

DRAFT TELECOMMUNICATIONS (TRANSFER) (JERSEY) REGULATIONS 200-

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by the Finance and Economics Committee**



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REPORT

The vesting project

1. Under the Telecommunications (Jersey) Law 2002 ("TL"), the States are empowered to make Regulations vesting assets, rights and liabilities - as well as all the employees - of the Telecommunications Board ("the Board") into a group of companies. It is intended that this will take place on 1st January 2003 (Regulation 4).
2. In preparing the attached Regulations and in seeking to make all the arrangements to establish the new corporate group, the Finance and Economics Committee ("FEC") has sought to create a commercial group that will have every prospect of success in the new competitive, regulated environment. The Regulations therefore transfer to the group all necessary assets - but not assets that are, or clearly later will be, needed by the States.
3. The States will remain the sole shareholder of the group. Because of this, it will, if desirable for any reason, be possible to procure the return of any key assets that have been so transferred.
4. After vesting, the group is expected to treat the States at arm's length as a third party provider or customer. The new companies will be expected to pay the States for everything they receive from the States and to receive payment from the States for everything they provide to the States. This is important because the group must be seen to be operating in a competitive environment without hidden subsidy from - or hidden obligations to - government.

The new corporate group

5. The group holding company will be JT Group Limited ('JTGL') (Regulation 2(1)). It will issue to the States the whole of its authorised share capital in the form of £20,000,000 Ordinary Shares and £20,000,000 9% Cumulative Preference Shares (Regulation 3(1)). JTGL will have five asset holding, non-trading subsidiaries as well as its main trading company - Jersey Telecom Limited ("JTL") (Regulation 2(2)). At vesting, every share in those companies will be wholly owned by JTGL (Regulation 3(2) and (3)).
6. Under TL, the States has delegated to FEC virtually all of its powers as holder of securities in the group. In exercise of these powers FEC has appointed John P. Henwood MBE as the first Chairman of the board of directors of JTGL, Robert P. Lawrence and F. Philip Ainsworth as executive directors and John C. Boothman, David F. Le Quesne (Advocate) and Nigel W. Horne as non-executive directors.
7. The total value of the net assets (excluding goodwill and after deducting relevant pensions liabilities) to be transferred to the group is approximately £58 million. Because of the right to a 9% dividend attached to the £20 million of Cumulative Preference shares, and because that right carries forward from one year to the next if the dividend remains unpaid (it is cumulative as well as preferred in advance of any dividend on the Ordinary shares), the board of directors will have a base return to achieve for the group's owner - the States. The board of directors expects (and so does FEC) to do much better than this. Its performance will be evaluated by reference, principally, to the dividend stream on the £20 million Ordinary shares. At present FEC is looking forward to a minimum dividend of 13% per annum. The remaining equity of approximately £18,000,000 will take the form of realised profits (distributable reserves) at vesting (Regulation 15(8)).

The main operating company and its employees

8. The main operating and trading entity will be JTL and that company will be the only employer in the group. All employees of the Board will transfer seamlessly into the employ of JTL (Regulation 16) on 1st January 2003 (Regulation 4). The only change in contracts of service of the Board's employees will be the change of employer. The rights of employees to participate in the Public Employees Contributory Retirement Scheme ('PECRS') will also be unchanged save for the change of employer. The obligations of those employees to contribute to PECRS at the same rates as States employees will also be unchanged - and all changes in benefits to States employees within PECRS will accrue to and be applicable to these employees in the future as in the past. At the date of this Report, the admission terms for JTL as an Admitted Employer within PECRS have largely been established and have now to be set out in a single written document satisfactory to the Human Resources Committee and to all other parties.
9. To achieve this admission of JTL into PECRS on appropriate terms that will give the company a degree of commercial freedom with regard to its participation in it, JTL will pay a Lump Sum Contribution of approximately £15 million into that fund. JTL will have sufficient net assets to meet this cost but will be short of the required cash that will need to be paid over on or before 1st January 2003. Under the Public Finances (General) (Jersey) Rules 1967, public monies are permitted to be invested in debentures issued in Jersey. Separately from these Regulations, therefore, it is intended that JTL be provided, out of States Treasury cash balances, with an estimated initial sum of approximately £10 million repayable over a maximum period of 5 years and bearing interest at a rate to be fixed annually at one and a quarter times the rate of interest given by

one bank to another in the London inter-bank money market for a 12 month deposit. This rate will be beneficial to the Treasury - and will also be a rate that is likely to be cheaper for JTL than if it borrowed from outside the States.

10. Still on the subject of PECRS, some discussion has arisen about the most appropriate employment terms when the new group would enter into joint business ventures with others or, indeed, would enter into new geographical areas in the pursuit of the best interests of the group and its owners - the States. It is clear that it would not be practical for employees in joint venture subsidiaries and employees of subsidiaries that will carry on business outside Jersey to be forced to enter PECRS. For that reason, such subsidiaries have been removed from that requirement in Article 45 of TL and in relation to the overall requirement that 90% of group employees become members of PECRS (Regulation 17).

The main operating company and asset transfers

11. It is to the main operating and trading entity - JTL - that most of the movable assets, rights and liabilities of the Board are being transferred (Regulation 5(1)). The exceptions are the assets that link Jersey to the outside world (Regulation 6) and the assets that relate to and support the lease of the Board's offices in Grenville Street (Regulation 7) all of which will be transferred to holding companies that will not, in themselves, be exposed to trading risks. Certain movable assets will not be transferred at all (Regulation 5(4)) including assets that relate to the Board's interests in a short term lease given by it to JTL to use an open area of land off Cattle Street for car parking in exchange for an arms length commercial rent (Regulation 5(4)(b)).

The transfer of immovable property

12. The immovable property to be transferred to the group is listed in Regulations 8, 9 and 10 and the associated Schedules and plans. These schedules have been prepared in the Law Officers' Department and by private surveyors. In each case the property will be transferred to a non-trading wholly owned subsidiary of JTGL so as to minimise the risk to which such properties are exposed. In all cases, save that relating to the Five Oaks mast site (for technical legal reasons), the transfers have been made subject to the standard Housing Committee condition (Regulation 11).

13. Two items of immovable property have been the subject of much inter-Committee discussion. First, the property known as Telephone House in Minden Place will not be entirely transferred to the new group. The public of the Island will retain most of the car park off Cattle Street in its ownership. This land is particularly valuable to the public as owner of the Beresford Market land that links two streets already. A link to a third street will be provided by retention of part of the Cattle Street land by the States. The Board will shortly transfer its administration of this public land into the administration of the Planning and Environment Committee.

14. Unfortunately, the Schedule that transfers the Telephone House property and land to a group company (Schedule 1) does not quite meet the Committee's objectives and a further very small piece of land owned by the public and administered by the Board remains to be transferred. The Committee intends to place before the States a second Draft Telecommunications (Transfer) (Jersey) Regulations, with an accompanying Report, in the near future to tidy up this matter and make any other small adjustments as may be appropriate.

15. Second, the Board has constructed and at present operates an important mast at Five Oaks. The public of the Island, of course, owns the actual land on which the mast is built. But the administration of that land remains at present, for historic reasons, in the hands of the Harbours and Airport Committee ("H&A"). That Committee, through its Department of Electronics, has exclusive use of a part of the mast for vital public purposes. Acceptable arrangements (these are quite detailed because they involve radio non-interference and safety issues) have been agreed between H&A and JTL under which the land (including the mast, because it forms part of the immovable property) will be transferred to the new group (Regulation 9(2)) but, by means of a later Royal Court contract, the public of the island (through H&A) will be granted rights in perpetuity to the use of the top 6.5 metres of the mast. That contract will, in fact, be entered into after vesting day- but the principal Heads of Agreement have been included within the terms of the transfer under Regulation 9(2) and at the end of Schedule 2.

16. The transfer of the leasehold interest in No. 1, The Forum is effected through Regulation 10(g). Because the transfer is effected by Regulations made under Article 40 of the Telecommunications (Jersey) Law 2002, there is no requirement for the participation or consent of the landlord. As the effect of the transfer will be to alter the identity of the lessee, it is hypothetically an interference with the landlord's right to the peaceful enjoyment of its possessions. The Committee, however, believes that, as the new lessee will be a company wholly owned by the States of Jersey that has other Jersey property assets (listed in Regulation 10(a) to (f)) free of encumbrances, the value of which exceeds £2 million, there will be no real prejudice to the landlord. The Committee also believes that this particular transfer, which is an integral part of the overall States objective, declared through the enactment of TL, of creating a new improved environment for the provision of telecommunication services in Jersey, is in the general interest.

Accounting matters

17. Because the 2003 States Budgets have been compiled for some time now, the figure inscribed in them as arising into States Revenues from the activities of the Board during that year will partly be received by way of dividends - dividends on the 9% Cumulative Preference Shares in June and December 2003 and an interim dividend on the Ordinary shares in September 2003. In the absence of the final dividend on the Ordinary shares for the trading year 2003 (to be paid in March 2004), the total of these dividends will not meet the figure in the 2003 Budget. Moreover, because Jersey Income Tax is only actually paid in the year following the year of assessment, the tax payable for the 2003 Year of Assessment will also not be received by the States from the group until 2004. To ensure that the figure inscribed as Revenue from the Board in the 2003 States Budgets therefore, a special indebtedness of £2,072,000 has been created. This amount will be paid by JTL into the annual income of the States during 2003 in addition to the anticipated dividends (Regulation 5(3)).
18. Regulations 12, 13 and 14 deal with accounting matters in the books of the States. They provide for the orderly closure and settlement of outstanding balances in the States books at vesting day.
19. Regulation 15 deals with accounting matters in the books of the companies. It establishes, in particular, the accounting conventions for the valuation of all assets and liabilities of all the group companies at vesting day and also deals with the accounting treatment of the net surpluses of assets over liabilities in each company on that day.

Corporate governance matters

20. However, members will wish to know that FEC will, by the time these Regulations are debated, have entered into a Memorandum of Understanding with the board of directors of JTGL. Its purpose is to ensure the appropriate conduct of the business of the group and to put in place an accountability framework appropriate to the group as a business wholly owned by the States. It aims to foster a sound working relationship between FEC and JTGL based on a mutual understanding of expectations for the sharing of information, regular dialogue on key issues as they emerge and develop and, in particular, the key objectives of JTGL in its group business operations. The Memorandum seeks to achieve good results through the processes (including written statements and business plans) set out in the Memorandum and seeks to achieve sound corporate governance and acceptable business practices.
21. In discharging its obligations towards the States as owner of the group, the Finance and Economics Committee is very conscious that it will in future have a role that is significantly different from the previous role of the Board. The difference arises from the fact that the interests of users of telecommunications services in Jersey are now to be looked after by the regulatory authority that is separate from and independent of the States - the Jersey Competition Regulatory Authority ("JCRA"). Article 32(6) of the Law expresses the new position clearly: 'In that exercise of powers (of the States), the Finance and Economics Committee shall act in the interests of the States *as holder of securities* in a principal company.'

Financial projections

22. The projected Consolidated Balance Sheet of JTGL immediately after transfer on 1st January 2003 is -

	<i>£ million</i>
<u>Fixed assets</u>	
Tangible assets	<u>60.7</u>
<u>Current assets</u>	
Stock	1.9
Debtors	16.3
Cash in transit and in hand	<u>1.7</u>
	19.9
Creditors: amounts falling due within one year	<u>(11.6)</u>
<u>Net current assets</u>	<u>8.3</u>
Total assets less current liabilities	69.0
Creditors: amounts falling due after more than one year	<u>(11.1)</u>
<u>Net assets</u>	<u>57.9</u>
<u>Represented by:</u>	
Share Capital	40.0
Distributable reserves	<u>17.9</u>
<u>Shareholder's equity</u>	<u>57.9</u>

23. The projected dividends and other financial returns (other than interest on loans from the States) likely to be received by and actually credited to the annual income of the States in the years 2003, 2004, 2005 and 2006 from the group are as follows -

	2003	2004	2005	2006
	£m	£m	£m	£m
Special payment from past profits (Regulation 7(3))	2.1	-.	-.	-.
Preference share dividends	1.4	1.4	1.4	1.4
Ordinary Share Interim dividends	1.0	1.0	1.0	1.0
Ordinary Share Final dividends	-.	1.1	1.1	1.1
Jersey Income Tax	<u>-.</u>	<u>1.1</u>	<u>1.3</u>	<u>1.5</u>
TOTAL	<u>4.5</u>	<u>4.6</u>	<u>4.8</u>	<u>5.0</u>

Regulatory and other matters

24. The JCRA expects to have issued a valid licence - with appropriate conditions - to JTL before the States debate on these draft Regulations. That licence is expected to commence on vesting day - 1st January 2003. If for any reason that is not the case on the actual day of the debate, these Regulations will be withdrawn from the States Agenda Paper.
25. Immediately after the debate on these draft Regulations, but only if the business transfers are approved, a draft Act of the States to bring into force the remainder of TL will be proposed by the Industries Committee. Once that Act of the States has been made, three things will occur on exactly the same date: the transfer of the businesses of the Board to the new group; the licensing of JTL by the JCRA and the whole of TL becoming applicable to the telecommunications industry in Jersey.

Financial and manpower implications for the States

26. Apart from matters referred to above, the high level effect of these Regulations will be to transfer a major business activity of the States - that of the Telecommunications Board - out of the States Budgetary processes altogether and into a completely new financial regime. The new group will not be subject to any of the normal controls that apply to the expenditure and revenue of Committees of the States. However, the new group will be contributing to States Budgeted income in two ways. It will pay Jersey Income Tax on its profits and it will pay dividends to the States as its sole shareholder. Those dividends will be included in the annual States Budgets each year within the budgetary section applicable to the Finance and Economics Committee.
27. The manpower implications of the Regulations for the States at high level are also quite radical because the number of States employees will fall significantly. The employees of the Board - a States Committee, of course - will no longer be employed by the States but will instead be employed within the private sector.

Conclusion

28. The Finance and Economics Committee commends these draft transfer Regulations to the States as one of the final steps in the creation of a completely new and exciting environment for telecommunications in Jersey.

Explanatory Note

The object of these Regulations is to put into effect the transfers of assets, rights and liabilities envisaged in the Telecommunications (Jersey) Law 2002.

Regulation 1 sets out definitions of terms used in the Regulations.

Regulation 2 names the companies (all members of the Jersey Telecom Group) to which the assets, rights and liabilities of the Telecommunications Board are to be transferred.

Regulation 3 prescribes various shareholdings in those companies.

Regulation 4 names the date at which the transfers are to take place as 1st January 2003

Regulation 5 deals with most of the Board's movable property and associated rights and liabilities. These are to pass to Jersey Telecom Limited.

However, some assets, rights and liabilities relating to external links pass to JTG (External) Limited (*Regulation 6*) and some assets, rights and liabilities that are subject to certain agreements pass to JTG (Parishes) Limited (*Regulation 7*).

The Board's immovable property goes (generally) according to its location to JTG (St. Helier) Limited, JTG (St. Saviour) Limited and JTG (Parishes) Limited (*Regulations 8, 9(1), and 10*) and that property is made subject to control under the Housing (Jersey) Law 1949 (*Regulation 11*). In addition, certain immovable property of the public of Jersey is transferred to JTG (St. Saviour) Limited (*Regulation 9(2) and (3)*).

Requirements for the treatment of the accounts of the trading fund of the Board and of the accounts of the assets and liabilities of the Board are set out in *Regulations 12 and 13*, and the treatment of the States' shareholdings in the Jersey Telecom Group of companies in *Regulation 14*

The values of the assets, rights and liabilities of the Board shall be determined for the purposes of the Companies (Jersey) Law 1991 according to the method prescribed in *Regulation 15*. That Article also says how to treat any excess of assets or liabilities.

The company to which the Board's staff are transferred is Jersey Telecom Limited (*Regulation 16*).

The subsidiaries of JT Group Limited that are required under Article 46 of the Telecommunications (Jersey) Law 2002 to ensure that their employees are mainly members of the Public Employees Contributory Retirement Scheme (or a similar scheme) are the wholly-owned subsidiaries of JT Group Limited whose principal businesses are in Jersey (*Regulation 17*).

Schedules 1-3 set out descriptions of the various immovable properties transferred under Part 8 of the Law.

The Regulations are to come into force on 1st January 2003 (*Regulation 18*).

TELECOMMUNICATIONS (TRANSFER) (JERSEY) REGULATIONS 2002

ARRANGEMENT OF REGULATIONS

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- Schedule 1 - Telephone House, Minden Place, St. Helier
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Schedule 3 - Transfers to JTG (Parishes) Limited

- Part 1* - The Repeater Station, Trinity Gardens, St. Helier
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Part 3 - The South Exchange, La Route Orange, St. Brelade
Part 4 - The North Exchange, Le Chemin de Herupe, St. John
Part 5 - The West Exchange and Management Centre, La Grande Route de St. Ouen, St. Ouen
Part 6 - Land situated at Becquet Vincent, St. John's Main Road, St. Helier
Part 7 - Contract Leasehold Interest in No. 1 the Forum, Grenville Street, St. Helier

Telecommunications (Jersey) Law 2002

TELECOMMUNICATIONS (TRANSFER) (JERSEY) REGULATIONS 2002

(Promulgated on the _____ day of _____ 2002)

STATES OF JERSEY

The _____ day of _____ 2002

THE STATES, in pursuance of Articles 32, 33, 36 - 39, 41, 43, 46 and 65 of the Telecommunications (Jersey) Law 2002,^[1] have made the following Regulations -

Interpretation

1. In these Regulations -

“asset of the Board” has the same meaning as in Part 8 of the Law,^[2]

“the Law” means the Telecommunications (Jersey) Law 2002.^[3]

Companies: Articles 32, 37, 38

2.-(1) JT Group Limited, registered on 22nd October 2002, allocated the registered number 84230 and having its registered office at No. 1 the Forum, Grenville Street, St. Helier JE4 8PB, is prescribed as the principal company for the purposes of the Law.

(2) The following subsidiaries of the principal company are prescribed for the purposes of the Law -

- (a) Jersey Telecom Limited, registered on 1st July 2002, allocated the registered number 83487 and having its registered office at No. 1 the Forum, Grenville Street, St. Helier JE4 8PB;
- (b) JTG (St. Helier) Limited, registered on 10th October 2002, allocated the registered number 84171 and having its registered office at No. 1 the Forum, Grenville Street, St. Helier JE4 8PB;
- (c) JTG (St. Saviour) Limited, registered on 10th October 2002, allocated the registered number 84170 and having its registered office at No. 1 the Forum, Grenville Street, St. Helier JE4 8PB;
- (d) JTG (Parishes) Limited, registered on 10th October 2002, allocated the registered number 84173 and having its registered office at No. 1 the Forum, Grenville Street, St. Helier JE4 8PB;
- (e) JTG (External) Limited, registered on 10th October 2002, allocated the registered number 84172 and having its registered office at No. 1 the Forum, Grenville Street, St. Helier JE4 8PB.

Securities in companies: Article 33

3.-(1) The securities required to be issued to the States by JT Group Limited for the purposes of Article 33(1) of the Law^[4] are 19,999,998 ordinary shares, and 20,000,000 9% cumulative preference shares, out of an authorized share capital of £40,000,000 divided into 40,000,000 shares, each being of a nominal value of £1 and fully paid up.

(2) The securities required to be issued to JT Group Limited by Jersey Telecom Limited for the purposes of Article 33(1)(b) of the Law⁴ are 999,998 ordinary shares out of an authorized share capital of £1,000,000 divided into 1,000,000 ordinary shares, each being of a nominal value of £1 and fully paid up.

(3) The securities required to be issued to JT Group Limited by JTG (St. Helier) Limited, JTG (St. Saviour) Limited, JTG (Parishes) Limited and JTG (External) Limited for the purposes of Article 33(1)(b) of the Law^[5] are, in the case of each of those subsidiaries, 9,998 ordinary shares out of an authorized share capital of £10,000 divided into 10,000 ordinary shares, each being of a nominal value of £1 and fully paid up.

Transfer date: Article 36

4. For the purposes of Part 8 of the Law,^[6] the transfer date is 1st January 2003.

Transfer of Board movables to Jersey Telecom Limited: Article 37^[7]

5.-(1) The assets of the Board in the form of movable property and the rights and liabilities of the Board shall be transferred to Jersey Telecom Limited.

- (2) Those assets and rights shall include intellectual property rights, whether registered or not.

(3) The transfer of those assets is subject to an obligation on the part of Jersey Telecom Limited to pay, in equal instalments falling on 31st March 2003, 30th June 2003, 30th September 2003 and 31st December 2003, the sum of £2,072,000 to the annual income of the States.

- (4) The assets, rights and liabilities referred to in paragraph (1) shall not include -

- (a) the assets, rights and liabilities referred to in Regulations 6 and 7;
- (b) any rights and liabilities under a licence granted by the Board to JTG (St. Helier) Limited for the use of an area of land off Cattle Street, St. Helier, as a car park; or
- (c) the minutes of the Board, the records of acts of the Board and other records of the deliberations and decisions of the Board.

Transfer of Board movables to JTG (External) Limited: Article 37^[8]

6.-(1) The following assets (in movable property), rights and liabilities of the Board shall be transferred to JTG (External) Limited -

- (a) those in the form of or in or relating to the optical fibre cables and systems linking Jersey and Guernsey, Guernsey and the UK and Jersey and the UK;
- (b) those in the form of or in or relating to the microwave systems linking Jersey and France and Jersey and Guernsey.

(2) The assets (in movable property), rights and liabilities of the Board that are created or recognised in the following contracts with the Board (or of which the following contracts are evidence) shall be transferred to JTG (External) Limited -

- (a) the contract dated 26th March 1987 concerning the UK Channel Islands no. 7 submarine cable system;
- (b) the contract dated 8th July 1993 concerning the Guernsey Jersey no. 4 submarine cable system;
- (c) the contract dated 8th July 1993 concerning the UK Channel Islands no. 8 submarine cable system;
- (d) the contract dated 4th July 1996 concerning the UK Channel Island system no. 7 enhancement;
- (e) the contract dated 20th September 2001 concerning the Jersey France synchronous digital hierarchy radio relay system.

- (3) Paragraph (2) is not intended to limit the operation of paragraph (1).

(4) A condition of the transfers in accordance with this Regulation is that both Jersey Telecom Limited and JTG (External) Limited shall have the right to use and copy any software used by the Board, or available to the Board immediately before the transfer date, in relation to the assets transferred in accordance with this Regulation to JTG (External) Limited.

Transfer of Board movables to JTG (Parishes) Limited: Article 37^[9]

7. The assets (in movable property), rights and liabilities of the Board that are created or recognised in the following contracts with the Board (or of which the following contracts are evidence) shall be transferred to JTG (Parishes) Limited

- (a) the agreement of indemnity between Invesco International Limited and the Greffier of the States and Amvescap PLC dated 25th September 2000;
- (b) the licence agreement made on 12th October 2001 between Electricity Supply Nominees Limited and the Public of the Island of Jersey.

Transfer of Board immovables to JTG (St. Helier) Limited: Article 38^[10]

8. The assets of the Board in the property known as Telephone House, Minden Place, St. Helier (being the property described in Schedule 1) are prescribed for the purposes of Article 38(1) of the Law¹⁰, the transferee being JTG (St. Helier) Limited.

Transfer of immovables to JTG (St. Saviour) Limited: Articles 38, 39(1)(a)^[11]

9.-(1) The assets of the Board in the property known as the Engineering Centre and Mast Site at Five Oaks St. Saviour (being the property described in Schedule 2) are prescribed for the purposes of Article 38(1) of the Law, the transferee being JTG (St. Saviour) Limited.

- (2) The assets of the public in that property shall be transferred to JTG (St. Saviour) Limited.
- (3) Paragraph (2) is made under Article 39(1)(a) of the Law.^[12]

Transfer of Board immovables to JTG (Parishes) Limited: Article 38^[13]

10. The assets of the Board in the following properties are prescribed for the purposes of Article 38(1) of the Law,¹³ the transferee in each case being JTG (Parishes) Limited -

- (a) the property known as the Repeater Station in Trinity Gardens (being the property described in Schedule 3, Part 1);
- (b) the property known as the East Exchange in Grouville (being the property described in Schedule 3, Part 2);
- (c) the property known as the South Exchange in St. Brelade (being the property described in Schedule 3, Part 3);
- (d) the property known as the North Exchange in St. John (being the property described in Schedule 3, Part 4);
- (e) the property known as the West Exchange and Management Centre in St. Ouen (being the property described in Schedule 3, Part 5);
- (f) the land situated at Becquet Vincent, St. John's Main Road, St. Helier (being the property described in Schedule 3, Part 6);
- (g) the contract leasehold interest in No. 1 the Forum, Grenville Street, St. Helier (being the interest described in Schedule 3, Part 7).

Terms of transfers of immovables: Article 38(2)^[14]

11. A term of the transfer of immovable property under Article 38 of the Law¹⁴ is that the consent of the Housing Committee to the transfer is required, and is taken to have been given under Article 10(1) of the Housing (Jersey) Law 1949^[15] and to be subject to the condition prescribed by Article 10(2) of that Law.¹⁵

Treatment of Board's trading fund in transfers: Article 41(4)

12.-(1) The accounts in the books of the Treasurer of the States recording the position as at midnight on 31st December 2002 (and transactions up to that time) of the Board's trading fund, as referred to in Article 25C of the Public Finances (Administration) (Jersey) Law 1967,^[16] shall be aggregated.

- (2) The balance of those accounts after that aggregation shall, on demand, be paid by Jersey Telecom Limited to the annual income of the States if the balance is positive, or from the annual income of the States to Jersey Telecom

Limited if the balance is negative.

(3) That demand is one made on or after the transfer date by the Treasurer of the States if the balance is positive or by Jersey Telecom Limited if the balance is negative.

Treatment of Board's assets and liabilities in transfers: Article 41(4)^[17]

13.-(1) The accounts in the books of the Treasurer of the States recording the assets and liabilities of the Board as at midnight on 31st December 2002 shall be aggregated.

(2) The balance of those accounts after that aggregation shall, on demand, be paid by Jersey Telecom Limited to the annual income of the States if the balance is positive, or from the annual income of the States to Jersey Telecom Limited if the balance is negative.

(3) However, any of those accounts that relate to the performance of the Board's functions under Article 5 of the Telecommunications (Jersey) Law 1972^[18] shall be excluded from the aggregation.

(4) For the avoidance of doubt, it is declared that such of the accounts referred to in paragraph (1) as represent assets held on trust by the Board (including, but not limited to, deposits paid to the Board) shall be included in the aggregation.

(5) The demand referred to in paragraph (2) is one made on or after the transfer date by the Treasurer of the States if the balance is positive or by Jersey Telecom Limited if the balance is negative.

Value of JT Group Limited: Article 41(4)^[19]

14. For the purposes of States accounts, the value (at the moment on 1st January 2003 immediately after the transfers referred to in Articles 37 - 39 and 43 of the Law^[20]) of the States' shareholdings in the group of companies comprising JT Group Limited and its subsidiaries shall be the net asset value of the group at that moment.

Values relevant for Companies (Jersey) Law 1991: Article 41(5)¹⁹

15.-(1) As far as they are relevant to any matter under the Companies (Jersey) Law 1991,^[21] the value as at midnight on 31st December 2002 of the assets, rights and liabilities of the Board shall be determined using the same valuation and accounting bases as were used in preparing the financial statements of the Board in respect of the year that ended at midnight on 31st December 2001 that were approved by the Board on 19th April 2002 and signed on the Board's behalf by its Executive Director and Finance Director.

(2) As far as it is relevant to any matter under the Companies (Jersey) Law 1991,²¹ the balance remaining after the aggregation of accounts referred to in Regulation 13 or 14 shall be treated (whether or not demand is made for its payment) as a debt of Jersey Telecom Limited or of the States, as the case requires.

(3) The excess of assets over liabilities (at the moment on 1st January 2003 immediately after the transfers referred to in Articles 37 - 39 and 43 of the Law^[22]) in the case of Jersey Telecom Limited, JTG (St. Helier) Limited, JTC (St. Saviour) Limited, JTG (Parishes) Limited or JTG (External) Limited shall be credited to the respective company's reserves.

(4) Those liabilities shall include a liability reflecting the share capital required to be issued under Regulation 3 in the case of each company.

(5) The reserves shall be treated as realized profits for the purposes of Article 114 of the Companies (Jersey) Law 1991.^[23]

(6) In respect of JT Group Limited, the excess of assets over liabilities (at the moment on 1st January 2003 immediately after the transfers referred to in Articles 37 - 39 and 43 of the Law²²) shall be credited to reserves.

(7) Those liabilities shall include a liability reflecting the share capital required to be issued under Regulation 3 in the case of JT Group Limited.

(8) The reserves shall be treated as realized (8) profits for the purposes of Article 114 of the Companies (Jersey) Law 1991.²³

Transfer of staff: Article 43^[24]

16. For the purposes of Article 43 of the Law,²⁴ the company is Jersey Telecom Limited.

Subsidiaries required to employ PECRS members: Article 46(5)(b)^[25]

17. A reference in Article 46^[26] to a subsidiary of a principal company is a reference only to a subsidiary that

- (a) is a wholly-owned subsidiary (within the meaning of the Companies (Jersey) Law 1991^[27]) of a principal company; and
- (b) carries on its principal business in Jersey.

Citation and commencement

18. These Regulations may be cited as the Telecommunications (Transfer) (Jersey) Regulations 2002 and shall come into force on 1st January 2003.

SCHEDULE 1

(Regulation 8)

TELEPHONE HOUSE, MINDEN PLACE, ST. HELIER

The buildings known as "Telephone House" with the land and appurtenances dependent thereto and to which the Public of the Island has right as of old.

The boundaries of the premises described in this Schedule towards the "Fish Market" premises belonging to the Public of the Island are constituted as follows, namely -

- (a) by the main east gable wall, the most easterly, of the premises (and running between points "A" and "B" marked on the plan attached to this Schedule). This gable wall belongs in its entirety, and without off-set, to the owner of the premises described in this Schedule;
- (b) by the southern (by two sections) and western walls presently separating the buildings forming part of the premises described in this Schedule (and running between points "B", "C", "D" and "E" marked on the plan attached to this Schedule). These latter mentioned walls are party-owned between the Public of the Island (as owner of the "Fish Market" premises) and the owner of the premises described in this Schedule to be repaired, replaced and maintained as such; and
- (c) by the relevant section of the western wall of the bin store forming part of the "Fish Market" premises (as shown on the plan attached to this Schedule) running south from the point of intersection of that wall, at its northern end, with the party-owned wall separating the said bin store on the north side thereof from the oil room forming part of the premises described in this Schedule until intersecting with the extension of the relevant line drawn between boundary points numbered "BP3" and "BP4" (also marked on the plan attached to this Schedule and hereinafter referred to). This relevant section of wall belongs in its entirety, and without off-set, to the owner of the premises described in this Schedule.

The boundaries of the premises described in this Schedule towards the car park area to the rear thereof belonging to the Public of the Island are constituted by four boundary points located as follows, namely -

- (d) the first point ("BP1" on the plan attached to this Schedule) forms the south-west corner (the most westerly) of the premises described in this Schedule towards the car park owned by the Public of the Island and is found at the base of the eastern face of the granite wall immediately to the west of and co-extensive with not only the land dependent to the premises described in this Schedule but also the said car park (and which wall belongs in its entirety, and without off-set, to the Public of the Island) at a distance of 16 feet, 10 inches to the north of the north-west corner of a certain concrete pillar (on the north side of the middle of the three arched entrances in the granite wall concerned) and which pillar is established against the eastern face of the said granite wall;
- (e) the second point ("BP2" on the plan attached to this Schedule) is found at a distance of 25 feet, 8 inches to the east of the first, and at 30 feet, 10 inches to the north-east of the said north-west corner of the concrete pillar referred to in the previous sub-paragraph;
- (f) the third point ("BP3" on the plan attached to this Schedule) is found at a distance of 29 feet and $\frac{1}{2}$ an inch to the south of the second, at 38 feet, $7\frac{1}{2}$ inches to the south-east of the first, at 24 feet, 9 inches to the east of the south-east corner of a certain other concrete pillar (established on the south side of the middle of the three arched entrances in the granite wall belonging to the Public of the Island), at 42 feet, 6 inches to the north-east of the south-east corner of the said granite wall belonging to the Public of the Island (at the point at which it abuts the northern face of the south boundary wall of the car park belonging to the Public of the Island), at 46 feet, 1 inch to the north-west of the south-west corner of a certain wall to the south of the rear entrance in to the "Fish Market" premises, (at the point at which the said wall abuts the northern face of the said south boundary wall of the car park belonging to the Public of the Island) and at 33 feet 4 inches to the north of the northern face of the said south boundary wall of the car park belonging to the Public of the Island; and
- (g) the fourth point ("BP4" on the plan attached to this Schedule) is found at a distance of 33 feet, 4 inches to the east of the third, at 67 feet, 6 inches to the north-east of the south-east corner of the said granite wall belonging to the Public of the Island, (at the point at which it abuts the northern face of the south boundary wall of the car park belonging to the Public of the Island) and at 21 feet, 4 inches to the north of the south-west corner of the west wall of the bin store forming part of the "Fish Market" premises belonging to the Public of the Island, (at the point at which the wall abuts the northern face of a section of wall running to the west thereof, and at right angles thereto, and to the north of the rear entrance in to the "Fish Market" premises).

The locations of the four boundary points referred to above are generally shown on the plan attached to this Schedule and all measurements relating thereto are taken in straight lines and in English feet.

The lines of demarcation separating the premises described in this Schedule from the car park belonging to the Public of the Island are as follows, namely - firstly, imaginary straight lines taken joining the boundary points numbered "BP1" to "BP4" inclusive, as marked on the plan attached to this Schedule; and secondly, a line extended in an easterly direction from boundary point "BP4" (and on the same alignment as boundary points "BP3" and "BP4" as marked on the plan attached to this Schedule) until reaching the eastern face of the relevant section of the western wall of the bin store forming part of the "Fish Market" premises owned by the Public of the Island.

The following specific rights shall affect the premises described in this Schedule, namely -

- (i) The owner of the premises described in this Schedule shall have a right of way and passage on foot only in and under the granite archway (being the most northerly of three) currently established in the granite wall belonging to the Public of the Island (and which wall is co-extensive not only to the relevant part of the said premises described in this Schedule but also the car park belonging to the Public of the Island), the whole in order to come and go from the relevant part of the premises described in this Schedule to the Public Highway known as "Cattle Street".
- (ii) The Public of the Island shall have a right of access whenever necessary (but only after having provided the Chief Executive Officer of Jersey Telecoms (or such other person as may from time to time be designated) with previous notice in writing of not less than two weeks, except in cases of extreme emergency) with or without workmen, materials, ladders and scaffolding on to the necessary parts only of the south-western extremity of the premises described in this Schedule in order to repair, replace, rebuild, clean and generally maintain that section of the granite wall bordering "Cattle Street" belonging to the Public of the Island which is co-extensive with the premises described in this Schedule (including any relevant foundations dependent thereto and which, if established beneath the premises described in this Schedule, can remain as at present). This right of access must be exercised by the Public of the Island as quickly as possible, causing the least inconvenience possible and reinstating any affected areas of the premises described in this Schedule to the reasonable satisfaction of the said Chief Executive Officer of Jersey Telecoms (or such other person as may from time to time be designated) immediately after completion of relevant works.
- (iii) Any foundations dependent to the main east gable wall of the premises described in this Schedule (on the line drawn between points "A" and "B" marked on the plan attached to this Schedule), and which may be established beneath and across the "Fish Market" premises owned by the Public of the Island, can remain as established.
- (iv) All windows, doors, gutters, downpipes, fascias, parts of roof, overflow pipes, air and other vents and the beam which currently supports an air conditioning unit established on the roof of the buildings forming part of the premises described in this Schedule, can remain as presently established within, against and upon the main east gable wall of the buildings forming part of the premises described in this Schedule (on the line drawn between points "A" and "B" marked on the plan attached to this Schedule), notwithstanding that the windows, doors and vents concerned are less than the prescribed common law distance of three Jersey feet from the boundary (in this area) of the premises described in this Schedule towards the "Fish Market" premises belonging to the Public of the Island and notwithstanding also that the other items referred to in this clause encroach on to and overhang the said "Fish Market" premises belonging to the Public of the Island.
- (v) Subject to the terms of clause (vi) of this Schedule (hereinafter referred to), the owner of the premises described in this Schedule shall have a right of access with or without workmen, materials, ladders and scaffolding on to the necessary parts only of the "Fish Market" premises belonging to the Public of the Island (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island by the terms of clause (ii) of this Schedule) in order to repair, renew, replace, rebuild, clean paint, empty, unblock, unfreeze and generally to maintain not only the main east gable wall of the building forming part of the premises described in this Schedule (on the line drawn between points "A" and "B" marked on the plan attached to this Schedule), and any foundations relating thereto, but also all encroaching items and apparatus referred to in clause (iv) of this Schedule.
- (vi) Notwithstanding the provisions of clause (v) of this Schedule, the Public of the Island (as owner of the "Fish Market" premises) shall have the right generally to join against the main east gable wall of the building forming part of the premises described in this Schedule (on the line drawn between points "A" and "B" marked on the plan attached to this Schedule but save and except co-extensive with the double doors hereinafter referred to) and this not only for the benefit of the various items and apparatus currently established against the gable wall concerned but also for the benefit of anything which may be established by the Public of the Island on the "Fish Market" premises in the future. In this regard it is further

acknowledged -

- (A) all relevant items and apparatus referred to in clause (iv) of this Schedule which are currently established in or against the ground floor section of the main east gable wall of the premises described in this Schedule (with the exception of the double doors hereinafter referred to) shall be removed (at the sole expense of the owner of the premises) upon the date of certification (by the Department of Planning and Building Services) of completion of works in relation to the power room which Jersey Telecoms propose to establish in the north-east corner of the ground floor area of the main building forming part of the premises described in this Schedule,
- (B) that all relevant items and apparatus referred to in clause (iv) of this Schedule which are currently established in, on or against the remainder (that is to say, the section above ground floor level) of the main east gable of the buildings forming part of the premises described in this Schedule shall be completely removed (at the sole expense of the owner of the premises) upon formal receipt from the Chief Executive Officer of the States of Jersey Industries Committee (or such other person as may from time to time be designated) of notice in writing to this effect. It being clearly understood that such notice must be of a period of not less than five years and can not be given within five years from the 1st January 2003,
- (C) that the ground floor area of the "Fish Market" premises adjacent to the double doors (hereinafter referred to) shall not be built upon in any manner whatsoever so as to impede access to the double doors and, furthermore, that any future redevelopment of this area of the "Fish Market" premises will ensure and safeguard continual, unimpeded access and egress to and from the double doors (via the "Fish Market" premises) to the nearest public highway, and
- (D) that once the Public of the Island (as the owner of the "Fish Market" premises) has exercised (either in whole or in part) its right to join against the permitted areas of the main east gable wall of the buildings forming part of the premises described in this Schedule in pursuance of the terms of this clause, the right of access granted to the owner of the premises pursuant to the terms of clause (v) of this Schedule shall cease to exist (either in whole or in part but save and except in so far as concerns the double doors hereinafter referred to) on the basis that it is no longer capable of being exercised.
- (vii) The owner of the premises described in this Schedule shall have the right to cause the flow of the rain and surface waters emanating from parts of the roofs of the buildings currently forming part of the premises as at present, that is to say in to the relevant drainage system established on the "Fish Market" premises owned by the Public of the Island and this by means of the various downpipes and gutters (referred to in clause (iv) of this Schedule) which drain therein. In addition, the owner of the premises shall have a right of access on to the relevant parts of the "Fish Market" premises owned by the Public with or without workmen and materials, ladders and scaffolding (on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the "Fish Market" premises) by the terms of clause (ii) of this Schedule) in order to repair, replace, renew, clean, empty, paint, unfreeze, unblock and generally maintain all necessary and relevant parts of the said drainage system. With the added proviso that, for the avoidance of any doubt, the Public of the Island will have the right formally to request the removal of those downpipes and gutters referred to in this clause which encroach upon the "Fish Market" premises, on the terms and conditions set out in clause (vi) of this Schedule.
- (viii) The owner of the premises described in this Schedule shall be permitted to use the large double doors established within the main east gable wall of the building forming part of the premises described in this Schedule (at ground floor level and found between the sixth and seventh supporting pillars currently established against the east face of that gable wall, counting from north to south from the "Minden Place" access to the "Fish Market" premises), firstly, as a fire exit in emergency situations and, secondly, as an area through which to load and unload equipment relevant to the business undertakings of "Jersey Telecoms". In the latter regard, any access required to the double doors in and across the "Fish Market" premises owned by the Public of the Island must be exercised in and across a route from time to time designated by the Chief Executive Officer of the States of Jersey Industries Committee (or such other person from time to time designated) and must be the subject of previous notice in writing to the Chief Executive Officer of the States of Jersey Industries Committee (or such other person from time to time designated) of not less than one week.
- (ix) In order to separate the premises described in this Schedule on the south (by two sections) and west sides thereof from the car park belonging to the Public of the Island, it shall be lawful for the owner of the premises (subject to prior receipt of the appropriate consents from relevant competent authorities) to erect gables or walls, the southern and western (exterior) faces of which shall be sited entirely upon the lines of demarcation drawn between boundary points "BP1" to "BP4", inclusive, (as shown on the plan attached to this Schedule). In addition, the owner of the premises shall be entitled to establish any reasonable and necessary foundations relating to such gables or walls beneath or across the relevant areas of the car park

belonging to the Public of the Island immediately adjacent to and co-extensive with the said gables or walls. Such walls or gables, once constructed, will be and shall remain the entire property of the owner of the premises described in this Schedule, without off-set, but against which the Public of the Island (as the owner of the car park) shall have a general right to build or to join, without reserve.

- (x) The owner of the premises described in this Schedule shall have a right of access on to the necessary parts only of the car park belonging to the Public of the Island (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as the owner of the "Fish Market" premises) by the terms of clause (ii) of this Schedule), with or without workmen, materials, ladders and scaffolding in order not only to construct and establish the gables or walls and relevant foundations referred to in clause (ix) of this Schedule but also, thereafter, to repair, replace, renew, rebuild, paint, clean and generally maintain the same. The right of access conferred by the terms of this clause is subject to the right of the Public of the Island to join against the said gables or walls, once constructed (and as provided for by the terms of clause (ix) of this Schedule), and if such rights are exercised by the Public of the Island (either in whole or in part) then this right of access will cease to be of any effect (either in whole or in part) on the basis that it is incapable of being exercised.
- (xi) For the avoidance of any doubt, the owner of the premises described in this Schedule shall have the right to join against the eastern face of the granite wall belonging to the Public of the Island and this for the western end of any gable or wall constructed by the owner of the premises on the line drawn between boundary points "BP1" and "BP2" (shown on the plan attached to this Schedule) in accordance with the terms of clause numbered (ix) of this Schedule and for any replacement thereof in the future.
- (xii) The Public of the Island reserves the right to join against the south face of the south-western corner (the most westerly) of the buildings forming part of the premises described in this Schedule and this for the northern end of the granite wall belonging to the Public of the Island adjacent to the Public Highway "Cattle Street" and for any replacement thereof in the future.
- (xiii) The Public of the Island shall have a right of access with or without workmen, materials, ladders and scaffolding on to the necessary parts only of the buildings forming part of the premises described in this Schedule and this in order to repair, replace, renew, rebuild, clean, paint and generally maintain, firstly, all existing buildings (and their appurtenances) currently established on the "Fish Market" premises and, secondly, to construct and establish and, thereafter, to repair, replace, renew, rebuild, clean, paint and generally maintain any new buildings (and their appurtenances) on the "Fish Market" premises or on the car park also owned by the Public of the Island. This right of access is to be exercised on the same terms and conditions as the right of access conferred upon the Public of the Island by the terms of clause (ii) of this Schedule.
- (xiv) Any pipes, cables, conduits and other apparatus relevant to the provision of any of the main services (including drainage) to the premises described in this Schedule, and which may be currently established beneath or across any part of the "Fish Market" premises or the car park, both belonging to the Public of the Island, can remain as at present.
- (xv) Reciprocally, any pipes, cables, conduits and other apparatus concerning the provision of any of the main services (including drainage) to either the "Fish Market" premises or the car park belonging to the Public of the Island, and which may be currently established beneath and across the premises described in this Schedule, can remain as at present.
- (xvi) The owner of the premises described in this Schedule and the Public of the Island (as owner of the "Fish Market" premises and the car park) shall have reciprocal rights of access on to each other's property (on the same terms and conditions attaching to the right of access conferred upon the Public of the Island by the terms of clause (ii) of this Schedule), with or without workmen and materials in order to repair, replace, renew, unblock, unfreeze, clean and generally maintain any of the service apparatus covered by the terms of clauses (xiv) and (xv) of this Schedule. The whole on condition that (a) any part of such service apparatus serving the relevant property owned by the Public of the Island and the premises described in this Schedule in common shall be repaired, replaced, renewed, unblocked, unfrozen, cleaned and maintained at common cost by the Public of the Island and (b) the owner of the premises described in this Schedule and the Public of the Island shall each have the right to relocate such service apparatus established on their respective properties provided that previous notice in writing to the other party of not less than six months is given and provided also that any relevant works are carried out by competent contractors at the cost of the party proposing the relocation, after having received any required consents from the competent authorities, and to the reasonable satisfaction of the other party.

Finally, it is acknowledged that the agreed continued use by "Jersey Telecoms" of, firstly, a certain room (at first floor level) forming part of the "Fish Market" premises as an exchange equipment room (measuring approximately 877.64 square feet in area and which can only be accessed from the premises described in this Schedule) and, secondly, the car

park belonging to the Public of the Island is to be covered by the terms of separate and subsequent formal agreements between the owner of the premises described in this Schedule and the Public of the Island. Copies of brief summaries of the agreed main heads of terms in relation to each arrangement are also attached to this Schedule.

The said premises are situated in the Parish of St. Helier, in the Vingtaine of Haut de la Ville, and are in the state or condition in which they are currently found with all their faults apparent or hidden, should same exist.

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Summary of Principal Heads of Agreement for the continued use of the Room above the north corridor of the Fish Market by JTG (St. Helier) Limited

1. The Public will lease the room to JTG (St. Helier) Limited for a term of twenty-five years.
2. On redevelopment of the Fish Market either party may give five years' notice of termination of the lease. Such notice cannot be given within the first five years of the lease.
3. If the Fish Market has not been redeveloped within the twenty-year period, the parties may agree to renew the lease for a further twenty-five years on the same terms and conditions, save that the prohibition on giving notice during the first five years of the lease shall not apply.
4. The rental will be £9,654 per annum subject to five yearly rent reviews.
5. In the event of any dispute arising after the commencement of the lease the Finance and Economics Committee will represent JTG (St. Helier) Limited.

Summary of Principal Heads of Agreement for continued use of part of the Cattle Street Car Park by JTG (St. Helier) Limited

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- (1) The administering Committee for the time being of the car park will grant to JTG (St. Helier) Limited licences to park cars in the car park.
 - (2) The licences will be granted for a term of two years and will be subject to a period of notice of termination of two years. The administering Committee will not be entitled to give notice of termination during the first two years of the licences.
 - (3) The charge for the licences will be £1,000 per annum or £1,500 per annum depending on the accessibility of the car parking spaces, and will be subject to two yearly reviews.
 - (4) In the event that notice of termination is given by the administering Committee to JTG (St. Helier) Limited the Finance and Economics Committee will be entitled to make representations to the administering Committee if it feels that the termination of the licence is not in the best interest of the Public.
 - (5) In the event of any dispute arising after the grant of the licences, the Finance and Economics Committee will represent JTG (St. Helier) Limited.
 - (6) The administering Committee for the time being will consult JTG (St. Helier) Limited with respect to any changes which are proposed to be made in the use of the car park during the currency of any licence which may have been issued to JTG (St. Helier) Limited.

Plan of Telephone House, Minden Place, St. Helier



SCHEDULE 2

(Regulation 9)

ENGINEERING CENTRE AND MAST SITE, FIVE OAKS, ST. SAVIOUR

The buildings known as “The Engineering Centre” with the land and appurtenances dependent thereto. ITEM, the area of land to the north-west of “The Engineering Centre” with the Telecommunications Mast and other relevant apparatus constructed thereon. The whole of the premises described above joining together and having been established by the Public of the Island on not only part of the immovable property to which it has right by a contract dated the 9th July 1971, of hereditary purchase from the limited liability company known as “The Jersey Farmers’ Co-operative Limited” but also on part of the immovable property to which it has right by a contract dated the 1st August 1975, of hereditary purchase from the said limited liability company known as “The Jersey Farmers’ Co-operative Limited”.

The northern boundary (the most easterly) of the premises towards the neighbouring Central Laundry site owned by the Public of the Island is constituted by an imaginary straight line drawn between boundary points numbered “BP001” to “BP005”, inclusive, as shown on a certain drawing prepared by the company “Professional Hi-Tech Services Limited” dated October 2002, and bearing the number “P 587 41”, (a reduced copy of which is attached to this Schedule and which is hereinafter referred to in this Schedule as “The Plan”), with a line being extended in an easterly direction from boundary point number “BP001” (on the same alignment as boundary points numbered “BP001” to “BP005”, inclusive, shown on The Plan) until reaching the alignment of the eastern boundary of the Central Laundry site owned by the Public of the Island towards the neighbouring property belonging to the limited liability company known as “The Guiton Group Limited”.

The western, northern and eastern boundaries of the premises described in this Schedule towards the equipment room belonging to the Public of the Island are constituted by imaginary straight lines drawn between boundary points numbered “BP005” to “BP008”, inclusive, shown on The Plan.

The eastern and northern (the most northerly) boundaries of the mast site forming part of the premises described in this Schedule, towards the Central Laundry site belonging to the Public of the Island, are constituted, firstly, by an imaginary straight line drawn between boundary points numbered “BP007” to “BP009”, inclusive, shown on The Plan and, secondly, an imaginary straight line extended in a westerly direction from boundary point number “BP009” until reaching the western boundary of the premises described in this Schedule towards the neighbouring land bearing the number 381 on the 1981 edition of the Ordnance Survey Map of the Island.

The southern (by two sections), south-eastern (also by two sections) and south-western boundaries of the premises described in this Schedule towards the property known as “Les Amis” owned by the Public of the Island are constituted by imaginary straight lines drawn between boundary points numbered “BP010” to “BP015”, inclusive, shown on The Plan with, in addition and firstly, a line being extended in a westerly direction from boundary point number “BP010” (on the same alignment as boundary points numbered “BP010” and “BP011” shown on The Plan) until reaching the alignment of the south-western boundary of the premises described in this Schedule towards the neighbouring property belonging to the limited liability company known as “Huelin (Jersey) Limited”, and secondly, a line being extended in a south-easterly direction from boundary point number “BP015” (on the same alignment as boundary points numbered “BP014” and “BP015” as shown on The Plan) until reaching the east boundary of the premises described in this Schedule towards the neighbouring property known as “Maison Blanche” belonging to Kathryn Florence Hotton, widow of Mr. Kenneth Edward Squire.

In respect of the above-mentioned boundary points it is acknowledged as follows, namely -

- (a) the line running between boundary points numbered “BP004” and “BP005” (shown on The Plan) follows the northern (exterior) face of the north wall of the building forming part of the premises described in this Schedule towards the Central Laundry site owned by the Public of the Island. The northern wall of the said building forming part of the premises described in this Schedule belongs in its entirety, and without off-set, to the owner of the premises;
- (b) the line running between boundary points numbered “BP005” and “BP006” (shown on The Plan) follows the centre line of the wall separating the equipment room belonging to the Public of the Island from the relevant building forming part of the premises described in this Schedule. The separating wall in question is and shall remain party-owned between the Public of the Island (as owner of the equipment room) and the owner of the premises described in this Schedule to be repaired, replaced, rebuilt, maintained and upkept as such;
- (c) the lines running between boundary points numbered “BP006” to “BP008”, inclusive, (shown on the plan) follow the alignment of the southern and western walls of the equipment room belonging to the Public of the Island towards the relevant part of the premises described in this Schedule. These two walls of the equipment room belong, in their entirety and without off-set, to the Public of the Island;

- (d) the lines drawn between boundary points numbered “BP010” to “BP015”, inclusive, (shown on The Plan) follow the alignment of the exterior faces of the relevant sections of fencing separating the premises described in this Schedule from the property known as “Les Amis” belonging to the Public of the Island. These sections of fencing belong, in their entirety and without off-set, to the owner of the premises described in this Schedule; and
- (e) all measurements relating to the said boundary points are in metric and are set out and described in a certain document headed “Coordinate and Descriptive Definition of Boundary Points” also prepared by the said company “Professional Hi-Tech Services Limited” and bearing the number “PHT 587 411” (and a reduced copy of which is also attached to this Schedule).

The following specific rights shall affect the premises described in this Schedule, namely -

- (i) In order to access the equipment room referred to above, the Public of the Island shall have a right of way and passage at all times and for all purposes in and across the necessary parts only of the premises described in this Schedule (and the route of which right of way can be altered by the owner of the premises described in this Schedule on the provision of previous notice in writing of not less than three months to the Director of Jersey Airport). In exercising this right of way, the Public of the Island undertakes not to park any vehicles on the premises described in this Schedule (other than those provided for under the terms of clause “(ii)” of this Schedule) and not to place any obstructions on the premises.
- (ii) The Public of the Island (as owner of the said equipment room) shall have a right of access whenever necessary (but only after having first provided the Chief Executive Officer of Jersey Telecoms (or such other person who may be designated from time to time) with previous notice in writing of not less than two weeks, except in cases of extreme emergency) with or without workmen, materials, ladders and scaffolding on to the necessary parts only of the premises described in this Schedule in order to repair, rebuild, replace, heighten, clean, paint and generally maintain all and any relevant parts of the equipment room including any relevant foundations dependent thereto (which, if established beneath the premises described in this Schedule, can remain as at present) and the parts of the roof, downpipes, gutters and fascias and the aerial all established on and against the south and west walls of the equipment room (and which can remain as established notwithstanding that they overhang and encroach upon the premises described in this Schedule). This right of access will include the right (but strictly only if necessary) for the Public of the Island to temporarily park a reasonable number of relevant vehicles on the premises described in this Schedule in order to facilitate the works envisaged by the terms of this clause (and this only in areas of the premises reasonably stipulated from time to time by the said Chief Executive Officer of Jersey Telecoms). The said right of access must be exercised as quickly as possible, causing the least inconvenience possible and reinstating any affected areas of the premises described in this Schedule to the reasonable satisfaction of the said Chief Executive Officer of Jersey Telecoms (or such other person who may be designated from time to time) immediately after completion of relevant works.
- (iii) The door, the various air vents, extractor units and other dependent apparatus relating to the air conditioning system and all other cables, pipes and other apparatus currently established in, on or against the north wall of the relevant building dependent to the premises described in this Schedule (on the line drawn between boundary points numbered “BP004” and “BP005” shown on The Plan) can all remain as at present notwithstanding that (a) the door and the air vents concerned are less than the prescribed common law distance of three Jersey feet from the boundary in this area and (b) all other items referred to in this clause encroach on to and over-hang the relevant part of the Central Laundry site owned by the Public.
- (iv) The raised cable bridge and its support posts (including, for the avoidance of any doubt, the cables currently established with the said bridge and connecting to the Telecommunications Mast hereinbefore referred to) can remain as at present constructed and established partly upon the premises described in this Schedule and partly upon the relevant part of the Central Laundry site owned by the Public of the Island. With the owner of the premises described in this Schedule having the exclusive right to use the same and the exclusive responsibility for the repair, replacement, renewal, cleaning, general maintenance and ultimately (and, if relevant in the future due to no remaining operational requirement) for the demolition and removal of all relevant apparatus and reinstatement of the affected part of the property owned by the Public of the Island to the reasonable satisfaction of the Chief Executive Officer of the States of Jersey Health and Social Services Department, all at its sole expense.
- (v) The owner of the premises described in this Schedule shall have a right of access on to the necessary parts only of the Central Laundry site belonging to the Public of the Island (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the equipment room) by the terms of clause “(ii)” of this Schedule, with or without workmen, materials, ladders and scaffolding in order to repair, replace, rebuild, heighten, renew, paint, clean and generally maintain (a) the northern wall of the building forming part of the premises described in this Schedule (co-extensive with the line drawn between boundary points numbered “BP004” and “BP005” shown on The Plan) and any

foundations relating thereto which may be established beneath the Central Laundry site, and which can remain as at present, (b) the various items and apparatus referred to and described in clauses “(iii)” and “(iv)” of this Schedule and (c) the metal fencing established entirely upon the premises and lying immediately to the south of the line extended in a westerly direction from boundary point numbered “BP009” shown on The Plan.

- (vi) In order to more fully enclose the premises described in this Schedule from the Central Laundry site belonging to the Public of the Island on the line drawn between boundary points numbered “BP001” to “BP004”, inclusive, (shown on The Plan), it shall be lawful for the owner of the premises to construct, at its own cost and subject to having received any required prior consents from the competent authorities so to do, a new gable, wall or fence, the northern (or exterior) face of which shall be sited upon the afore-mentioned line drawn between boundary points numbered “BP001” to “BP004”, inclusive, shown on The Plan. For the avoidance of any doubt, it shall also be lawful for the owner of the premises described in this Schedule to establish any reasonable foundations required in connection with such a new gable, wall or fence beneath that part of the Central Laundry site owned by the Public of the Island lying immediately to the north of and co-extensive with the line drawn between boundary points numbered “BP001” to “BP004”, inclusive, shown on The Plan. In addition, the owner of the premises described in this Schedule will be able to maintain, as established, and to enlarge or reduce the existing width of the entrance established in that part of the boundary line drawn between boundary points numbered “BP001” and “BP002” (shown on The Plan) in order to facilitate vehicle access and egress to and from that part of the Central Laundry site which is currently the subject of an existing paper lease agreement between the Public of the Island and Jersey Telecoms. This latter provision includes the right to establish any gates or barriers deemed necessary across such entrance, provided that such gates or barriers open in to the premises described in this Schedule and not on to any part of the Central Laundry site.
- (vii) The owner of the premises described in this Schedule shall have a right of access on to the necessary parts only of that area of the Central Laundry site lying to the north of and co-extensive with the line drawn between boundary points numbered “BP001” to “BP004”, inclusive, shown on The Plan, (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the equipment room) by the terms of clause “(ii)” of this Schedule), with or without workmen, ladders and materials in order not only to construct and, thereafter, to repair, replace, rebuild, heighten, clean, paint and generally maintain and upkeep the gable, wall or fence and relevant foundations envisaged by the terms of clause “(vi)” of this present Schedule but also to establish and, thereafter, to repair, replace, clean, paint and generally maintain the gates or barriers also envisaged by the terms of clause “(vi)” of this Schedule. Any new gable, wall or fence constructed in the manner provided for by the relevant terms of clause “(vi)” of this Schedule shall, once completed, remain the absolute property, without off-set, of the owner of the premises.
- (viii) The owner of the premises described in this Schedule shall have a right of access on to the necessary parts only of the property known as “Les Amis” belonging to the Public of the Island (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the equipment room) by the terms of clause “(ii)” of this Schedule, with or without workmen, ladders and materials in order to repair, replace, rebuild, heighten, renew, paint, clean and generally maintain the existing sections of fencing on the southern, south-eastern and south-western sides of the premises described in this Schedule towards the said property known as “Les Amis”.
- (ix) Any pipes, cables, conduits and other apparatus relevant to the provision of any of the main services (including drainage) to the premises described in this Schedule, and which may be currently established beneath or across any part of the Central Laundry site, the equipment room and the property known as “Les Amis” all belonging to the Public of the Island, can remain as at present.
- (x) Reciprocally, any pipes, cables, conduits and other apparatus concerning the provision of any of the main services (including drainage) to the Central Laundry site, the equipment room and the property known as “Les Amis” all belonging to the Public of the Island, and which may be currently established beneath and across the premises described in this Schedule, can remain as at present.
- (xi) The owner of the premises described in this Schedule and the Public of the Island (as owner of the Central Laundry site, the equipment room and the property known as “Les Amis”) shall have reciprocal rights of access on to each other’s property (on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the equipment room) by the terms of clause “(ii)” of this Schedule), with or without workmen and materials in order to repair, replace, renew, unblock, unfreeze, clean and generally to maintain any of the service apparatus covered by the terms of clauses “(ix)” and “(x)” of this Schedule. The whole on condition that (a) any parts of such service apparatus serving relevant property owned by the Public of the Island and the premises described in this Schedule in common shall be repaired, replaced, renewed, unblocked, unfrozen, cleaned and maintained at common cost by the Public of the Island and the owner of the premises and (b) the owner of the premises described in this Schedule and

the Public of the Island shall each have the right to relocate such service apparatus established on their respective properties provided that previous notice in writing to the other party of not less than six months is given and provided also that any relevant works are carried out by competent contractors at the cost of the party proposing the relocation, after having received any required consents from the competent authorities, and to the reasonable satisfaction of the other party.

Finally, it is acknowledged that the agreed continuing use of part of the aforementioned Telecommunications Mast forming part of the premises described in this Schedule by the Public of the Island is to be covered by the terms of a separate and subsequent formal agreement between the owner of the premises described in this Schedule and the Public of the Island. A copy of a brief summary of the agreed main heads of terms of this arrangement is also attached to this Schedule.

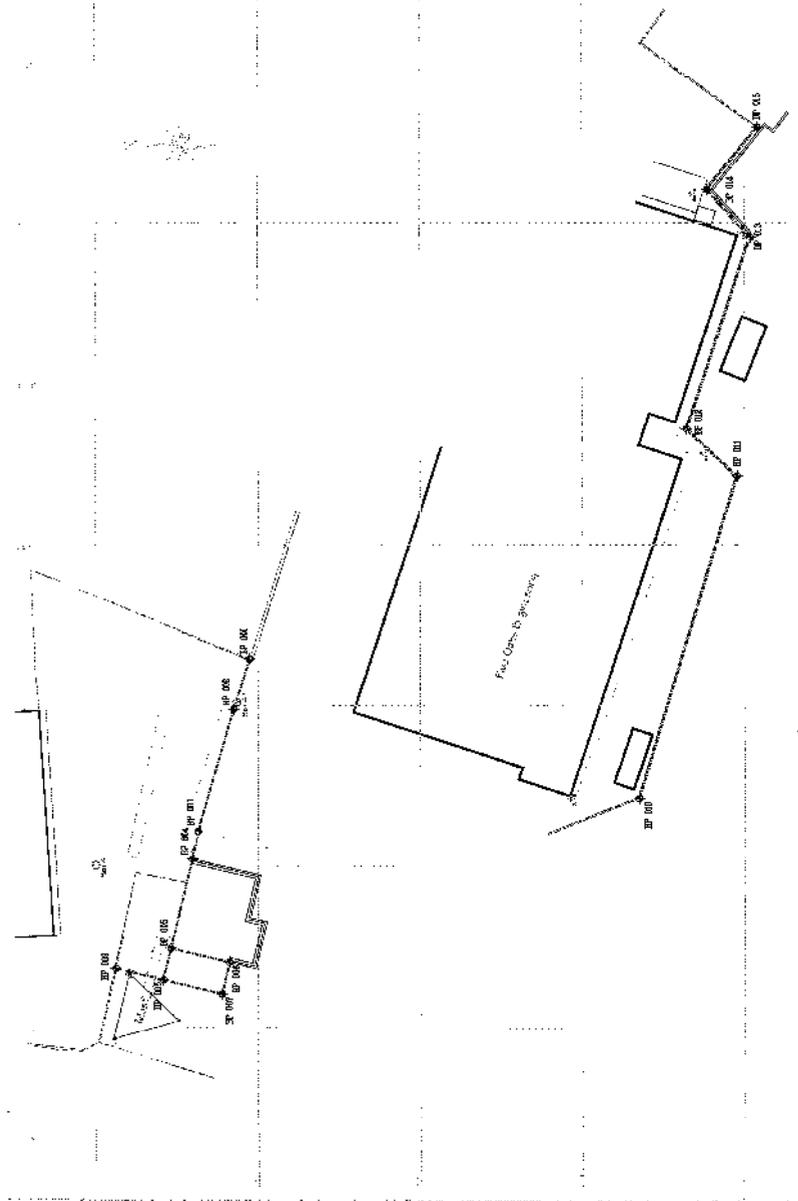
The other boundaries of the premises described in this Schedule, and other relevant rights attaching thereto, being as set out and described in, firstly, the said contract dated the 9th July 1971, of hereditary purchase by the Public of the Island from the said limited liability company known as "The Jersey Farmers' Co-operative Limited", which contract is enrolled in the Public Registry of this Island, book RP 584, page 483, secondly, the said contract dated the 1st August 1975, of hereditary purchase by the Public of the Island from the said limited liability company known as "The Jersey Farmers' Co-operative Limited" which contract is enrolled in the Public Registry of this Island, book RP 641, page 396, thirdly, a certain contract also dated also the 1st August 1975 of hereditary purchase by the said company "The Guiton Group Limited", under its former name of "W.E. Guiton and Company Limited", from the said limited liability company known as "The Jersey Farmers' Co-operative Limited", which contract is enrolled in the Public Registry of this Island, book RP 641, page 401, and to which contract the Public of the Island was a party, fourthly, a contract dated the 5th September 1997, of hereditary sale of a small piece of land by the Public of the Island to the afore-mentioned Kathryn Florence Hotton, widow of Mr. Kenneth Edward Squire, which contract is enrolled in the Public Registry of this Island, book RP 1038, page 38, and fifthly, a certain contract dated the 15th March 2002, of lease of electrical sub-station sites numbered "472" and "446", and associated rights, by the Public of the Island to the limited liability company known as "The Jersey Electricity Company Limited", which contract is enrolled in the Public Registry of this Island, book RP 1134, page 102; have recourse to all five of these contracts.

The said premises are situated in the Parish of St. Saviour, in the Vingtaine of Pigneaux, and are in the state and condition in which they are currently found with all their faults apparent or hidden, should same exist.

Summary of Principal Heads of Agreement for Continued Exclusive Use of Part of the Mast by the Public

- (1) The Public will retain the right in perpetuity to the exclusive use of levels 17, 18 and 19 of the mast ("the upper mast structure") for the purpose of placing radio equipment thereon.
- (2) The Public will have all such rights of access as may be necessary both to the mast and to the Equipment Room (which is to be retained by the Public) over the land transferred by the Public to the company.
- (3) The Public will have the right to relinquish its right to the exclusive use of the upper mast structure on giving five years' notice in writing.
- (4) For the first 42 years the Public will pay an annual licence fee of 10% of the cost of the maintenance and insurance of the mast. Thereafter the Public will pay a commercial rent.
- (5) The Public will have right to park vehicles on the land when attending to the upper mast structure or the Equipment Room.
- (6) The Public will grant the company access into the Equipment Room if necessary for the purpose of repairing the wall of the company's building.
- (7) The company will be responsible for the maintenance and insurance of the mast, while the Public will be responsible for the safety of all fixtures installed on the upper mast structure.

Reduced Copy of Plan P 587 41 of Engineering Centre and Mast Site, Five Oaks, St. Saviour



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**The Five Oaks Engineering & Mast Site
St Saviour**

Coordinate & Descriptive Definition of the Boundary Points

The coordinates given for the boundary points are local flat plane rectangular grid coordinates that relate to six survey stations used for surveying purposes.

The flat plane rectangular grid coordinates of these stations are as follows: -

Station Number 04	100.000 East	100.000 North
Station Number 41	120.390 East	82.635 North
Station Number 42	108.243 East	40.572 North
Station Number 43	151.313 East	25.238 North
Station Number 44	178.907 East	20.557 North
Station Number 45	183.568 East	26.569 North

The following is the coordinate listing of specific physical boundary points on the site and should be read in conjunction with Drawing Number P 587 41.

The boundary points are defined as follows:

Flat Plane Rectangular Grid Coordinate Listing

Boundary Point No.	Easting	Northing	Description
BP 001	125.709	81.077	intersection of the back of 125mm road kerb and a line extended from the southerly face of the concrete plinth to storage racks
BP 002	119.488	83.062	south easterly corner of the concrete plinth to storage racks
BP 003	104.349	87.422	intersection of the southerly face of the concrete plinth to storage racks and the easterly edge of the concrete paving
BP 004 mast site	100.820	88.141	north easterly corner of the primary building to the mast site
BP 005 mast site	89.651	90.788	north westerly corner of the primary building to the mast site
BP 006	87.939	83.561	intersection of the westerly face of the primary building to the mast site and the southerly face of the secondary building

Boundary Point No.	Easting	Northing	Description
BP 007 mast site	84.042	84.484	south westerly corner of the secondary building to the
BP 008 mast site	85.755	91.711	north westerly corner of the secondary building to the
BP 009	87.133	97.524	intersection of a line extended from the westerly face of the secondary building to the mast site and the back of the 125mm road kerb
BP 010 post	108.425	32.993	the south westerly face of the most westerly fence
BP 011	148.549	20.896	the south easterly face of the fence post
BP 012	154.296	27.084	the south easterly face of the fence post
BP 013	178.177	19.229	the south easterly face of the fence post
BP 014	184.128	24.544	the south easterly face of the fence post
BP 015	191.959	18.333	the south easterly face of the most easterly fence post

SCHEDULE 3

(Regulation 10)

TRANSFERS TO JTG (PARISHES) LIMITED

PART 1

THE REPEATER STATION, TRINITY GARDENS, ST. HELIER

The building known as "The Repeater Station" with the land and other appurtenances dependent thereto, to which premises the Public of the Island has right by a contract dated the 29th December 1972, of hereditary purchase from the Post Office.

The eastern boundary of the premises towards the property known as "Faux Bie Terrace" owned by the Public of the Island is constituted by an imaginary straight line drawn between boundary points numbered "BP001", "BP002" and "BP003" as shown on a certain drawing prepared by the company "Professional Hi-Tech Services Limited" dated October 2002, and bearing the number "P 587 31", (a reduced copy of which is attached to this part of this Schedule).

The line drawn between these boundary points follows the alignment of the exterior (western) faces of the walls currently separating the premises from "Faux Bie Terrace" in this area and which walls are in the absolute ownership, without offset, of the Public of the Island.

All measurements relating to the said boundary points are in metric and are set out and described in a certain document headed "Coordinate and Descriptive Definition of the Boundary Points" also prepared by the said company "Professional Hi-Tech Services Limited" and bearing the number "PHT 587 311" (and a reduced copy of which is also attached to this part of this Schedule).

The following specific rights shall affect the premises described in this part of this Schedule, namely -

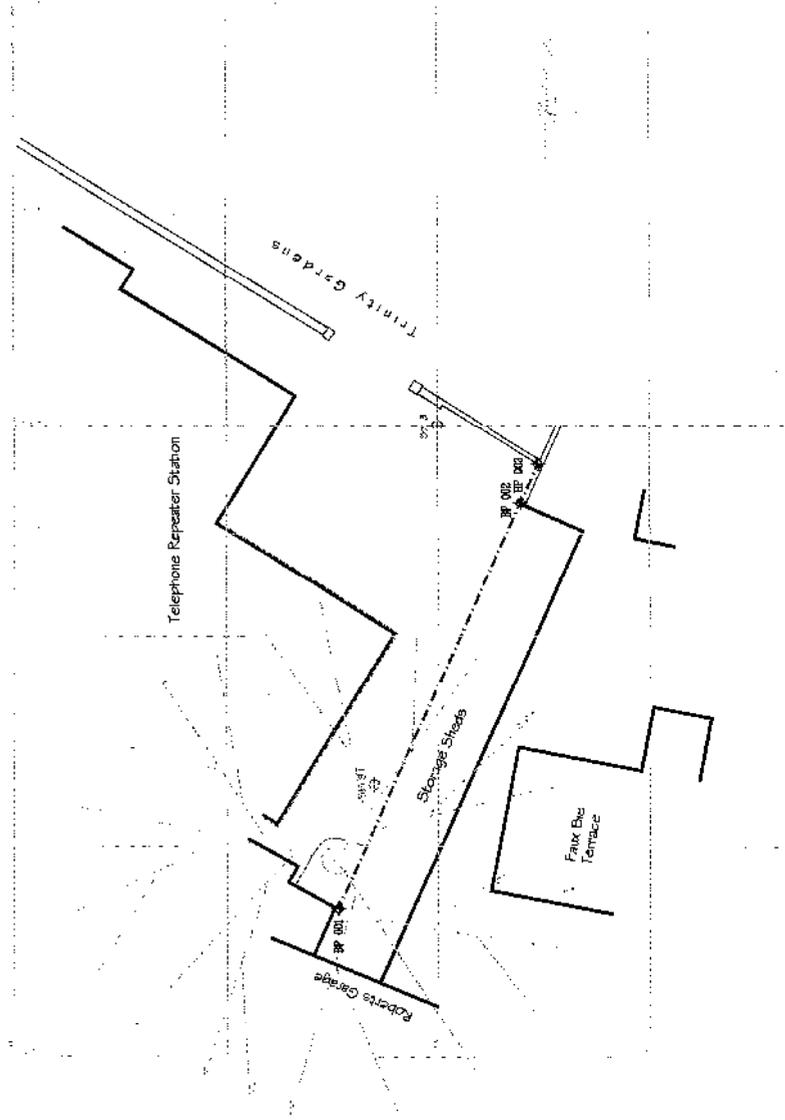
- (i) The Public of the Island (as owner of "Faux Bie Terrace") shall have a right of access whenever necessary (but only after having provided the Chief Executive of Jersey Telecoms (or such other person who may be designated from time to time) with previous notice in writing of not less than two weeks, except in cases of extreme emergency) with or without workmen, materials, ladders and scaffolding on to the necessary parts only of the premises described in this Schedule in order to repair, rebuild, replace, paint, clean, heighten and generally maintain not only the said boundary walls (referred to above) forming part of "Faux Bie Terrace" but also any relative foundations dependent thereto (and any sections of which currently established beneath and across the premises described in this Schedule can remain as at present). This right of access is to be exercised as quickly as possible, causing the least inconvenience possible and reinstating any affected areas of the premises described in this Schedule to the reasonable satisfaction of the said Chief Executive Officer of Jersey Telecoms (or such other person who may be designated from time to time) immediately after completion of relevant works.
- (ii) Notwithstanding the provisions of the previous clause (i) of this part of this Schedule, it shall be lawful for the owner of the premises described in this part of this Schedule to establish on and against the said boundary walls dependent to "Faux Bie Terrace" such security fencing that the owner shall deem necessary and appropriate (and subject always to the prior receipt of any required permissions from the competent authorities so to do), together with a right of access for the owner of the premises described in this part of this Schedule, (on the same terms and conditions as are attached to the right of access conferred upon the Public of the Island by the provisions of clause (i) of this part of this Schedule), with or without workmen and materials on to the necessary parts only of "Faux Bie Terrace" in order both to erect and, thereafter, to repair, renew, replace, clean and maintain such security fencing.
- (iii) The large tree currently growing near the south-east corner of the premises described in this part of this Schedule shall be permitted to remain as established notwithstanding that a number of the branches dependent thereto encroach over and above "Faux Bie Terrace", with the owner of the said premises having a right of access (on the same terms and conditions attaching to the right of access conferred upon the Public of the Island by the provisions of clause (i) of this part of this Schedule), on to the necessary parts only of "Faux Bie Terrace" with or without workmen, materials and ladders in order to cut back and lop, as necessary, the branches of the said tree. It being clearly understood that the owner of the premises described in this part of this Schedule shall be responsible for ensuring that any guttering on "Faux Bie Terrace" affected by falling leaves and branches from the tree is regularly cleaned and kept free from any relevant obstructions, the whole to the reasonable satisfaction of the Chief Executive Officer of the States of Jersey Housing Department (or such other person who may be designated from time to time).

The other boundaries of the premises described in this part of this Schedule, and other relevant rights attaching thereto, being as set out and described not only within the said contract of purchase dated the 29th December 1972, by the Public

of the Island from the said Post Office, which contract is enrolled in the Public Registry of the Island, book RP 606, page 301, but also within two subsequent Deeds, the first being a Deed of Exchange and Counter-Exchange entered in to between the Public of the Island and the limited liability company known as “Springfield Road (Garage Properties) Limited” completed before the Royal Court on the 27th August 1993, which contract is also enrolled in the Public Registry of the Island, book RP 949, page 001, and the second being a Deed of Arrangement entered in to between the Public of the Island and the limited liability company known as “Antler Properties C.I. Limited”, completed before the Royal Court on the 16th February 2001, and also enrolled in the Public Registry of the Island, book RP 1112, page 433; have recourse to all three contracts.

The said premises are situated in the Parish of St. Helier, in the Vingtaine of Bas du Mont au Prêtre, and are in the state and condition in which they are currently found with all their faults apparent or hidden, should same exist.

Reduced Copy of Plan P 587 31 of the Repeater Station, Trinity Gardens, St. Helier



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**Telephone Repeater Station
Trinity Gardens
St Helier**

Coordinate & Descriptive Definition of the Boundary Points

The coordinates given for the boundary points are local flat plane rectangular grid coordinates that relate to two survey stations used for surveying purposes.

The flat plane rectangular grid coordinates of these stations are as follows: -

Station Number 03	100.000 East	100.000 North
Station Number 31	96.983 East	82.888 North

The following is the coordinate listing of specific physical boundary points on the site and should be read in conjunction with Drawing Number P 587 31.

The boundary points are defined as follows:

Flat Plane Rectangular Grid Coordinate Listing

Boundary Point No.	Easting	Northing	Description
BP 001	95.287	77.040	intersection of the northerly face of the Roberts Garage building and the westerly face of the rear wall of the storage sheds to Faux Bie Terrace
BP 002	103.902	96.316	north westerly corner of the storage sheds to Faux Bie Terrace
BP 003	104.742	98.150	internal corner at the intersection of the westerly face of the rendered blockwork wall to Faux Bie Terrace and the southerly face of the rendered blockwork wall to Trinity Gardens

PART 2

THE EAST EXCHANGE, LA RUE DES FONDS, GROUVILLE

The building known as “The East Exchange” with the land and other appurtenances dependent thereto, to which premises the Public of the Island has right by a contract dated the 26th August 1939, of hereditary sale, cession and transfer from the Trustees of “The Jersey Female Orphan’s Home”.

The southern, western (by two sections) and south-western boundaries of the premises towards the property known as “Le Clos de l’Eglise” owned by the Public of the Island are constituted by imaginary straight lines drawn between boundary points numbered “BP001” to “BP005”, inclusive, as shown on a certain drawing prepared by the company “Professional Hi-Tech Services Limited” dated October 2002, and bearing the number “P 587 51”, (a reduced copy of which is attached to this part of this Schedule), with in addition and firstly, a line being extended in a northerly direction from boundary point number “BP001” (on the same alignment as boundary points “BP001” and “BP002”) until reaching the northern extremity of the premises described in this part of this Schedule towards the neighbouring field bearing the number “265” on the 1981 edition of the ordnance survey map of the Island and, secondly, a line being extended east from boundary point “BP005” (on the same alignment as boundary points “BP004” and “BP005”) until reaching the eastern extremity of the premises described in this part of this Schedule towards the public highway known as “La Rue des Fonds”.

The lines drawn between the boundary points referred to above follow the alignment of the southern, western and south-western (exterior) faces of the rendered concrete block walls currently separating the premises described in this part of this Schedule from the property known as “Le Clos de l’Eglise” belonging to the Public of the Island and which walls belong in their entirety, and without off-set, to the owner of the premises described in this part of this Schedule.

All measurements relating to the said boundary points are in metric and are set out and described in a certain document headed “Coordinate and Descriptive Definition of the Boundary Points” also prepared by the said company “Professional Hi-Tech Services Limited” and bearing the number “PHT 587 511” (and a reduced copy of which is also attached to this part of this Schedule).

The following specific rights shall affect the premises described in this part of this Schedule, namely -

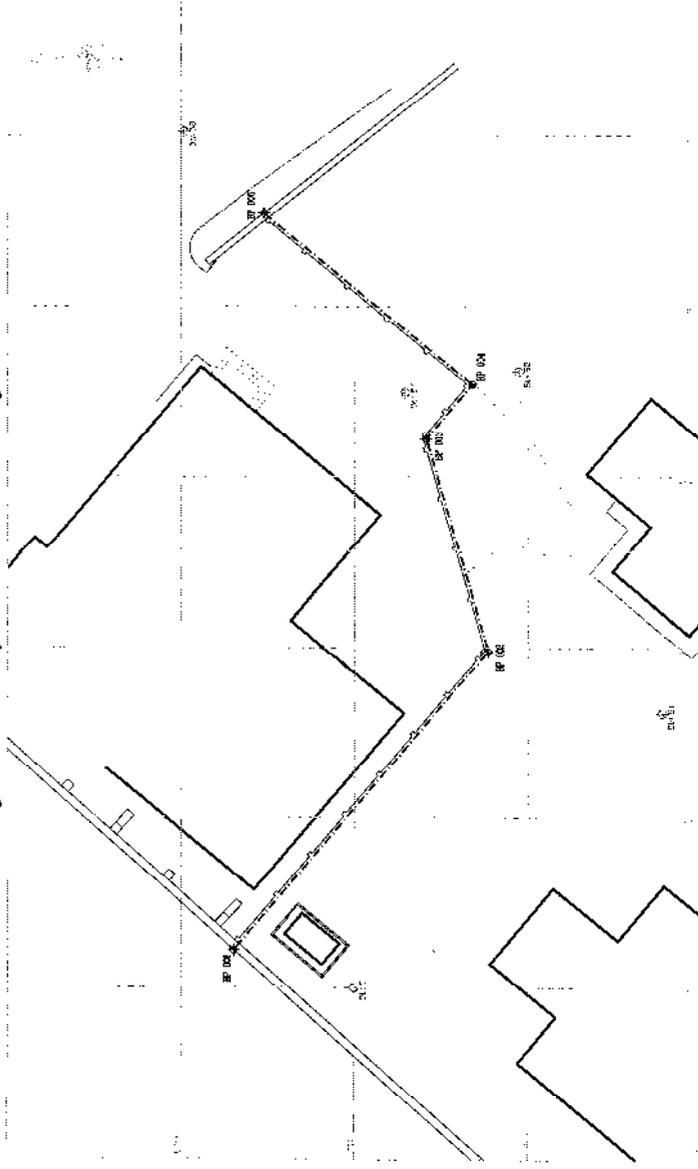
- (i) The owner of the premises described in this part of this Schedule shall have a right of access whenever necessary (but only after having first provided the Chief Executive Officer of the States of Jersey Housing Department (or such other person who may be designated from time to time) with previous notice in writing of not less than two weeks, except in cases of extreme emergency) with or without workmen, materials, ladders and scaffolding on to the necessary parts only of “Le Clos de l’Eglise” in order to repair, rebuild, replace, clean and generally maintain not only the said boundary walls (referred to above) forming part of the premises described in this part of this Schedule but also any relative foundations dependent thereto (and any sections of which currently established beneath and across “Le Clos de l’Eglise” can remain as at present). This right of access is to be exercised as quickly as possible, causing the least inconvenience possible and reinstating any affected areas of “Le Clos de l’Eglise” to the reasonable satisfaction of the said Chief Executive Officer of the States of Jersey Housing Department (or such other person who may be designated from time to time) immediately after completion of relevant works.
- (ii) Any pipes, cables, conduits and other apparatus relevant to the provision of any of the main services (including drainage) to the premises described in this part of this Schedule and which may be currently established beneath and across any part of “Le Clos de l’Eglise” can remain as at present.
- (iii) Reciprocally, any pipes, cables, conduits and other relevant apparatus concerning the provision of any of the main services (including drainage) to “Le Clos de l’Eglise” and which may be currently established beneath and across the premises described in this part of this Schedule can remain as at present.
- (iv) The owner of the premises described in this part of this Schedule and the Public of the Island (as the owner of “Le Clos de l’Eglise”) shall have reciprocal rights of access on to each other’s property (on the same terms and conditions attaching to the right of access conferred upon the owner of the premises by the terms of clause (i) of this part of this Schedule), with or without workmen and materials in order to repair, replace, renew, unblock, unfreeze, clean and generally to maintain any of the service apparatus described and envisaged under the terms of clauses (ii) and (iii) of this part of this Schedule. The whole on condition that (a) any parts of such service apparatus serving “Le Clos de l’Eglise” and the premises described in this part of this Schedule in common shall be repaired, replaced, renewed, unblocked, unfrozen, cleaned and maintained at common cost by the Public of the Island and the owner of the premises, and (b) the owner of the premises described in this part of this Schedule and the Public of the Island (as owner of “Le Clos de l’Eglise”) shall each have the right to relocate such service apparatus established on their respective properties provided that previous notice in writing to the other party of not less than six months in writing is given and provided also that any relevant works are carried out by competent contractors at the cost of the party proposing the relocation, after having received any required consents from the competent authorities,

and to the reasonable satisfaction of the other party.

The other boundaries of the premises described in this part of this Schedule, and other relevant rights attaching thereto, being as set out and described not only within the said contract dated the 26th August 1939, of hereditary sale, cession and transfer by the Trustees of "The Jersey Female Orphan's Home" to the Public of the Island, which contract is enrolled in the Public Registry of the Island, book RP 436A, page 206, but also within a subsequent Deed of Lease and hereditary cession and transfer of rights by the Public of the Island to the limited liability company known as "The Jersey Electricity Company Limited" completed before the Royal Court on the 22nd March 1996, which contract is also enrolled in the Public Registry of the Island, book RP 1007, page, 459; have recourse to both contracts.

The said premises are situated in the Parish of Grouville, in the Vingtaine of Marais, and are in the state and condition in which they are currently found with all their faults apparent or hidden, should same exist.

Reduced Copy of Plan P 587 51 of the East Exchange Premises, La Rue des Fonds, Grouville



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**The Eastern Exchange
La Rue des Fonds
Grouville**

Coordinate & Descriptive Definition of the Boundary Points

The coordinates given for the boundary points are local flat plane rectangular grid coordinates that relate to five survey stations used for surveying purposes.

The flat plane rectangular grid coordinates of these stations are as follows: -

Station Number 05	100.000 East	100.000 North
Station Number 51	116.122 East	82.201 North
Station Number 52	136.135 East	90.507 North
Station Number 53	134.926 East	97.052 North
Station Number 54	150.242 East	109.812 North

The following is the coordinate listing of specific physical boundary points on the site and should be read in conjunction with Drawing Number P 587 51.

The boundary points are defined as follows:

Flat Plane Rectangular Grid Coordinate Listing

Boundary Point No.	Easting	Northing	Description
BP 001	102.176	106.958	intersection of the north westerly face of the granite retaining wall to the field and the south westerly face of the rendered concrete blockwork wall to the exchange
BP 002	119.780	92.264	external corner of the rendered concrete blockwork wall to the exchange
BP 003	132.203	95.829	internal corner of the rendered concrete blockwork wall to the exchange
BP 004	135.400	93.190	external corner of the rendered concrete blockwork wall to the exchange
BP 005	145.419	105.212	intersection of the south easterly face of the rendered concrete blockwork wall to the exchange and the north easterly face of the granite wall at the back of footway to La Rue des Fonds

PART 3

THE SOUTH EXCHANGE, LA ROUTE ORANGE, ST. BRELADE

The building known as “The South Exchange” with the land and other appurtenances dependent thereto, which premises were established by the Public of the Island on part of the real property to which it has right by a contract dated the 20th June 1925, of hereditary purchase from Amy Helena Le Gallais, wife of Hubert Archer Wilding Creaghe, Esq.

The northern and eastern (by a small section) boundaries of the premises towards the neighbouring footpath and land forming part of the development known as “Clos des Sables” belonging to the Public of the Island are constituted by imaginary straight lines drawn between boundary points numbered “BP010” to “BP015” inclusive as shown on a certain drawing prepared by the company “Professional Hi-Tech Services Limited” dated October 2002, and bearing the number “P 587 11”, (a reduced copy of which is attached to this part of this Schedule and which is hereinafter referred to in this part of this Schedule as “The Plan”), with a line being extended in a westerly direction from boundary point number “BP015” (on the same alignment as boundary points numbered “BP013”, “BP014” and “BP015” shown on The Plan) until reaching the western extremity of the premises described in this part of this Schedule (towards the neighbouring property known as number 4 “The Terrace”).

The south-eastern boundary of the premises towards the open car park owned by the Public of the Island is constituted by an imaginary straight line drawn between boundary points numbered “BP009” and “BP010” shown on The Plan.

The southern, western (by a small section) and eastern (also by a small section) boundaries of the premises towards the footpath dependent to the main road known as “La Route Orange” belonging to the Public of the Island are constituted by imaginary straight lines drawn between boundary points numbered “BP002” to “BP009”, inclusive, shown on The Plan.

The western boundary of the premises towards the footpath forming part of the development known as “Clos des Sables” belonging to the Public of the Island is constituted by an imaginary straight line drawn between boundary points numbered “BP001” and “BP002” shown on The Plan.

In respect of the above-mentioned boundary points it is acknowledged as follows, namely -

- (a) the lines running between boundary points numbered “BP011” to “BP014”, inclusive, (shown on The Plan) follow, firstly, the alignment of the northern and eastern (by a small section only) faces of the north and east gables of the exchange building and, secondly, the alignment of the northern face of the small concrete block rendered wall (with coping above) to the east of those gables and adjoining thereto. The sections of gable and wall concerned belong in their entirety, but without off-set, to the owner of the premises described in this part of this Schedule;
- (b) the relevant part of the line drawn between boundary points numbered “BP009” and “BP010” (shown on The Plan) follows the alignment of the north-west face of the base of the granite wall currently separating the premises described in this part of this Schedule from the open car park belonging to the Public of the Island. This wall is in the absolute ownership of the Public of the Island, without off-set;
- (c) the lines drawn between boundary points numbered “BP002” to “BP009”, inclusive, (shown on The Plan) follow the exterior faces of the relevant sections of wall and gate pillars on the south side of the premises described in this part of this Schedule towards the footpath dependent to the main road known as “La Route Orange” belonging to the Public of the Island. These sections of wall and gate pillars belong in their entirety, but without off-set, to the owner of the premises described in this part of this Schedule;
- (d) the line drawn between boundary points numbered “BP001” and “BP002” (shown on The Plan) follows the alignment of the exterior foot of the grass bank currently separating the premises described in this part of this Schedule on the relevant part of the western side thereof from the afore-mentioned footpath forming part of the development known as “Clos des Sables” belonging to the Public of the Island. The said grass bank belongs in its entirety, without off-set, to the owner of the premises described in this part of this Schedule; and
- (e) all measurements relating to the said boundary points are in metric and are set out and described in a certain document headed “Coordinate and Descriptive Definition of Boundary Points” also prepared by the said company “Professional Hi-Tech Services Limited” and bearing the number “PHT 587 111” (and a reduced copy of which is also attached to this part of this Schedule).

The following specific rights shall affect the premises described in this part of this Schedule, namely -

- (i) The Public of the Island (as owner of the afore-mentioned open car park) shall have a right of access whenever necessary (but only after having first provided the Chief Executive Officer of Jersey Telecoms (or such other person who may be designated from time to time) with previous notice in writing of not less than

two weeks, except in cases of extreme emergency) with or without workmen, materials, ladders and scaffolding on to the necessary parts only of the premises described in this Schedule in order to repair, rebuild, replace, heighten and generally maintain not only the said granite wall (referred to above) forming part of the said open car park but also any relevant foundations dependent thereto (and any sections of which currently established beneath and across the premises described in this part of this Schedule can remain as at present). This right of access is to be exercised as quickly as possible, causing the least inconvenience possible and reinstating any affected areas of the premises described in this part of this Schedule to the reasonable satisfaction of the said Chief Executive Officer of Jersey Telecoms (or such other person who may be designated from time to time) immediately after completion of relevant works.

- (ii) The owner of the premises described in this part of this Schedule shall have a right of way and passage at all times and for all purposes in and across not only the section of footpath and road forming part of the development known as “Clos des Sables” lying immediately to the north of and co-extensive with the vehicular entrance established in the north-west corner of the premises (as shown on The Plan) but also across the extensions of the road in a westerly and then southerly direction in order to come and go from the premises to “La Route Orange”. With the owner of the premises described in this part of this Schedule being contractually bound, firstly, not (at any time) to park on any parts of the road and footpath referred to in this clause or to place any obstructions thereon and, secondly, to contribute its fair proportion of the costs of the maintenance, upkeep and repair of the road and the footpath referred to in this clause jointly with others having the legal right to make use of same (and including the Public of the Island, as the owner thereof).
- (iii) For the avoidance of any doubt, and in order to facilitate the right of way and passage conferred by the terms of clause “(ii)” of this part of this Schedule, the owner of the premises described in this part of this Schedule shall be entitled, firstly, to keep as established the existing vehicular entrance in the north-west corner of the premises (as shown on The Plan) and, secondly, to establish in and across that entrance such gates or other barriers deemed necessary and appropriate, provided that such gates or barriers open in to the premises and not on to the footpath and section of road belonging to the Public of the Island.
- (iv) The parts of the roof and fascia and established above and against the northern and eastern sections of gable (the most northerly) of the exchange building forming part of the premises described in this part of this Schedule, and which currently overhang and encroach upon the footpath forming part of the development known as “Clos des Sables” belonging to the Public of the Island, can remain as at present.
- (v) The owner of the premises described in this part of this Schedule shall have a right of access on to the necessary parts only of the footpath and land forming part of the development known as “Clos des Sables” belonging to the Public of the Island lying to the north and to the east (by a small section) of the premises (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the open car park) by the terms of clause “(i)” of this part of this Schedule), with or without workmen and materials in order to repair, replace, rebuild, heighten, renew, paint, clean and generally maintain all necessary parts of any of the north and east gables of the exchange building forming part of the premises described in this part of this Schedule, the afore-mentioned small concrete block rendered wall (with coping above) and the parts of the roof and fascia referred to in clause “(iv)” of this part of this Schedule, with the added proviso that it will impede as little as is practicably possible so to do the use of the footpath belonging to the Public of the Island by residents of the area and members of the general public and, should it become necessary for the footpath to be closed for the duration of relevant works, the owner of the premises will take all reasonable steps to safely secure the area to prevent public access during relevant works.
- (vi) The owner of the premises described in this part of this Schedule shall have a right of access on to the necessary parts only of the footpath forming part of the development known as “Clos des Sables” owned by the Public of the Island to the north of the premises (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as the owner of the open car park) by the terms of clause “(i)” of this part of this Schedule) with or without workmen and materials in order not only to establish but also, thereafter, to repair, replace, clean, paint and maintain any gates or other barriers as envisaged by the terms of clause “(iii)” of this part of this Schedule.
- (vii) The Public of the Island (as owner of the land lying in part to the north of the premises described in this part of this Schedule and forming part of the said development known as “Clos des Sables”) shall have the right to join against the northern face of the said small concrete block rendered wall (with coping above) forming part of the premises described in this part of this Schedule, and this for the benefit of the raised log border currently established in this area and for any replacement thereof in the future.
- (viii) In order properly to enclose the premises described in this part of this Schedule on the north side thereof from the land belonging to the Public of the Island (that is to say on the line drawn between boundary points numbered “BP010” and “BP011” shown on The Plan), it shall be lawful for the owner of the premises to

construct, at its own cost and subject to having received any required prior consents from the competent authorities so to do, a new wall or fence the northern (or exterior) face of which shall be sited upon the aforementioned line drawn between boundary points numbered "BP010" and "BP011" shown on The Plan. For the avoidance of any doubt, it shall also be lawful for the owner of the premises described in this part of this Schedule firstly, to abut the granite wall separating the premises from the open car park belonging to the Public of the Island with the eastern end of any such new wall or fence and, secondly, to establish any reasonable foundations required in connection with such a new wall or fence beneath the land owned by the Public of the Island immediately to the north of this section of the boundary line.

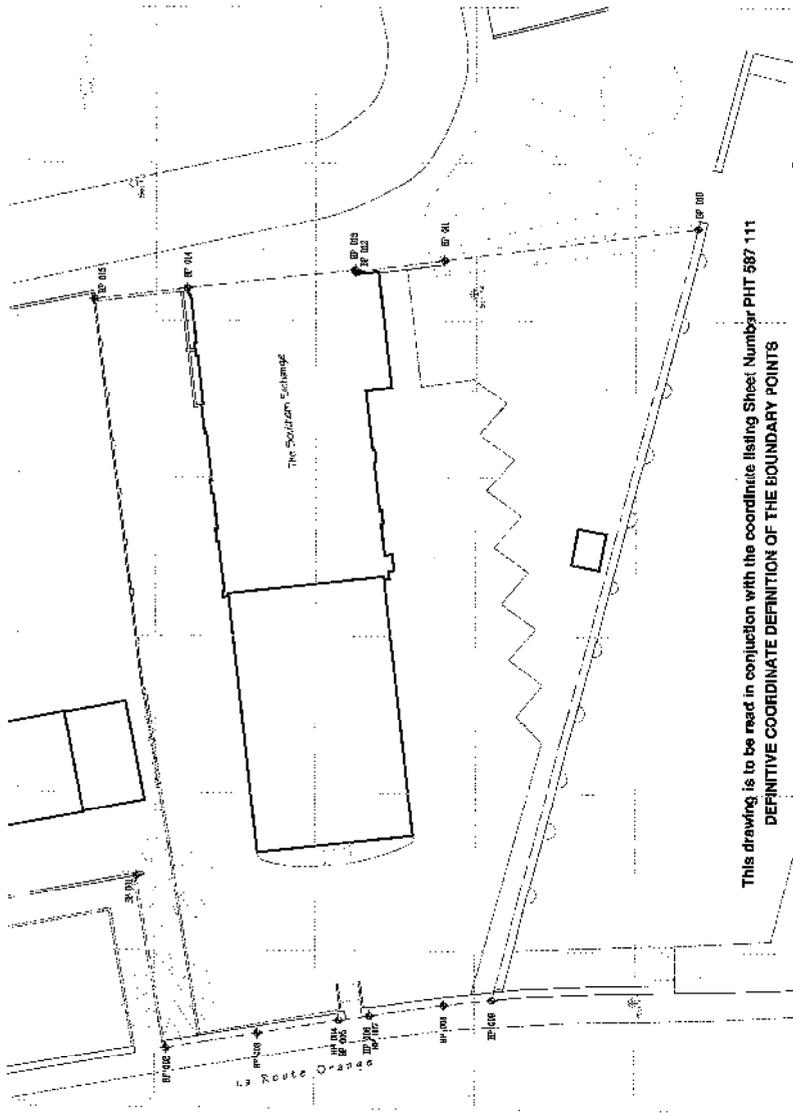
- (ix) The owner of the premises described in this part of this Schedule shall have a right of access on to the necessary parts only of the land forming part of the development known as "Clos des Sables" belonging to the Public of the Island to the north of the line drawn between boundary points numbered "BP010" and "BP011" shown on The Plan, (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the open car park) by the terms of clause "(i)" of this part of this Schedule), with or without workmen, scaffolding, ladders and materials in order to construct and, thereafter, to repair, replace, rebuild, heighten, clean, paint and generally maintain the wall or fence envisaged by the terms of clause "(vii)" of this part of this Schedule. Any such wall or fence constructed on this boundary line shall, once completed, remain the absolute property, without off-set, of the owner of the premises.
- (x) Within twelve months of the 1st January 2003, the owner of the premises described in this part of this Schedule shall construct a new retaining wall of one metre in height in replacement of the existing grass bank on part of the west side of the premises towards the footpath forming part of the development known as "Clos des Sables" belonging to the Public of the Island, with the exterior (western) face of the wall being sited upon the line drawn between boundary points numbered "BP001" and "BP002" shown on The Plan. It being clearly understood that works relating to the construction of the wall shall only be undertaken once any relevant and required consents have been obtained by the owner of the premises from the competent authorities and which consents shall be sought by the owner of the premises without undue delay. In addition, the owner of the premises shall have the right to establish all necessary and reasonable foundations relating to this wall beneath the footpath owned by the Public of the Island and, once constructed, the wall shall remain the absolute property, without off-set, of the owner of the premises.
- (xi) The owner of the premises described in this part of this Schedule shall have a right of access on to the necessary parts only of the footpath belonging to the Public of the Island forming part of the development known as "Clos des Sables" and lying in part to the west of the premises, (and this on the same terms and conditions attaching to the right of access conferred upon the Public of the Island (as owner of the open car park) by the terms of clause "(i)" of this part of this Schedule), with or without workmen and materials, not only to construct but, thereafter, to repair, replace, rebuild, clean, paint and generally maintain the retaining wall envisaged by the terms of clause "(ix)" of this part of this Schedule. With the added proviso that the owner of the premises shall impede as little as is practicably possible so to do the use of this footpath by residents of the area or members of the general public and, should it become necessary for the footpath to be closed for the duration of relevant works, the owner of the premises will take all reasonable steps to safely secure the area to prevent public access during relevant works.
- (xii) The two trees currently growing near the south-west corner of the premises described in this part of this Schedule shall be permitted to remain as established notwithstanding that a number of the branches dependent thereto encroach over and above the footpath forming part of the development known as "Clos des Sables" belonging to the Public of the Island, with the owner of the premises having a right of access (on the same terms and conditions attaching to the right of access conferred upon the Public of the Island, as owner of the open car park, by the terms of clause "(i)" of this part of this Schedule) on to the necessary parts only of the footpath with or without workmen, materials and ladders in order to cut back and lop, as necessary, the branches of the said tree. In exercising this right of access, the owner of the premises is bound to ensure that use of the footpath by residents of the area or members of the general public is impeded as little as it is practicably possible so to do.
- (xiii) Any pipes, cables, conduits and other apparatus relevant to the provision of any of the main services (including drainage) to the premises described in this part of this Schedule and which may be currently established beneath or across any part of the property in the area belonging to the Public of the Island can remain as at present.
- (xiv) Reciprocally, any pipes, cables, conduits and other relevant apparatus concerning the provision of any of the main services (including drainage) to the property owned by the Public of the Island in the area and which may be currently established beneath and across the premises described in this part of this Schedule can remain as at present.
- (xv) The owner of the premises described in this part of this Schedule and the Public of the Island (as owner of

relevant property in the area) shall have reciprocal rights of access on to each other's property (on the same terms and conditions attaching to the right of access conferred upon the Public of the Island, as owner of the open car park, by the terms of clause "(i)" of this part of this Schedule), with or without workmen and materials in order to repair, replace, renew, unblock, unfreeze, clean and generally maintain any of the service apparatus covered by the terms of clauses "(xii)" and "(xiii)" of this part of this Schedule. The whole on condition that (a) any parts of such service apparatus serving relevant property owned by the Public of the Island and the premises described in this part of this Schedule in common shall be repaired, replaced, renewed, unblocked, unfrozen, cleaned and maintained at common cost by the Public of the Island and the owner of the premises and (b) the owner of the premises described in this part of this Schedule and the Public of the Island shall each have the right to relocate such service apparatus established on their respective properties provided that previous notice in writing to the other party of not less than six months is given and provided also that any relevant works are carried out by competent contractors at the cost of the party proposing the relocation, after having received any required consents from the competent authorities, and to the reasonable satisfaction of the other party.

The other boundaries of the premises described in this part of this Schedule and other relevant rights attaching thereto, being as set out and described not only within the said contract dated the 20th June 1925, of hereditary purchase by the Public of the Island from the said Amy Helena Le Gallais, married woman as aforesaid, which contract is enrolled in the Public Registry of this Island, book RP 395, page 252, but also within a subsequent contract of hereditary sale by the Public of the Island of the neighbouring property numbered "4 The Terrace" to Mr. Harry George Fenn completed before the Royal Court on the 16th May 1953, which contract is also in enrolled in the Public Registry of this Island, book RP 458C, page 55; have recourse to both contracts.

The said premises are situated in the Parish of St. Brelade, in the Vingtaine of Quennevais, and are in the state and condition in which they are currently found with all their faults apparent or hidden, should same exist.

Reduced Copy of Plan P 587 11 of the South Exchange Premises, La Route Orange, St. Brelade



This drawing is to be read in conjunction with the coordinate listing sheet Number PHT 587 111
DEFINITIVE COORDINATE DEFINITION OF THE BOUNDARY POINTS

PROFESSIONAL HI-TECH SERVICES LIMITED

CONSULTING LAND SURVEYORS

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**The Southern Exchange
La Route Orange
St Brelade**

Coordinate & Descriptive Definition of the Boundary Points

The coordinates given for the boundary points are local flat plane rectangular grid coordinates that relate to five survey stations used for surveying purposes.

The flat plane rectangular grid coordinates of these stations are as follows: -

Station Number 01	200.000 East	200.000 North
Station Number 11	190.312 East	147.726 North
Station Number 12	166.974 East	128.723 North
Station Number 13	158.590 East	198.695 North
Station Number 14	179.886 East	191.777 North

The following is the coordinate listing of specific physical boundary points on the site and should be read in conjunction with Drawing Number P 587 11.

The boundary points are defined as follows:

Flat Plane Rectangular Grid Coordinate Listing

Boundary Point No.	Easting	Northing	Description
BP 001	58.812	154.675	intersection of the southerly face of the garden wall of number 4, The Terrace and the back of the 140 granite kerb to the bank
BP 002	60.699	143.723	the base of the south westerly corner of the granite wall at the back of the footway to La Route Orange
BP 003	66.418	144.696	base of the granite wall at the back of the footway to La Route Orange
BP 004	71.520	145.539	intersection of the base of granite wall and the west brickwork pier to the entrance steps
BP 005	71.526	145.501	south west corner of west brickwork pier
BP 006	73.446	145.808	south east corner of east brickwork pier

Boundary Point No.	Easting	Northing	Description
BP 007	73.444	145.823	intersection of base of granite wall and the east brickwork pier to the entrance steps
BP 008	78.038	146.502	base of granite wall at the back of the footway to La Route Orange
BP 009	81.066	146.835	intersection of the southerly face of the granite wall to back of footway to La Route Orange and a line extended from westerly face of the granite wall to the public car park
BP 010	93.880	195.856	intersection of the westerly face of the granite wall to the public car park and a line extended from the northerly face of the rendered blockwork wall
BP 011	78.036	193.862	the north easterly corner of the rendered blockwork wall
BP 012	72.452	193.159	intersection of the northerly face of the rendered blockwork wall and the easterly face of the exchange building
BP 013	72.438	193.288	the north easterly corner of the exchange building
BP 014	61.931	192.106	the north westerly corner of the exchange building
BP 015	56.171	191.406	intersection of a line extended from the northerly face of the exchange building and the easterly face of the concrete blockwork wall

PART 4

THE NORTH EXCHANGE, LE CHEMIN DE HERUPE, ST. JOHN

The building known as "The North Exchange" with the land and appurtenances dependent thereto, all established by the Public of the Island on the southern part, or thereabouts, of a piece of land known as "Le Parquet" to which the Public of the Island has right by a contract dated the 19th November 1949, of hereditary purchase from Mr. Lyndon Lawrence Richard.

The northern, north-western and north-north-eastern boundaries of the premises towards the neighbouring property being the original "North Telephone Exchange" belonging to the Public of the Island are constituted by imaginary straight lines drawn between boundary points numbered "BP001" to "BP006", inclusive, as shown on a certain drawing prepared by the company "Professional Hi-Tech Services Limited" dated October 2002, and bearing the number "P 587 21", (a reduced copy of which is attached to this part of this Schedule and which is hereinafter referred to in this part of this Schedule as "The Plan"), with a line being extended in an easterly direction from boundary point number "BP006" (on the same alignment as boundary points numbered "BP005" and "BP006" shown on The Plan) until reaching the eastern extremity of the premises described in this part of this Schedule (towards the neighbouring land bearing the number 1025 on the 1981 edition of the Ordnance Survey Map of the Island).

In respect of the above-mentioned boundary points it is acknowledged as follows, namely -

- (a) the lines running between boundary points numbered "BP003" to "BP006", inclusive, (shown on The Plan) follow the northern, north-western and north-north-eastern, faces of certain concrete block walls currently separating the premises described in this part of this Schedule in this area from the original "North Telephone Exchange" premises belonging to the Public of the Island. The sections of concrete block wall concerned belong in their entirety, but without off-set, to the owner of the premises described in this part of this Schedule; and
- (b) all measurements relating to the said boundary points are in metric and are set out and described in a certain document headed "Coordinate and Descriptive Definition of Boundary Points" also prepared by the said company "Professional Hi-Tech Services Limited" and bearing the number "PHT 587 211" (and a reduced copy of which is also attached to this part of this Schedule).

The following specific rights shall affect the premises described in this part of this Schedule, namely -

- (i) The Public of the Island (as owner of the afore-mentioned original "North Telephone Exchange" premises) shall have a right of way and passage at all times and for all purposes in and across the southern and south-western extremities of the premises described in this part of this Schedule in order to come and go from the said original "North Telephone Exchange" premises belonging to the Public of the Island to the main road known as "Le Chemin de Herupe". The Public of the Island being contractually bound, firstly, not (at any time) to park on any parts of the premises described in this part of this Schedule or to place any obstructions thereon and, secondly, to contribute its fair proportion of the costs of the maintenance and repair of the relevant parts of the premises described in this part of this Schedule encumbered with the terms of the said right of way.
- (ii) In order to facilitate not only the right of way referred to in clause "(i)" of this part of this Schedule but also the turning of vehicles both on the said premises described in this part of this Schedule and the original "North Telephone Exchange" premises belonging to the Public of the Island, no enclosure or other structure of any kind shall be placed or established by the owner of the premises on or in close proximity to that part of the line running between boundary points numbered "BP001" and "BP002" (shown on The Plan).
- (iii) In order further to enclose the premises described in this part of this Schedule on the north-north-eastern side thereof from the original "North Telephone Exchange" premises belonging to the Public of the Island (that is to say on the line drawn between boundary points numbered "BP002" and "BP003" shown on The Plan), it shall be lawful for the owner of the premises to construct, at its own cost and subject to having received any required prior consents from the competent authorities so to do, a new wall or fence the north-north-eastern (or exterior) face of which shall be sited upon the afore-mentioned line drawn between boundary points numbered "BP002" and "BP003" shown on The Plan. For the avoidance of any doubt, it shall also be lawful for the owner of the premises described in this part of this Schedule to establish any reasonable foundations required in connection with such a new wall or fence beneath the land owned by the Public of the Island immediately to the north-north-east of this section of the boundary line.
- (iv) In order to provide additional security for the benefit of the premises described in this part of this Schedule, it shall also be lawful for the owner of the premises to construct upon not only the existing concrete block walls on the northern, on the north-western and on part of the north-north-eastern sides of the premises but also upon the wall envisaged by the terms of clause "(iii)" of this part of this Schedule

adequate security fencing of a type and nature and of a height approved in advance and in writing by the relevant competent authorities.

- (v) The owner of the premises described in this part of this Schedule shall have a right of access whenever necessary (but only after having first provided the Chief Executive Officers of both the States of Jersey Health and Social Services and Housing Departments (or such other persons who may be designated from time to time) with previous notice in writing of not less than two weeks, except in cases of extreme emergency) with or without workmen, materials, ladders and scaffolding on to the necessary parts only of the original "North Telephone Exchange" premises owned by the Public of the Island in order to, firstly, repair, replace, rebuild, heighten, paint, clean and generally maintain the existing concrete block walls on the northern, the north-western and on part of the north-north-eastern sides of the premises and any relevant foundations dependent thereto (and any section of which currently established beneath and across the original "North Telephone Exchange" premises can remain as at present) and, secondly, to erect and establish and, thereafter, to repair, replace, rebuild, clean, paint and generally maintain the section of wall and its foundations envisaged by the terms of clause "(iii)" of this part of this Schedule and the security fencing envisaged by the terms of clause "(iv)" of this part of this Schedule. This right of access is to be exercised as quickly as possible, causing the least inconvenience possible and reinstating any affected areas of the original "North Telephone Exchange" premises owned by the Public to the reasonable satisfaction of both the said Chief Executive Officers of the States of Jersey Health and Social Services and Housing Departments (or such other persons who may be designated from time to time) immediately after completion of relevant works.
- (vi) The Public of the Island (as owner of the original "North Telephone Exchange" premises) shall have a right of access on to the necessary parts only of the premises described in this part of this Schedule (and this on the same terms and conditions attaching to the right of access conferred upon the owner of the premises described in this part of this Schedule by the terms of clause "(v)" of this part of this Schedule), with or without workmen, materials, ladders and scaffolding in order to repair, replace, rebuild, renew, paint, clean and generally maintain all and any necessary parts of the buildings dependent to the original "North Telephone Exchange" premises.
- (vii) The Public of the Island (as owner of the original "North Telephone Exchange" premises) shall have the right to keep the southern end of the section of wall on the property owned by the Public of the Island established (as at present) against the northern face of the concrete block wall on the north side of the premises described in this part of this Schedule, together with the right to replace same in the future.
- (viii) Any pipes, cables, conduits and other apparatus relevant to the provisions of any of the main services (including drainage) to the premises described in this part of this Schedule (and which may be currently established beneath or across any part of the original "North Telephone Exchange" premises belonging to the Public of the Island) can remain as at present.
- (ix) Reciprocally, any pipes, cables, conduits and other relevant apparatus concerning the provision of any of the main services (including drainage) to the original "North Telephone Exchange" premises owned by the Public of the Island (and which may be currently established beneath and across the premises described in this part of this Schedule) can remain as at present.
- (x) The owner of the premises described in this part of this Schedule and the Public of the Island (as owner of the original "North Telephone Exchange" premises) shall have reciprocal rights of access on to each other's property (on the same terms and conditions attaching to the right of access conferred upon the owner of the premises by the terms of clause "(v)" of this part of this Schedule), with or without workmen and materials in order to repair, replace, renew, unblock, unfreeze, clean and generally to maintain any of the service apparatus covered by the terms of clauses "(viii)" and "(ix)" of this part of this Schedule. The whole on condition that (a) any parts of such service apparatus serving the original "North Telephone Exchange" premises owned by the Public of the Island and the premises described in this part of this Schedule in common shall be repaired, replaced, renewed, unblocked, unfrozen, cleaned and maintained at common cost by the Public of the Island and the owner of the premises and (b) the owner of the premises described in this part of this Schedule and the Public of the Island shall each have the right to relocate such service apparatus established on their respective properties provided that previous notice in writing to the other party of not less than six months is given and provided also that any relevant works are carried out by competent contractors at the cost of the party proposing the relocation, after having received any required consents from the competent authorities, and to the reasonable satisfaction of the other party.

The other boundaries of the premises described in this part of this Schedule and other relevant rights attaching thereto, being as set out and described not only within the said contract dated the 19th November 1949, of hereditary purchase by the Public of the Island from the said Mr. Lyndon Lawrence Bichard, which contract is enrolled in the Public Registry of this Island, book RP 451C, page 149, but also within a subsequent contract of hereditary sale of electrical substation site number 305 and the sale, cession and transfer of related rights in perpetuity by the Public of the Island to the limited

liability company known as “The Jersey Electricity Company Limited” completed before the Royal Court on the 9th October 1998, which contract is also in enrolled in the Public Registry of this Island, book RP 1061, page 344; have recourse to both contracts.

The said premises are situated in the Parish of St. John, in the Vingtaine of Herupe, and are in the state and condition in which they are currently found with all their faults apparent or hidden, should same exist.

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**The Northern Exchange
Le Chemin de Herupe
St John**

Coordinate & Descriptive Definition of the Boundary Points

The coordinates given for the boundary points are local flat plane rectangular grid coordinates that relate to two survey stations used for surveying purposes.

The flat plane rectangular grid coordinates of these stations are as follows: -

Station Number 02	100.000 East	100.000 North
Station Number 21	114.933 East	103.219 North

The following is the coordinate listing of specific physical boundary points on the site and should be read in conjunction with Drawing Number P 587 21.

The boundary points are defined as follows:

Flat Plane Rectangular Grid Coordinate Listing

Boundary Point No.	Easting	Northing	Description
BP 001	88.713	109.643	interface of tarmac roadway (Le Chemin de Herupe) and the grass bank of the Northern Exchange
BP 002	101.945	107.461	intersection of a line extended from the south westerly face of the concrete kerb to the car park and a line offset 885mm (2'10 3/4") from the southerly face of the building
BP 003	121.977	104.158	the north west corner of the 100mm concrete blockwork wall at its western end
BP 004	126.504	103.411	the northerly face of the 100mm concrete blockwork wall
BP 005	126.916	103.802	the northerly face of the 100mm concrete blockwork wall
BP 006	140.532	103.804	the north east corner of the 100mm concrete blockwork wall at its southern end

PART 5

THE WEST EXCHANGE AND MANAGEMENT CENTRE, LA GRANDE ROUTE DE ST. OUEN, ST. OUEN

The remainder of a plot of land formerly being the northern part of a certain field known as “Le Clos du Ménage” with the various buildings now erected thereon and to the whole of which plot of land the Public of the Island has right by a contract dated the 18th December 1948, of hereditary purchase from Florence Cross, widow of Mr. Philip Edward Bowditch.

The boundaries of these premises, and all rights attaching thereto, being as set out and described not only within the said contract of purchase dated the 18th December 1948, by the Public of the Island from the said Mrs. Florence Bowditch (née Cross), which contract is enrolled in the Public Registry of the Island, book R.P. 449B, page 234, but also within a certain contract of sale of a small area of land formerly dependent to the said premises by the Public of the Island to Mr. William McFarlane and Margaret Higgins Doyle, his wife, completed before the Royal Court on the 28th January 1983, which latter contract is also enrolled in the Public Registry of the Island, book R.P. 756, page 542; have recourse to both contracts.

The said premises are situated in the Parish of St. Ouen, in the Cueillette de Léoville, and are in the state or condition in which they are currently found with all their faults apparent or hidden, should same exist.

PART 6

LAND SITUATED AT BECQUET VINCENT, ST. JOHN’S MAIN ROAD, ST. HELIER

A plot of land in the north-east corner of the field known as “Le Clos de la Porte” with the Telecommunications equipment established therein and to which plot of land the Public of the Island has right by a contract dated the 12th April 1947, of hereditary purchase from Mr. Philip John Renouf.

The boundaries of this plot of land, and all rights attaching thereto, being as set out and described within the said contract of purchase dated the 12th April 1947, by the Public of the Island from the said Mr. Philip John Renouf; which contract is enrolled in the Public Registry of the Island, book R.P. 445B, page 175, have recourse thereto.

The said plot of land is situated in the Parish of St. Helier, in the Vingtaine of Mont à l’Abbé, and is in the state or condition in which it is currently found with all its faults apparent or hidden, should same exist.

PART 7

CONTRACT LEASEHOLD INTEREST IN No. 1 THE FORUM, GRENVILLE STREET, ST. HELIER

The contract lease interest in the premises known as “No. 1 The Forum”, Grenville Street, St. Helier and to which the Public of the Island has right by a contract dated the 29th September 2000, of cession and transfer from the limited liability company known as “Invesco International Limited”.

The terms and conditions of the contract lease interest being as set out and described not only within the said contract dated the 29th September 2000, of cession and transfer by the said company “Invesco International Limited” to the Public of the Island, which contract is enrolled in the Public Registry of the Island, book R.P. 1105, page 553, but also within the original contract of lease of the premises dated the 30th December 1987, by the limited liability company known as “Electricity Supply Nominees Limited” to the said company “Invesco International Limited” (under its original name of “MIM Britannia International Limited”), which contract is also enrolled in the Public Registry of the Island, book R.P. 842, page 132; have recourse to both contracts.

The said premises are situated in the Parish of St. Helier, in the Vingtaine of Haut de la Ville, and are in the state or condition in which they are currently found with all their faults apparent or hidden, should same exist.

[1] Recueil des Lois, Volume 2002, pages 46, 48, 52-54, 56, 60 and 67.

[2] Recueil des Lois, Volume 2002, page 49.

[3] Recueil des Lois, Volume 2002, page 1.

[4] Recueil des Lois, Volume 2002, page 48.

[5] Recueil des Lois, Volume 2002, page 48.

[6] Recueil des Lois, Volume 2002, page 49.

[7] Recueil des Lois, Volume 2002, page 52.

- [\[8\]](#) Recueil des Lois, Volume 2002, page 52.
- [\[9\]](#) Recueil des Lois, Volume 2002, page 52.
- [\[10\]](#) Recueil des Lois, Volume 2002, page 53.
- [\[11\]](#) Recueil des Lois, Volume 2002, pages 53 and 54.
- [\[12\]](#) Recueil des Lois, Volume 2002, page 54.
- [\[13\]](#) Recueil des Lois, Volume 2002, page 53.
- [\[14\]](#) Recueil des Lois, Volume 2002, page 53.
- [\[15\]](#) Recueil des Lois, Tome VII, page 539.
- [\[16\]](#) Recueil des Lois, Volume 1966-1967, page 609 and Volume 1990-1991, page 551.
- [\[17\]](#) Recueil des Lois, Volume 2002, page 57.
- [\[18\]](#) Recueil des Lois, Volume 1970-1972, page 398.
- [\[19\]](#) Recueil des Lois, Volume 2002, page 57.
- [\[20\]](#) Recueil des Lois, Volume 2002, pages 52 to 54 and 58.
- [\[21\]](#) Recueil des Lois, Volume 1990-1991, page 875, Volume 1992-1993, page 63, Volume 1994-1995, page 351, Volume 1996-1997, pages 552 and 683, Volume 1998, pages 499 and 594, Volume 1999, pages 107 and 525, Volume 2000, page 746, Volume 2002, pages 177 and 439 and Nos. 8326, 8941 and 68/2002.
- [\[22\]](#) Recueil des Lois, Volume 2002, page 52 to 54 and 58.
- [\[23\]](#) Recueil des Lois, Volume 1990-1991, page 984, Volume 1992-1993, page 63, Volume 2002, page 261 and No. 8467.
- [\[24\]](#) Recueil des Lois, Volume 2002, page 58.
- [\[25\]](#) Recueil des Lois, Volume 2002, page 61.
- [\[26\]](#) Recueil des Lois, Volume 2002, page 60.
- [\[27\]](#) Recueil des Lois, Volume 1990-1991, page 890 and Volume 2002, page 184.