

**WRITTEN QUESTION TO THE MINISTER FOR EDUCATION, SPORT AND CULTURE
BY DEPUTY S.S.P.A. POWER OF ST. BRELADE**

ANSWER TO BE TABLED ON TUESDAY 12th SEPTEMBER 2006

Question

Would the Minister provide members with full details of any restrictive covenant that has been placed in the contract for the operation of the AquaSplash pool complex and which prevents the operation and/or the re-opening of the Fort Regent Pool and would he also confirm any details relating to the construction of any other large pool within a 3 km distance of the AquaSplash pool complex?

Answer

The agreement dated 23rd August 2001, between the Waterfront Enterprise Board Limited and SERCO Limited includes several general obligations on behalf of the States of Jersey. The relevant clauses affecting operation of swimming pools or reopening of Fort Regent Swimming Pool are as follows -

'Within the first six months of the Contract Period, time being of the essence, the Authority shall take steps to ensure the complete closure of the public swimming pool at Fort Regent, St Helier, Jersey and shall ensure that subject to proviso hereinafter contained the same shall not subsequently be re-opened during the contract period (20 years) PROVIDED that if the said public swimming pool at Fort Regent shall close prior to the expiration of the said six months it shall be permitted to re-open for any period during such six months (but not thereafter) where the Leisure Pool Unit is unable to operate by reason of -

- a) mechanical, electrical or other technical failure, or*
- b) public health or safety reasons;*

but shall be closed upon the commencement or re-commencement of the operation of the Leisure Pool Unit.

During the Contract Period the Authority shall not and shall ensure that the States of Jersey shall not within the area outlined on the map maintain or establish or fund in whole or in part, directly or indirectly, the maintenance or establishment of a public swimming pool.

For the purpose of the previous clause a public swimming pool shall mean an indoor swimming pool to which the public at large may have access from time to time without charge or upon the payment of a charge either by way of a one off payment or regular subscription or otherwise for the purposes of recreational swimming but for the avoidance of doubt –

the use of a swimming pool in the ownership of the States of Jersey and forming part of a school or other educational establishment by pupils of that or another school or educational establishment (or staff or other persons connected therewith) in connection with the education of such pupils at the school or educational establishment in question shall not deem such a pool a public swimming pool and

the use of such swimming pool forming part of a school or other educational establishment for organised swimming training (whether or not a charge is levied for such use) by a bona fide swimming club shall not deem such a pool a public swimming pool.'

