



## LICENCE

THIS LICENCE is made on the 9 April 2020

BETWEEN the Licensors and the Licensee

<b>Licensors</b>	<div></div> <p>The above will collectively be known as the Licensors and will be represented by and acting through <div></div> who has confirmed authority to act and sign on behalf of the Licensors.</p> <p>Address <div></div> which address shall be the address for the service of any notices pursuant to clause 6.</p>
<b>Licensee</b>	The Public of the Island of Jersey c/o Jersey Property Holdings La Collette Depot, La Route du Veule, St Helier, Jersey, JE2 3NX which address shall be the address for the service of any notices pursuant to clause 6.
<b>Licensed Land</b>	Fields 877, 878 & 879 St. Lawrence, Jersey the whole as shown for identification purposes only on the plan annexed at Schedule 1 and deemed to include any Licensors's fixtures fittings and equipment located at the Licensed Land.
<b>Licence Period</b>	12 months commencing on the Commencement Date <div></div>

<b>Commencement Date</b>	9 April 2020
<b>Termination Notice</b>	<p>A written notice served in accordance with clause 6 by the Licensee upon the Licensor other at any time during the Licence Period of the Licensee's intention to terminate this Licence.</p> <p>This Licence will terminate one (1) month after service of a Termination Notice.</p>
<b>Licence Fee</b>	<p>_____ to be paid upon signing of this License Agreement.</p> <p>_____</p>
<b>Payment Terms</b>	<p>The Licensee Fee is to be paid in full in advance as reasonably directed in writing by the Licensor.</p> <p>_____</p>
<b>Agreed Use</b>	<p>The use of the Licensed Land for the construction of a surge medical facility (hereafter referred to as 'SMF') and for the continued use of the Licensed Land as the same or as otherwise authorised in writing by the Licensor.</p>
<b>SMF</b>	<p>The SMF will be constructed by contractors of the Licensee and built in accordance with the plans appended under Schedule 2</p>

Unless the context otherwise requires the singular shall include the plural and vice-versa the masculine gender shall include the feminine and the neuter and vice-versa and references to a clause shall be to a clause of this Licence.

All references to a statute or statutory provisions shall be construed as including references to any modifications consolidation or re-enactment for the time being in force to any statutory rules regulations or orders made pursuant to it and to any former statutes or statutory provisions of which it is a consolidation re-enactment or modification.

## **1 Licence**

- 1.1 The Licensors has agreed to grant to the Licensee the non-exclusive right [REDACTED] to occupy the Licenced Land on a licence basis for the Licence Period at the Licence Fee payable on the Payment Terms.
- 1.2 All sums payable or other consideration provided by the Licensee to the Licensors or by the Licensors to the Licensee pursuant to this Licence are exclusive of any Goods and Services Tax ("GST") (as defined in the Goods and Services Tax (Jersey) Law 2007 and any future tax of a like nature) which is chargeable on the supply or supplies for which such sums or other consideration (or in either case any part thereof) are the whole or part of the consideration for GST purposes.
- 1.3 When a taxable supply for GST purposes is made pursuant to the Licence by either the Licensors or the Licensee the party making the supply shall provide to the other a valid GST invoice in respect of such supply and any GST so payable shall be paid promptly following receipt of the same. Further where either party is required by the terms of this Licence to reimburse the other for any cost or expense such reimbursement shall include such part as represents GST.
- 1.4 It is acknowledged and agreed that the parties have no intention other than to create a valid and effectual licence as contained herein and that the terms of this Licence accurately reflect the intention of the parties.
- 1.5 This Licence shall not include or operate so as to confer on the Licensee any right, privilege, easement, advantage or exclusivity in, through, over and upon any land or premises save as specifically granted under the terms of the Licence and nothing herein contained shall be intended to create nor shall be constructed nor interpreted as if in any way creating a tenancy arrangement nor relationship of landlord and tenant between the parties.

## **2 Licensee Obligations**

The Licensee undertakes and agrees with the Licensor:

- 2.1 To use the Licenced Land solely for the Agreed Use.
- 2.2 At its expense to obtain and maintain in force all and any licences, permissions and consents necessary to enable the Licensees lawfully to use the Licenced Land in accordance with the terms of the Licence.
- 2.3 To pay the Licence Fee to the Licensor on the days and in the manner specified in the Payment Terms. Should the Licence Fee not be received by the Licensor on the due date then interest at the rate of 5% above the Bank of England base rate shall be charged on such outstanding balance until it shall be received into the Licensor's bank account together with all reasonable administration charges resulting from actions taken for the recovery of any late payment.
- 2.4 To be responsible for the payment of all and any costs in respect of any utility services which may be provided to the Licenced Land together with the cost of any re-connection fee relating to the supply any such services should the same be disconnected and at all times hereafter to keep the Licensor indemnified against all and any claims demands and liabilities in respect thereof.
- 2.5 To pay all existing and future rates (including Islandwide and Parish rates) taxes assessments and other outgoings payable by an occupier in respect of the Licenced Land and in the event that the Licenced Land forms part of any property to pay an appropriate share of the same as determined by the Licensor and at all times hereafter to keep the Licensor indemnified against all and any claims demands and liabilities in respect thereof.
- 2.6 To keep the Licenced Land and the SMF built thereon clean and tidy and in good order to the reasonable satisfaction of the Licensor and shall be responsible for making good any damage caused to the Licenced Land by the Licensee, its servants, agents or invitees.
- 2.7 To maintain and re-secure after each use any and all perimeter security provided by the Licensor at the Licenced Land.
- 2.8 Not to permit the accumulation of any refuse rubbish or waste at the Licenced Land.
- 2.9 Not to pollute or contaminate any water supply (whether on the surface or underground) stream or tidal waters and in particular to observe and comply with the terms of the Water Pollution (Jersey) Law 2000 and to ensure that no thing matter or substance likely to cause blockage or harm or cause a nuisance is put into any drains serving the Licenced Land.

- 2.10 Not to do or omit to do or to permit or suffer to be done or omitted any act matter or thing in or respecting the Licenced Land which may contravene the provisions of the Planning and Building (Jersey) Law 2002 the Building Bye-Laws (Jersey) 2007 or any other law or regulation which may apply in respect of the Licenced Land and/or the Agreed Use the Licensee being solely responsible for obtaining any consents or permissions required for the erection and use of the SMF and any ancillary structures on the Licenced Land pursuant to the Agreed Use and to forthwith supply to the Licensor a copy of such consent or permission once obtained.
- 2.11 Not to do or permit or suffer to be done in or on the Licenced Land any act or thing which may be a nuisance damage or annoyance to the Licensor or to the occupiers of any neighbouring premises or which may prejudice the safety of the Licenced Land or any adjoining or neighbouring premises.
- 2.12 At its expense at all times to observe and comply with all fire regulations as may from time to time be made by or on behalf of the Licensor in respect of the Licenced Land.
- 2.13 Not to assign or transfer the rights granted to the Licensee which are personal to the Licensee, nor assign, sub-let or part with possession of the Licenced Land or any part thereof at any time.
- 2.14 To indemnify the Licensor against all and any actions, demands, costs, expenses and claims whatsoever arising out of or in connection with the use of the Licenced Land and any access thereto by the Licensee or any person or body using the Licenced Land with the express or implied permission of the Licensee in respect of any injury or illness to or death of any person or damage to any property.
- 2.15 To effect and maintain in force all insurances necessary to permit the Licensee to use the site for the Agreed Use.

### **3 Termination**

- 3.1 In the event of a breach as described in Clause 4 below this Licence may be terminated at any time during the Licence Period by the service of a Termination Notice by the Licensee upon the Licensor.
- 3.2.
  - a) At the termination of this Licence or at the time of its prior determination as provided under the terms of this Licence peaceably to yield up to the Licensor the Licenced Land in good order and clean and tidy in accordance with the

Licensee's covenants herein contained and commensurate with the condition of the Licenced Land as at the Commencement Date.

- b) The Licensee shall have no right to claim compensation in respect of any monies spent on improving the Licenced Land or in respect of any installations constructed or erected thereon by the Licensee and the Licensee shall remove at its expense if so required by the Licensor any installation constructed or erected on the Licenced Land during the Licence period and shall make good the area or areas affected likewise at the expense of the Licensee.

#### **4 Breach**

##### **4.1 In the event of**

- (a) the Licence Fee remaining unpaid for a period of thirty (30) days after the same shall have become due and payable whether demanded or not; or
- (b) the Licensee failing to materially conform with any of the Licensee's covenants under this Licence and failing to remedy the relevant breach after being given reasonable notice by the Licensor of the requirement to do so; or

this Licence may cease and determine and the Licensee shall immediately vacate the Licenced Land and yield up the same in a condition commensurate with the Licensee's obligations at clause 2.

#### **5 Disputes**

- 5.1 Any dispute arising between the Licensor and Licensee relating to the Licenced Land and not being a matter which falls to be dealt with in any other manner under the terms of this Licence or by law shall in the absence of agreement between the parties thereon be referred to an arbitrator to be nominated by the Licensor and the Licensee. In the case of disagreement as to the appointment of the arbitrator he or she shall be appointed by the President for the time being of the Jersey Law Society and the decision of such arbitrator shall be final and binding upon the parties.

#### **6 Notices**

- 6.1 Any notice decision direction approval authority permission or consent to be given under this Licence shall be in writing and shall be valid and effectual and shall be deemed to have been validly served on or conveyed by prepaid post to the Licensor at the Licensor's Address or to such other address for service in the Island of Jersey as the Licensor may notify in writing to the Licensee and to

the Licensee at the Licensee's Address or to such other address for service in the Island of Jersey as the Licensee may notify in writing to the Licensors.

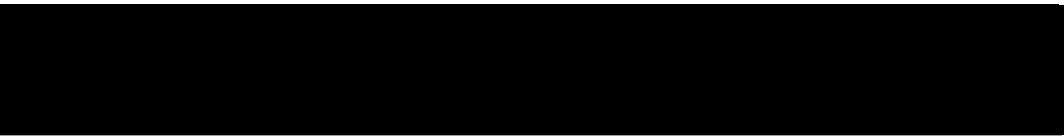
## **7 Agreement and Declaration**

**IT IS AGREED and DECLARED that:-**

7.1 Notwithstanding the terms and provisions of this Licence the legal possession and control of the Premises shall at all times remain vested in the Licensors.

7.2 In view of the nature of the Agreed Use:

(a) the Licensors will not grant, licence or let any other rights in respect of the Licensed Land during the term of this Licence; and,



7.3 Of their respective free will it is not the intention of either the Licensors or Licensee to create between them the relationship of landlord and tenant and this Licence shall not in any way confer or impose on either of them any of the rights or obligations of a landlord or tenant or any other rights or obligations save those expressed or implied by law in this Licence and this Licence shall be construed in such manner so as to give effect to the express intention of the Licensors or Licensee.

## **8 Governing Law**

8.1 This Licence shall be interpreted in accordance with and shall be governed by the laws of the Island of Jersey.

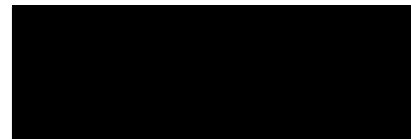
**IN WITNESS** whereof the Licensors and the Licensee have hereunto executed this Licence Agreement in duplicate on the day and in the year first above written in the presence of the undersigned witnesses.

**SIGNED** by

**Minister for Infrastructure**

**for and on behalf of the**

**Public of the Island of Jersey**



.....



this 12<sup>th</sup> April 2020

in the presence of:

JERSEY PROPERTY  
HOLDINGS

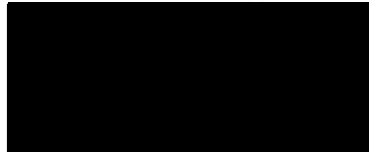


Witness

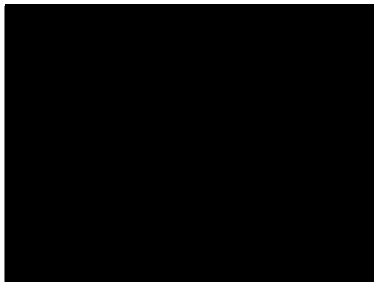
SIGNED by the Licensor

this 15<sup>th</sup> April 2020

in the presence of:



Witness

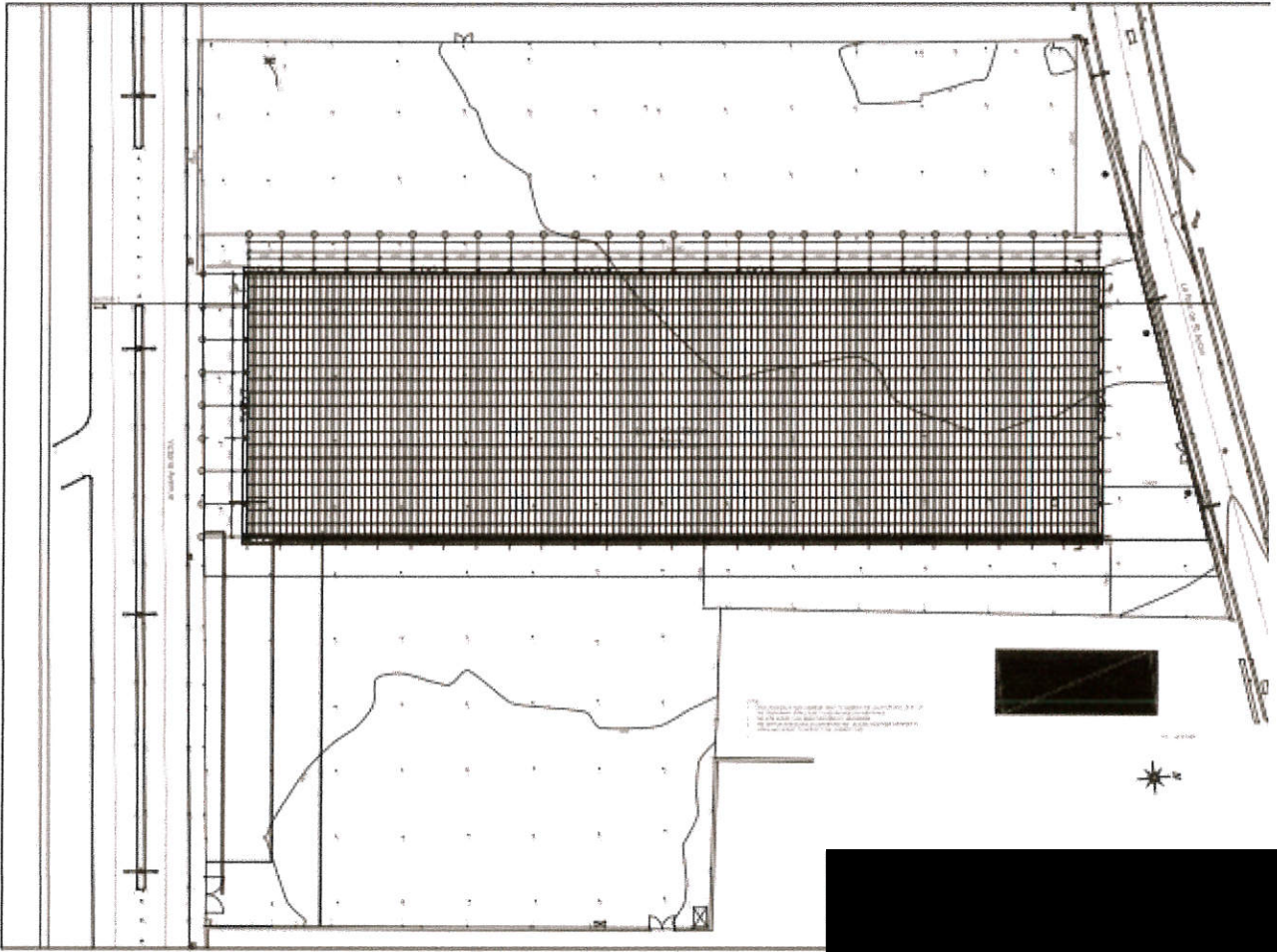


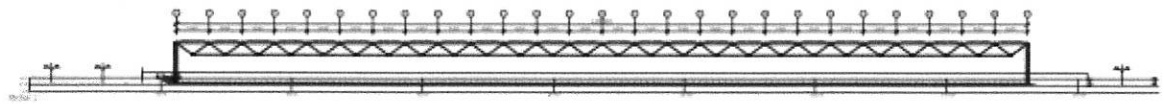
**SCHEDULE 1**

**THE LICENSED LAND**

**SCHEDULE 2**

**SURGE MEDICAL FACILITY**





1. The drawing is a side elevation of the structure.  
2. The structure is composed of several sections.  
3. The central part is the most prominent.  
4. The drawing is done in a simple, schematic style.

