

Appendix 6: Heads of Terms

Heads of Terms

WITHOUT PREJUDICE, SUBJECT TO CONTRACT & MINISTERIAL CONSENT

Property:	Car Parking, Peirson Road Petanque Pitches, La Route de St Aubin Inn on the Park Car Park, La Route de St Aubin Parking, La Route de St Aubin Promenade, Westmount Road Playground, People's Park, Westmount Road Jersey Bowling Club, Westmount Road Miscellaneous parcels of land in POSH ownership. See Appendix 1
Transaction:	Freehold.
Purchase Consideration:	Apportioned as Appendix 1, and all Vendor's fees and taxes and the like. In the event that a facility or asset is replaced then equivalent reinstatement cost shall supersede the figures attached in Appendix 1
Timing:	The Purchaser and the Vendor will complete the transaction (with full funds transferred) on the successful Determination of the Planning Application for the new hospital and access. Heads of Terms will be signed by the end of January 2022. The date for Vacant Possession will be at Contract Completion, except for the Jersey Bowling Club, which will be the end of the 2022 Bowling Season.
Reprovision Of Lost Facilities:	<p>The compensation offered for Public Pay Spaces due to land lost to carriageway and footpath, reflects the current revenue which is lost by the Parish.</p> <p>The Purchaser will reprovision the facilities as follows:</p> <p>The total number of legitimate parking spaces before the proposed changes is 157 and after the proposed changes is 52, as set out below and expanded upon further in the paragraph following:</p> <ul style="list-style-type: none">• Resident parking zone spaces, before 39 after 39• Motor bike parking spaces, before 16 after 10• Disabled bay spaces, before, 3 after 3• Public pay spaces, before 104 after 0• Service vehicle spaces, before 2 after 2 (RPZ at night)• Short term spaces, before 8 after 8 (RPZ at night)• Cycle parking, before 16 after 16• Doctors' spaces, before 1 after 0

Of the totals above, reasonable endeavours will be used to reprovide the 7 Resident and 10 of the motorbike parking spaces that cannot be accommodated within the land lost to public carriageway and footpath. The car parking is likely to be in Elizabeth Lane Car Park as an interim solution (once construction of these highway works commence) and then within Patriotic Street Car Park once the new hospital is open, subject to the approval of Minister of Infrastructure and agreement of the Parish. The motorcycle parking and cycle parking will be at a location with the approval of the Minister of Infrastructure and agreement of the Parish.

It is confirmed that, where a tree has to be removed, it will be transplanted where this is likely to be successful or, if not, will be replaced. The maturity of the replacement tree will be the maximum transplantable age achievable within reasonable cost allowances and within the project timeframe. They may not therefore be of the same maturity. The location of relocated or replaced trees will be as contained in the Planning consent but will also be in consultation with the Parish.

A survey of the memorial trees and benches will be undertaken with the parish. It is confirmed that, the new location of any replaced or relocated memorial trees, or of any relocated benches, will be in agreement with the Parish.

The relocation or modification of leisure (playground and petanque) facilities, will be as indicated on the attached Appendix 2. If the Parish confirm that they are in agreement with the proposed locations or an alternative location is agreed by both parties for the latter, these relocations, and any other necessary associated adjustments, will be at the cost of the GoJ.

Jersey Bowling Club

Jersey Bowling Club - It is the preference of all parties that the Purchaser reaches a negotiated settlement for alternative land and re-provides the Jersey Bowling Club (JBC). The proposed solution is for the JBC to be accommodated at Warwick Farm for the 2023 Season. Sketches showing examples of how the land at Warwick Farm could accommodate the JBC are provided in Appendix 3. If agreed by the JBC, the land that will accommodate the Club will be immediately transferred to Parish of St Helier, the facilities including the green and clubhouse will be constructed and commissioned by the government, and the Parish will then lease the land and facility to the JBC. In the circumstances that Warwick Farm is not accepted or achievable as the preferred site for the JBC and the Government of Jersey does not secure an alternative site for the JBC prior to Planning consent being granted for the new hospital and access, it is proposed the Purchaser will acquire the land currently occupied by the JBC from the Parish of St Helier for £700k and provide a consideration of £1m to the JBC for the reprovion of their facilities.

Highway/By-roads:

Parish of St Helier By-roads (or sections of By-road (including all or sections of Peirson Rd, Kensington Road and Westmount Road)) – it is intended that these are to be designated main roads as part of the Our Hospital scheme

Areas with Rights

Of Access or Licence: It is proposed a licence is granted to provide access to the highway and adjacent land (as indicated on the plan in P.80/2021, Appendix 1, Plan 4) for enabling works and highways drainage etc. On vacating the land, GoJ to reinstate to an equivalent standard as detailed by a photographic schedule of condition.

In respect of all areas that will border land that remains in Parish ownership, the condition of the land surrounding that acquired by the Government needs to be reinstated to its current condition or better following the work to be undertaken, including re-routing of paths and replanting of gardens as necessary.

Attenuation Tanks

& Drainage Pipework: It is confirmed that the purchaser will meet the full costs of installation and maintenance of the surface drainage tank(s), and returning the parkland to its current condition once installed. The location of the surface water drainage tank, if required by the project, would be agreed with the Parish in advance; an indicative position is provided in Appendix 2. The Parish would have rights to use the water, if collected in the tank but would be responsible for any costs associated with drawing the water or any damage caused in so doing.

This is subject to entering a 150 year lease at a rent of £100 per annum, the right to be able to use and enjoy the benefit of the attenuation tanks and drainage. Repair, maintenance and replacement (and any future removal and reinstatement) of the tank and pipework will be entirely the responsibility of the Purchaser.

Steps and Rights of Way:

There will continue to be a link between the lower and upper parts of Westmount Rd; the exact location may need to be slightly amended to suit revised road alignment and elevation

Insurance: The Purchaser shall insure the Property under their existing Material Damage Policy from the date of Completion.

Maintenance: The Purchaser shall take responsibility for maintaining the Property to an acceptable standard from the date of Completion.

Vendor: **The Parish of St Helier**

Contact:
Email:

Purchaser: **Public of the Island**

Contact:
Email:

Vendor's Lawyer: **TBC**

[Phone:](#)
Email:

Purchaser's Lawyer: **TBC**

Tel:
Email:

Purchaser's Agent: **D2 Real Estate**

Contact:
DD Phone:
Email:

Vendor's Agent: **Quérée Property Consultants**

Contact:
DD Phone:
Email:

Governing Law: The transaction will be governed by Jersey Law.

Costs: The Purchaser will pay the Vendor’s reasonable professional fees (legal and valuation) and taxes on the assumption a negotiated settlement can be agreed.

Conditions:













1. The proposed transaction is subject to contract and ministerial consent.

Signed by Vendors _____

Signed by Purchaser _____

Date _____

Heds of Terms Appendix 1

Appendix 1			
Index	Property Name	Area (acres)	GoJ Offer
1		0.23	£1,010,000
2		0.29	£3,500,000
3		0.64	£1,910,000
4		0.22	£10,000
5		0.63	Equivalent replacement cost to apply to the land. Once a site is found the land will be transred to POSH for £1 and the Purchaser will reprovide the bowling club.
6		0.35	£30,000
7		0.25	£15,000
8		0.45	£12,727
9		0.41	£11,818
10		0.39	£11,300
11		0.07	£10,000
12		0.12	£10,000
13	Attenuation tank and Pipework		150 year lease at £100 per annum

Appendix 2 – Proposed location of petanque terrains and modification to children’s playground

