

STATES OF JERSEY

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FERRYSPEED (C.I.) LIMITED, NEW NORTH QUAY, ST. HELIER: LEASE OF WAREHOUSE

**Lodged au Greffe on 15th April 2003
by the Harbours and Airport Committee**

STATES GREFFE

PROPOSITION

THE STATES are asked to decide whether they are of opinion –

- (a) to approve the leasing by the public to Ferryspeed (C.I.) Limited of the commercial warehouse, measuring 19,414 square feet, together with a staff toilet block and adjacent open areas to the north, west and south, designated as letting number N2 on the New North Quay, St. Helier Harbour (as shown on the attached plan 101195 NNQ), for a period of 5 years from 1st May 2002 at an annual rental of £182,020, subject to review against the open market on the third anniversary of the commencement date, with the lessee to be responsible for the public's legal fees associated with transaction, and with the area to continue in its present use for the purpose of storage and distribution of goods moving directly from, or being exported by, sea;
- (b) to authorise the Greffier of the States to sign the necessary contract on behalf of the Public;
- (c) to authorise the Treasurer of the States to receive the rent as it becomes due.

HARBOURS AND AIRPORT COMMITTEE

Note: The Finance and Economics Committee supports the report and proposition of the Harbours and Airport Committee to lease Warehouse area N2 on the New North Quay to Ferryspeed (C.I.) Limited.

REPORT

The New North Quay Facility (N2) was previously leased to the Agriculture and Fisheries Department. This was a 9 year lease that was not due to terminate until 30th April 2004. However, it was agreed with the Harbours and Airport Committee that the lease could be surrendered with effect on 31st December 2002.

At the same time, Agriculture and Fisheries Committee gave notice to its licensee, Ferryspeed (C.I.) Limited that its licence with Agriculture and Fisheries was to cease on 30th April 2003. It was also agreed that for the period 1st January 2003 until 30th April 2003 that Agriculture and Fisheries would guarantee the rental to the Harbours and Airport Committee.

It has been possible to agree a new lease with Ferryspeed under the following Heads of Terms –

LESSOR:	Harbours and Airport Committee of the States of Jersey for and on behalf of the Public of the Island of Jersey.
LESSEE:	Ferryspeed (C.I.) Limited.
PREMISES:	Warehouse (N2) New North Quay.
LEASE TERM:	5 years from 1st May 2003 until 30th April 2008.
COMMENCING RENTAL:	£182,020.
RENT REVIEWS:	A rent review in line with the open market on the third anniversary of the commencement date.
REPAIRING LIABILITIES:	The Lessee to repair, renew, paint, decorate, cleanse and maintain all parts of the demise premises. The Lessor to keep the warehouse wind and watertight, and the structural elements in good state of repair.
LEGAL FEES:	The Lessee is to be responsible for the Lessor's legal fees in preparing the new lease and documentation.
USE:	To use the premises only for the purpose of storage and distributions of goods arriving directly from/or being exported by sea for the sole use of personnel employed by the lessee in connection with the lessee's permitted business carried out from the demised premises.
ASSIGNEES:	Not at any time during the term to assign or sublet or grant any share any occupation or possession, providing always that the lessee may at any time during the term, sublet a part (not more than 50%) to a sub-lessee, previously approved by the Lessor, which approval should not unreasonably be withheld or delayed, on condition that such sub-lease shall not contain anything inconsistent with the terms of the present lease.

There are no manpower implications for the States arising from this proposition.