut de la Garenne premises and the adjacent Fields 685, 686, 695 and 695b at a nominal total rental payment of £10 to the Haut de la Garenne Trust for the period of 21 years. On giving 12 months notice the Trust will have the option of renewing the lease on the same terms and conditions for a further 21 years at the termination of the initial lease period.

The proposed Heads of Terms are as set out in Appendix D to this report.

The lease is to commence upon completion of the re-development and refurbishment contract in September 2003.

There are no manpower implications for the States.

29th August 2002

**PROPOSED CONSTITUTION  
HAUT DE LA GARENNE TRUST**

1. Definition.
2. Incorporation.
3. Objects.
4. Powers of the Trust.
5. Board of Trustees.
6. Proceedings of the Board of Trustees.
7. Expenses of Trustees.
8. Appointment and Remuneration of Staff.
9. Accounts.
10. Accountability to the States of Jersey.
11. Alteration of Constitution.

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**1. Definition**

1.1. In this Constitution -

1.1.1 words importing the masculine gender shall include the female and neuter genders;

1.1.2 words in the singular shall include words in the plural and words in the plural shall include the singular;

1.1.3 the headings and sub-headings to this Constitution are inserted only for reference to the provisions thereof and shall not affect the construction of such provisions;

1.1.4 reference to the Finance and Economics Committee and the Planning and Environment Committee shall include such other committees, persons or bodies as may be designated by the States to succeed them respectively from time to time.

1.1.5 "The centre" means the accommodation and activity centre which is to be located at the property known as Haut de la Garenne in the parish of St. Martin in pursuance of clause 3.1 below.

**2. Incorporation**

2.1 The Haut de la Garenne Trust is to be incorporated by an Act of the States.

**3. Objects**

3.1 The objects of the trust are to manage and administer the property known as Haut de la Garenne in the parish of St. Martin as an accommodation and activity centre for all or any of the uses set out in Schedule 1 hereto.

**4. Powers of the Trust**

4.1 The trust shall have the following powers -

4.1.1 the power to have and to use a special seal to certify all acts, contracts, agreements and undertakings;

4.1.2 the power to take, acquire, hold and possess all kinds of moveable and immovable property whether in perpetuity or on lease and to receive, hold and possess all kinds of gifts and legacies of moveable and immovable property which may be made to it;

4.1.3 the power to appear before all courts and tribunals through its officers or other persons authorised by it;

4.1.4 the power to make such charge for the use of the centre as appears to the trustees to be necessary or desirable for the purpose of ensuring as far as possible that the centre operates on a self-financing basis;

4.1.5 the power to borrow such amounts as the board of trustees may from time to time consider necessary or desirable,

provided that -

- (a) the trust shall not borrow an amount which exceeds, or which will cause the total indebtedness of the trust to exceed, the sum of five thousand pounds [£5,000] without the prior written consent of the Finance and Economics Committee;
- (b) the trust shall not borrow an amount which exceeds, or which will cause the total indebtedness of the trust to exceed, the sum of five hundred pounds [£500] but does not exceed five thousand pounds [£5,000] without the prior written consent of the Treasurer of the States.

and by implication all other powers necessary to achieve its objects.

## **5. Board of trustees**

- 5.1 The trust shall consist of and be governed by a board of trustees appointed in the manner set out below.
- 5.2 The powers of the trust shall be exercised by the board of trustees.
- 5.3 The board of trustees shall comprise not less than seven nor more than nine members. Upon incorporation, the trustees shall be those persons whom the States may by Act designate (hereinafter called "the original trustees").
- 5.4. The terms of office of the original trustees (which expressions shall for the purposes of this clause include any trustee appointed to fill a casual vacancy during the first four years from the date upon which the original trustees were appointed), shall be as follows -
  - 5.4.1 one third (or as near as may be if the total number is not divisible by three) of the original trustees shall hold office for an initial term of three years, one third (as or as near as may be if the total number is not divisible by three) of the original trustees shall hold office for an initial term of four years, and one third (as or as near as may be if the total number is not divisible by three) of the original trustees shall hold office for an initial term of five years;
  - 5.4.2 not later than one month prior to the expiry of the period of three years from the date upon which the original trustees took office the trustees shall decide which three trustees shall cease to hold office at the expiry of the period of three years;
  - 5.4.3 not later than one month prior to the expiry of the period of four years from the date upon which the original trustees took office the trustees shall decide which three trustees (not being the three trustees who were appointed or reappointed as the case may be at the expiry of the initial period of three years) shall cease to hold office at the expiry of the period of four years.
- 5.5 Save as aforesaid, and save for any trustee appointed to fill a casual vacancy, the term of office of a trustee shall be three years.
- 5.6 A trustee shall be eligible for reappointment on the expiry of his term of office.
- 5.7 A trustee may resign by giving not less than one month's notice in writing to the chairman of the trustees or to such other person as the trustees may from time to time designate for the receipt of notices of resignation.
- 5.8 A trustee whose term of office is ending shall be entitled to vote on the appointment of a replacement trustee, provided that no trustee who has ceased to hold office by virtue of the provisions of clause 5.9 or been removed from office by virtue of the provisions of clause 5.10 shall be entitled to vote on the appointment of a replacement trustee.
- 5.9 A trustee shall cease to hold office if -
  - (a) he becomes insolvent as defined by the Interpretation (Jersey) Law 1954;
  - (b) a curator is appointed to administer his property and affairs;
  - (c) he appoints an attorney without whom he may not act in matters real and personal;

- (d) he is sentenced to a term of imprisonment by a court of competent jurisdiction;
- (e) he ceases to be ordinarily resident in the Island.

5.10 A trustee may be removed by the unanimous vote of the other members of the board present and voting if -

- (a) he fails in the opinion of the board to discharge the duties of trustee with due diligence or to an acceptable standard;
- (b) he is convicted of or pleads guilty to any offence which in the opinion of the board makes him unfit to be a trustee or which may bring the Trust into disrepute;
- (c) he acts in any way which in the opinion of the board makes him unfit to be a trustee or which may bring the trust into disrepute;
- (d) the board considers that it is not in the best interest of the trust that he should continue to be a trustee.

5.11 On the expiry of the term of office of a trustee, a replacement trustee shall be appointed by the board of trustees; provided that a trustee who has ceased to hold office in accordance with the provisions of clause 5.9 or has been removed by the board in accordance with the provision of 5.10 shall not be entitled to vote upon the appointment of a replacement trustee.

5.12 In exercising their powers of appointment, the trustees shall use their best endeavours to ensure that the board of trustees shall be a diverse and balanced group of people in terms of gender, age, experience and skills, and who share a commitment to the promotion of the proposed uses of Haut de la Garenne for the benefit of the community.

5.13 If the number of trustees falls below seven, it shall be lawful for the remaining trustees to act as trustees for the purpose of appointing replacement trustees but not for any other purpose.

Provided that if the number of trustees has fallen below seven, and the board of trustees has, despite its best endeavours, failed to find sufficient persons suitable and willing to act as trustees to bring the number to a minimum of seven, the trustees shall be entitled to require the Planning and Environment Committee to provide a suitable person to act as a temporary trustee until such time as a person can be found to accept the office of trustee, and if the Planning and Environment Committee fails to make available a suitable person to act as a temporary trustee it shall be lawful for the remaining trustees to act as trustees for all purposes.

5.14 A trustee who is appointed to replace a trustee who ceases to hold office other than on the expiry of his term of office shall hold office only for the balance of the period of the term of office of the trustee whom he is appointed to replace.

5.15 The trustees shall appoint a chairman and a vice-chairman from among their number.

5.16 For the duration of his appointment each trustee shall be an officer of the trust and shall have the following duties -

- 5.16.1 to promote the purposes, objects and interests of the trust;
- 5.16.2 to act bona fide in the best interests of the trust.

## **6. Proceedings of the board of trustees**

6.1 At a meeting of the board of trustees of the trust -

- 6.1.1 the majority of the trustees shall form a quorum;
- 6.1.2 the chairman or vice-chairman, or in their absence such other trustee present at the meeting as the trustees present may elect, shall preside;
- 6.1.3 each trustee shall have one vote on each matter for deliberation; and
- 6.1.4 in the event of an equality in the votes, the chairman of the meeting shall have a casting vote in addition to his own vote.



6.2 A resolution shall be a valid resolution of the trust even though it was not passed at a meeting of the board of trustees if -

6.2.1 it is signed or assented to by a majority of the trustees; and

6.2.2 proper notice of the proposed resolution was given to all the trustees.

6.3 The trustees shall keep proper minutes of their proceedings including minutes of any business transacted in accordance with paragraph 6.2 above.

6.4 The board of trustees shall meet as follows -

6.4.1 The board of trustees shall meet not less than once every three months and otherwise as convened by the chairman.

6.4.2 The chairman may convene a meeting of his own motion and shall convene a meeting if requested to do so by notice in writing signed by not less than one third of the trustees (or the nearest number thereto if the number of trustees at the material time is not divisible by three).

6.5 Subject to the provisions of this Constitution, the trust may regulate its own proceedings including the period of notice to be given of any meeting, which shall however not be less than twenty-four hours, and may adopt, alter, amend or vary rules for that purpose.

## **7. Expenses of trustees**

7.1 The trust shall pay to its trustees all reasonable out-of-pocket or other expenses occasioned in the course of carrying out their duties, but subject thereto no trustee who is not otherwise an employee of the trust or any company owned by it shall be remunerated.

## **8. Appointment and remuneration of staff**

8.1 The trust may employ such staff and appoint such agents as it considers necessary for carrying out its objects.

8.2 The trust may -

8.2.1 make appointments on such terms as to remuneration, expenses, pensions and other conditions as it thinks fit; and

8.2.2 establish and maintain such schemes or make such arrangements as it thinks fit for the payment of pensions and other benefits in respect of its staff.

## **9. Accounts**

9.1 The trust shall keep accounts in such form as shall be acceptable to the Finance and Economics Committee.

## **10. Accountability to the States of Jersey**

10.1 In recognition of the financial assistance given by the States of Jersey to the trust to enable the trust to carry out its purpose the board of trustees shall present annually to the Planning and Environment Committee a business plan, a report of the activities and the achievements during the previous year and the audited accounts for the previous year.

## **11. Alteration of Constitution**

11.1 The trust may alter, amend or vary any of the provisions of this Constitution other than clauses 3, 4 and 5 hereof with the prior consent of the Planning and Environment Committee.

11.2 The trust may alter, amend or vary any of the provisions of clauses 3, 4 and 5 of this Constitution with the prior consent of the States of Jersey.

11.3 A copy of every amendment to the Constitution made under 11.1 above, certified by the Chairman or Vice-

Chairman of the trust and accompanied by the Act recording the consent of the Planning and Environment Committee shall be lodged with the Greffier of the States and a copy thereof shall be furnished to the Attorney General.

**Explanatory Note**

The purpose of this Law is to grant an Act of Incorporation to The Haut de la Garenne Trust.

**LAW GRANTING AN ACT OF INCORPORATION  
TO THE ASSOCIATION CALLED  
“THE HAUT DE LA GARENNE TRUST”**

**A LAW** granting an Act of Incorporation to the Association called “The Haut de la Garenne Trust”; sanctioned by Order of Her Majesty in Council of the

(Registered on the \_\_\_\_\_ day of \_\_\_\_\_ 200-)

**STATES OF JERSEY**

The \_\_\_\_\_ day of \_\_\_\_\_ 200-

**WHEREAS**, on 8th December 1998 the States approved in principle the establishment of a Trust for the purpose of managing and operating Haut de la Garenne, St. Martin on a self-funding basis as a residential multi-purpose centre providing for visiting and locally organized groups;

**AND WHEREAS** the States have this day considered and approved the terms of the constitution of the Association to be known as “The Haut de la Garenne Trust” (a copy of which shall remain lodged with the Greffier of the States);

**NOW THEREFORE** the States have resolved, subject to the sanction of Her Most Excellent Majesty in Council, to grant to the said Association an Act of Incorporation so that it may have a perpetual existence in the person of its members present and future; that it shall have the right to use a seal to authenticate all deeds, contracts, agreements and undertakings; that it shall have the right to take, acquire hold and possess movable and immovable property of whatsoever kind and to accept, hold and possess gifts and bequests, movable and immovable, of whatsoever kind, which may be made to it, and to lease, sell or otherwise dispose of the said property; as well as to appear before all courts and tribunals, the whole through the intermediary of its officers or other persons authorized to that effect by the Association.

## PROPOSED TRUSTEES

### **Michael Edmund Powell**

Mr. Powell has wide experience of the legal and finance industries being a trust and tax lawyer and partner in a local firm of English Solicitors. His professional experience involves advising on Trusts, Trusteeships and Trust Law. He has been actively involved with the administration of various sports clubs and represented the Island at both junior and senior level in badminton and tennis, and at junior level in hockey, athletics and basketball.

He has also assisted in coaching juniors for badminton and tennis. Until recently, he has been involved with the Jersey Disabled Society Annual Challenge at St. Owen's Manor and continues with support of Junior Barnados. He has also been responsible for teaching children aged between 9 and 14 who are members of the St. Matthew's Church Pathfinder Group and is an active supporter of the Jersey Arts Centre and the arts in general.

### **Kenneth Charles Brierley**

Mr. Brierley has lived in the Island since 1984 and is the Managing Director of the two local subsidiaries of the Bank of Nova Scotia. He is an Associate of the Chartered Institute of Bankers, a member of the Securities Institute and a member of the Society of Trust and Estate Practitioners. With over 30 years' professional experience in the administration of Trusts, he has acted as personal Trustee for major clients and been involved in the refurbishment and renovation of buildings not too dissimilar to that at Haut de la Garenne. He has been a Treasurer and fund raiser in a local uniformed youth organisation, a Committee member of a local football club and actively supported the Parent Teachers Association of De La Salle College.

### **Susan Roselle de Gruchy**

Mrs. de Gruchy is currently Secretary to the Comité des Connétables and has 15 years' experience in public sector administration and is a member of the Chartered Institute of Secretaries. She has been a leader of a 'Mums and Toddlers' Group affiliated to the Pre-School Playgroups Association, a volunteer helper with the reading programme at a junior school, and has been both Council Member and Secretary to St. Paul's Church Council. With a keen interest in sport, she has represented the island at rifle shooting and has been Honorary Secretary of the Jersey Small Bore Shooting Association. As a resident of St. Martin, she has a great interest in seeing both local and visiting young people benefit from the facilities that can be provided at Haut de la Garenne.

### **Anne Enid Pryke**

Mrs. Pryke, who has been nominated by the Education Committee, has vast experience of working with various sections of the community in Jersey and especially with youth groups. Originally trained as a State Registered Nurse, she has set up and run a registered playgroup with 25 children and 4 staff and chaired Trinity School Parent Teachers Association for five years. She set up the Steering Committee and chaired the Management Committee of the Jersey Youth Trust up until last year and was appointed by the Education Committee as a Trustee of the Trinity Youth Centre Trust Incorporated. She was one of the founders in 1988 and has chaired Trinity Youth Club for the past 5 years and has been involved at most levels with youth workers and leader training courses. She is also a member of the Youth Service Advisory Committee. With a keen interest in the support of young people, Mrs. Pryke was a founder member of the Brook Advisory Centre in Jersey and is a member of Ebenezer Methodist Church Council.

### **Ian Robinson**

Mr. Robinson is the Island Military Liaison Officer and has been responsible for making the arrangements for visiting military bands, youth groups, military units providing valuable community service for the benefit of the Island and both local and visiting uniformed organisations. He has represented the Royal Air Force at both rugby and sailing, has been an Adjutant and is currently a Civilian Instructor of the local Air Training Corps. With a keen interest in the future use and development of Haut de la Garenne, his vast experience in the hosting of local and visiting groups at the premises over the past 17 years and knowledge of their needs, will be extremely important.

### **David Alexander Siddall**

Mr. Siddall has had various managerial and director posts in financial services companies during his professional career. He is currently the Managing Director of Cater Allen Bank (Jersey) Limited and Director of DAH Holdings Limited (Bermuda), DAH Private Bank (Hong Kong), DAH Hambros Bank Limited (Guernsey) and various directorships of companies within

the Abbey National plc group. He has experience in leadership and development of the retail businesses of Abbey National offshore group companies and more recently in marketing, distribution and client relationships. He is a keen sportsman and has been involved in swimming, diving, hockey, squash and badminton at various junior and club levels including captaincy. He has been a canoeing instructor and has experience of mountain walking, rock climbing, outward bound mountain leadership and advanced leadership courses. He has been involved with all levels of scouting through to leadership and support and for several years was both a member and Chairman of the Junior League of Friends, Queen Mary's Hospital for Children at Carshalton, Surrey. He is also a member of the Rotary Club de la Manche.

### **Kenneth Frederick Wise**

Mr. Wise is a local businessman with wideranging experience in management and development of differing companies. Over a number of years he has been involved as a member of the Eastern Good Companions Committee responsible for building works and day-to-day operation of the centre. He is also keen on sport and was a member of the Jersey Island Games Committee (Procurement) in 1997 and is responsible for organising a Bridge Congress in the Island each year. He was Vice-President of the Regent Tigers Swimming Club and has served on various Committees of the Rotary Club of Jersey over many years. A strong supporter of providing facilities and time to help young people achieve their ambitions, his enthusiasm for the project will be of considerable benefit as a member of the Board.

## LEASE OF HAUT DE LA GARENNE, ST MARTIN: HEADS OF TERMS

1. **LESSOR** - The Public of the Island.
2. **LESSEE** - The Haut de la Garenne Trust (or as amended for registration upon incorporation).
3. **DEMISED PREMISES** - The property and surrounding land known as Haut de la Garenne, La Rue de la Pouclee et des Quatre Chemins, St. Martin including Fields 685, 686, 695 and 695b and as shown more accurately on the attached plan.
4. **LEASE TERM** - The Lease shall be for a period of 21 years with an option to renew for a further 21 years (on the same terms and conditions save as to the option to renew) with the Lessee giving the Lessor no less than twelve months notice to the renewal.
5. **COMMENCEMENT DATE** - Is to be the date of practical completion of the refurbishment contract.
6. **COMMENCING RENTAL** - £10 as a one sum payment made payable upon the passing before the Royal Court of the lease contract.
7. **ALTERATIONS** -
  - The Lessee may carry out structural alterations or additions to the building (internal or external) or to the remainder of the grounds of the demised premises, subject to obtaining the Lessors prior written consent, such consent should not unreasonably be withheld.
  - The Lessor shall then join with the Lessee in making the necessary planning application with the Lessee being responsible for all associated costs of the application and the building works.
  - Not to do or permit or suffer to be done or omit any act, matter or thing in or respecting the demised premises which shall

contravene the provisions of all or any enactments which may be enforced from time to time and which may affect the said premises and any activities which may be conducted thereon.

- 8. ALIENATION**
- The Lessee will not be permitted to assign the lease but may be permitted to sub-let either the whole or part of the demised premises with the prior written approval of the Lessor which approval shall be at the sole discretion of the Lessor.
- 9. USE**
- The property will be used solely for furthering and fostering the aims of the Lessee/Trust organisation as set out in its Constitution and approved by the States Assembly. This may include permitted activities that financially support the Lessee/Trust organisation which may be approved from time to time by the Planning and Environment Committee.
  - The demised premises shall not be used for any commercial or business activities other than those associated with the previous paragraph.
  - Not to use the demised premises for any illegal or immoral purpose nor in any manner which might be offensive to the Lessor.
- 10. UTILITIES/ SERVICES**
- The Lessee shall be responsible for the payment of all bills and standing charges in relation to all utility services provided now or in the future at the demised premises.
- 11. REPAIR**
- The Lessee shall well and substantially repair, paint, decorate and maintain the whole of the exterior and the interior of the building forming part of the demised premises including all fixtures and fittings. But this shall exclude repair and maintenance of the structure of the building, which

will remain the responsibility of the Lessor.

- A schedule of the lessees and landlord responsibilities is set out at the end of this letter.
  
- In relation to the grounds the Lessee shall be responsible to maintain, upkeep, cut and trim all hedges, lawns, beds and trees within the demised premises and will comply with all requirements of the Loi (1914) sur la voirie (as amended) and any other relevant statutory or customary law requirements.



- 12. RATES**
- The Lessee will be responsible for the payment of both foncier and occupier rates.
- 13. INSURANCE**
- The Lessee shall maintain and keep in force a Building Insurance Policy equivalent to the full re-instatement value of the premises, this is to include all professional fees.
  - The Lessee shall also keep and maintain in force a Public Liability Indemnity Policy for the sum of £2 million or such other sum that the Lessor may require from time to time.
- 14. INDEMNITY**
- The Lessor to indemnify the Trustees in respect of any claim made against them for any act done in good faith and without negligence in pursuance of the objectives of the Trust to the extent that the claim is not covered by the insurance referred to above. (Provided that the insurance has not been invalidated by any act of the Trustees).
- 15. TERMINATION OF AGREEMENT**
- Upon termination of the agreement the premises will be returned to the Lessor in the same state and condition as set out in Schedule 1 "A Schedule of Condition" prepared and agreed at the commencement of the lease.
  - The Lessee shall make no claim for compensation in respect of monies spent on any alterations or additions to the demised premises.

## 16. CONDITIONS

- Not to cause or permit or suffer to be done on or in the demised premises any act or thing which may be or become a nuisance or damage to the Lessor, its tenants or licensees, or the owner, the Lessee or occupier of any adjoining or neighbouring premises.
- Not to bring or permit or suffer to be brought onto the demised premises any goods save as in connection with the permitted use of the demised premises and further not at any time during this lease to store on the demised premises any pyrotechnics, explosives or radio active material or radio active waste or petroleum spirit or any highly inflammable substance whatsoever.
- To ensure that no thing, matter or substance likely to cause blockage or harm or a nuisance is put into the drains serving the demised premises and in particular where applicable to observe and comply with the Island Water Pollution (Jersey) Law 2000.
- To comply with all and any Fire Safety regulations as instructed to do so by the States of Jersey Fire Department or its Officers and install and maintain any fire fighting equipment as required. This requirement does not require the Lessee to make structural alterations or provide new means of escape to the demised premises unless forming part of the Lessee's ongoing development plans and then this only applies to that area under development.
- The Lessee shall use its best endeavours to keep the grounds of the demised premises free of litter.
- Should the demised premises at any time during the period of this lease fail to be used for its intended use or the Lessee cease

to exist as a Trust then the Lessor may apply to the Royal Court to have the agreement terminated.

**17. LEGAL FEES**

- The Trust to pay its own legal fees associated with the preparation and completion of the Contract Lease.