

Grant Agreement

Ports of Jersey Limited – 2016 Air Display

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Grant Agreement

1. Parties to the Agreement

This Agreement is made between:

The **STATES OF JERSEY** represented by:

Economic Development, Tourism, Sport and Culture Department (hereafter referred to as 'the Department')
7th Floor
Cyril Le Marquand House,
The Parade, St Helier
Jersey, JE4 8UL

And

Ports of Jersey Limited (hereafter referred to as 'the Partner')
Jersey Airport
St Peter
Jersey
JE1 1BY

2. Rationale

The Jersey International Air Display ('Air Display') has been developed into one of the Island's leading annual visitor attractions.

As one of the Island's foremost annual tourism attractions the Department remains committed to ensuring that it not only continues, but that the foundations and reputation of the event are built upon by the Partner, to create a self-sustaining and commercial event, providing a greater economic return for the Island.

The Department is utilising public funds to develop flagship events which will serve to raise Jersey's profile and draw in new visitors, develop and promote new products, and improve the overall quality of what Jersey has to offer.

This grant supports the main objectives of 'the enhancement of tourism in Jersey' by:

1. Creating a reason for people to visit Jersey;
2. Making it easier for visitors;
3. Providing value for money;
4. Making it an outstanding experience;
5. Supporting 1-4 through efficient organisation and use of resources.

The use of public funds to assist in achieving this seeks to:

1. Develop flagship events and partnerships which raise the Island's profile and draw in visitors;
2. Develop and promote products which attract niche and special interest markets;

3. Improve the quality and value of Jersey's offer;
4. Ensure the event is a vibrant and attractive visitor experience.

3. Objectives & Purpose of the grant

The grant is made to assist with the delivery of the 2016 Air Display. This is a multi-site event taking place in Jersey over several days: but primarily on Thursday 8th September 2016.

The purpose of the grant is to:

1. Assist with the organisation, marketing and delivery of the event;
2. Promote the Island and its tourism sector;
3. Ensure the Air Display has an adequate number of flying exhibits in attendance commensurate with the previous year (2015);
4. Ensure plans for the static aircraft displays at the airport and in St. Helier are such to help boost visitor numbers and generate income;
5. Secure the Royal Air Force Aerobatic Team ('The Red Arrows').

4. Operative Period

The Agreement shall commence at the date of signing and end on the 28th February 2017. The Agreement will be subject to earlier termination in accordance with its terms. The Agreement shall not come into force until it has been signed by both parties.

5. Description of Services

The Partner shall carry out the services as described **Schedule 1**.

6. Performance Levels

The Performance Levels of the Partner means the agreed standards of performance described in **Schedule 2**.

7. Delegation of duties

The Partner shall not delegate any of its duties or obligations arising under this agreement unless first approved by the Department.

8. Amount of grant, payment and repayment terms, and surplus monies

The maximum total amount of the grant payable by the Department to the Partner is £90,000.

Payment of the grant will be in accordance with Schedule 3 of this Agreement.

In the event that any of the grant is used for purposes other than expenditure incurred by the Partner in connection with work relating to the provision of the Services, the department reserves the right to demand that the grant be refunded either in full or in part.

9. Corporate Governance

The Partner will maintain throughout the term of this agreement the Corporate Governance framework as described in Schedule 3.

The Department reserves the right to withhold or refuse payment of the grant if the Partner is unable to demonstrate that it has in place satisfactory Corporate Governance and Financial Controls.

10. Provision of reports and publication of accounts

As the Partner is part of the States of Jersey and their accounts are published they are not required to supply audited accounts

The Partner is required to provide a Grant Assurance Statement setting out how the grant was spent and the outcomes achieved in comparison with the original objectives of the grant, the Partner must supply the Grant Assurance Statement by 28th February 2017.

11 Audit and Rights of Access

The Partner, in signing this Agreement, acknowledges that they may be subject to an audit by the Department or Comptroller and Auditor General. The Partner agrees to allow unrestricted access to all files and records and provide any information requested within 30 days of the request being made.

12. Prohibited Activities

The Partner shall not carry out activities in relation to this agreement which in the opinion of the Department will bring or are likely to bring the Department or the Partner into disrepute.

13. Assignment and sub-contracting

The Partner shall not assign or transfer this Agreement or any part share or interest in it to another party without the written consent of the Department.

14. Breach resolution and termination for Breach

Any party may terminate this Agreement, with 3 months' notice or such other notice period as shall be agreed, in the event of a breach of any of its terms by the other party. Such termination shall not affect any rights which the party so terminating the Agreement may have against the other party in consequence of the breach.

In the event of a breach of any of the terms of this Agreement the party not in breach may as an alternative to agreed notice serve a notice on the party in breach requiring the breach to be remedied (if capable of remedy) within a period specified in the notice not being longer than 28 days and if the

breach has not been remedied before the expiry of the specified period the party not in breach may then terminate the Agreement.

15. Notification

The Partner must notify the Department in writing forthwith upon the occurrence of any fact matter or circumstance which it believes to constitute a breach of this Agreement or otherwise gives the aforementioned the right to terminate this Agreement.

16. Grievance resolution

Any grievances between the parties should in the first instance be aired at a meeting of the principal parties to the Agreement (the Department and the Partner).

Both parties may call a meeting of not less than 14 days written notice, and each party agrees to procure that at least two of its designated representatives from its Senior Management Team shall attend all meetings called in accordance with this Clause.

If the senior officers fail to resolve the dispute within 14 days of the meeting then the Dispute Resolution Procedure shall be deemed exhausted OR the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties

17. Amendment or Variation

The terms of this Agreement may only be varied by agreement in writing between the parties to this Agreement and signed by such parties.

18. Notices

Any notice or other communication required to be served under or in connection with this Agreement shall be in writing and shall be delivered in the case of the Department to its office AND any such notices shall be deemed to have been received by the addressee (if delivered by hand) at the time of delivery or (if sent by pre-paid post or facsimile) within seventy two hours of posting.

19. Warranties and Indemnity

The Partner warrants with the Department that the obligations under this Agreement and services of the Partner will be performed with due care and diligence and to such high standards of quality as it is reasonably for the Department to expect in all circumstances. if any part of the services are not performed in accordance with this Agreement then the Department shall be entitled to require the Partner promptly to improve the relevant services immediately re-perform without additional charges to the Department or the organisation being advised.

20. Joint and Several Obligations

All agreements on the part of any party which comprises of more than one person or entity shall be joint and several.

21. Compliance with Legislation

In carrying out this Agreement and the services in particular the Partner shall comply in all respects with all relevant statutes, rules, regulations and orders in force.

22. Whole Agreement

The Department and the Partner acknowledge that this Agreement including the Schedules hereto and the terms herein contain the whole Agreement between the parties.

23. Supersedes Prior Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the signing of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

24. Law and Jurisdiction

This Agreement shall be governed by Jersey Law in every particular including formation and interpretation and shall be deemed and construed as having been made in Jersey.

25. Data Protection

Any data gathered during the delivery of this programme must be managed in accordance with the Data Protection (Jersey) Law, 2005. The information must not be used or disclosed other than for the purposes intended or without the full consent of the Department.

26. Insurance

The Partner must have in place, and maintain throughout the term of the Agreement the appropriate insurance policies to comply with the minimum legal requirements.

27. Survival of Terms

No terms shall survive expiry or termination of this Agreement unless expressly provided herein and/or as necessary by implication.

28. Confidentiality

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or sub-Partners where such disclosure is required for the performance of the party's obligations under this Agreement. This clause shall not extend to information which was already in the lawful possession of a party prior to this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive any termination of this Agreement.

29. Liability

Nothing in this Agreement shall be construed as restricting or excluding the liability of either party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

Nothing in this clause 29 shall affect the Partner's right to terminate this agreement in accordance with its terms

30. Insolvency

The Partner shall notify the Department in writing immediately if a bankruptcy or winding-up petition is presented on the Partner during the term of the Agreement.

31. Intellectual Property Rights

All intellectual property rights arising out of the grant including but not limited to trademarks, copyright, names, logos, domain names, database rights, promotional material, design rights and any other materials shall remain with Economic Development Department.

32. Purchase of Assets

There is a general presumption that any assets disposed of, which was wholly or partially funded by the grant, the proceeds (or an appropriate proportion of them) should be paid to the Department.

Schedule 1: Description of Services

The Ports of Jersey has developed a working relationship with the key figures that organise the Jersey International Air Display. In 2014 the process for the management and governance of the Economic Development, Tourism, Sport and Culture Department public grant was passed to the Ports of Jersey.

As in 2015 the objective in 2016 is for Ports of Jersey Limited to work with the Jersey International Air Display to develop the event, commercialise current activities and through the development of new initiatives and revenue streams ensure the event continues and enjoys a successful and sustainable future with an aspiration to become self-funding in future years through the growth of existing revenue streams and the creation of new ones.

Schedule 2: Key Performance Indicators

The Key Success Criteria for the 2016 event will be:-

1. Ports of Jersey Limited to develop its relationship with the Air Display
2. Secure Red Arrows
3. Secure UK military/armed forces presence
4. Provide a full show i.e. the full 4 hours
5. 2016 event report by end of 2016, detailing progress over 2015 and headlining improvements for 2017
6. Ensure value for money in relation to EDTSC grant.

Schedule 3: Payments, Timing, and Repayment.

The grant (up to a maximum sum of £90,000) for the Air Display will be paid in September 2016 after the event has been successfully delivered. The Department will retain 10% of the total grant claimed which will be paid upon receipt of the Grant Assurance Statement (due by 29th February 2016).

Schedule 4: Signatures to the Agreement.

Signed for and on behalf of **the Department**

Name: Mike King
Position: Chief Officer
Economic Development, Tourism, Sport and Culture Department

Date:

Signed for and on behalf of **the Partner**

Name: Doug Bannister
Position: Group Chief Executive Officer
Ports of Jersey Limited

Date