

PARTNERSHIP AGREEMENT

Dated

**The States of Jersey - Economic Development, Tourism, Sport and Culture
Department**

and

The Jersey Heritage Trust

Contents

<u>Section 1 The Partnership</u>	Page
The Parties	3
Introduction and strategic context	3
The Purpose -	4
The Role of Jersey Heritage	4
Obligations of Jersey Heritage	5
Obligations of EDTSC	5
Duration of the Agreement	6
Grants	6
Non Compliance or non-performance	7
Notification of Breach	7
Termination for Breach	7
Dispute resolution procedures	7
Amendment or variation	8
Notices	8
Warranties and Indemnity	8
Compliance with Legislation	8
Whole Agreement	8
Supersedes Prior Agreement	8
Law and Jurisdiction	8
Data Protection	9
Survival of Terms	9
Confidentiality	9
Intellectual Property Rights	9
Purchase of Assets	9
Statutory Regulatory Requirements	10
Signatures	10
<u>Section 2 Annual Schedules</u>	Page
2013 Schedule 1: Key objectives, priorities & description of services	11
2013 Schedule 2: Key performance indicators	12
2013 Schedule 3: Annual Grants	14

Parties

This **Partnership Agreement** is made on

Between

1) the States of Jersey (**the States**) represented by Economic Development, Tourism, Sport and Culture Department (**EDTSC**), Seventh Floor, Cyril Le Marquand House, St Helier, JE4 8UL.

and

2) The Jersey Heritage Trust (**Jersey Heritage**), Jersey Museum, the Weighbridge, St Helier, JE2 3NG

Whereas

The Partnership Agreement (**the Agreement**) describes the contractual terms, the range, activity volume, standards and value of the services that have been agreed between EDTSC (the commissioner) and Jersey Heritage. It also details the monitoring arrangements to ensure that the services are delivered as agreed within the agreement and how any variations are dealt with.

Section 1 of the Agreement establishes the contractual terms between the two parties, their roles and their respective obligations throughout its term. This section is signed once during the term of the Agreement

Section 2 of the Agreement establishes the key objectives, amount of Annual, Refreshment and Refurbishment, or Top Up Grants, annual key performance indicators any specific conditions attached to the grant and any other criteria for measurement of whether the grant conditions have been fulfilled. This section is presented as Annual Schedules, the duration of which are linked to the States Medium Term Financial Plan ('MTFP') and forms part of this Agreement. The Schedules are negotiated, agreed and signed on an initial basis for 2016 and subsequently to cover the three-year period 2017-2019.

This agreement recognises that in the event that EDTSC does not receive the full funding set out in the MTFP for culture or that savings are subsequently required from the funding provided for culture, the grant to Jersey Heritage may be reduced in consequence. In such circumstances, Jersey Heritage reserves the right to renegotiate with EDTSC the level of service set out in the relevant Schedule to reflect any such changes.

Section 1:

Introduction & strategic context

The States of Jersey established Jersey Heritage by Law 'to acquire, conserve and show the buildings and objects which form part of Jersey's heritage'. It is the principal advisor to the States on matters relating to the Island's public heritage assets.

Jersey Heritage is an independent publicly-funded non-government incorporated body, recognised as a charity by the Comptroller of Income Tax, which is free to generate income by other means, including entry charges to sites. Responsibilities of trustees and relevant delegations are set out in Jersey Heritage's Code of Practice for Trustees and Scheme of Delegations.

The commitment of the States to support culture is set out in the States Cultural Strategy (P154/2005). In 2010 the States affirmed the value of a detailed agreement with Jersey Heritage to safeguard the Island's heritage (P75/2010) and subsequently entered into a Service Level Agreement which recognised the cost of the services provided by Jersey Heritage and related them to a specific level of annual funding in 2010, and an annual commitment of £465,000 for a Refreshment and Refurbishment Fund, calculated in 2010 on the basis of 10% annual of the fit-out costs of the public sites (excluding Hamptonne); this three-year agreement was extended into 2015. The schedules to this agreement, setting out services, indicators and funding, update this approach on the basis of the level of funding set out in the schedules.

The impacts of the work of Jersey Heritage are made in a number of areas central to the States' priorities of Health and Wellbeing, Education, Economic Growth and the Regeneration of St Helier, in particular:

- Cultural: engagement with the community, resident and visiting, to encourage enjoyment of and participation in Jersey's heritage. (Health and Wellbeing)
- Economic: the promotion of heritage to attract visitors, secure positive coverage in the promotion of Jersey and maintain the value of our heritage assets through agreements with their respective owners. (Economic Growth)
- Environmental: to care for public historic properties and, where possible, to bring such properties into sustainable public use. (Health and Wellbeing, and Regeneration of St Helier)
- Social: promote heritage to students within formal education, support internships and community roles, work with other voluntary organisations in the cultural sphere. (Education)

To support these outcomes, EDTSC provides funding on behalf of the States of Jersey to Jersey Heritage.

2 The Purpose

The purpose of this Agreement is to put in place an agreed framework, which is compliant with Financial Direction 5.5 Management of Grants, under which EDTSC can provide an annual grant and any top up grants to Jersey Heritage, and which records the obligations of both parties.

3 Role of Jersey Heritage during the term of the Agreement Throughout the term of this Agreement Jersey Heritage's role is to:

- Ensure that the heritage sites and collections for which Jersey Heritage is responsible are open to the public in accordance with the agreed service level (see Schedule 2).
- Promote the work of Jersey Heritage to attract the public, secure positive coverage for the Island and maintain the value of Jersey's heritage assets through agreements with their respective owners.
- Care for Jersey's cultural assets according to accepted museum standards taking account of the resources available resources defined in this agreement.
- Work with a range of stakeholders, including EDTSC and other Departments of the States of Jersey, Visit Jersey, organisations from the cultural sector and other bodies involved in cultural provision, within the Island and outside, to promote Jersey's cultural identity and a sense of belonging.

4 Obligations of Jersey Heritage during the term of the Agreement

Throughout the term of this agreement Jersey Heritage agrees to;

- Maintain sound corporate governance principles across all its activities, which must include a proper system of internal controls designed to safeguard its interests and assets.
- In accordance with Articles 48 and 49 of the Public Finance (Jersey) Law 2005 allow appropriate rights of access to parties including but not limited to the States Internal Auditors, EDTSC officers, the Comptroller and Auditor General, or any other nominated body) to audit the financial systems of Jersey Heritage and review how the Grants have been applied.
- Provide quarterly management reports within two months following the calendar quarter end.
- In accordance with Financial Direction 5.5 agree to provide audited, signed financial accounts within 6 months of the organisation's year end.
- In accordance with Financial Direction 5.5 provide a Grant Assurance Statement setting out how the previous annual grant was spent and the outcomes achieved in comparison with the original objectives of the grant.

- Provide further information or documentation in relation to its activities to EDTSC upon reasonable request within a reasonable time.
- Employ or engage sufficient staff professional or otherwise to ensure that the services are provided at all times and in all respects in accordance with the Agreement.
- Maintain the appropriate level of Public Liability Assurance.
- Maintain in a separate bank account monies designated as the Ancient Monuments Fund (See Appendix D). This Fund will receive a percentage (17%) of the admissions income derived from visitors to Mont Orgueil and Elizabeth Castles.

5. Obligations of EDTSC during the term of the Agreement

Throughout the term of this agreement EDTSC, as the Department charged with supporting the development of culture in Jersey and specifically with managing the relationship with Jersey Heritage, agrees:

- To establish the States heritage strategy and policy framework within which Jersey Heritage Trust will operate.
- To provide a nominated officer as the point of contact with the Department to ensure effective communication between the two bodies and ensure that consultation over policy, resources and other relevant matters is conducted in a timely manner.
- To maintain regular contact with Jersey Heritage to ensure that EDTSC and the Minister are appropriately advised in relation to Heritage policy matters.
- To provide information about Jersey Heritage Trust and relevant reports to the States.
- In accordance with Financial Direction 5.5, to ensure that signed Accounts will be available for publication by the Treasury in a report to the States.
- To make the Annual, R&R and Top up grant payments as agreed in Section 2. To meet with Jersey Heritage representatives on a quarterly basis to review progress against the objectives and performance measures agreed in the Annual Schedules.

6. Duration of the Agreement

This Agreement will commence on the date of signing and ends on 30th December 2019.

7. Grants

The Agreement provides the framework under which EDTSC can provide Annual, Top-Up and Refurbishment and Refreshment grants to Jersey Heritage as defined below:

Annual Grant

The purpose of the Annual Grant is to contribute towards the costs of enabling Jersey Heritage to meet its obligations, agreed role and performance measures defined and agreed by the signing of this agreement and specified annually in Schedule 2.

The Annual Grant agreed in the Annual Schedules will be paid in instalments in advance: the first payment of 40% by the 30th of January; the second payment of 10% on receipt of audited accounts and no later than the end of June; the remaining 50% by the end of June each year.

Top-Up Grants

The purpose of a Top-Up grant is to contribute towards specific one-off projects that require government funding. These projects are short-term projects and normally completed within the calendar year. Top-Up Grants are negotiated and agreed on a case-by-case basis and paid within 30 days of signing a Top-Up grant agreement.

Refurbishment and Refreshment Grant (R&R Grant)

Jersey Heritage will receive an R & R Grant to recognise the Trust's specific obligations, acknowledged in P.75/2010, in relation to refurbishing and refreshing the heritage sites for which it is responsible. See Appendix C (the 'Refurbishment and Refreshment Fund'). Jersey Heritage undertakes to provide a rolling five-year plan of refurbishment to EDTSC and an annual update which will be agreed by the Minister. Jersey Heritage will account for the fund separately.

The amount of Annual Grant will reflect the commitment made in MTFP and set out in the relevant schedule to this agreement. In the event that the States requires any variation by virtue of a subsequent reduction in funding or saving, this will be discussed and agreed within the third quarter of the year preceding payment of the annual grant and any adjustments to the level of service made accordingly.

The value of the Annual Grant and the R & R Grant will be recorded in the Annual Schedules in Section 2 of this agreement.

If the agreement is terminated all unspent and uncommitted Annual Grant, Top-Up and R & R grant monies must be repaid to EDTSC within 30 days of termination.

Payment of an Annual Grant and R & R Grant is conditional upon Jersey Heritage fulfilling its prior year obligations, performance measures and standards within the Agreement.

8. Non Compliance or Non performance

In the case of non-compliance with or non-performance of any of the clauses in this Agreement and Annual Schedules, either partner must notify the other partner in accordance with the Notices Clause.

9. Notification of Breach

Either partner must in writing, upon the occurrence of any fact, matter or circumstance which it believes may constitute a breach of this Agreement, notify the other partner as soon as is practical. Non-compliance or non-performance or otherwise gives the notifying partner the right to terminate this Agreement subject to the dispute resolution procedure below.

10. Termination for Breach

Either 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.

11. Dispute resolution procedures

Any grievances between the parties should in the first instance be aired at a meeting of the principal parties to the Agreement. Either party may call a meeting of the parties by service 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

12. 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.

13. 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, email or facsimile) within seventy two hours of posting.

14. Warranties and Indemnity

Jersey Heritage warrants with EDTSC that the obligations under this Agreement and services will be performed with due care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all circumstances. If any parts of the services are not performed in accordance with this Agreement then the Department shall be entitled to require Jersey Heritage promptly to improve the relevant services, without additional charges to the Department.

15. Compliance with Legislation

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

16 Whole Agreement

This Agreement including the Schedules hereto and the terms herein contain the whole funding Agreement between Jersey Heritage and the Economic Development, Tourism, Sport and Culture Department of the States of Jersey for the Annual and Top Up grants. EDTSC notes that Jersey Heritage has a number of other agreements with the States of Jersey relating to matters falling outside the scope of this agreement.

17 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.

18 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.

19. 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.

20. Survival of Terms

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

21. 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.

22. 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.

In no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

23. Intellectual Property Rights

In the event of Jersey Heritage ceasing to trade, EDTSC reserves the right to claim ownership or rights over Intellectual Property, either wholly or partially owned by Jersey Heritage, arising from the Grant. Any such claim must be made in writing within 6 months of the organisation ceasing to trade.

24. Purchase of Assets

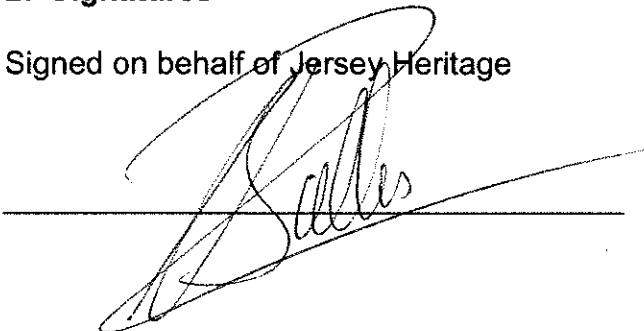
There is a general presumption that any assets disposed which were wholly or partially funded by the Grant the proceeds or an appropriate proportion of them, should be repaid to the Department.

25. Statutory & Regulatory Requirements

Both Parties to this agreement are required to comply with all relevant legislation, regulations, orders, guidelines and codes of practice, current and as amended.

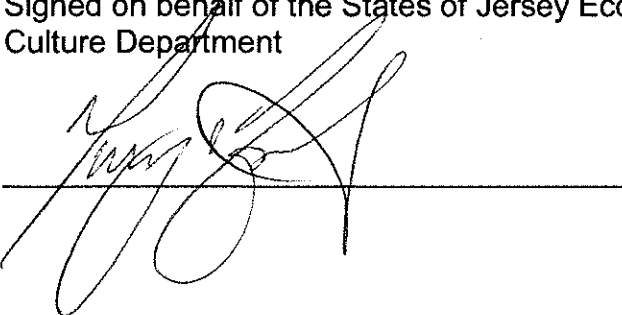
27 Signatures

Signed on behalf of Jersey Heritage



1st March 2016
Date

Signed on behalf of the States of Jersey Economic Development, Tourism, Sport and Culture Department



1st March 2016
Date

Section 2 PARTNERSHIP AGREEMENT

Signed on

Between The States of Jersey - Economic Development, Tourism, Sport and Culture Department

and

Jersey Heritage

Section 2, to be signed initially for a one-year period and subsequently for the remaining three-year period of the States MTFP (2017-2019), establishes the amount of Annual, R&R or Top Up Grant, any specific conditions attached to the grant and criteria for measurement of whether the grant's conditions have been fulfilled. This section is presented as Schedules and form part of the Agreement.

Annual Schedule for 2016

2016 Schedule 1: key objectives, priorities & description of services

Taking account of the level resources available to Jersey Heritage from the States and from the income which it generates defined in this agreement, it will address the following objectives:

Cultural: engagement with the community, resident and visiting, to participate in Island heritage and share in a common understanding of our cultural heritage.

- Provide public access to Visitor Sites accordingly to the attached schedule. (See Appendix A)
- Provide public access to the Historic Monument sites accordingly to the attached schedule. (See Appendix B)
- Provide public access to the collections in the management of Jersey Heritage
- Ensure that the sites are operated to appropriate professional standards.
- Maximise public visits to sites for which the Trust is responsible.

Economic: the promotion of heritage to attract visitors, secure positive coverage in the promotion of Jersey and maintain the value of our heritage assets through agreements with their respective owners.

- Maximise visits to Visitor Sites and Historic Monuments sites by visitors to Jersey.
- Maximise staying visits in Heritage Lets properties

- Promote positive perception of heritage by visitors.
- Secure positive media coverage for the Trust's work
- Make available advice and resources for the promotion of the Island.
- Preserve the sites and collections to ensure their continued value and long-term future

Environmental: to care for historic properties and, where possible, to bring such properties into sustainable public use.

- Maintain current data on Historic Buildings Register
- Manage to agreed conservation standards Historic Monuments as per attached schedule
- Maintain data on public value of historic environment.

Social: promote heritage to students within formal education, support internships and community roles, work with other voluntary organisations in the cultural sphere to increase inclusion.

- Maximise visits by students in full-time education to Visitor Sites and Historic Monuments
- Maximise student visits outside the school day
- Maximise lifelong learning through research visits
- Maximise access for low participating groups
- Maximise participation of volunteers
- Maximise engagement through membership
- Create of internships and community roles

2016 Schedule 2: Key performance indicators

INDICATOR	2015 forecast (baseline)	2016 target
Visitor sites opening	JA 161 EC 222 MO 294 JM 292 MM 239 LHB 222 HMP 107 1537 days	JA 162 EC 222 MO 294 JM 301 MM 268 LHB 228 HMP 107 1582 days
Access to Historic Monuments	Open Days at Forts and Towers sites: 13 days Open access sites: 365 days	Forts and Towers: 14 days Open access sites: 1460 days
Sites accredited	7/7	7/7
Collections online	368,472	410,000
Visitor site footfall	187,914	189,527
Tourist visits to	136,860	138,010

Visitor Sites		
Resident visits to Visitor Sites	51,054 (50%)	51,517 (50%)
Archive and collection users	In person: 3,140 visits Online: 89,725 visits Distance: 3,883 enquiries	In person: 3,200 visits Online: 100,000 visits Distance: 4,000 enquiries
Historic Monument visits	Not collected	Baseline
Heritage Lets guests	3,500	3,250
Perceived value heritage tourism	Yes, definitely 69% Yes, probably 30% Probably not 1%	Yes, definitely 69% Yes, probably 30% Probably not 1%
International media coverage	Not collected	Baseline
Diplomatic use of JH resources	Not collected	Baseline
Ancient Monuments in care	22	26
Public Value research		
School visits	5000	3500
Student visits outside school	15000	17000
Lifelong learning interactions	2500	2500
Attendance low participating groups	n/a	1000
Number of volunteers hours	15,000	13,000
Memberships	10,100	11,000
Community roles	10	10

INDICATOR	INTERPRETATION
CULTURAL VALUE	
Visitor sites opening	Total number days sites open.
Access to Historic Monuments	Controlled access are heritage lets sites (e.g. public open days at La Rocco). Open access are managed landscape sites (e.g. Grosnez).
Sites accredited	Includes current ACE Museums Accreditation (which incorporated Visit Britain VAQAS and IIP) and National Archives Standard.
Collections online	Total number records on Archives and Collections Online site
ECONOMIC VALUE	
Visitor site footfall	Total number visits in person during hours, incl. tourist,

	resident, free entries, groups (excl. schools)
Tourist visits to Visitor Sites	Total tourist visits to sites as UK & Overseas / % total SLV
Resident visits to sites	Total resident visits / % population
Archive users	Totals In person / Online / Distance users
Historic Monument visits	% Resident and Tourism visits indicated through sites and exit survey
Heritage Lets guests	Total occupants
Perceived value heritage tourism Exit Survey question "Did learning about Jersey's history and heritage enhance the enjoyment of your stay in Jersey?"	% tourists surveyed valuing heritage in Island experience
International media coverage	Schedule of off-island media cuts in period
Diplomatic use of JH resources	Schedule of States ER/CMD visits etc in period
ENVIRONMENTAL VALUE	
Historic Environment Records	
Historic Monuments in care	Total number Historic Monuments under management
Public Value research	Schedule surveys and reports undertaken in period
SOCIAL VALUE	
Total resident school visits	Total students visiting in formal groups
Total resident student visits outside school	Total resident student age visitors visiting outside school
Lifelong learning interactions	Total adult and senior contact at designated learning event (e.g. WYSS, Reminiscence workshops)
Attendance low participating groups	Total contact numbers for designated low participating groups
Volunteers hours	Total hours given across organisation
Memberships	Total number current memberships
Community roles	Total funded jobs including internships and placements, community jobs fund (e.g. giving career development opportunities)

2016 Schedule 3: Annual Grants

The Annual Grant agreed for 2016 is £2,416,000 and paid in three instalments.

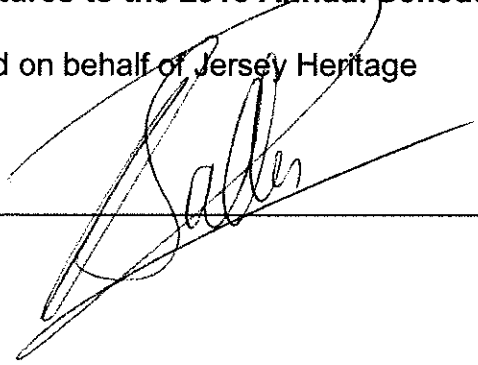
- 1) 40% before 30th January 2016
- 2) 10% on receipt of signed 2015 Audited Accounts
- 3) 50% before the end of June 2016

The R & R grant agreed for 2016 is £386,000 and paid in instalments

- 1) 40% before 30th January 2016
- 2) 10% on receipt of signed 2015 Audited Accounts
- 3) 50% before the end of June 2016

Signatures to the 2016 Annual Schedule

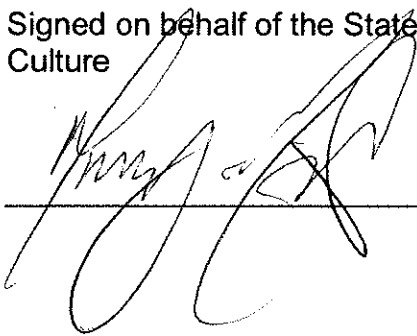
Signed on behalf of Jersey Heritage



1st March 2016

Date

Signed on behalf of the States of Jersey Economic Development, Tourism, Sport and Culture



1st March 2016

Date

APPENDIX A – Dates of opening

The visitor sites are: Jersey Museum (and No.9 Pier Road), Maritime Museum, Hamptonne, Elizabeth Castle, Mont Orgueil Castle, La Hougue Bie and the Jersey Archive.

The Sir Francis Cook Gallery is used for community purposes.

Jersey Archive

Tuesday, Wednesday & Thursday

9am - 1pm & 2pm - 5pm

Thursday late night

until 7pm

(Last Thursday of the month)

Saturday early morning

9am - 1pm

(Third Saturday of the month)

CLOSED

6, 7 & 8 December 2016

(For stocktaking)

23 December 2016 to 3 January 2016

Elizabeth Castle

1 January to 22 March – Closed

23 March to 30 October- Daily - 10am to 5.30pm

31 October to 31 December – closed

Mont Orgueil

2 January to 11 February - every Saturday and Sunday - 10am to 4pm

12 February to 10 March - Every Friday, Saturday, Sunday and Monday - 10am to 4pm

11 March to 30 October - Daily - 10am to 6pm

31 October to 19 December - Every Friday, Saturday, Sunday - 10am to 4pm

20 December to 30 December - Daily - 10am to 4pm

Closed:

Friday 1 January 2016

Saturday 24 December 2016

Sunday 25 December 2016

Monday 26 December 2016

Saturday 31 December 2016

Sunday 1 January 2017

Jersey Museum

2 January to 28 February – every Saturday – 10 am to 4 pm

29 February to 19 March – Monday to Saturday – 9 am to 5 pm Closed Sunday

20 March to 01 October - Monday to Saturday - 08:30am to 5pm, Sunday 10am to 5pm

2 October to 30 October - Monday to Saturday - 9am to 5pm, Sunday 10am to 5pm

31 October to 30 December - Monday to Saturday - 9am to 5pm, Sunday 10am to 4pm

Closed:

Friday 1 January 2016

Saturday 24 December 2016

Sunday 25 December 2016

Monday 26 December 2016

Saturday 31 December 2016

Sunday 1 January 2017

Maritime Museum

3 January to 22 March - Every Sunday - 10am to 4pm

23 March to 30 October - Daily - 10am to 5pm

31 October to 18 December - Every Sunday - 10am to 4pm

19 December to 30 December - Daily - 10am to 4pm

February half-term opening 14 February to 21 February - 10am to 4pm

Closed:

Friday 1 January 2016

Saturday 2 January 2016

Saturday 24 December 2016

Monday 25 December 2016

Saturday 31 December 2016

Sunday 1 January 2017

La Hougue Bie

1 January to 13 February - closed

14 February to 22 March - Every Sunday - 10am to 4pm

23 March to 30 October - Daily - 10am to 5pm

Closed: 31 October to 31 December

Hamptonne

1 January to 30 April - closed

1 May to 27 May - Open for pre-booked groups only

28 May to 11 September - Daily - 10am to 5pm

12 September to 30 October - Open for pre-booked groups only

Open for La Faï's'sie d'Citre Saturday 8 October 10am to 7pm and

Sunday 9 October 10am to 5pm

Closed: 31 October to 31 December

APPENDIX B

The Historic Monuments sites comprise the following Forts and Towers sites: The Radio Tower, Corbière; Barge Aground; La Crête Fort; Fort Leicester; Elizabeth Castle Apartment; L'Etacquerel Fort; Lewis's Tower; Seymour Tower; Archirondel Tower; La Tour Carrée; La Rocco Tower; Kempt Tower; Fisherman's Cottage; Hamptonne Apartments.

And the following open access sites: Les Hurets Guardhouse, Plémont guardhouse; La Rosière crushing shed and battery; Grosnez Castle.

APPENDIX C

REFURBISHMENT AND REFRESHMENT FUND

The States of Jersey, through P.75/2010, recognised that Jersey Heritage will from time to time need to purchase or replace *capital* items which are not material enough to warrant a separate bid through the States capital allocation process. This principle applies irrespective of whether the sites are owned by the States of Jersey or whether they are owned by non-profit heritage organisations for the benefit of the general public and operated by the Trust under agreement. The sites concerned are those set out in the table of opening times in Appendix A.

It should be emphasised that the fund is *not* intended to cover large-scale capital projects for which the Trust will make application to the Department for Economic Development, Tourism, Sport and Culture and which will be advanced, assuming the Department's approval and the support of the Treasury and Resources Department, through the States Capital Expenditure programme.

Process

Jersey Heritage will include in its annual business plan a five-year rolling programme of refreshment/refurbishment and capital replacement. The Department, as part of annual process of receiving and reviewing the annual business plan will also consider the proposed scheme of works advanced by the Trust. The Minister will formally approve the use of the refurbishment and refreshment fund which will be held by the Trust and accounted for separately to EDTSC in accordance with the approved scheme of works.

Criteria

The refurbishment and refreshment fund can be applied to projects which:

- Replace assets at, or otherwise improve, sites for which the Trust is operationally responsible (see Appendix A, excluding the Jersey Archive and the Francis Cook Gallery) and/or which will encourage public access to those sites in ways which are consistent with the purposes for which the Trust was established.
- Will not entail any additional ongoing cost unless it is supported within the business case demonstrating that a new, or expanded, income stream will generate income necessary to sustain it.

- Take account of the lifetime of any assets purchased and the future need to upgrade or replace those assets in the context of the funding available to the Trust for this purpose.

APPENDIX D

The Ancient Monuments Fund

The Ancient Monuments Fund ('AMF') is defined in the usufruct agreement between the States of Jersey and the Jersey Heritage Trust (p218/1996). It is to be used for the maintenance of Mont Orgueil and Elizabeth Castles.

Under clause 4.05 of the agreement the Trust shall agree with the Minister for Economic Development, Tourism, Sport and Culture (the Minister having inherited the original obligation falling to the Finance and Economics Committee) the percentage of the Admissions Income which shall be paid into the fund.

The Minister agrees at the commencement of this agreement that the percentage of Admissions Income shall be 17%. This figure is calculated on the admission price to Mont Orgueil Castle and to Elizabeth Castle, the latter figure including the cost of amphibious vehicle transport to the castle. The consent of the Minister is required for any variation of the percentage figure, or any variation of the basis upon which that figure is calculated, as defined in this Appendix.