

Dated this 1ST SEPTEMBER 2015

AGREEMENT OF LEASE

By and between

**THE CHEFS TENANTS DE LA COMMUNE DE SA MAJESTE
EN LA PAROISSE DE GROUVILLE**

and

THE PUBLIC OF THE ISLAND

in respect of

The Coast Road Car Park
Grouville Common
Grouville
Jersey

AGREEMENT OF LEASE made and entered into at the ~~the~~ *ST. HELIER* in the Parish of *ST. HELIER*, Island of Jersey, this *15th* day of *September* Two thousand and fourteen.

BY AND BETWEEN

THE CHEFS TENANTS DE LA COMMUNE DE SA MAJESTÉ IN THE PARISH OF GROUVILLE commonly called "Grouville Common" (hereinafter the "Lessor"), of the first part;

AND

THE PUBLIC OF THE ISLAND (hereinafter the "Lessee"), of the other part.

WHICH AGREEMENT WITNESSETH as follows:-

1. IN consideration of the rents hereinafter reserved and of the Lessee's covenants hereinafter contained the Lessor hereby agrees to let to the Lessee who hereby agrees to take on the lease a certain piece of land comprising the car park known as Longbeach or Gorey Common Car Park No. 58 together with land to the East and the Public Conveniences erected on part thereof forming part of the *Commune* of the *Fief de la Reine en la Paroisse de Grouville* (hereinafter the "Car Park", the "Land", the "Public Conveniences" and the "*Commune*" respectively) situate to the South-West of the former Gorey Village Station with the banks (without *relief*) of the North-East, of the North-West and of the South-West the whole as hatched in diagonal lines for identification purposes only on the extract of the Jersey Digital Map ("Digimap") attached to this present contract as "Schedule I" (hereinafter designated the "Demised Premises" and having the UPRN 69115438); joining by the North-East a certain track across the *Commune* retained by the *Tenants* and not forming part of the Demised Premises (the "Northern Track"), by the South-West a certain other track across the *Commune* retained by the *Tenants* and not forming part of the Demised Premises (the "Southern Track"), by the South-East the beach or foreshore (the *rivage de la mer*) and bordering by the North-West the Grande Route known as 'La Rue à Don'.

THE Demised Premises such as it is with all and such rights appurtenances and dependencies as may belong thereto and in the state in which it is found with all defects apparent or hidden, if they exist, situate in the said Parish of Grouville in the *Vingtaine des Marais*.

2. **THE** lease is made for the consecutive term and space of nine years commencing on the 24th June 2015 and ending (subject to the terms hereof) on 23rd June 2024

3. **THE** Lease is made for and in consideration of an annual rental subject to review as is hereinafter provided of THREE HUNDRED FIFTEEN POUNDS (£315.00) STERLING per annum payable annually in advance to the President of the *Chefs Tenants* for the time being, throughout the term hereby created, the first proportionate payment of rental being that due at the said rate for the year from the said 24th June 2015 (the "**Commencement Date**") to the 24th June 2016 shall be paid for value on the execution of this present lease, the rental being subject to revision as hereinafter mentioned.

4. **PROVIDED ALWAYS** and it is hereby agreed that the annual rent payable under this Lease shall automatically and without requirement that notice be given to the Lessee be reviewed in 2018 on the third anniversary of the Commencement Date and every third year thereafter (referred to in this clause as the "**Review Date**" and the "**Relevant Review Date**" shall be construed accordingly) and as and from each Review Date the reviewed rent shall become payable in all respects as if it were the annual rent reserved by this Lease. On each Review Date, the reviewed rent shall be the annual rent immediately prior to the Relevant Review Date increased by the same percentage as the Jersey Retail Prices' Index shall have increased since the Commencement Date or the previous Review Date as the case may be IT BEING AGREED that the reviewed rent shall never be less than the amount of the rent payable immediately before the Relevant Review Date.

5. **THE** Lessee hereby covenants with the Lessor as follows:-

- (a) To pay all accounts for water, electricity and any other services which may be consumed on the Demised Premises or in the Public Conveniences; the Lessor may maintain the Public Conveniences with all necessary water pipes, electricity cables and drainage systems under the Demised Premises as they are at present established and all other necessary appurtenances for the proper functioning of the Public Conveniences with right of access for maintenance, repair and replacement as required;
- (b) Not to change the use of the Demised Premises from that at present, that is to say a public car-park, public conveniences and open land, without the prior written consent of the Lessor, and only on the terms that the Lessor, may stipulate, the parking of any vehicle or placing of any other object or building of

any structure on any part of the Demised Premises is prohibited save and except, for the avoidance of doubt, those trailers or tractors required to fulfil the Lessee's maintenance obligations under the terms of this Lease;

- (c) Not to extend or alter in any way the boundaries of the Demised Premises nor to alter or change the access from the public road from those shown on the extract of the Digimap attached hereto in Schedule I without the prior consent in writing of the Lessor, it being the Lessee's responsibility at the Lessee's own expense to make any necessary application required under the Planning and Building (Jersey) Law 2002 or any amendments thereto in respect of any alterations agreed as aforesaid;
- (d) At all times during the said term well and substantially to maintain the surface of the car-parking area (which surface must be maintained in hogging approved by the Lessor) as well as the surface of the access from the public road in a viable state;
- (e) At all times during the said term to keep the Demised Premises clean and tidy and free from litter; it being permissible for the Lessee to install appropriate litter-bins at the Demised Premises providing that the design of such bins shall have the prior consent in writing of the Lessor, it being understood that any such bins shall be emptied at frequent regular intervals;
- (f) As far as is reasonably possible taking into account the nature of the Demised Premises, not to carry on or permit or suffer the Demised Premises to be used for any illegal or immoral purposes nor to cause, carry on, permit or suffer any nuisance, annoyance or any inconvenience to the Lessor, other tenants or the owners or occupiers of any adjoining or neighbouring premises and not to use or permit to suffer to be used any portion of the Demised Premises or anything permitted to be established thereon under the terms of this Lease as an advertising station for the display of boards, posters, notices or signs, except such notices or signs as may be permitted and approved in writing by the Lessor;
- (g) Save as is provided for elsewhere in this Lease, not to carry out any planting without the prior consent of the Lessee any sowing of seed to be of indigenous wild plants similar to those growing on the rest of the *Commune*;
- (h) To maintain the banks of the North-East, of the North-West and of the South-West enclosing the Car Park (the "**Car Park Banks**") at their actual height in a

clean and tidy state and seeded from time to time as required with grass and wild plant seeds of species indigenous to the *Commune*; any hedge planted on the Car Park Banks to be of an indigenous species approved by the Lessor, to maintain any trees growing on the Car Park Banks according to accepted standards of husbandry and to be responsible for any costs incurred in connection with the Car Park Banks and trees; **it being understood and agreed** that the erection of walls or fences is not permitted without the prior consent of the Lessor **it being agreed and understood** that the Lessee alone will be responsible for the *branchage* in relation to the Demised Premises;

- (i) To maintain the Land and the remaining banks forming part of the Demised Premises in a clean and tidy state and seeded from time to time as required with grass and wild plant seeds of species indigenous to the *Commune*; any hedge planted on the Land and the remaining banks to be of an indigenous species approved by the Lessor and any trees growing thereon according to accepted standards of husbandry and to be responsible for any costs incurred in connection with the Land banks and trees;
- (j) To carry out all the works above envisaged at the cost of the Lessee the latter being bound to cause the least inconvenience possible to the Lessor and to all who have rights on the rest of the *Commune*;
- (k) To reimburse to the Lessor any reasonable costs and expenses incurred by the Lessor in carrying out any of the works above envisaged and which are the responsibility of the Lessee but which the Lessee as failed to carryout after unreasonable delay the Lessor being under no obligation to carryout such works the responsibility therefore in case of default remaining entirely with the Lessee;
- (l) The Lessee may exercise the following rights of way:-
 - i) on foot only on and across the Northern Track to go and come between the Public Conveniences and 'La Rue à Don' and the beach
 - ii) a vehicular right of way on the Northern Track only when necessary for the maintenance, repair, replacement and cleaning of the Public Conveniences and the Land;
- (m) Not to charge any fee or commission for any use of the Car Park or any other part of the Demised Premises;

- (n) To be responsible for the reasonable legal fees incurred by the Lessor in the preparation and passing of this present lease;
- (o) Not to permit the parking of boats, trailers or tractors on any part of the Demised Premises save and except, for the avoidance of doubt, those trailers or tractors required to fulfil the Lessee's maintenance obligations under the terms of this Lease;
- (p) To the limit indemnifiable under Public Liability Insurance (but to a minimum of £10,000,000 in respect of any one occurrence or such other sums as the Lessor, acting reasonably, may require from time to time) at all times to indemnify the Lessor against all claims, actions and expenses which might arise as a result of accident or damage or otherwise to the person or property of any third party at or on the Demised Premises and to this end to take out and maintain appropriate public liability insurance; pay the premiums and all other payments required to maintain the insurance and provide to the Lessor on demand a copy of the policy and the last premium receipt and comply with all requirements and recommendations of the insurers
- (q) To pay any costs incurred by in pursuance of any or all of the covenants hereinabove described.

6. THE Lessor hereby covenants with the lessee as follows:-

That the Lessee duly paying for said rents and honourable fulfilling its engagements under the aforesaid covenants shall be permitted peaceably to hold the Demised Premises, to enjoy the occupation thereof without interference or restraint on the part of the Lessor or any person or persons lawfully claiming under it save as reserved in section 7 hereof and to apply for renewal of the present Lease for a further term of nine years by application in writing not less than one month before the date of expiry of the present Lease;

7. THE Lessor reserves the right to exclude an area within the Demised Premises to allow it to issue a lease and/or wayleave to Jersey Electricity plc (the "JEC") in relation to the new electricity cable landing point, it being agreed and understood that the Lessor shall give reasonable notice to the Lessee of the area within the Demised Premises to be so leased to the JEC.

8. **THE** Lessor reserves the right to exclude an area within the Demised Premises to allow it to issue a lease and/or licence to Beachability or other similar charity (the “**Charity**”), it being agreed and understood that the Lessor shall give reasonable notice to the Lessee of the area within the Demised Premises to be so leased to the Charity.
9. **THE** Lessor reserves the right for its own profit all rights to grant private licences to any person or body including the Public to sell or retail ice cream, refreshments, beach toys and equipment of any nature or type on the Demised Premises, always provided that the granting of such private licences does not interfere with the use and enjoyment of the Demised Premises by the Lessee or its invitees and /or increase the Lessee’s maintenance and/or legal liabilities pursuant to the terms of this Lease.

IN WITNESS WHEREOF the parties have hereunto set their hands at *ST. HELIER* , in the Parish of *ST. HELIER* , Island of Jersey aforesaid on the day and in the year first above written in the presence of the undersigned Witnesses:

SIGNED by

, Chairman

And

, Secretary

For and on behalf of the “**Chefs Tenants de la Commune de Sa Majesté en la Paroisse de Grouville**” (authorised by a decision taken at a meeting of the said “**Chefs Tenants**” held on *11*th day of *March* 2015)

in the presence of:-

Witness

SIGNED by

Director of Jersey Property Holdings

For and on behalf of the Public of the Island

in the presence of:

Witness

SCHEDULE I



Licence Number 24



© States of Jersey 2008

