



Jersey

# **ELECTRICITY (JERSEY) LAW 1937**

## **Official Consolidated Version**

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Jersey

## ELECTRICITY (JERSEY) LAW 1937

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Jersey

## **ELECTRICITY (JERSEY) LAW 1937<sup>1</sup>**

**LOI** accordant certains Pouvoirs, Droits, Privilèges et Obligations à la Société dite: The Jersey Electricity Company Limited

Commencement [[see endnotes](#)]

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### *Definition*

#### **1 Interpretation<sup>2</sup>**

In this Law –

“Company” means Jersey Electricity PLC, formerly The Jersey Electricity Company Limited, registered by Act of the Royal Court dated 5th April 1924 in accordance with the provisions of the Laws governing Limited Liability Companies (1861 to 1922);

“Regulations” means the Electricity Safety, Quality and Continuity Regulations 2002 (S.I. 2002/2665) of the United Kingdom as for the time being in force.

### *Powers*

#### **A2 Relationship with other enactments<sup>3</sup>**

Nothing in or done under this Law shall relieve the Company from an obligation to obtain any permit, consent, permission or authorization required under the [Road Works and Events \(Jersey\) Law 2016](#) or any other enactment.

#### **2 Power to open and make use of roads**

Subject to the provisions of this Law the Company shall at all reasonable times have the right to break up and make use of the public roads, streets and lanes of Jersey, for the development, maintenance and exploitation of an electricity supply for all purposes, whether public or private:

Provided that all electric lines, works, apparatus, sub-stations, and general distributing system of the Company, which shall have been laid down or placed by the Company, in, along, over, or under any public roads, streets, lanes and public places of Jersey, prior to the confirmation of the present Law, shall be deemed to have been laid down or placed in pursuance of and in accordance with the provisions of this Law.<sup>4</sup>

### **3 Opening of roads**

The Company may take up paving and dig trenches in the public roads, streets and lanes of Jersey. They may open all drains and gutters under or upon such public roads, streets and lanes, and may place and maintain in good condition underneath the said public roads, streets and lanes, such cables, mains, conduits or pipes, junction and other boxes, as they may from time to time deem necessary and expedient for the carrying on of their undertaking: Provided always that no permanent damage be caused to any pipes, sewers or gutters which may already exist in the said public roads.<sup>5</sup>

### **4 Repair of underground mains**

The Company shall have the power at all reasonable times to repair, replace, modify, or remove the said cables, mains, conduits or pipes, junction and other boxes.<sup>6</sup>

5 <sup>7</sup>

### **6 Mains and lines to conform with Regulations<sup>8</sup>**

All mains and transmission lines shall be laid in compliance with the Regulations.

7 <sup>9</sup>

### **8 Overhead lines**

The Company shall also have the right to erect poles, suspended lamps, pillars, lamp posts and other appliances upon the public roads, streets or lanes, and to carry overhead lines and other appliances necessary for the carrying on of its undertaking over and along the public roads, provided that such overhead lines and appliances comply with the Regulations.

The Company may permit overhead lines (other than lines necessary for the carrying on of its undertaking) to be attached to any poles or pillars so erected:

Provided that no such line shall be so attached except with the consent of the Connétable of the parish, or, in the case of a line to be attached to a pole or pillar erected on a roadway under the control of the States, with the consent of the Minister for Infrastructure, and that, in relation to any such line, the Company shall comply with such requirements for securing the safety of the public as the said Minister may think fit to impose.

The Company may place against or attach to any house, building or wall lawfully indicated to it by the Connétable of the parish, any street lamps or other appliances for public lighting; and this without the necessity of obtaining the consent of the proprietor of the said house, building or wall.

Nevertheless, so far as concerns –

- (1) the Town of St. Helier and the urban districts of the parishes of St. Helier, St. Saviour and St. Clement;
- (2) the town of St. Aubin in the parish of St. Brelade;
- (3) the Village of Beaumont in the parishes of St. Peter and of St. Brelade;
- (4) the Village of Millbrook in the parish of St. Lawrence; and
- (5) the Village of Gorey in the parishes of Grouville and St. Martin,

the Company shall distribute electrical energy by underground system, provided that in exceptional circumstances and subject to the permission of the Connétable of the parish and the said Minister having been previously obtained, the Company may carry an overhead line over any public road or public property for the purpose of giving a supply of electrical energy to any property situated in the above mentioned reserved districts.<sup>10</sup>

## 9 Wayleaves procedure

When it is proposed to carry an overhead line over or along a public road, street or lane, the Company shall observe the following procedure –

- (1) the position of each pole, pillar or other appliance shall be agreed upon in consultation with the Connétable and the Roads Committee of the parish concerned, or, in the case of a roadway under the control of the States, with the Minister for Infrastructure or an official designated by the Minister. The owners of the land whereon it is intended to erect any such pillar, pole or other appliance shall be notified in writing by the Company of the intention so to do;
- (2) the Company shall prepare a plan of the route of the proposed line, showing thereon –
  - (a) the agreed position of each pole, pillar or other appliance; and
  - (b) the name of the owner of the land upon which such pole, pillar or other appliance is situate or which immediately adjoins such pole, pillar or other appliance;
- (3) the Company shall deposit such plan with the Greffier of the States;
- (4) the Company shall publish at least twice in the local Press, notice of its intention to erect the said line. The said notice shall call upon owners of land designated in paragraph 2(b) to state their objections, if any, to the location of any pole, pillar or other appliance situate upon or immediately adjoining their respective lands, within 10 days of the publication of the latter of the above mentioned notices. All such objections shall be delivered by the owners of the land to the Greffier Judiciaire in writing.

Should no such objections be received, the interested parties shall be deemed to have given their consent and the Company may proceed with the erection of the proposed line.

Should any objections be received, the Company shall endeavour to meet the views of the objectors, and, failing agreement, the question at issue shall be referred by means of a “representation” by the party aggrieved, for decision to the Inferior Number of the Royal Court, in term or in vacation, and the Court shall have power to authorize the placing of any pole, pillar or other appliance, in spite of such objection, and no appeal shall lie from such decision of the Royal Court.<sup>11</sup>

## **10 Tree lopping**

When the route of an overhead line is finally settled in accordance with the procedure laid down in Article 9, the Company shall have the right at all times to lop the branches of any trees overhanging the line, but to such an extent only as may be necessary to enable it to ensure public safety and the satisfactory working of the line.

## **11 Wayleaves on private property**

The Company may place any electric line below ground across any land, and above ground across any land other than land covered by buildings or used as a garden or pleasure ground, and where any line has been so placed across any land the Company or its employees may enter on the land for the purpose of repairing or altering the line:

Provided that before placing any such line across any land the Company shall serve on the owner and occupier of the land for the time being, notice of its intention, together with a description of the nature and position of the lines proposed to be so placed; and if within 21 days after the service of the notice, the owner and occupier fail to reply to such notice, consent shall be deemed to have been given. Should the owner and occupier attach to their consent any terms or conditions or stipulations to which the Company objects and the parties fail to agree, the question at issue shall be referred to the Inferior Number of the Royal Court in the manner prescribed in the last paragraph of Article 7, and in deciding whether to give or withhold its authorization, or to impose any terms or conditions or stipulations (including the carrying of any portion of the line underground) the Court shall, among other considerations, have regard to the effect, if any, on the amenities or value of the land of the placing of the line in the manner proposed.

## **12 Wayleaves on arable land**

Nevertheless, no pole, pillar, stay or other structure above ground level shall be placed or erected upon the arable portion of any land without the explicit consent of the then owner of the said land. Such consent shall be in the form required by the law of Jersey, and shall be granted for a period of not less than 9 years certain and thereafter shall continue in force until determined by 6 months' notice on either side. During the continuance of any such consent, the owner or occupier for the time being shall not be entitled to insist upon the removal of any poles, pillars, cables, overhead lines or other appliances, except for exceptional and unforeseen reasons; and if any dispute shall arise as to what constitutes exceptional and unforeseen reasons, the matter may be referred by either party to the Inferior Number of the Royal Court, by means of a "representation," in term or in vacation, for decision, and such decision shall be final and not subject to any appeal. The owner of the land upon which poles, pillars and other appliances are erected, shall be entitled to the rentals set forth in Schedule 3.

## **13 Protection from interference of telecommunication systems<sup>12</sup>**

The Company shall take all reasonable precautions for securing that any installation, alteration or change in the mode of operation of any electric line, plant or apparatus does not interfere with the operation of any telecommunication system run under a licence under the [Telecommunications \(Jersey\) Law 2002](#).

**14 Protection of public<sup>13</sup>**

For the protection of the general public, all plant and apparatus and the installation thereof shall conform to the Regulations. Should the necessity arise, the States or the Minister for Sustainable Economic Development may, at their own expense, cause an examination to be made of the whole of the Company's installation by a competent Inspector for the purpose of ascertaining if the provisions of this Article have been complied with. If any infractions of the Regulations are found by the said Inspector to exist, the same shall be remedied by the Company at its own expense, on the order of the States or on the order of the above mentioned Minister, and, in such event, the costs of the examination shall be refunded by the Company to the States.

**15 Street improvements**

- (1) Should the competent Authorities decide upon any works of widening, improving or modifying any of the public roads, streets or lanes in which the Company shall have placed distributing lines or other apparatus, the Company shall, within the course of a month of receiving a requisition from the said Authorities informing it of the said widening, improvement or modification, take the necessary measures to modify, as may be necessary, its cables, lines or other appliances, and in so doing the Company shall conform to the directions of the said Authorities. The cost of such work shall be borne by the Company.<sup>14</sup>
- (2) In paragraph (1) "competent Authorities" refers to any highway authority responsible for a public road, street or lane in which the works referred to in paragraph (1) are to take place.<sup>15</sup>

**16** <sup>16</sup>**17 Declared voltage**

The Company shall in respect of each consumer declare the constant voltage at which the supply shall be delivered to the consumer's terminals. Such declared voltage shall not be departed from to any greater extent than is permitted by the variations allowed in the Regulations.<sup>17</sup>

**18 Supply compulsory**

The Company shall, upon being required so to do by the Owner or Occupier of any premises situate within 50 yards from any distributing mains of the Company in which it is for the time being required to maintain or is maintaining a supply of energy for the purpose of general supply to private consumers, give and continue to give a supply of energy to those premises and it shall furnish and lay any electric lines which may be necessary for the purpose of supplying the maximum power with which any such Owner or Occupier is entitled to be supplied, subject to the conditions in Article 19.

**19 Cost of supply line**

The cost of so much of any electric line for the supply of energy to any Owner or Occupier as may be laid upon the property of that Owner or upon the property in the possession of



that Occupier, and of so much of any such electric lines as it may be necessary to lay for a greater distance than 60 feet from any distributing main of the Company although not on that property, shall, if the Company so required, be defrayed by that Owner or Occupier.

Every Owner or Occupier of premises requiring supply of energy shall –

#### Notice of supply

- (a) Serve a notice upon the Company specifying the premises in respect of which the supply is required and the maximum power required to be supplied and the day (not being an earlier day than a reasonable time after the date of the service of the notice) upon which the supply is required to commence, and

#### Guarantee of consumption

- (b) If required by the Company, enter into a written contract with them to receive and pay for a supply of energy, for a period of at least 2 years, of such an amount that the payment to be made for the supply, at the rate of charge for the time being charged by the Company for a supply of energy to ordinary consumers within the area of supply, shall not be less than 20% per annum on the outlay incurred by the Company in providing any electric lines required under this Article to be provided by it for the purpose of such supply, and, if required by the Company, give security for the payment to it of all moneys which may be due to it from the Owner or Occupier in respect of any electric lines to be furnished by the Company and in respect of energy to be supplied by it: Provided always that the Company may, after it has given a supply of energy in respect of any premises, by notice in writing, require the Owner or Occupier of those premises, within 7 days after the date of the service of the notice, to give to it security for the payment of all moneys which may become due to it in respect of the supply of energy, in case the Owner or Occupier has not already given that security, or, in case any security given has become invalid or insufficient, and in case any such Owner or Occupier fails to comply with the terms of the notice, the Company may, if it thinks fit, discontinue to supply energy to the premises so long as the failure continues.

#### Prepayment meter

Alternatively, in default of such security, the Company may, at its discretion, install prepayment meters upon the premises of any consumer, in which case the Company shall at each collection from such prepayment meters make such cash adjustment as may be necessary to reduce the price of energy to the prevailing tariff reduced by any scale of discount in operation for the time being:

#### Appliances to be approved

Provided also that if the Owner or Occupier of any such premises as aforesaid uses any form of lamp or appliance or uses the energy supplied to the Owner or Occupier by the Company for any purpose, or deals with it in any manner so as to interfere unduly or improperly with the efficient supply of energy to any other body or person by the Company or in any other manner detrimental to the interests of the Company, the Company may, if it thinks fit, discontinue the supply of energy to those premises so long as the lamp or appliance is so used, or the energy is so used or dealt with:

#### Installation to be satisfactory

Provided also that the Company shall not be compelled to give a supply of energy to any premises unless it is reasonably satisfied that the electric lines, fittings and apparatus therein are in good order and condition and not calculated to affect injuriously the use of energy by the Company or by other persons.

#### Arbitration under this Article

If any difference arises under this section as to what constitutes a reasonable time under paragraph (a) of this Article, or as to any improper use of energy or as to any alleged defect in any electric lines, fittings or apparatus that difference shall be determined by arbitration as provided by Article 33.

## 20 Maximum supply

The maximum power with which any consumer shall be entitled to be supplied shall be of such amount as the consumer may require to be supplied with not exceeding what may reasonably be anticipated as the maximum consumption on the consumer's premises, provided that where any consumer has required the Company to supply the consumer with a maximum power of any specified amount, the consumer shall not be entitled to alter that maximum except upon one month's notice to the Company, and any expenses reasonably incurred by the Company in respect of the service lines by which the energy is supplied to the premises of that Consumer, or in respect of any fittings or apparatus of the Company upon those premises, consequent upon the alteration, shall be paid by the consumer to the Company and may be recovered as a civil debt. If any difference arises between any such Owner or Occupier and the Company as to what may reasonably be anticipated as the consumption on the Owner or Occupier's premises, or as to the reasonableness of any expenses under this Article, that difference shall be determined by arbitration as provided by Article 33.

## 21 Penalty for default in supply

Whenever the Company makes default in supplying energy to any Owner or Occupier of premises to whom it may be and is required to supply energy it shall be liable in respect of each default to a penalty not exceeding £2 for each day on which the default occurs, provided that the penalty to be inflicted on the Company under this Article shall in no case exceed in the aggregate, in respect of any of the defaults (not being wilful defaults) on the part of the Company, the sum of £50 for any one day, and provided also that in no case shall any penalty be inflicted in respect of any default if the Royal Court is of the opinion that the default was caused by unavoidable accident or by *force majeure*, or was of so slight or unimportant a character as not materially to affect the value of the supply.

## 22 Power of states in connection with electricity tariffs<sup>18</sup>

- (1) Where it appears to the States to be necessary so to do in the public interest, the States may by Regulations –
  - (a) determine the tariffs to be made by the Company in respect of electricity which it supplies; and
  - (b) specify the manner in which the tariffs are to be assessed and make provisions incidental thereto:

Provided that any Regulations made under this Article, unless previously renewed by the States, shall lapse after 12 months from the date on which they come into force.

- (2) In determining the tariffs, the States shall have regard to the following or any other relevant matters –
- (a) the present needs of the Company and the future expansion of services provided by the Company;
  - (b) the ability of the Company so long as its undertaking is managed efficiently to pay –
    - (i) interest on and reimbursement of any debentures, loans or other borrowing of the company,
    - (ii) a dividend on the preference shares issued by it at the rate fixed under the terms of issue of such shares, and
    - (iii) a reasonable dividend on the ordinary shares issued by it;
  - (c) any capital expenditure which the Company may reasonably be expected to incur during the next 5 years and the desirability of the Company's charging such expenditure, or any part thereof, to revenue;
  - (d) the ability of the Company to pay all proper expenses of and connected with the working, management and maintenance of the Company;
  - (e) the provision of any contributions, whether set apart out of revenue or otherwise, which the Company may lawfully carry to a reserve, contingency or amortization fund;
  - (f) the ability of the Company to make good depreciation, whether or not provision therefor is made by a reserve or contingency fund; and
  - (g) the ability of the Company to meet all other costs, charges and expenses, if any, properly chargeable to revenue.

## **23 Unit**

The expression "unit" means the electricity contained in a current of 1,000 amperes flowing under an electromotive force of one volt during one hour.

## **24 Public lighting**

The charges for supplies in respect of public lighting requirements, i.e. the lighting of roads, streets, public places and buildings, being the property of the States or Parishes shall be such as may be agreed between the Company and the Authority concerned, provided always that the charge per unit shall be less to the extent of at least 20% below the ordinary flat rate charged for lighting purposes for the time being.

## **25 Supply by meter**

Subject to the provisions of any Regulations made under Article 22, and except where otherwise provided by this Law, the electrical energy furnished by the Company to each consumer shall be measured by a meter or meters. The Inspector or Agent of the Company may at all reasonable times enter such consumer's premises for the purposes of reading,

removing, testing, replacing or examining the meter, and of making such repairs thereto as may be necessary.<sup>19</sup>

## **26 Meters: verification<sup>20</sup>**

In the event of any difficulty arising as to the accuracy of the meter or meters fixed upon the premises of consumers, the Minister for Sustainable Economic Development shall have the right of naming an Inspector to verify the said meter or meters; the cost of such inspection shall be chargeable to the party found in default.

## **27 Meters**

The meters referred to in Article 25 may be purchased at current prices from the Company by the owner or occupier of the premises, but shall remain the property of the Company until the whole of the purchase price has been paid. If the consumer does not purchase the meter, it may be rented to the consumer by the Company and the hire shall be recoverable in the same manner as the cost of electricity supplied. Purchased meters shall be kept in good order and condition at the expense of the owner thereof.

Meters rented to private persons in virtue of this Article shall not be liable to arrest by a proprietor as security for rent nor in virtue of any arrest on the goods of the person in whose possession they may be, provided that the said meters bear indications proving that they are the property of the said Company.

## **28 Cutting off of supply**

If on presentation of an account due for electricity supplied a consumer fails to pay such account on demand, the Company may cut off the supply to such consumer until such time as the full amount due is paid, and this without prejudice to the rights of the Company to recover such amount due by ordinary process. Provided always however that the right to exercise the power hereinbefore mentioned shall not be exercised in any case where there is between the Company and the consumer a bona fide dispute in relation to the account in question, until such time as the dispute has been determined by the judgment of the competent Court or otherwise.

## **29 States right of purchase**

The powers and rights granted by this Law are subject to the following conditions –

- (1) The States reserve the right, after having given 12 months previous notice in writing to that effect, of purchasing the undertaking of the Company after the expiration of 42 years from the date of the promulgation of this Law, or at the expiration of each period of 10 years thereafter. Should the States exercise the above mentioned right, the price which they will be called upon to pay shall be determined in accordance with the following provisions –

Price of purchase

- (a) The States shall pay to the Company in respect of such of the lands, buildings, works, machinery, plant, mains, apparatus, appliances and other like property as form part of the undertaking, a sum equal to the amount expended in providing such assets as shown by the books and records relating thereto, less

the amount standing to the credit of the Depreciation Account and of the Special Reserve Fund, but without any addition in respect of compulsory purchase or goodwill or of any profits which may or might have been or be made from the undertaking or of any similar consideration.

#### Stock in trade

- (b) The States shall also pay to the Company the value of the Stock-in-Trade and Stores as they stand at the date of transfer.

#### Arbitration

- (c) In the case of any difference arising under paragraph (1) of the present Article the matter shall be determined by a Board of Arbitration consisting of 3 persons, of whom one shall be named by the States, one by the Company and one by the President of the Institute of Electrical Engineers in England, and such Board of Arbitration may fix the date from which such purchase is to take effect.
- (d) On or before the date so fixed, or on or before such other date as may be agreed upon between the States and the Company, all lands, buildings, works, materials and plant so purchased as aforesaid shall be transferred in due form of law by the Company to the States and as and from such date the powers of the Company in relation to the supply of electricity under the present Law shall absolutely cease and determine, and shall vest in the States.

#### No increase of capital after notice of purchase

- (2) The Company shall not without the consent of the States, which consent shall not be refused without valid reasons, incur any capital expenditure in connection with the said undertaking after it has received notice from the States of their intention of exercising their right of purchase.

#### Insolvency and liquidation

- (3) If, in virtue of a resolution of the Company or of an Order of the Royal Court, a resolution be adopted or an Order be made to liquidate the affairs of the Company on account of its insolvency, or if the Company makes default in fulfilling its obligations under the present Law, the States shall, without the giving of any notice or the expiration of any period of time, have the option of acquiring the undertaking upon the conditions laid down by sub-paragraphs (1)(a) and (b).

### **30 Harbours contract<sup>21</sup>**

The terms and conditions upon which the Minister for Sustainable Economic Development is entitled to be supplied by the Company with electric current, and the terms and conditions upon which the Company is entitled to occupy, as a tenant, certain property owned by the States of Jersey and administered by that Minister are set out in Schedule 2 to this present Law.

**31** <sup>22</sup>

**32 Power to deal in appliances**

The Company shall be entitled to sell, hire, fix, repair, remove and manufacture motors, appliances, meters, heaters and generally all such apparatus and wiring as may be required for the utilization of electrical energy for motors, heating, lighting, ventilation and cooking, and to supply the materials and labour necessary for these purposes.

The appliances rented to private persons in virtue of this Article shall not be liable to arrest by a proprietor as security for rent, nor in virtue of any arrest on the goods of the person in whose possession they may be, provided that the said appliances bear indications proving that they are the property of the said Company.

**33 Arbitration**

Where, under any part of this Law except under Article 29(1), any question or dispute arises as to whether the Regulations have been complied with which ought to be referred to arbitration under the provisions of this Law, then, unless other provision is made by this Law, such question or dispute shall be referred for determination to an arbitrator or arbitrators agreed upon between the parties between whom the question or dispute has arisen, or, failing agreement as to the arbitrator or arbitrators or as to their powers, to an arbitrator or arbitrators appointed by the Royal Court, on the application of either party, and such reference to an arbitrator or arbitrators shall be a condition precedent to the institution of any action by either of the parties to any such dispute.<sup>23</sup>

**34 Compulsory area**

The area, to be known as the Compulsory Area, in which the Company shall be bound to supply electrical energy within 2 years of the promulgation of this Law, without demanding the security authorized by Article 19(b), shall be the streets and roads or portions thereof enumerated in Schedule 1, together with the properties abutting thereon.

**35 States representation<sup>24</sup>**

The States may delegate to the Minister for Sustainable Economic Development, the power and duty of representing the States in all or any matter arising out of this Law and generally of safeguarding the public interest.

**36** <sup>25</sup>

**37 Intentional damage<sup>26</sup>**

- (1) A person who intentionally removes, destroys, damages or otherwise interferes with any main, transmission line, street lamp, or other appliance of the Company for supplying electricity, shall be guilty of an offence and liable to imprisonment for a term of 2 years and a fine.
- (2) This Article is subject to Article 30(12) of the [Road Works and Events \(Jersey\) Law 2016](#).

**38 Citation<sup>27</sup>**

This Law may be cited as the Electricity (Jersey) Law 1937.

**SCHEDULE 1****SCHEDULE OF STREETS AND ROADS OR PARTS THEREOF REFERRED TO IN ARTICLE 34**

Apsley Road.  
Aquila Road (Les Prés).  
Bagot Road, as far as Dudley House.  
Bath Street (Les Ruettes).  
Beach Road.  
Belmont Road.  
Beaumont (St. Aubin's Road to Cannon).  
Bellozanne Road (as far as Tower Road).  
Beaumont Hill (Old, as far as New Beaumont Hill).  
Bulwarks, St. Aubin (Le Boulevard).  
Beresford Street.  
Bond Street (Le Chemin de la Madeleine).  
Broad Street (La Grande Rue ou Rue d'Egypte).  
Beaufort Square, Devon Gardens.  
Brook Street (Rue du Petit Douet).  
Burrard Street.  
Bagatelle Road (as far as Bagatelle Lane).  
Bagatelle Lane.  
Caledonia Place.  
Cannon Street (La Rue du Canon).  
Cattle Street (La Rue de la Foire à Bétail).  
Charing Cross (St. Helier) (Les Issues ou La Pompe de Bas).  
Charing Cross (St. Aubin).  
Cheapside (Mielles du Bas).  
Church Street (La Rue de Trousse Cotillon).  
Clare Street.  
Clarendon Road.  
Clarence Road (Pied des Creux – Partie de la Colomberie).  
Church Mount (St. Clement's).  
Cleveland Road.  
Colomberie (La Colomberie).



Commercial Buildings (Les Quais des Marchands).  
Conway Street (La Banque).  
Craig Street.  
Duhamel Place.  
David Place.  
Devonshire Place.  
Dicq Road.  
Don Road (La Rue des Alleurs).  
Don Street (La Rue Don).  
Dumaresq Street (Les Hemies).  
Elizabeth Place.  
Esplanade.  
Francis Street.  
Georgetown.  
Gloucester Street.  
Green Street (La Verte Rue).  
Grève d'Azette (from The Dicq to Grève d'Azette Slip).  
Gorey Coast Road (from La Mare Slip to site of Old Pontac Station)  
(La Grande Route des Mielles).  
Great Union Road.  
High Street (St. Aubin).  
Halkett Place (La Rue du Nouveau Marché).  
Halkett Street.  
Hastings Road.  
Havre-des-Pas.  
Hilgrove Street (The Mews) (La Rue des Français).  
Hill Street (La Rue des Trois Pigeons).  
Hue Street (La Rue de Hue).  
James Street.  
Janvrin Road.  
St. John's Road (New) as far as Northumberland House.  
Kensington Place (La Rue de Georges).  
King Street (La Rue de Derrière).  
King's Cliff, as far as Pouquelaye Road.  
King's Cliff (Upper).  
Le Hocq Lane (La Rue du Hocq).

La Chasse (La Rue de Madagascar).  
Lemprière Street.  
Library Place (Le Coin ès Cochons).  
La Motte Street (La Rue de la Motte).  
Lane connecting Lewis Street and Peirson Road.  
Lane connecting New St. John's Road and Old St. John's Road.  
Lane connecting Coast Road and St. Aubin's Road at Millbrook (La Rue du Galet).  
Lane from Mary Street to Douro Terrace.  
Lane to Palace Hotel, Bagatelle.  
Lane connecting Wellington Road and Bon Air.  
Lane connecting Sand Street and Seale Street.  
Lane connecting Lewis Street and Kensington Place.  
Mont des Vignes to Blanc Pignon.  
Market Hill, St. Aubin's (La Rue du Moëstre).  
Mont les Vaux to St. Brelade's Central Schools.  
Market Place, St. Aubin's.  
Mont Cochon, as far as Old Mont Cochon.  
Mary Street.  
Mount Bingham as far as Gates to New Park.  
Midvale Road.  
Minden Place (La Rue de la Foire).  
Minden Street.  
Mont Millais (Rouge Rue).  
Mulcaster Street.  
New Cut (Le Bel aux Anes).  
New Street (La Rue Durell, puis Chemin Neuf).  
Old Mont Cochon Hill from New Mont Cochon Hill to Eglantine.  
Pontorson Lane (La Rue du Pouilliétau).  
Peirson Place.  
Parade (Les Mielles).  
Parade Place.  
Parade Road.  
Payn Street, as far as White's Stores.  
Peel Road.  
Peirson Road.

Pitt Street.  
Plaisance Road.  
Plat Douet Road.  
Poonah Road.  
Queen Street (La Rue ès Porcs).  
Queen's Road to a point 500 yards from Rouge Bouillon.  
Royal Crescent.  
Raleigh Avenue.  
Roseville Street (Le Long Bouet).  
Rouge Bouillon.  
Samarès Lane.  
St. Mark's Road.  
Sand Street (La Rue des Sablons).  
Saville Street.  
St. Aubin's Road from St. Helier to St. Aubin's (La Route de La Haule).  
St. Clement's Main Road (from Samarès Lane to Church Mount).  
St. Saviour's Road as far as Government House (La Rocque Mollet).  
Seale Street (La Rue Seale).  
Seaton Place (La Seatonnerie).  
Simon Place.  
Snow Hill (La Pompe de Haut).  
Springfield Road.  
Stopford Road.  
Tower Road (Le Mont Coutanche).  
Trinity Road.  
Trinity Hill as far as Le Sommet.  
Union Street.  
Union Court.  
Upper Clarendon Road.  
Vine Park.  
Val Plaisant (La Rue du Val).  
Vallée-des-Vaux Main Road as far as Spring Bank.  
Vauxhall Street (La Rue à La Dame Blanche).  
Victoria Street.

Vine Street (La Rue des Vignes).

Waterloo Street.

Wellington Road.

West Park Avenue.

Windsor Road.

York Street (La Planque Billot).

A central point in each of the rural Parishes.

## SCHEDULE 2

Being the Schedule (referred to in Article 30) Declaratory of the terms and conditions upon which –

- (a) the Harbours and Airport Committee (in this Schedule referred to as the “Committee”) is entitled to be supplied with electric current by the Company, and
  - (b) the Company is entitled to occupy as a tenant, certain property owned by the States of Jersey, and administered by the Committee.
- (1) As from the date (hereinafter referred to as the “given date”) of the promulgation of the present Law, the Company shall supply and the Committee shall take all electrical energy that may be required by the Committee for the regular working of all the electrical machinery and plant in and upon and for the lighting of the Piers, Harbours and Slaughter Houses and of all and every of the Committee’s undertakings present and future in the Island of Jersey, subject to Clause 10, provided always that if the nearest distributing main of the Company capable of supplying the requirements of the Committee be distant more than 50 yards from the site of the undertaking of the Committee for which a supply of electric current is required by the Committee, then the Committee shall be at liberty either to generate its own electrical requirements for that particular undertaking from any person, body of persons, or Company other than the Company, and the Committee shall continue to be at liberty so to generate or to purchase its electrical requirements for that particular undertaking notwithstanding the fact that the Company subsequently installs a distributing main capable of supplying the requirements of the Committee within the said distance of 50 yards.
- (2) The Committee shall pay for each kilowatt hour consumed by its undertakings during any year at a rate equivalent to the cost of generation of current during the actual year of account with an addition of 2.5%. Provided always that so long as the Company regularly operates generating machinery at the Albert Pier for Public supplies, the amount payable by the Committee shall in no case exceed 2 pence per unit with fuel oil costing £4.75 per ton, and that the limit of 2 pence per unit shall be varied up or down according to the variations in price of fuel oil above or below £4.75 per ton, such variation being at the rate of one hundredth part of one penny for every 10 pence per ton variation in the price of fuel oil above or below the said £4.75 per ton delivered into the Company’s tanks.
- (3) The cost of generation of current shall be ascertained by adding together the following items –
  - (a) Generation of electricity, wherever generated;
  - (b) Rentals, rates and taxes; and
  - (c) Management expenses,and dividing the total of these several amounts by the total number of kilowatt hours sold by the Company for all purposes.
- (4) The items (a), (b) and (c) shall be ascertained from the audited Statement of Accounts, Profit and Loss Account, and Revenue Account of the Company for the actual year of account, and the items so ascertained, and all books, vouchers and documents relating thereto, shall be subject to any examination or examinations by the Committee or any of its officers or any other person authorized in writing by the Committee for the purpose. Provided always that the Committee shall make to the

Company during the year of account quarterly payments on account based on the estimated costs during the year of account; such quarterly payments on account being subject to the respective rights of the Committee on the one hand and of the Company on the other hand to make such adjustments as may be necessary so soon after the actual year of account as the actual liability can be ascertained. Provided also that there shall be excluded from the items (a), (b) and (c) any items of cost relating to Hire or Hire Purchase of apparatus.

- (5) The minimum annual amount payable by the Committee to the Company shall be as follows –

During each of the first 3 years, dating from the coming into operation of the present Agreement: £1,000. During each of the next 3 years: £900; and £800 per annum thereafter, until the termination of the present Agreement.

- (6) The Committee shall supply at its own cost all direct and alternating current meters and other instruments necessary for measuring the supply of electrical energy, and shall fix and maintain the same in such positions as may be agreed upon between the Engineer of the Company and the Engineer of the Committee; such meters and other instruments necessary for measuring being provided with 2 locks with different wards, the key of one lock to be retained by the Engineer of the Company and the key of the other lock to be retained by the Engineer of the Committee.
- (7) The cables necessary for the transmission of the electric current necessary for all and every of the Committee's undertakings within the limits of the parish of St. Helier shall be brought by the Committee to the terminals of the Company situated upon the site occupied by the Company under the terms of this Schedule, and all necessary connections shall be made by the Company at the expense of the Committee.
- (8) Should the Committee require electric current for any of the Committee's undertakings outside the limits of the said parish of St. Helier, then, subject always to the proviso contained in clause (1) of this Schedule, the cables necessary for the transmission of such current shall be brought by the Committee to the nearest distributing main of the Company, and all necessary connections shall be made by the Company at the expense of the Committee.
- (9) The electrical energy supplied by the Company to the Committee for the purposes of the Piers and Harbours of St. Helier and their appurtenances shall be direct current at a pressure of 480 volts for power, and of 240 volts for lighting (such pressures being taken at the terminals of the Company). Provided always that the Committee shall be at liberty at any time to elect to be supplied in any one year by the Company with any portion not exceeding 100 kilowatts of the electric energy required for the purposes of the said Piers and Harbours of St. Helier and their appurtenances in the form of alternating current at a pressure of 415 volts for power and of 240 volts for lighting. The electrical energy supplied by the Company to the Committee for purposes other than the said Piers and Harbours of St. Helier and their appurtenances shall be alternating current at a pressure of 415 volts for power and 240 volts for lighting.

Nothing in this Clause shall deprive the Committee of the right to require to be supplied with electrical energy in the form of alternating current to a greater amount than 100 kilowatts, and on receiving notification of this requirement the Company, with all reasonable despatch, will submit terms on which the additional power would be supplied and failing agreement on such terms the matter shall be referred to arbitrations as provided by Article 33.

- (10) The Company shall provide and maintain all plant, including spares, necessary to give the supply provided under this Schedule; the plant to include all necessary batteries, balancers, boosters and switchgear of such capacity as may be necessary to give a reliable supply. Provided always that the maximum demand of such supply shall not exceed 300 kilowatts, unless otherwise agreed between the Committee and the Company, and the Company shall be at liberty to adjust its circuit breakers to operate at 330 kilowatts with a time lag of 5 seconds.
- (11) The Company shall be at liberty to cut off the supply after having given previous notice of its intentions so to do, and at such time or times as may be agreed upon by the Committee, for the purpose of adding to, altering or repairing any apparatus, and the Company shall not be responsible for any claims or damages in respect of such interruption.
- (12) Whenever the Company makes default in supplying electrical energy to the Committee it shall be liable in respect of each default to a penalty not exceeding £2.50 for each day on which the default occurs, provided that the penalty to be inflicted on the Company under this clause shall in no case exceed in the aggregate in respect of any one default (not being wilful defaults) on the part of the Company the sum of £5, and provided also that in no case shall any penalty be inflicted in respect of any default if, on the matter being referred to his, her or their decision, an Arbitrator or Arbitrators appointed in accordance with Article 33 is or are of the opinion that the default was caused by strikes, lockouts, fires, or other causes beyond the control of the Company or was of so slight or unimportant a character as not materially to affect the value of the supply.
- (13) As from the given date the Company shall be entitled to occupy, as a tenant, such portions of the property situate near the Albert Quay in the parish of St. Helier owned by the States of Jersey and administered by the Committee as are delineated and marked “pink” and “blue” upon a plan, 2 copies whereof have been prepared and signed, for the purposes of identification, by the Greffier of the States (the portion marked “pink” being the portion of the said property which was leased to the Company by contract passed before the Royal Court of Jersey on the 20th day of December, 1924, and the portion marked “blue” being the portion of the said property which was leased to the said Company by Contract passed before the Royal Court of Jersey on the 8th day of March 1930).
- (14) The Company shall pay to the Committee in respect of the property so occupied a yearly rental of £300, payable as due on the usual quarter-days in 4 equal quarterly payments of £75 each, the first quarterly payment being due and payable on the quarter-day next following the given date, provided always that if a full quarter shall not have elapsed between the given date and the quarter-day next following the given date, then the first payment of rental shall be reduced proportionately.
- (15) Notwithstanding anything in this Schedule contained, the Company shall, upon giving to the Greffier of the States 12 calendar months’ previous notice in writing of its intention so to do, be at liberty to surrender to the Committee upon any quarter-day that portion of the said property which is marked “blue” upon the plan referred to in Clause 13, and if the said portion of the said property shall be so surrendered by the Company to the Committee as aforesaid, then, as from the quarter-day upon which surrender shall take effect, the yearly rental of £300, mentioned in Clause 14 shall be reduced to a yearly rental of £200 payable by the Company to the Committee as due on the usual quarter-days in 4 equal quarterly payments of £50 each.
- (16) The Committee shall keep the said property wind and water tight and in good tenantable repair externally.

- (17) The Company shall be responsible for all other repairs, including any extraordinary repairs which may become necessary owing to vibration of or other damage caused by the machinery of the Company. The Company shall not carry out any structural alterations without the previous consent in writing of the Engineer of the Committee.
- (18) The Committee reserves to itself, to its Officers and workpeople the right to visit and enter upon the said property at all reasonable times for the purposes of inspecting the same or of carrying out thereon any repairs which the Committee may desire to effect.
- (19) The Company shall be at liberty at any time with the previous written consent of the Committee, which consent shall not unreasonably be withheld, to remove the whole or any part of the machinery, plant and appurtenances in use by the Company in relation to its undertaking generally, whether imbedded in the soil or otherwise.
- (20) The Company shall, whenever its right to occupy any portion of the said property shall cease as aforesaid, reinstate the said portion of the said property in the condition in which it was prior to the leasing thereof to the Company, fair wear and tear and damage by fire or the elements alone excepted. The obligations of the Company under this present clause shall include the reinstatement, at their original levels, of any floors removed, damaged or destroyed.
- (21) The Committee shall give to the Company facilities, free of charge, for laying and maintaining a pipe to convey its fuel oil from the Quay to the said property, and the Company shall immediately make good, to the satisfaction of the Committee, any damage caused by the Company to any property or roads under the administration of the Committee.
- (22) The said leases passed before the Royal Court of Jersey on the said 20th day of December 1924, and 8th day of March 1930, together with the Agreements for the supply of electric current by The Jersey Electricity Company Limited to the Committee therein contained, shall cease and determine as from the given date, and the terms and conditions of the present Schedule be substituted therefor.
- (23) The respective rights, duties and obligations of the Committee towards and against the Company and of the Company towards and against the Committee shall continue in force for the period of 42 years from the given date, save and except upon the happening of the events provided for in Article 29(3) of the present Law, in which case the respective rights, duties and obligations of the Committee and of the Company shall cease as and from the termination of the concession granted by this present Law.
- (24) If at any time any difference of opinion or dispute shall arise between the Committee and the Company as to any matter or thing in this Schedule contained, the same shall be referred to Arbitration in accordance with the provisions of Article 33.
- (25) If, during the existence of this agreement, any circumstances arise which in the opinion of the Committee or of the Company have increased or decreased, or which may increase or decrease the cost to the Company of generating and supplying electrical energy to the Committee as compared with the cost at the given date, and if, owing to the nature of such circumstances, the increase or decrease in cost is not or will not be automatically reflected in cost of current as ascertained under the agreement, the Committee or Company may, as from such date on which they give 6 months' previous written notice, demand a revision of the terms of payment under Clauses 2, 3, 4 and 5, and if the parties fail to agree upon the amount of any such increase or decrease, the question shall be referred to Arbitration as provided for in



Clause 24, provided that such claims shall not be made at intervals of less than 5 years.

### SCHEDULE 3

#### ANNUAL RENTALS PAYABLE UNDER ARTICLES 11 AND 12<sup>28</sup>

Poles of whatever type, with all attachments, in hedges or waste .....	5p.
Poles, single, A.H. or Rutter in arable land .....	20p.
Stays or struts in arable land, each .....	3p
Underground Cable per 100 yards .....	5p
Special Structures:	
By agreement. Or, failing agreement, at an annual rental to be fixed by the Experts of the parish in which such proposed special structures are situated; in this connection, the word “Experts” shall be deemed to mean the persons acting as Experts for the purposes of the Law on Parochial Taxation for the time being in force.	

## ENDNOTES

### Table of Legislation History

Legislation	Year and No	Commencement	°Projet No (where applicable)
Electricity (Jersey) Law 1937 <sup>29</sup>	<a href="#">L.10/1937</a>	27 November 1937	
Electricity (Amendment) (Jersey) Law 1954	<a href="#">L.19/1954</a>	15 January 1955	
Decimal Currency (Conversion) (Jersey) Order 1971	<a href="#">R&amp;O.5478</a>	10 February 1971	
Telecommunications (Jersey) Law 1972	<a href="#">L.24/1972</a>	1 January 1973 ( <a href="#">R&amp;O.5751</a> )	
Electricity (Amendment No. 2) (Jersey) Law 1975	<a href="#">L.3/1975</a>	4 April 1975	
Electricity (Amendment No. 3) (Jersey) Law 1980	<a href="#">L.20/1980</a>	19 September 1980	
Telecommunications (Jersey) Law 2002	<a href="#">L.1/2002</a>	1 January 2003 ( <a href="#">R&amp;O.139/2002</a> )	<a href="#">P.103/2001</a>
States of Jersey (Amendments and Construction Provisions No. 4) (Jersey) Regulations 2005	<a href="#">R&amp;O.44/2005</a>	9 December 2005	<a href="#">P.58/2005</a>
States of Jersey (Amendments and Construction Provisions No. 12) (Jersey) Regulations 2005	<a href="#">R&amp;O.133/2005</a>	9 December 2005	<a href="#">P.217/2005</a>
States of Jersey (Transfer of Functions No. 8) (Miscellaneous Transfers) (Jersey) Regulations 2015	<a href="#">R&amp;O.158/2015</a>	1 January 2016	<a href="#">P.46/2015</a> (re-issue)
Criminal Justice (Miscellaneous Provisions) (Jersey) Law 2016	<a href="#">L.1/2016</a>	20 September 2016 ( <a href="#">R&amp;O.98/2016</a> )	<a href="#">P.87/2015</a>
Road Works and Events (Jersey) Law 2016	<a href="#">L.11/2016</a>	1 January 2017 ( <a href="#">R&amp;O.121/2016</a> ) 1 January 2018 ( <a href="#">R&amp;O.118/2017</a> )	<a href="#">P.152/2015</a>
States of Jersey (Ministerial Offices – Minister for Sustainable Economic Development) Order 2023	<a href="#">R&amp;O.102/2023</a>	24 November 2023	

°Projets available at [www.statesassembly.gov.je](http://www.statesassembly.gov.je)

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34	spent, omitted from this revised edition
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SECOND SCHEDULE	SCHEDULE 2

Original	Current
(1) (the first time it was used)	(a)
(2) (the first time it was used)	(b)
THIRD SCHEDULE	SCHEDULE 3

## Table of Endnote References

- <sup>1</sup> *This Law has been amended by the States of Jersey (Amendments and Construction Provisions No. 4) (Jersey) Regulations 2005 and the States of Jersey (Amendments and Construction Provisions No. 12) (Jersey) Regulations 2005. The amendments replace all references to a Committee of the States of Jersey with a reference to a Minister of the States of Jersey, and remove and add defined terms appropriately, consequentially upon the move from a committee system of government to a ministerial system of government*
- <sup>2</sup> *Article 1 substituted by L.11/2016*
- <sup>3</sup> *Article A2 inserted by L.11/2016*
- <sup>4</sup> *Article 2 amended by L.11/2016*
- <sup>5</sup> *Article 3 amended by L.11/2016*
- <sup>6</sup> *Article 4 amended by L.11/2016*
- <sup>7</sup> *Article 5 repealed by L.11/2016*
- <sup>8</sup> *Article 6 substituted by L.11/2016*
- <sup>9</sup> *Article 7 repealed by L.11/2016*
- <sup>10</sup> *Article 8 amended by L.19/1954, R&O.158/2015, L.11/2016*
- <sup>11</sup> *Article 9 amended by R&O.158/2015*
- <sup>12</sup> *Article 13 substituted by L.11/2016*
- <sup>13</sup> *Article 14 amended by R&O.158/2015, L.11/2016, R&O.102/2023*
- <sup>14</sup> *Article 15(1) numbered by L.11/2016*
- <sup>15</sup> *Article 15(2) inserted by L.11/2016*
- <sup>16</sup> *Article 16 repealed by L.11/2016*
- <sup>17</sup> *Article 17 amended by L.11/2016*
- <sup>18</sup> *Article 22 substituted by L.3/1975*
- <sup>19</sup> *Article 25 amended by L.3/1975*
- <sup>20</sup> *Article 26 amended by R&O.158/2015, R&O.102/2023*
- <sup>21</sup> *Article 30 amended by R&O.158/2015, R&O.102/2023*
- <sup>22</sup> *Article 31 repealed by L.11/2016*
- <sup>23</sup> *Article 33 amended by L.3/1975, L.11/2016*
- <sup>24</sup> *Article 35 amended by R&O.158/2015, R&O.102/2023*
- <sup>25</sup> *Article 36 repealed by L.11/2016*
- <sup>26</sup> *Article 37 substituted by L.11/2016*
- <sup>27</sup> *Article 38 inserted by L.19/1954*
- <sup>28</sup> *Schedule 3 amended by R&O.5478*
- <sup>29</sup> *short title substituted by L.19/1954*