

**MORIER HOUSE, HALKETT PLACE: ASSIGNMENT OF RIGHTS AND OBLIGATIONS OF FUNDING
ARRANGEMENT**

**Lodged au Greffe on 16th January 2001
by the Planning and Environment Committee**



STATES OF JERSEY

STATES GREFFE

180

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Price code: A

PROPOSITION

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

to refer to their Act dated 19th June 1996 in which they approved the granting of a lease by the public to Hambros Bank (Jersey) Limited for a period of 125 years, of the area of land known as 2 to 10, Halkett Place and 21 and 23, Hill Street, St. Helier for use for public offices and,

- (a) to authorise SG Hambros Bank & Trust (Jersey) Limited to assign to a subsidiary called SG Hambros Properties (Jersey) Limited its rights and obligations under the funding agreement in respect of Morier House, with the SG Hambros Group to pay the public's reasonable legal expenses incurred in connection with the execution of the various documents required to effect the assignment;
- (b) to authorise the Attorney General and the Greffier of the States to pass, on behalf of the public, any contract which it might be found necessary to pass in connection with the assignment.

PLANNING AND ENVIRONMENT COMMITTEE

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

Report

In June 1996 the States approved a report and proposition of the Planning and Environment Committee for the development of Morier House, with the required funding being provided by Hambros Bank (Jersey) Limited (since renamed SG Hambros Bank & Trust (Jersey) Limited) by way of a "Lease and Lease-Back" arrangement.

The documentation entered into between the public and Hambros Bank (Jersey) Limited contains an assignment clause which gives Hambros the right to assign the relevant documents to any member of the Hambros Group with the consent of the States, which consent shall not be unreasonably withheld.

SG Hambros Bank & Trust (Jersey) Limited wishes to assign to a subsidiary called SG Hambros Properties (Jersey) Limited its rights and obligations under the funding agreement. The subsidiary was incorporated as from 1st April 2000.

Preliminary advice has been taken from the Law Officers' Department, the advice being that there appears to be no ground upon which consent should be withheld. The public's finance repayments to Hambros will be unaffected, as will the other terms and conditions originally agreed.

It is therefore recommended that the States approve the assignment, and authorise the necessary documentation to be agreed and completed by the Law Officers' Department and the Greffier of the States.

The Hambros Group, represented by Mr. J. Le C. Bisson of Bailhache Labesse, Advocates and Solicitors, has confirmed that his client is willing to pay the public's reasonable legal expenses incurred in connection with the execution of the various documents required to effect the assignment.

The Committee does not believe there are any manpower implications arising from this report and proposition.