

STATES OF JERSEY

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CHANNEL ISLANDS WELDING, LA COLLETTE: PERMISSION FOR ALTERATIONS TO HEAD LEASE

**Lodged au Greffe on 17th February 2004
by the Environment and Public Services Committee**

STATES GREFFE

PROPOSITION

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

- (a) to authorise the amendment of clause 4(b)(i) of the existing contract lease between Channel Islands Welding Limited and the public which commenced on 1st March 1984 so that previously restricted development can be permitted within the entire areas covered by the lease, subject to the prior written consent of the Environment and Public Services Committee which consent is to be at its sole discretion;
- (b) to authorise the Attorney General and the Greffier of the States to pass, on behalf of the Public, any contracts which might be found necessary to pass in connection with the said lease referred to in paragraph (a) and any interest therein.

ENVIRONMENT AND PUBLIC SERVICES COMMITTEE

REPORT

The Environment and Public Services Committee administers the area of La Collette (shown on Drawing No. 62/03/62) which is leased to Channel Islands Welding Limited for a term of 99 years from 1st March 198 until 28th February 2083.

An approach has been made by the agent representing Channel Islands Welding Limited, the lessee, concerning development to the south-eastern corner of the existing structure on the Channel Islands Welding site and shown hatched on Drawing No. 62/03/62.

The development of this area will allow the existing tenants to consolidate the working areas within the buildings at La Collette which will release internal space to the western end of the building. The lessee plans for Rosden Ltd. to move to the east of the building which will allow Port Fairline marine to expand in line with business needs supported by Jersey Harbours.

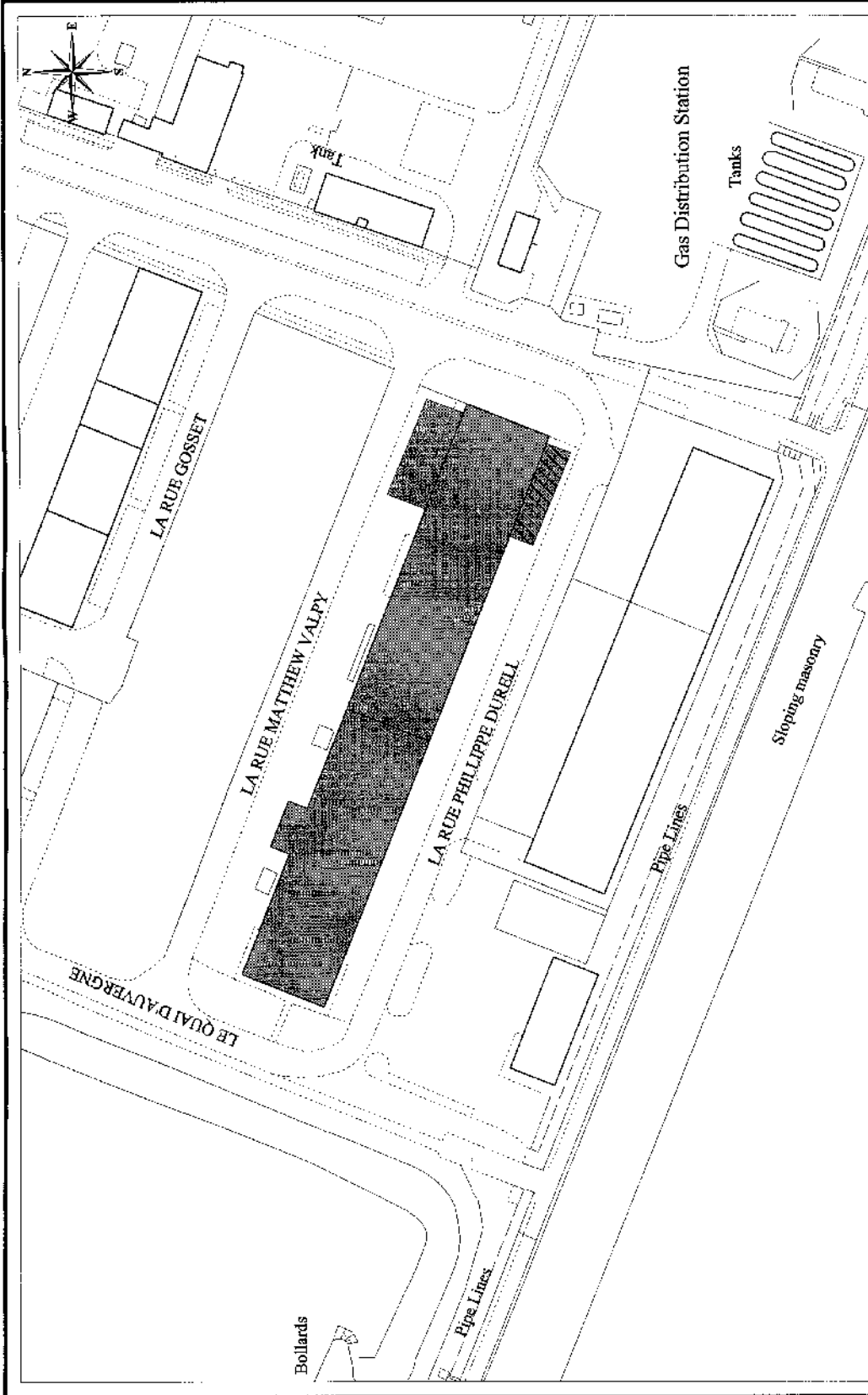
The lessee has undertaken some initial work to improve the area in question by removing temporary structures in line with the request of the Planning and Environment Committee representative and has been granted planning permission to replace these temporary structures with a permanent building.

The contract lease between the Public of the Island and Channel Islands Welding Limited states implicitly that there is to be no development or construction on the area to the south of the existing building. It has not been possible to determine the exact reason for this historic restriction but it is assumed that it was explicit in the contract lease in order to ensure that each unit on the La Collette Industrial site had sufficient working area and associated car parking spaces. Since the core business of the tenants has changed so the building restriction has been considered by the Planning and Environment Committee. The Committee noted that business needs in the area had changed since the commencement of the lease and has approved the alteration to the proposed contract lease in Act B2 dated 4th July 2002 with the following conditions–

- (1) A full commercial rental is payable and subject to rent review on the new built area for the period from the amendment to the contract being passed before the Royal Court to the termination of the contract lease.
- (2) The lessee is to pay all legal fees and associated costs in order to allow the contract lease to be amended in support of the development.
- (3) The tenant to be contractually obliged to demolish the building at lease expiry and reinstate the area of land should the landlord so wish at that time.

In order to ensure that such issues relating to the lease can be dealt with at Committee level in the future, it is proposed that the alterations to the head lease are applied to all areas of land covered under the contract lease and that the terms are altered to ensure that any issues in the future can be granted at the discretion of the administering Committee.

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



Drawing No:
62/03/62

Channel Island Welding Limited

Boundary Information Supplied by the States of Jersey Planning Office, but no responsibility can be accepted for error.



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