

Key points raised in meeting

- Pre-meeting with [REDACTED] on site. There has been effectively no material maintenance work on the site since the lease commenced. From viewing myself there were clearly cracks and faults in the roof that was causing water ingress from rain (i.e., not per say just storm surge/ seawater). The site in general appears in a poor state.
- [REDACTED] was originally approached by Jersey Sport who had responsibility for the Lido but didn't know how best to manage the site. Their initial thinking was to continue with café and catering unit as before albeit the previous tenant had also regularly used the location for events.
- Following a meeting with [REDACTED] felt there was potential for use as key event space given the lack of such space in Jersey.
- This aligned well with clear aim of Jersey Sport to increase footfall and usage of the site.
- Tender bid was submitted to Jersey Sport and they were chosen as preferred partner.
- No involvement of JPH, with clear message that all contact to be via Jersey Sport, albeit legally the landlord was JPH.
- The request for some form of T/O related rent was refused in final negotiations with JPH as apparently, they could not account for this with their systems.
- Previous rental was [REDACTED] but the tenant was in turn paid [REDACTED] to clean the public toilets on the site.
- Each year [REDACTED] would send a schedule of planned events, then specific approval request for each event with risk assessment and then Jersey Sport would raise invoice for [REDACTED] to cover their admin in approving.
- It was agreed with Barclay that all Cat1, Cat 3, Cat 7 and Bailiff P49 applications would reference the whole site (not just the area subject to the lease), as this was the agreed process to avoid individual applications to Bailiff that would take 6 months for each event?
- They have not seen the Currie & Brown report and no follow up meeting took place.
- They also have had a [REDACTED] on site apparently recoding potential dilapidations. Again, nothing received by [REDACTED]
- There have been numerous occasions that JPH have given the keys to contractors/ agents who have entered the premises without any notice as is required in the lease (24 hrs). Not only does this cause inconvenience and security risks given this is licensed premises it also breaches the alcohol license.
- Apparently, there are master keys to many JPH sites that are not adequately controlled.
- An example was after midnight [REDACTED] noticed on their security cameras that an individual (they now know to be an employee of JPH) entered the premises, purportedly to collect the swimming trunks they had left there earlier.
- [REDACTED] and [REDACTED] consistently sent photos in of rainwater damage to Jersey Sport who then sent these on to JPH. Consistent message that came back was that there was no allocated budget to deal with any of the maintenance issues raised. The only apparent budget was for Jersey Sport to hire lifeguards and to clean the toilets.
- This was the pattern over a number of years but apart from this there were no material issues in the relationship with Jersey Sport. That said the public real area i.e. refuse etc had to be sorted by [REDACTED] as the parish would only collect from their land and JPH/ Jersey Sport were not maintaining this. The public viewed the business as responsible for the whole of

the Lido site, which they were not. As a result of poor maintenance of the public areas this damaged the reputation of the business.

- Everything changed when JPH took direct responsibility away from Jersey Sport.
- Initially [REDACTED] of JPH was uncomfortable that any events were being done at the site as they felt it should purely be a café/ kiosk
- They are also aware that JPH have on a number of occasions contacted third party suppliers/ clients to express concern over the safety of the Lido in an attempt to stop events taking place.
- JPH also directly advised Planning recently that the Lido had not sought planning approval for the internal partitions that had been put up. This would not normally be required but as a listed building it is. Planning have no issues with this and will issue approval once they receive consent from the landlord. Despite two chasers to JPH, no response has been received re approval.
- In Sep 2019 all power for the site was lost.
- Ultimately it was identified that the main connection across the beach had been damaged, however it was 9 months before it was resolved.
- JPH refused any form of compensation for costs/ lost income during this period and in fact tried at one point to charge the business for electricity when there was no power. It transpired that JPH had been claiming payments for the electric used for the main walkway lighting and this had to be corrected.
- As a result of JPH refusing any form of maintenance program, [REDACTED] they told JPL that they would withhold rent until agreement to do the required works.
- Eventually at a meeting, JPH agreed to do the works provided the arrears were paid. The agreed payment for the arrears was made but no works have been done.
- [REDACTED] has referred a company who have painted Corbiere lighthouse with maritime grade water resistant paint to JPH as probably the best solution for the rain water ingress. They apparently have contacted JPH 14 times but no response.
- In terms of potential ways forward [REDACTED] believes a model similar to Guernsey Lido would work. This means a charitable trust (perhaps Jersey Heritage) taking responsibility for the site, agreeing a maintenance program and a new lease for [REDACTED] that is workable and allows/ encourages events.