

ISLAND OF SARK

EXTRAORDINARY MEETING of the CHIEF PLEAS to be held on
WEDNESDAY 17th November 2021 at 5.00 PM in the ASSEMBLY ROOM

AGENDA

1. Questions Not Related to the Business of the Day
2. To CONSIDER a Report with Proposition from the POLICY and FINANCE COMMITTEE entitled "**The Reform (Amendment) (Sark) Law, 2021**" and to APPROVE the Projet de Loi entitled "**The Reform (Amendment) (Sark) Law, 2021**" (copies enclosed).
3. To CONSIDER a Report with Proposition from the POLICY and FINANCE COMMITTEE entitled "**Election of Deputy Speaker**" and to APPROVE the Ordinance entitled "**The Reform (Election of Deputy Speaker) (Sark) Ordinance, 2021**" (copies enclosed).
4. To CONSIDER a Report with Propositions from the TOURISM COMMITTEE entitled "**Change to Itinerant Hawkers Licence**" and to APPROVE the Ordinances entitled "**The Itinerant Hawkers (Amendment) (Sark) Ordinance, 2021**" (copies enclosed).
5. To CONSIDER a Report with Propositions from the TOURISM COMMITTEE entitled "**Change to Accommodation Permits Charges**" and to APPROVE the Ordinances entitled "**The Tourism (Accommodation Permits) (Fees) (Sark) Ordinance, 2021**" (copies enclosed).
6. To CONSIDER a Report with Propositions from the POLICY and FINANCE COMMITTEE entitled "**2022 Budget and Taxation Report**" and to APPROVE the Ordinance entitled "**The Direct Taxes for 2022 (Sark) Ordinance, 2021**" (copies enclosed).
7. To CONSIDER a Report with Proposition(s) from the POLICY and FINANCE COMMITTEE entitled "**The Human Rights (Bailiwick of Guernsey) Law, 2000 – Amendment to Legislation**" (copy enclosed).
8. To CONSIDER a Report with Proposition from the POLICY and FINANCE COMMITTEE entitled "**Sark Census**" (copies enclosed).
9. To CONSIDER a Report with Proposition from the POLICY and Finance COMMITTEE entitled "**Isle of Sark Shipping Company - Long Term Loan Agreement**" (copy enclosed).
10. To CONSIDER a Report with Propositions from the POLICY and Finance COMMITTEE entitled "**Platinum Jubilee Holiday**" (copy enclosed).
11. To CONSIDER a Report from the LAND REFORM (SPECIAL) COMMITTEE entitled "**Disbanding of Committee**" (copy enclosed).

12. POLICY and FINANCE COMMITTEE: To elect a Deputy Chairman.
13. DOUZAINÉ: To appoint two Assistant Constables.
14. COMMITTEE ELECTIONS: To Elect Conseillers to Committees as required.
15. COMMITTEE and PANEL ELECTIONS: To Elect Non-Chief Pleas Members and Panel Members to Committees and Panels, as required.

22 October 2021

Lt Col RJ Guille MBE
Speaker of Chief Pleas

REGULATIONS LAID BEFORE

**The Emergency Powers (Coronavirus) (General Provision)
(Bailiwick of Guernsey) (No. 11) Regulations, 2021**
(Came into operation on 23rd September 2021)

**The Emergency Powers (Coronavirus) (General Provision) (Bailiwick of
Guernsey) (No. 11) (Amendment) Regulations, 2021**
(Came into operation on 20th October 2021)

NOTES:

1. This meeting has been requested by the Policy and Finance Committee and summoned under The Reform (Sark) Law, 2008, Section 32 (2) (b) "by the Speaker, with the consent of the Seigneur."
2. Anyone wishing to see any of the Reports and Supporting Papers may do so at the Committee Offices, Monday to Friday, 11 am to 3 pm; copies may be obtained from the Committee Office. The Agenda, Reports and Supporting Papers may also be seen on the Sark Government Website at: www.sarkgov.co.uk
3. The Regulations Laid Before are not printed, due to their limited life, but can be found on the following website: [COVID-19 information and documentation - Law Officers of the Crown \(guernseylawofficers.gg\)](http://COVID-19%20information%20and%20documentation%20-%20Law%20Officers%20of%20the%20Crown%20(guernseylawofficers.gg))

ITEM 02

POLICY & FINANCE COMMITTEE

Report with Proposition to Extraordinary Chief Pleas, 17th November 2021

The Reform Law (Sark) (Amendment Law) 2021

At the Easter Chief Pleas meeting on the 14th of April 2021, a resolution was passed to instruct the Law Officers to prepare a Projet de Loi to, under certain circumstances, enable proxy voting and remote meetings of Chief Pleas.

The COVID pandemic which developed during early 2020, necessitated that Chief Pleas met remotely, under temporary legislation implemented by the Civil Contingency Authority.

Following advice from the Law Officers, the Policy & Finance Committee consider that to have legislation in place to enable remote meetings and proxy voting is a prudent and practical measure.

The Authority to convene a remote meeting remains with the CCA, however this Projet enables the Speaker to act quickly without waiting for legislation to be drafted.

The option for proxy voting enables Conseillers who are not able to attend in person to a physical Chief Pleas meeting to appoint a proxy who is able to vote on their behalf.

The decision to allow a Conseillers to exercise the option of proxy rests with the Speaker, as in Alderney it rests with the President of the States of Alderney.

Proposition 1 –

That Chief Pleas approve the Projet de Loi entitled: The Reform (Sark) (Amendment) Law, 2021.

Conseiller John Guille

Chairman, Policy and Finance Committee

PROJET DE LOI

ENTITLED

The Reform (Sark) (Amendment) Law, 2021

THE CHIEF PLEAS OF SARK, in pursuance of their Resolution of the 14th April, 2021, have approved the following provisions which, subject to the Sanction of Her Most Excellent Majesty in Council, shall have force of law in the Island of Sark.

Amendment of the principal Law.

1. The Reform (Sark) Law, 2008^a ("**the principal Law**") is amended as follows.
2. After Part IV of the principal Law, insert the following Part -

"PART IVA

EMERGENCY PROCEDURES

Application.

55A. (1) This Part shall apply only in the circumstances set out in subsection (2) and despite any other provisions of or under this Law.

(2) The circumstances are that the Speaker has made a determination, upon representations from the Civil Contingencies Authority,

^a Order in Council No. V of 2008; amended by Order in Council Nos. VI and XXVII of 2008; No. XIV of 2010; No. XII of 2011; No. XI of 2014; No. IX of 2016; No. II of 2018; No. VI of 2021; Sark Ordinance Nos. II and VI of 2015; No. XI of 2017; and No. XIII of 2018.

in the light of circumstances prevailing in Sark in relation to an emergency, which make it appropriate for this Part to apply.

(3) Before issuing a determination under subsection (2), the Speaker must seek the advice of Her Majesty's Procureur in relation to the appropriateness and proportionality of such a determination in relation to the emergency in question.

(4) This Part shall cease to apply if the Speaker makes a further determination, upon representations from the Civil Contingencies Authority, in the light of circumstances prevailing in Sark, that it is appropriate for it to cease to apply.

(5) This section is subject to sections 55H(3), 55J(3) and 55K(4).

Public attendance at meetings of the Chief Pleas.

55B. Meetings of the Chief Pleas need not be open to the public.

Remote meetings of the Chief Pleas.

55C. (1) The Chief Pleas may meet remotely.

(2) A member of the Chief Pleas, the Greffier, the Prévôt and the Treasurer shall be treated for all purposes of or under this Law as present at a remote meeting of the Chief Pleas (including, but not limited to, the purpose of forming a quorum in accordance with section 55E) if, by means of electronic communications or telecommunications or otherwise –

- (a) the member, the Greffier, the Prévôt or the Treasurer, as the case may be, has declared that they are present, and

(b) in the case of a member other than the person presiding, and in the case of the Greffier, Prévôt or Treasurer, the person presiding has declared that the member, Greffier, Prévôt or Treasurer, as the case may be, shall be treated as present.

(3) For the purposes of this Part, a meeting of the Chief Pleas is a remote meeting if members of the Chief Pleas, the Greffier, the Prévôt and the Treasurer communicate and (in the case of Conseillers) vote during the meeting solely, or primarily, by means of electronic communications or telecommunications.

Proxy voting at meetings of the Chief Pleas.

55D. (1) The Speaker may prescribe certain reasons for absence ("**Authorised Absence**") from a meeting of the Chief Pleas, which shall entitle a Conseiller ("**first Conseiller**") to arrange for the first Conseiller's vote to be cast by another Conseiller acting as a proxy if the first Conseiller's circumstances require the first Conseiller to take an Authorised Absence from a meeting of the Chief Pleas.

(2) The Speaker shall make directions as to the manner in which proxy arrangements under subsection (1) shall operate in relation to an Authorised Absence.

(3) Despite section 55C(2), reasons for an Authorised Absence may include where a Conseiller is absent for only part of a meeting of the Chief Pleas because it is necessary or expedient for the purposes of other Chief Pleas business or a Conseiller is unable to vote remotely due to a failure in telecommunications, electronic communications or other means of communication.

Quorum at a meeting of the Chief Pleas.

55E. The quorum at a meeting of the Chief Pleas is a minimum of seven Conseillers in addition to the person presiding.

Procedure for remote meetings of the Chief Pleas.

55F. (1) The following procedures shall apply where the Chief Pleas meet remotely.

(2) The Greffier shall make arrangements to enable a member of the Chief Pleas, the Greffier, the Prévôt and the Treasurer to declare, in relation to a meeting of the Chief Pleas, that the member, Greffier, Prévôt or Treasurer, as the case may be –

- (a) is present,
- (b) intends to follow the proceedings and
- (c) in the case of a Conseiller, is able to vote by means of electronic communications, telecommunications or otherwise on that day.

(3) The Greffier shall inform the person presiding of the names of every person who has made the declaration under subsection (2) and the person presiding must state that those persons are present and instruct the Greffier to record that fact in the Minutes.

(4) Arrangements made by the Greffier must include arrangements for declarations under subsection (2) to be made after proceedings of the Chief Pleas have started; and the person presiding may admit a person making such a declaration to the remote meeting at any time.

Modifications to the Rules of Procedure for remote meetings of the Chief Pleas.

55G. (1) The Chief Pleas of Sark Rules of Procedure made on 2nd October, 2013 under section 36(1) ("**Rules of Procedure**") apply to remote meetings of the Chief Pleas subject to the provisions of this section.

(2) Rules 4(2), 11(2) and (6), 14(3) and 18(2) shall not apply.

(3) In rule 1 –

(a) in paragraph (3), the words "the same place and" shall not apply,

(b) in paragraph (4), for "placed in the official Island Notice Boxes" substitute "published on the official Sark Government Website and in such other form as the Speaker may determine", and the words "publicly available in paper form and" shall not apply.

(4) In rule 12(2), the words "from the floor" shall not apply.

(5) In rule 14 –

(a) in paragraph (1), for "written declaration, or any updated information, is submitted" substitute "declaration of interests, or updated information, is submitted to the Greffier, which may be submitted via electronic communications or telecommunications, and which declaration or updated information shall

be communicated by the Greffier to the Speaker",

(b) in paragraph (2), for "declare his interest and withdraw from the Chamber during" substitute "declare his interest to the Speaker via electronic communications or telecommunications and take no part in",

(c) for paragraph (4), substitute "A Conseiller who has declared his interest in an issue and is taking no part in the consideration of that issue in accordance with paragraph (2) may, if so requested by any other Conseiller, contribute factual or technical information for the purpose of any general debate of the issue in question.".

(6) In rule 17, add at the end "For the purposes of, and subject to, this rule, a Member may interrupt another Member by notifying the Greffier via electronic communications or telecommunications stating "Point of Order" or "Point of Correction", as the case may be, and waiting to be invited to speak by the Speaker.".

(7) In the first sentence of rule 19, for "a vote shall be conducted" substitute "a vote shall be conducted by appel nominal by means of electronic communication or telecommunications".

(8) In rule 21 –

(a) for paragraph (1), substitute "A Conseiller may vote only by appel nominal by means of electronic communication or

telecommunications (except where the Conseiller is entitled by virtue of section 55D to vote by proxy)",

- (b) in paragraph (2), the first sentence shall not apply.

Powers of Policy & Finance Committee to prescribe rules of procedure in relation to remote meetings of the Chief Pleas.

55H. (1) The Policy & Finance Committee may make additional rules of procedure applicable to remote meetings of the Chief Pleas, including (but not limited to) provision supplementing this section, and provision modifying the Rules of Procedure.

(2) For the avoidance of doubt, and without prejudice to subsection (1), the Chief Pleas may, whether meeting remotely or otherwise, by resolution –

- (a) make rules of procedure applicable to remote meetings of the Chief Pleas, and
- (b) amend, or revoke, rules of procedure made by the Policy & Finance Committee under subsection (1).

(3) Any rules made under this section at any time when this Part applies shall continue in effect despite this Part ceasing to apply in accordance with section 55A(4) but, for the avoidance of doubt, remote meetings of the Chief Pleas may only be held at any time when this Part applies.

Remote meetings of committees.

55I. (1) A member of a committee who is in communication with the other members of the committee by telephone, live television link or any other means of telecommunications or electronic communications, so that each member of the committee can hear or read what is said or communicated by each of the others, is deemed, subject to subsection (2), to be present at a meeting of the committee for all purposes relating to that meeting, including calculating the quorum at the meeting.

(2) In the event that a means of communication referred to in subsection (1) fails or is corrupted, or the person presiding considers that confidentiality is compromised, the person presiding shall have the discretion at any time during the meeting to determine that a member of the committee who is affected by that failure, corruption or compromise of confidentiality is no longer deemed to be present at the meeting.

(3) For the avoidance of doubt, a determination under subsection (2) does not affect the validity of the proceedings of the committee for any purpose prior to the making of that determination.

Power of Policy & Finance Committee to amend provisions in relation to Rules of Procedure.

55J. (1) The Policy & Finance Committee may by regulations amend or substitute any provisions in this Part, including in particular those which modify or otherwise refer to the Rules of Procedure, where it considers such amendment or substitution to be necessary or expedient as a result of any variation, revocation or replacement of those Rules of Procedure under section 36 or any other enactment.

(2) Regulations made under subsection (1) shall be laid before a meeting of the Chief Pleas as soon as possible after being made; and if

at that meeting or the next meeting the Chief Pleas resolve that the regulations be annulled, they shall cease to have effect but without prejudice to anything done under them or to the making of new regulations.

(3) Any amendments or substitutions made under subsection (1) at any time when this Part applies shall continue in effect despite this Part ceasing to apply in accordance with section 55A(4).

Time or mode of elections.

55K. (1) The Chief Pleas may by Ordinance modify, adapt or disapply the law as to elections in Sark for the purpose of enabling any election required to be held under this Law or any nominations or other election-related procedure to be –

- (a) subject to subsection (2), held at a time other than that provided for under this Law, or
- (b) held, exclusively or partially, by postal ballot.

(2) An Ordinance made under subsection (1) may not provide for an election or an election-related procedure to be held more than six months after the latest date on which it could have been held under the law as to elections in Sark as in force immediately before the making of that Ordinance.

(3) For the avoidance of doubt, subsection (1) includes, without limitation, a power to modify, adapt or disapply provisions under this Law relating to entry upon and tenure of office of the Speaker and Deputy Speaker and of the Conseillers.

(4) Any modifications made under subsection (1) at any time when this Part applies shall continue in effect for the purposes of the

specific election or election-related procedure in question despite this Part ceasing to apply in accordance with section 55A(4).

Interpretation of Part IVA.

55L. In this Part of this Law, unless the context requires otherwise –

"**Civil Contingencies Authority**" means the body of that name established under section 1 of the Civil Contingencies (Bailiwick of Guernsey) Law, 2012,

"**emergency**" has the meaning given by the Civil Contingencies (Bailiwick of Guernsey) Law, 2012,

"**person presiding**" means the Speaker or other person presiding at a meeting of the Chief Pleas or of a committee, as the case may be,

"**Rules of Procedure**": see section 55G(1).".

Citation.

3. This Law may be cited as the Reform (Sark) (Amendment) Law, 2021.

Commencement.

4. This Law shall come into force on the day of its registration on the records of Sark.

POLICY & FINANCE COMMITTEE

Report with Proposition to Extraordinary Chief Pleas, 17th November 2021

ELECTION OF DEPUTY SPEAKER

The attached Ordinance provides for the election of The Deputy Speaker of Chief Pleas. As with other democratic jurisdictions it is the Parliament that votes for its Speaker and not the general electorate.

The following proposed dates apply:

- Notice of Election published 30th November 2021
- Nominations open 7th December 2021
- Close of nominations 7th January 2022
- Nominations published 12th January 2022
- Election day Wednesday 19th January, 2022 (Special Meeting of Chief Pleas)

Proposition –

That Chief Pleas approves The Reform (Election of Deputy Speaker) (Sark) Ordinance, 2021

Conseiller John Guille
Chairman, Policy and Finance Committee

The Reform (Election of Deputy Speaker)

(Sark) Ordinance, 2021

THE CHIEF PLEAS OF SARK, in pursuance of their Resolution of the 17th day of November, 2021, and in exercise of the powers conferred on them by sections 22A(5) and 22B(2) of the Reform (Sark) Law, 2008^a, and all other powers enabling them in that behalf, hereby order:-

Date of election of Deputy Speaker.

1. The date for an election for the purpose of electing a Deputy Speaker of the Chief Pleas with effect from 27th February 2022 shall be 19th January, 2022.

Citation.

2. This Ordinance may be cited as the Reform (Election of Deputy Speaker) (Sark) Ordinance, 2021.

^a Order in Council No. V of 2008; amended by No. XII of 2011; No. IX of 2016. There are other amendments not relevant to this enactment.

TOURISM (INCLUDES PUBLIC HEALTH) COMMITTEE
Report with proposition to Extraordinary Chief Pleas, 17th November 2021

CHANGE TO ITINERANT HAWKERS LICENCE

At the Christmas Chief Pleas Meeting, 20th January 2021, Item 6, the Tourism Committee brought a report proposing to bring the licence fee relating to Hawkers in line with that for Temporary Catering Permits. It was proposed that the fee to accompany the application for a Hawker's Licence was to be increased to £40.00 and that such fee shall be subject to review from time to time and to be varied by resolution of Chief Pleas. The proposition to draft an Ordinance to replace that of 25th September 1939 was approved.

In speaking with the Law Officers the Committee was recommended to renew the 25th September 1939 Ordinance rather than replace it. The Committee chose to follow this advice. The Ordinance accompanying this report therefore seeks to amend the 25th September 1939 Ordinance in line with the changes set out in the 20th January 2021 report, bringing the licence fee in line with that for Temporary Catering Permits.

Proposition -

That Chief Pleas approves the Ordinance entitled 'The Itinerant Hawkers (Amendment) (Sark) Ordinance, 2021'.

Conseiller Sandra Williams
Chairman, Tourism (includes Public Health) Committee

The Itinerant Hawkers (Amendment) (Sark)

Ordinance, 2021

THE CHIEF PLEAS OF SARK, in pursuance of their Resolution of the 20th January, 2021, hereby order:-

Amendment of 1939 Ordinance.

1. (1) The Ordinance relating to Itinerant Hawkers approved by the Chief Pleas on 8th November, 1939 is amended as follows.

(2) For "£5 sterling for a term of six months" substitute "£40 for a term of twelve months".

(3) After "bona fide travellers." insert "The said fee may be varied from time to time by Resolution of the Chief Pleas.".

Citation and commencement.

2. This Ordinance may be cited as the Itinerant Hawkers (Amendment) (Sark) Ordinance, 2021 and shall come into force on 1st January 2022.

TOURISM (INCLUDES PUBLIC HEALTH) COMMITTEE
Report with proposition to Extraordinary Chief Pleas, 17th November 2021

CHANGE TO ACCOMMODATION PERMIT CHARGES

At the Christmas Chief Pleas Meeting, 20th January 2021, Item 6, the Tourism Committee brought a report proposing an increase to the prescribed fee accompanying the application for an accommodation certificate.

An increase in fees is permitted under the **Tourism (Sark) Law, 1982** by means of an Ordinance. At the January 2021 meeting Chief Pleas approved the proposition for the drafting of an Ordinance, which the Committee now presents to Chief Pleas.

The Ordinance accompanying this report sets out the new fees and repeals the two 2008 Accommodation Permits Ordinances.

Proposition -

That Chief Pleas approves the Ordinance entitled ‘The Tourism (Accommodation Permits) (Fees) (Sark) Ordinance, 2021’.

Conseiller Sandra Williams
Chairman, Tourism (includes Public Health) Committee

The Tourism (Accommodation Permits) (Fees) (Sark)

Ordinance, 2021

THE CHIEF PLEAS OF SARK, in pursuance of their Resolution of the 20th January, 2021, and in exercise of the powers conferred on them by sections 7 and 20 of the Tourism (Sark) Law, 1982^a, and all other powers enabling them in that behalf, hereby order:-

Amendment of Ordinance.

1. The fees payable to the Treasurer under section 7 of the Tourism (Sark) Law, 1982 in respect of the grant of an accommodation permit shall be the sum (for each of the number of persons authorised to be accommodated in the premises or on the site) set out in the second column of the table in the Schedule to this Ordinance which corresponds to the category of accommodation set out in the first column of the said table.

Repeals.

2. The Tourism (Accommodation Permits) (Fees) (Sark) Ordinance, 2008^b and the Tourism (Accommodation Permits) (Fees) (Sark) (No. 2) Ordinance, 2008^c are repealed.

^a Ordres en Conseil Vol. XXVII, p. 576; amended by Vol. XXIX, p. 488; Vol. XXXI, p. 320; Order in Council No. XII of 2012; No. III of 2015.

^b Sark Ordinance No. 166; Sark Ordinance No. 174.

^c Sark Ordinance No. 174.

Citation and commencement.

3. This Ordinance may be cited as the Tourism (Accommodation Permits) Fees) (Sark) Ordinance, 2021 and shall come into force on 1st January 2022.

SCHEDULE

Section 1

Category of accommodation	Fee per person
Hotel	£10.00
Guest House	£9.00
Self-catering	£8.00
Camp sites	£5.00

POLICY & FINANCE COMMITTEE

Report with propositions to Extraordinary Chief Pleas, 17th November 2021

2022 BUDGET AND TAXATION REPORT

This report is presented to Chief Pleas by the Policy & Finance Committee (P&F) setting out the proposed expenditure budget for the 2022 financial year, together with recommendations for raising the required revenue to fund these plans (see Appendix 1 for the full budget).

The Treasurer has worked closely with all Committees to fully understand their plans for the next three years and translate this into the budget proposed here. P&F have also carried out revenue modelling and developed plans for raising the necessary income to fund the expenditure proposal.

At the end of September 2021, the Treasurer anticipates a surplus of £119,740 at year end. This is partly due to increased Impôt receipts and a buoyant property market. 2021 has seen an increase in Sark visitor numbers, which has had a positive effect on income. The 2022 income budget builds on this positivity, whilst still being mindful of external factors and maintaining some conservatism. The increase in income has helped cover the budgeted spending increases, enabling the direct tax rate increases proposed in this paper be kept to a minimum.

Income

The proposed central income budget brought to Chief Pleas in this paper is £1,532,848. This is an increase of £90,728 compared to the 2021 budget of £1,442,120 (a 6.3% increase). Below is the rationale for the budgets set for 2022.

Direct Tax

- It is proposed that the Minimum Personal Tax increase by £16 to £491 for 2022
- It is proposed that the Quarter rate be increased by £0.50 to £15.50 for 2022

This is a 3.33% increase across the board. It is expected that the above changes will raise an additional £28k. Examples of the effect of these changes can be seen in Appendix 2. The proposed Ordinance making the above changes is attached in Appendix 3.

Impôt

The Impôt budget for 2022 has been set at £365k, an increase of £37k on the 2021 budget. 2021 Impôt returns currently total £335k to the end of September and are forecast to end the year at £370k. With anticipated increase in visitors during 2022, the budget of £370k is achievable without the need for any increase in Impôt rates for 2022.

Landing Tax

The Landing (Poll) Tax budget has been set at £60k for 2022, an increase of £20k on the 2021 budget. This equates to 48,000 visitors at the current rate of £1.25 per passenger. In 2019 landing tax income was £60k, from 55,000 visitors, so this 2022 budget is slowly moving towards pre Covid levels. We are not budgeting any increase in the Landing Tax rate for 2022.

Property Transfer Tax (PTT)

The budget for PTT for 2022 has been set at £110k. At the point of writing this report, total PTT receipts for 2021 stand at £92k, and this buoyant market is expected to continue during 2022.

Licence fees

Licence fee income is budgeted at the same level as 2021, at £30k. YTD September 2021 income stands at £29k.

School houses rental income

Leases for 2022 will bring in £31k during the year, £4k lower than 2022. 20% of this rental income will be deferred, to cover any unforeseen expenditure.

Expenditure

The total net expenditure brought to Chief Pleas in this budget paper is £1,529,981. This is an increase of £91,163 compared to the 2021 budget of £1,438,818 (a 6.3% increase). Of this, £16.3k relates to RPI increases across all paid staff/officers based on an anticipated rate 2.5%. Below is a summary of the major variances by committee between the 2022 and 2021 budgets.

Policy & Finance

- **Electricity** - £15k estimated costs of running the North End generator until June 2022. This is partly offset by £6k of income under 'Miscellaneous Income' in the central income section.
- **Depreciation** - £7k increase in depreciation charge. This increase is due to the new fendering at Maseline Harbour, replacement boilers and bathroom in the teachers houses, and includes depreciation for the 2022 capital expenditure requests (detailed in Appendix 4) but is partially offset by other assets becoming fully depreciated.
- **Sark Census** - £4k has been provided to pay for the Sark 2022 census as approved by Chief Pleas at the Midsummer 2021 meeting.
- **Committee Office** - £8k in additional CSO hours and RPI. The recruitment process for the Assistant Chief Secretary post that had been budgeted to start in 2021 was postponed due to Covid and the post is now budgeted to be filled by April 2022.
- **Insurance** - £4.7k increase in insurance premium costs, based on the rates charged for the April 2021 renewal plus RPI.

Education Committee

- Guernsey Tuition and Accommodation - The education budget includes an £81.6k cost for Guernsey based accommodation and education, which is an increase of £59k on last year's budget. There will be 4 children attending school in Guernsey for the 2021/2022 Spring and Summer terms, and a budgeted 9 children for the 2022 Autumn term. This is somewhat mitigated by a budgeted £38k contribution from parents towards the cost of accommodation, a £32k increase on last year's budget.
- Teaching Staff - Whilst the cost of teachers for the 2022 budget has decreased by £16k, there has been an increase in the costs of support teaching staff of £16k, having a zero effect on the budget.
- Safeguarding – As per the resolution of Chief Pleas at the Michaelmas meeting, the costs of safeguarding have moved to the Medical & Emergencies Budget. This is a saving of £6k in the Education budget for 2022 compared to 2021.
- Building maintenance & gardening – Provision has been made in the 2022 budget of £8k for the interior maintenance of the school building and surrounding garden beds. This responsibility was brought to light during 2021.
- Home education costs – The budget for the Learning Hub has been reduced from £5k in 2021 to zero for 2022. This facility was not used in 2021.
- Recruitment and relocation – A budget of £14k has been provided in the 2022 budget (and increase of £7k on 2021 budget) if 2 staff posts need to be recruited for the 2022/2023 academic year.

Tourism Committee

- There have been significant underspends during 2021 compared to budget, most notably advertising, and printing, production, and distribution. Advertising was Bailiwick only and the brochure was not printed. This has saved over £40k.
- 2022 will see a return to advertising in the UK, Jersey, and France. A new brochure will be printed to cover 2022 and 2023, but its size will be reduced saving on distribution costs. Small savings have been made across various other budget lines based on 2021 levels of expenditure. Overall, the budget for 2022 is £12k lower than 2021.

Agriculture, Environment & Sea Fisheries

- The budget is set at £11.8k for 2022, a reduction of £5.6k compared to 2021. Slaughter income is anticipated to increase slightly, and the lime subsidy has been postponed to 2023.

Harbours & Shipping Committee

- Income streams for Crane and harbour dues are budgeted to increase from 2022, reflecting the increased number of cargo charters, and other sailings. The maintenance budget has increased for 2022 to include repointing and repairs to Maseline steps.

Medical & Emergencies Committee

- Practice Income - A small increase in the practice consultancy fees has been forecast for 2022 of £4.7k.
- Salary & Locum costs - 2021 plans for employing a Nurse Practitioner who could cover the Doctor's annual leave will not be implemented, and this reduction of £36k has been moved to the cost of Locum cover for 2022.
- Recruitment costs – No budget for 2022, a saving of £10k compared to 2021.
- Safeguarding – As per the resolution of Chief Pleas at the Michaelmas meeting, the cost of safeguarding has moved to the Medical & Emergencies Budget. This has added an additional £14k to the Committee's budget for 2022.

Douzaine Committee (including Public Works, Constables & Procureur)

- Public Works – The 2022 budget includes plans for a quarry worker to coordinate the recycling skips sent to Guernsey, and implementation of the Island Recycling scheme. It is planned this will greatly reduce the cost of sending contaminated skips to Guernsey and reduce the amount of rubbish burned, saving oil costs. Whilst the 2022 budget is £3k more than last year, this is a reduction in the anticipated actual costs for 2021. The Public Works labour costs has increased by £19k, but this is mitigated by savings of £12k on Island labour costs.
- Island Works programme – There is a budget of £15k for essential works to the Pilcher Monument during 2022.
- Island Property maintenance – This budget has increased by £6.6k for 2022. Little maintenance was needed during 2021, so this is a prudent budget for 2022.
- Constables – There is provision for additional training for the Island Constables and Assistant Constables during 2022. This had added £3.4k to the budget.
- Procureur costs – An additional £8k has been provided for in 2022 to cover any increases in costs.

Capital Expenditure

Proposed Capital Expenditure for 2022 is presented in Appendix 4. In an ideal position, capital expenditure should not exceed the depreciation charge for the year, as this will have a zero impact on cash outflow. The proposed capital budget for 2021 is for £78k. The depreciation charge for 2022 is forecast at £56.4k. This means the cash outflow on assets compared to depreciation is £21k. This is a level that P&F is comfortable with as the budget includes essential works such as the Harbour Hill resurfacing.

Budgets for 2023 and 2024

The presented budget includes projections for 2023 and 2024. This has highlighted some major increases in expenditure, most notably the cost of Guernsey education and accommodation, and essential works on the Coupee and Old Island Hall. Direct taxes will need to be increased by 3% in 2023 and 5% in 2024, and other major income streams by 2.5% to meet this increase.

In Conclusion

The income proposals in total are planned to raise £1,532,848 to meet the budgeted net Committee expenditure of £1,529,981 resulting in a small surplus of £2,866. The Policy & Finance Committee recommend the Propositions that follow, and request that Chief Pleas approve them.

Proposition 1 -

That the rate of Property Tax be increased to £15.50 per quarter for the year 2022

Proposition 2 -

That the minimum rate of Personal Capital Tax be increased to £491 for the year 2022

Proposition 3 -

That the maximum rate of Personal Capital Tax be increased to £9,817 for the year 2022

Proposition 4 -

That the forfeit factor for the calculation of Personal Capital Tax remains at 2.5 for the year 2022

Proposition 5 -

That the net asset fraction for the calculation of Personal Capital Tax remains at 0.39% for the year 2022

Proposition 6 -

That the Personal Capital Tax of an individual who is liable to pay Property Tax as the Possessor of Real Property which is their principal dwelling, and whose net capital assets are below the Minimum Asset Rate, shall remain at £Nil.

Proposition 7 -

That Chief Pleas approves the Ordinance entitled “The Direct Taxes for 2022 (Sark) Ordinance, 2021

Proposition 8 –

That Chief Pleas approves the Income and Expenditure budget for the year 2022.

Proposition 9 –

That Chief Pleas approves the Capital Expenditure budget for the year 2022.

**Conseiller John Guille
Chairman, Policy & Finance Committee**

ISLAND OF SARK - 2022 BUDGET

ISLAND OF SARK - 2022 BUDGET							
BUDGET FOR THE YEAR TO 31 DECEMBER 2022	2021 Budget	2021 FY Forecast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021	2023 Budget	2024 Budget
SARK OVERALL - SUMMARY OF INCOME & EXPENDITURE							
CENTRAL INCOME (Page 1)	(£1,442,120)	(£1,479,366)	£37,246	(£1,532,848)	£90,728	(£1,567,553)	(£1,628,112)
Policy & Finance (Page 2)	£613,192	£604,839	£8,353	£651,557	(£38,365)	£647,890	£658,923
Education (Page 3)	£238,702	£225,161	£13,541	£264,970	(£26,268)	£317,349	£316,480
Tourism (Page 4)	£93,650	£46,179	£47,471	£80,935	£12,715	£76,325	£77,171
Agriculture, Environment, Sea Fisheries and Pilotage (Page 4)	£17,478	£9,179	£8,299	£11,863	£5,615	£12,291	£11,716
Harbours and Shipping (Page 5)	£3,280	£1,280	£2,001	(£317)	£3,597	(£3,208)	(£3,115)
Medical & Emergency Services (Page 5)	£153,256	£139,267	£13,989	£164,955	(£11,699)	£164,452	£167,973
Douzaine (Pages 6 to 7)	£319,260	£333,722	(£14,462)	£356,019	(£36,759)	£346,788	£393,430
NET COMMITTEE EXPENDITURE	£1,438,818	£1,359,626	£79,192	£1,529,981	(£91,163)	£1,561,885	£1,622,578
OVERALL (SURPLUS) / DEFICIT	(£3,302)	(£119,740)	£116,438	(£2,866)	(£435)	(£5,668)	(£5,534)
CENTRAL INCOME BUDGET							
INCOME							
Direct Taxation	(£856,000)	(£881,516)	£25,516	(£907,696)	£51,696	(£934,926)	(£981,673)
Impot	(£328,000)	(£369,793)	£41,793	(£365,000)	£37,000	(£374,125)	(£383,478)
Property transfer tax	(£125,000)	(£91,832)	(£33,168)	(£114,000)	(£11,000)	(£116,850)	(£119,771)
Poll tax	(£40,000)	(£44,297)	£4,297	(£60,000)	£20,000	(£61,500)	(£63,038)
Investment income	(£6,300)	(£6,316)	£16	(£6,300)	£0	(£6,300)	(£6,300)
Rental income from 3 x school houses	(£36,720)	(£27,590)	(£9,130)	(£25,152)	(£11,568)	(£25,152)	(£25,152)
Licences etc	(£30,000)	(£28,758)	(£1,242)	(£30,000)	£0	(£30,000)	(£30,000)
Rents & ground rents	(£4,400)	(£3,302)	(£1,098)	(£2,500)	(£1,900)	(£2,500)	(£2,500)
Import duties / lottery	(£5,500)	(£5,846)	£346	(£5,500)	£0	(£5,500)	(£5,500)
Court & registration fees	(£3,000)	(£840)	(£2,160)	(£2,500)	(£500)	(£2,500)	(£2,500)
Hotel & liquor licences	(£5,200)	(£5,235)	£35	(£5,200)	£0	(£5,200)	(£5,200)
DCC application fees	(£1,000)	(£2,056)	£1,056	(£2,000)	£1,000	(£2,000)	(£2,000)
Other	(£1,000)	(£11,985)	£10,985	(£7,000)	£6,000	(£1,000)	(£1,000)
TOTAL INCOME	(£1,442,120)	(£1,479,366)	£37,246	(£1,532,848)	£90,728	(£1,567,553)	(£1,628,112)

BUDGET FOR THE YEAR TO 31 DECEMBER 2022	2021 Budget	2021 FY Forecast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021	2023 Budget	2024 Budget
POLICY & FINANCE BUDGET							
EXPENDITURE							
Seigneur and Officers	£100,023	£98,083	£1,940	£100,626	(£603)	£103,142	£105,720
Chief Secretary & Committee Support Staff	£107,219	£93,694	£13,525	£115,350	(£8,131)	£125,098	£128,226
Treasury Function	£46,671	£46,036	£636	£47,186	(£515)	£48,366	£49,575
Total Pay costs	£253,913	£237,813	£16,101	£263,163	(£9,250)	£276,606	£283,521
Staff professional development & training	£1,800	£1,235	£565	£1,000	£800	£1,000	£1,000
Professional development & training	£1,800	£1,235	£565	£1,000	£800	£1,000	£1,000
Depreciation charge for the year	£49,500	£49,500	£0	£56,482	(£6,982)	£59,926	£60,000
Capital Asset Depreciation	£49,500	£49,500	£0	£56,482	(£6,982)	£59,926	£60,000
Heat & Light	£8,000	£6,796	£1,204	£7,000	£1,000	£7,000	£7,000
North End Electricity (2021 in Unforeseen)	£0	£0	£0	£15,000	(£15,000)	£0	£0
Total Heat & light	£8,000	£6,796	£1,204	£22,000	(£14,000)	£7,000	£7,000
Law Officers	£67,848	£67,848	£0	£69,544	(£1,696)	£71,283	£73,065
Electricity Commissioner	£20,000	£21,195	(£1,195)	£20,000	£0	£20,000	£20,000
Other Professional fees	£20,000	£15,000	£5,000	£20,000	£0	£20,000	£20,000
Legal Aid	£27,000	£27,000	£0	£27,000	£0	£27,000	£27,000
Insurance	£48,500	£51,899	(£3,399)	£53,196	(£4,696)	£54,526	£55,890
Tax Administration	£7,500	£7,280	£220	£7,175	£325	£7,354	£7,538
Seneschal	£11,500	£8,043	£3,457	£12,000	(£500)	£12,000	£12,000
Audit Fees	£6,000	£3,925	£2,075	£3,000	£3,000	£3,075	£3,152
Sark 2022 Census	£0	£0	£0	£4,000	(£4,000)	£0	£0
Legal, Professional, Insurance & Audit	£208,348	£202,190	£6,158	£215,916	(£7,568)	£215,239	£218,645
Police and Customs	£10,000	£10,000	£0	£10,000	£0	£10,000	£10,000
Prisoners	£5,000	£5,000	£0	£5,000	£0	£5,000	£5,000
Police, Customs & Prisons	£15,000	£15,000	£0	£15,000	£0	£15,000	£15,000
Office Expenses	£20,000	£22,545	(£2,545)	£22,000	(£2,000)	£22,550	£23,114
Digimap	£2,831	£2,826	£5	£2,897	(£66)	£2,969	£3,043
Civic Entertaining	£8,000	£8,013	(£13)	£6,500	£1,500	£2,000	£1,000
Hansard	£2,400	£1,793	£607	£2,200	£200	£2,200	£2,200
Administration, Office & Other Expenses	£33,231	£35,177	(£1,946)	£33,597	(£366)	£29,719	£29,357
New Hall	£10,000	£10,000	(£0)	£10,000	£0	£10,000	£10,000
St John Marine Ambulance	£5,000	£5,000	£0	£5,000	£0	£5,000	£5,000
St Peter's Church	£2,000	£2,000	£0	£2,000	£0	£2,000	£2,000
Methodist Church	£500	£500	£0	£500	£0	£500	£500
Sark Community Blooms	£250	£250	£0	£250	£0	£250	£250
Island games	£0	£0	£0	£1,000	(£1,000)	£0	£1,000
RNLI	£650	£650	£0	£650	£0	£650	£650
Grants	£18,400	£18,400	(£0)	£19,400	(£1,000)	£18,400	£19,400
Unforeseen expenditure	£25,000	£38,729	(£13,729)	£25,000	£0	£25,000	£25,000
Budget Reserve - Unforeseen expenses	£25,000	£38,729	(£13,729)	£25,000	£0	£25,000	£25,000
TOTAL POLICY & FINANCE (SURPLUS)/DEFICIT	£613,192	£604,839	£8,353	£651,557	(£38,365)	£647,890	£658,923

BUDGET FOR THE YEAR TO 31 DECEMBER 2022	2021 Budget	2021 FY Forecast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021	2023 Budget	2024 Budget
EDUCATION BUDGET							
INCOME							
Parental contributions/donations towards Guernsey tuition	(£6,200)	(£11,244)	£5,044	(£37,767)	£31,567	(£43,400)	(£36,167)
TOTAL INCOME	(£6,200)	(£11,244)	£5,044	(£37,767)	£31,567	(£43,400)	(£36,167)
EXPENDITURE							
Teachers salaries	£125,881	£115,336	£10,545	£110,004	£15,877	£123,962	£127,061
Support staff	£19,730	£30,997	(£11,268)	£35,548	(£15,818)	£36,437	£37,327
Cleaning staff	£4,390	£4,353	£37	£4,461	(£72)	£4,573	£4,687
Total Staff Salary costs	£150,000	£150,686	(£686)	£150,013	(£13)	£164,971	£169,075
Pension Contributions	£7,553	£6,920	£633	£6,600	£953	£7,438	£7,624
Pension Contributions	£7,553	£6,920	£633	£6,600	£953	£7,438	£7,624
Total School Pay costs	£157,553	£157,606	(£53)	£156,613	£939	£172,409	£176,699
Safeguarding Officer - Salary	£4,000	£7,000	(£3,000)	£0	£4,000	£0	£0
Director of Education or equivalent agreement with Guernsey	£22,616	£16,999	£5,617	£21,000	£1,616	£21,000	£21,000
Total other salary costs	£26,616	£23,999	£2,617	£21,000	£5,616	£21,000	£21,000
TOTAL PAY COSTS	£184,169	£181,605	£2,564	£177,613	£6,555	£193,409	£197,699
Safeguarding Officer - Expenses	£1,000	£2,037	(£1,037)	£0	£1,000	£0	£0
Director of Education (or equivalent) - Expenses	£3,000	£801	£2,199	£2,400	£600	£2,400	£2,400
CPD and Training	£6,000	£1,076	£4,924	£6,000	£0	£6,000	£6,000
Total Expenses, CPD and Training	£10,000	£3,915	£6,085	£8,400	£1,600	£8,400	£8,400
IT Technical support and website	£0	£358	(£358)	£500	(£500)	£500	£500
Pupil Materials, stationery & equipment	£5,000	£5,654	(£654)	£6,000	(£1,000)	£6,000	£6,000
Total Resources	£5,000	£6,013	(£1,013)	£6,500	(£1,500)	£6,500	£6,500
Oil	£3,000	£2,372	£628	£2,500	£500	£2,500	£2,500
Electricity	£4,500	£2,093	£2,407	£2,500	£2,000	£2,500	£2,500
Building maintenance (inc sewage)	£2,000	£920	£1,080	£6,000	(£4,000)	£6,000	£6,000
Window cleaning & gardening	£500	£300	£200	£2,223	(£1,723)	£2,223	£2,781
Total maintenance, window cleaning & gardening	£10,000	£5,684	£4,316	£13,223	(£3,223)	£13,223	£13,781
Guernsey Accommodation	£10,000	£10,461	(£461)	£37,200	(£27,200)	£59,933	£53,733
Guernsey Based Tuition	£12,333	£24,667	(£12,333)	£44,400	(£32,067)	£71,533	£64,133
Guernsey based costs	£22,333	£35,128	(£12,794)	£81,600	(£59,267)	£131,467	£117,867
Learning Hub Costs	£5,000	£0	£5,000	£0	£5,000	£0	£0
On Line GCSEs	£1,400	£1,311	£89	£1,400	£0	£750	£1,400
Home Education costs	£6,400	£1,311	£5,089	£1,400	£5,000	£750	£1,400
Recruitment & Removal costs	£7,000	£2,750	£4,250	£14,000	(£7,000)	£7,000	£7,000
Total Recruitment & Removals	£7,000	£2,750	£4,250	£14,000	(£7,000)	£7,000	£7,000
TOTAL EXPENDITURE	£244,902	£236,405	£8,497	£302,736	(£57,834)	£360,749	£352,647
TOTAL EDUCATION (SURPLUS)/DEFICIT	£238,702	£225,161	£13,541	£264,970	(£26,268)	£317,349	£316,480

BUDGET FOR THE YEAR TO 31 DECEMBER 2022	2021 Budget	2021 FY Forecast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021	2023 Budget	2024 Budget
TOURISM BUDGET							
INCOME							
Income from Island Advertising & Marketing	(£6,450)	(£3,005)	(£3,445)	(£6,750)	£300	(£7,000)	(£7,000)
Income from Accommodation/catering permits	(£5,750)	(£7,126)	£1,376	(£7,000)	£1,250	(£7,000)	(£7,000)
Income from water testing	(£3,680)	(£975)	(£2,705)	(£3,520)	(£160)	(£3,500)	(£3,500)
Income from visitor moorings	£0	(£1,860)	£1,860	(£655)	£655	(£500)	(£500)
Income from mobility scooter hire	£0	(£3,228)	£3,228	(£1,790)	£1,790	(£1,750)	(£1,750)
Income from Shop Sales & Activities	(£8,300)	£0	(£8,300)	£0	(£8,300)	£0	£0
TOTAL INCOME	(£24,180)	(£16,194)	(£7,986)	(£19,715)	(£4,465)	(£19,750)	(£19,750)
EXPENDITURE							
Salaries of Visitor Officers	£36,000	£34,544	£1,456	£33,500	£2,500	£33,825	£34,671
Pay	£36,000	£34,544	£1,456	£33,500	£2,500	£33,825	£34,671
Advertising & Media Visits	£35,000	£5,475	£29,525	£35,000	£0	£35,000	£35,000
Printing, production & distribution costs	£14,000	£2,723	£11,278	£11,000	£3,000	£11,000	£11,000
Website	£9,000	£8,607	£393	£7,000	£2,000	£3,000	£1,000
QR Code/Tourism App Development	£0	£0	£0	£500	(£500)	£0	£2,000
Moorings - sponsorship of maintenance costs	£2,750	£2,750	£0	£2,750	£0	£2,750	£2,750
Advertising & Promotion	£60,750	£19,554	£41,196	£56,250	£4,500	£51,750	£51,750
Office & other expenses	£8,500	£3,117	£5,383	£4,500	£4,000	£5,000	£5,000
Heat & Light	£2,400	£2,223	£177	£2,400	£0	£2,500	£2,500
Events Assistance	£0	£11	(£11)	£1,000	(£1,000)	£0	£0
Other Expenses	£10,900	£5,351	£5,549	£7,900	£3,000	£7,500	£7,500
Water testing	£3,680	£2,924	£756	£3,000	£680	£3,000	£3,000
Water Testing costs	£3,680	£2,924	£756	£3,000	£680	£3,000	£3,000
Shop Expenditure	£6,500	£0	£6,500	£0	£6,500	£0	£0
Shop Expenditure	£6,500	£0	£6,500	£0	£6,500	£0	£0
TOTAL EXPENDITURE	£117,830	£62,373	£55,457	£100,650	£17,180	£96,075	£96,921
TOTAL TOURISM (SURPLUS)/DEFICIT	£93,650	£46,179	£47,471	£80,935	£12,715	£76,325	£77,171
AGRICULTURE, ENVIRONMENT, SEA FISHERIES & PILOTAGE BUDGET							
INCOME							
Slaughterhouse Management	(£8,500)	(£8,300)	(£200)	(£11,896)	£3,396	(£12,788)	(£13,658)
TOTAL INCOME	(£8,500)	(£8,300)	(£200)	(£11,896)	£3,396	(£12,788)	(£13,658)
EXPENDITURE							
Sea Fisheries retainers	£600	£600	£0	£600	£0	£600	£600
Pay	£600	£600	£0	£600	£0	£600	£600
Agriculture & Environment	£5,900	£633	£5,267	£1,500	£4,400	£5,500	£5,500
Preventative Measures	£2,000	£1,350	£650	£2,000	£0	£2,000	£2,000
Slaughterhouse Management	£15,478	£12,927	£2,551	£17,659	(£2,181)	£14,979	£15,274
Sea Fisheries	£2,000	£1,969	£30	£2,000	(£0)	£2,000	£2,000
Non Pay	£25,378	£16,879	£8,499	£23,159	£2,219	£24,479	£24,774
TOTAL EXPENDITURE	£25,978	£17,479	£8,499	£23,759	£2,219	£25,079	£25,374
TOTAL AGRICULTURE/SEA FISHERIES (SURPLUS)/DEFICIT	£17,478	£9,179	£8,299	£11,863	£5,615	£12,291	£11,716

BUDGET FOR THE YEAR TO 31 DECEMBER 2022	2021 Budget	2021 FY Forecast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021	2023 Budget	2024 Budget
HARBOURS & SHIPPING BUDGET							
INCOME							
Crane Income	(£19,000)	(£23,793)	£4,793	(£24,000)	£5,000	(£25,000)	(£26,000)
Harbour Services	(£32,000)	(£31,577)	(£422)	(£31,727)	(£273)	(£34,329)	(£34,329)
Harbour Dues	(£4,000)	(£4,166)	£166	(£6,500)	£2,500	(£6,750)	(£7,000)
Harbour Rents & Sundry	(£2,000)	(£2,438)	£438	(£2,400)	£400	(£2,400)	(£2,400)
TOTAL INCOME	(£57,000)	(£61,974)	£4,975	(£64,627)	£7,627	(£68,479)	(£69,729)
EXPENDITURE							
Harbourmasters	£38,000	£41,031	(£3,031)	£40,000	(£2,000)	£41,000	£42,025
Quayhands & harbour support	£3,000	£0	£3,000	£0	£3,000	£0	£0
Crane Operation	£10,280	£11,612	(£1,332)	£12,420	(£2,140)	£12,730	£13,049
Pay	£51,280	£52,642	(£1,362)	£52,420	(£1,140)	£53,730	£55,074
Harbourmasters training & expenses	£500	£1,031	(£531)	£750	(£250)	£400	£400
Harbour Repairs & running costs	£4,000	£4,431	(£431)	£6,640	(£2,640)	£6,640	£6,640
Crane Expenses	£4,500	£5,150	(£650)	£4,500	£0	£4,500	£4,500
Non Pay	£9,000	£10,611	(£1,611)	£11,890	(£2,890)	£11,540	£11,540
TOTAL EXPENDITURE	£60,280	£63,254	(£2,974)	£64,310	(£4,030)	£65,270	£66,614
TOTAL HARBOUR & SHIPPING (SURPLUS)/DEFICIT	£3,280	£1,280	£2,001	(£317)	£3,597	(£3,208)	(£3,115)
MEDICAL & EMERGENCY SERVICES BUDGET							
INCOME							
Practice Consultancy Fees	(£47,800)	(£54,582)	£6,782	(£52,000)	£4,200	(£52,000)	(£52,000)
PSF Dispensing Fees	(£17,500)	(£19,484)	£1,984	(£18,000)	£500	(£18,000)	(£18,000)
TOTAL INCOME	(£65,300)	(£74,066)	£8,766	(£70,000)	£4,700	(£70,000)	(£70,000)
EXPENDITURE							
Practice salaries	£170,451	£144,536	£25,915	£136,612	£33,839	£135,852	£139,173
Total pay costs	£170,451	£144,536	£25,915	£136,612	£33,839	£135,852	£139,173
Locum cover (and travel exps)	£0	£37,917	(£37,917)	£45,900	(£45,900)	£46,000	£46,000
Health & other visitors	£2,000	(£2,597)	£4,597	£2,000	£0	£2,000	£2,000
Indemnity Insurance	£11,500	£11,598	(£98)	£12,600	(£1,100)	£12,800	£13,000
CFR training and equipment	£1,000	£0	£1,000	£1,500	(£500)	£1,500	£1,500
Recruitment costs	£10,000	£0	£10,000	£0	£10,000	£0	£0
Locum, Insurance & Recruitment costs	£24,500	£46,919	(£22,419)	£62,000	(£37,500)	£62,300	£62,500
Safeguarding officer & expenses	£0	£0	£0	£14,000	(£14,000)	£14,000	£14,000
Safeguarding costs	£0	£0	£0	£14,000	(£14,000)	£14,000	£14,000
Phones & IT costs	£4,000	£4,113	(£113)	£4,500	(£500)	£4,500	£4,500
Heat & Light	£1,000	£773	£228	£500	£500	£500	£500
Surgery Supplies	£5,000	£4,308	£692	£4,000	£1,000	£4,000	£4,000
Other expenses	£4,000	£3,462	£538	£3,000	£1,000	£3,000	£3,000
SumUp Charges	£0	£232	(£232)	£300	(£300)	£300	£300
Total other medical costs	£14,000	£12,887	£1,113	£12,300	£1,700	£12,300	£12,300
Crew pay, equipment checks, maintenance & running costs	£9,605	£8,991	£614	£10,043	(£438)	£10,000	£10,000
Total Fire Service costs	£9,605	£8,991	£614	£10,043	(£438)	£10,000	£10,000
TOTAL EXPENDITURE	£218,556	£213,333	£5,223	£234,955	(£16,399)	£234,452	£237,973
TOTAL MEDICAL & EMERGENCY SERVICES (SURPLUS)/DEFICIT	£153,256	£139,267	£13,989	£164,955	(£11,699)	£164,452	£167,973

BUDGET FOR THE YEAR TO 31 DECEMBER 2022	2021 Budget	2021 FY Forecast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021	2023 Budget	2024 Budget
DOUZAINES BUDGET							
INCOME - PUBLIC WORKS							
Charges - Waste / Sewage	(£80,000)	(£66,196)	(£13,804)	(£80,000)	£0	(£84,000)	(£85,000)
TOTAL INCOME	(£80,000)	(£66,196)	(£13,804)	(£80,000)	£0	(£84,000)	(£85,000)
EXPENDITURE - PUBLIC WORKS							
Public works salary costs	£35,000	£56,856	(£21,856)	£54,000	(£19,000)	£55,350	£56,734
Salary costs	£35,000	£56,856	(£21,856)	£54,000	(£19,000)	£55,350	£56,734
Sewage costs	£7,000	£1,373	£5,627	£6,500	£500	£6,500	£6,500
Refuse costs	£33,000	£48,650	(£15,650)	£36,000	(£3,000)	£40,000	£40,000
Sewage & Rubbish costs	£40,000	£50,023	(£10,023)	£42,500	(£2,500)	£46,500	£46,500
TOTAL EXPENDITURE - PUBLIC WORKS	£75,000	£106,879	(£31,879)	£96,500	(£21,500)	£101,850	£103,234
TOTAL PUBLIC WORKS (SURPLUS)/DEFICIT	(£5,000)	£40,683	(£45,683)	£16,500	(£21,500)	£17,850	£18,234
EXPENDITURE - ISLAND WORKS							
Island workers	£10,000	£5,356	£4,644	£10,800	(£800)	£11,070	£11,347
Island workers - casuals (graveyards, tree work etc)	£3,500	£2,618	£882	£3,600	(£100)	£4,000	£4,000
Materials (Gallery stores, inc diesel)	£5,000	£4,017	£983	£5,000	£0	£5,000	£5,000
Other costs	£5,000	£1,508	£3,492	£16,000	(£11,000)	£1,000	£1,000
Total Island Works programme	£23,500	£13,499	£10,001	£35,400	(£11,900)	£21,070	£21,347
Island workers (skimming, gutters, leaves etc)	£35,000	£21,781	£13,219	£23,050	£11,950	£23,626	£24,217
Road contractor (labour & materials)	£15,000	£15,264	(£264)	£15,000	£0	£15,000	£15,000
Total Roads costs	£50,000	£37,045	£12,955	£38,050	£11,950	£38,626	£39,217
Island workers (maintenance & washing down)	£7,000	£5,138	£1,862	£6,600	£400	£6,765	£6,934
Machinery repairs (Avenue workshop)	£15,000	£14,989	£11	£12,000	£3,000	£12,000	£12,000
Total Machinery Maintenance costs	£22,000	£20,127	£1,873	£18,600	£3,400	£18,765	£18,934
Island workers	£25,450	£22,934	£2,516	£26,000	(£550)	£26,650	£27,316
Signposts & other repairs	£1,500	£1,067	£433	£500	£1,000	£500	£500
Maintenance of cliff paths and signpost maintenance	£26,950	£24,002	£2,948	£26,500	£450	£27,150	£27,816
Island workers - (cleaning)	£9,750	£9,887	(£137)	£10,134	(£384)	£10,387	£10,647
Materials/supplies & electricity	£3,240	£3,751	(£511)	£3,500	(£260)	£3,000	£3,000
Toilets & Harbour Store costs	£12,990	£13,638	(£648)	£13,634	(£644)	£13,387	£13,647
TOTAL EXPENDITURE - ISLAND WORKS	£135,440	£108,311	£27,129	£132,184	£3,256	£118,998	£120,961
Medical Centre	£3,750	£3,920	(£170)	£4,000	(£250)	£2,000	£2,000
School Houses	£8,250	£5,737	£2,513	£7,000	£1,250	£6,000	£6,000
Trustee Property maintenance	£12,000	£9,657	£2,343	£11,000	£1,000	£8,000	£8,000
Committee building and Fire Station	£360	£1,527	(£1,167)	£2,160	(£1,800)	£2,500	£2,500
Court/Assembly Room	£360	£302	£58	£1,800	(£1,440)	£2,500	£2,500
La Coupee	£2,560	£0	£2,560	£2,500	£60	£5,000	£25,000
Visitor Centre	£360	£240	£120	£1,200	(£840)	£1,500	£1,500
Others (inc Harbour café, Prison, Old Hall)	£360	£303	£58	£3,000	(£2,640)	£2,000	£25,000
Island Property maintenance	£4,000	£2,371	£1,629	£10,660	(£6,660)	£13,500	£56,500
TOTAL PROPERTY MAINTENANCE	£16,000	£12,029	£3,971	£21,660	(£5,660)	£21,500	£64,500
TOTAL ISLAND WORKS (SURPLUS)/DEFICIT	£151,440	£120,340	£31,101	£153,844	(£2,404)	£140,498	£185,461
EXPENDITURE - GENERAL DOUZAINES COSTS							
Douzaine Secretary	£2,040	£1,633	£407	£2,400	(£360)	£2,460	£2,522
Other office/committee costs	£0	£46	(£46)	£100	(£100)	£100	£100
General Douzaine costs	£2,040	£1,679	£361	£2,500	(£460)	£2,560	£2,622
TOTAL EXPENDITURE - DOUZAINES GENERAL COSTS	£2,040	£1,679	£361	£2,500	(£460)	£2,560	£2,622

Douzaine budget continued overleaf...

BUDGET FOR THE YEAR TO 31 DECEMBER 2022	2021 Budget	2021 FY Forecast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021	2023 Budget	2024 Budget
EXPENDITURE - CONSTABLES							
Assistant Constable (office based)	£5,160	£4,861	£299	£5,125	£35	£5,253	£5,384
Constables & Assistant Constables	£35,000	£35,000	£0	£35,875	(£875)	£36,772	£37,691
Honoraria	£40,160	£39,861	£299	£41,000	(£840)	£42,025	£43,076
Constable office expenses	£6,620	£7,159	(£539)	£10,000	(£3,380)	£6,500	£6,500
Constable office expenses	£6,620	£7,159	(£539)	£10,000	(£3,380)	£6,500	£6,500
TOTAL EXPENDITURE - CONSTABLES	£46,780	£47,020	(£240)	£51,000	(£4,220)	£48,525	£49,576
EXPENDITURE - PROCUREURS							
Procureur & Deputy Procureur	£7,000	£7,000	£0	£7,175	(£175)	£7,354	£7,538
Procureur costs	£117,000	£117,000	£0	£125,000	(£8,000)	£130,000	£130,000
Total Procureur costs	£124,000	£124,000	£0	£132,175	(£8,175)	£137,354	£137,538
TOTAL EXPENDITURE - PROCURERS	£124,000	£124,000	£0	£132,175	(£8,175)	£137,354	£137,538
TOTAL DOUZAINE (SURPLUS)/DEFICIT	£319,260	£333,722	(£14,462)	£356,019	(£36,759)	£346,788	£393,430

EXAMPLES OF PROPOSED CHANGES IN DIRECT TAX

TAX PAYABLE BY:	PROPOSED 2022	ACTUAL 2021
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A person with worldwide net assets of not more than £125,897 (2021 £121,795) and not possessing any property on Sark

Minimum Personal Capital Tax	£491	£475
Cost per week	£9.44	£9.13
Percentage Increase	3.33%	

A person with worldwide net assets of not more than £125,897 (2021 £121,795) and possessing a 40 quarter dwelling

Property Tax @ £15.50 (2021 £15.00) per quarter	£620	£600
Minimum Personal Capital Tax	£491	£475
Rebate (Tax form Box 6)	(£491)	(£475)
	£620	£600
Cost per week	£11.92	£11.54
Percentage Increase	3.33%	

A person with worldwide net assets of £140,000 and possessing a 50 quarter dwelling

Property Tax @ £15.50 (2021 £15.00) per quarter	£775	£750
Personal Capital Tax @ 0.39% of net assets (2021 0.39%)	£546	£546
	£1,321	£1,296
Cost per week	£25.40	£24.92
Percentage Increase	1.93%	

A person electing to pay the forfait and possessing a 60 quarter dwelling

Property Tax @ £15.50 (2021 £15.00) per quarter	£930	£900
Personal Capital Tax @ 2.5 times (2021 x 2.5) property tax on dwelling	£2,325	£2,250
	£3,255	£3,150
Cost per week	£62.60	£60.58
Percentage Increase	3.33%	

A person electing to pay the Maximum Personal Capital Tax and possessing a 70 quarter dwelling

Property Tax @ £15.50 (2021 £15.00) per quarter	£1,085	£1,050
Maximum Personal Capital Tax	£9,817	£9,500
	£10,902	£10,550
Cost per week	£209.65	£202.88
Percentage Increase	3.33%	

The Direct Taxes for 2022 (Sark) Ordinance, 2021

THE CHIEF PLEAS OF SARK, in pursuance of their Resolution of the 17th November, 2021, and in exercise of the powers conferred on them by sections 1, 2(2), 7(a) and (i), 8(2), 10(a), (b), (d) and (h) and 20 of the Direct Taxes (Sark) Law, 2002^a, hereby order:-

Imposition of direct taxes for 2022.

1. In order to raise revenue towards financing the budgeted cost of public purposes which the Chief Pleas have resolved should be provided or undertaken, there are hereby imposed for the financial year ending on 31st December 2022 –

(a) property tax, and

(b) personal tax,

in accordance with the Law, the General Provisions Ordinance and this Ordinance.

General rates of property tax for 2022.

2. (1) The rates of property tax for 2022 are –

(a) in respect of dwellings, £15.50 per quarter,

(b) in respect of domestic outbuildings, £15.50 per quarter,

(c) in respect of tourist or guest accommodation, £15.50 per quarter,

^a Order in Council No. VII of 2003; amended by No. VI of 2008; No. XIV of 2015; No. XI of 2016; Sark Ordinance No. VI of 2015; No. XVI of 2017; No. XIII of 2018.

- (d) in respect of other commercial buildings, £15.50 per quarter,
- (e) in respect of agricultural buildings, including hay barns, £15.50 per quarter,
- (f) in respect of open land, £Nil per quarter.

(2) If a designation has been assigned to any land, building or part thereof in the Cadastre in accordance with the General Provisions Ordinance, that designation determines the classification of that land, building or part thereof for the purposes of this section.

General rate of personal capital tax for 2022.

3. Subject to sections 4 and 5 of this Ordinance, the rate of personal capital tax for 2022 payable by an individual who does not make an election in accordance with section 8(2)(b) or 8(2)(c) of the Law is 0.39% per pound of that individual's net capital assets.

Minimum and maximum personal capital tax for 2022.

4. (1) The minimum personal capital tax payable by an individual for 2022 is, subject to sections 5 and 6 of this Ordinance and section 10 of the General Provisions Ordinance, £491.00.

(2) The maximum personal capital tax payable by an individual for 2022 is £9,817.00.

Age and infirmity relief.

5. (1) This section applies to an individual who –

- (a) is aged 69 years or above on 31st December 2021, or

- (b) on 1st January 2022 holds a certificate stating that in the opinion of the Sark Medical Officer of Health the individual is permanently unfit to undertake gainful employment.

(2) An individual to whom this section applies is not liable to pay any personal capital tax for 2022 if the value of the individual's net capital assets is £150,000 or less.

Other relief.

6. (1) This section applies to an individual who is aged under 69 years on 31st December 2021 and is liable to pay property tax as possessor of real property which is the principal dwelling of that individual.

(2) An individual to whom this section applies is not liable to pay any person capital tax for 2022 if the value of the individual's net capital assets is £125,897 or less.

"Forfait" factor for 2022.

7. For the purpose of making the calculation required in the case of a person who makes an election in accordance with section 8(2)(b) of the Law, the factor prescribed for 2022 is a factor of 2.5.

Deferred and instalment payments.

8. Notwithstanding section 13(2) of the Law, an individual may elect in writing, at the same time as delivering to the Assessor the individual's own declaration and calculation of the direct tax(es) which the individual is liable to pay, or within 14 days of service upon the individual of an assessment under section 14 of the Law, to pay the individual's property tax and/or personal capital tax for 2022 –

- (a) in one lump sum, and less a discount of 2.5%, on or before 28th January 2022,

- (b) by four equal payments, on or before 28th January, 28th April, 28th July and 28th October 2022, or
- (c) by not more than nine equal monthly payments commencing on or before 28th January, 2022.

Interpretation and construction.

9. (1) In this Ordinance –

"2022" means the financial year ending on 31st December 2022,

"**employment**" includes self-employment,

"**the Law**" means the Direct Taxes (Sark) Law, 2002,

"**the General Provisions Ordinance**" means the Direct Taxes (General Provisions) (Sark) Ordinance, 2003,

and other words and expression used in this Ordinance have the same meanings as they have in the Law.

(2) This Ordinance, the General Provisions Ordinance and the Law are to be construed as one.

Citation.

10. This Ordinance may be cited as the Direct Taxes for 2022 (Sark) Ordinance, 2021.

ISLAND OF SARK - 2022 BUDGET					
CAPITAL EXPENDITURE FOR THE YEAR TO 31 DECEMBER 2022					
	2021 Budget	2021 FY F'cast	Variance FYF to Budget	TOTAL 2022 Budget	Variance 2022 to 2021
EXPENDITURE ITEM					
Corporate - Computers/Printers	£2,000	£2,416	(£416)	£2,500	(£500)
Surgery Equipment	£5,000	£784	£4,216	£0	£5,000
Replacement Fire Services breathing apparatus	£6,000	£6,000	£0	£0	£6,000
New Tractor	£0	£0	£0	£19,000	(£19,000)
Replacement / Refurbish trailers	£3,000	£3,695	(£695)	£4,500	(£1,500)
Skips x 4 for recycling	£0	£0	£0	£6,000	(£6,000)
Island Recycling bins	£0	£0	£0	£4,000	(£4,000)
Harbour Hill resurfacing	£0	£0	£0	£25,000	(£25,000)
Prison works for compliance	£0	£0	£0	£5,000	(£5,000)
3 new boilers / 2 new bathrooms / 2 new oil tanks	£37,000	£30,000	£7,000	£0	£37,000
Harbour café - front & back wall repairs + windows	£25,000	£4,733	£20,267	£0	£25,000
Finger signs	£0	£0	£0	£1,000	(£1,000)
New Fendering in Maseline (for Corsaire des Isles)	£20,000	£38,927	(£18,927)	£11,000	£9,000
TOTAL CAPITAL EXPENDITURE	£98,000	£108,345	(£10,345)	£78,000	£20,000

POLICY & FINANCE COMMITTEE

Report with Propositions to Extraordinary Chief Pleas, 17th November 2021

**THE HUMAN RIGHTS (BAILIWICK OF GUERNSEY) LAW,
2000 – AMENDMENT TO LEGISLATION**

In the 2016 judgment in the case of Hammerton v UK the European Court of Human Rights found that the UK, as the State party to the case, had breached certain rights of the applicant, Mr Hammerton, under the European Convention of Human Rights (the Convention). The breach related to a statutory bar in the Human Rights Act 1998 (the UK legislation) which prevented damages being awarded in the circumstances of a judicial act done in good faith, except to compensate a person in respect of any deprivation of liberty. The UK, under the terms of the Convention and as a Member of the Council of Europe, is obliged to implement judgments in cases to which it is party. Accordingly, the UK Government has now amended the Human Rights Act 1998 to address the lack of domestic remedy available.

The Convention was extended and given effect in the Bailiwick with the enactment of the Human Rights (Bailiwick of Guernsey) Law 2000 (the Bailiwick legislation). The Bailiwick legislation largely mirrors the UK legislation and, in a similar way, includes a statutory bar against the provision of damages being awarded in the circumstances arising in the Hammerton case.

Constitutionally, due to the Bailiwick's historic relationship with the Crown, the UK has responsibility for the Bailiwick's international relations and for ensuring that it meets human rights obligations and compliance with the Convention. In practice, it is for the Bailiwick to make legislation and policies to fulfil its international obligations. The UK Government has invited the Bailiwick authorities to consider amending its domestic human rights legislation in a similar way to the UK to ensure compliance. The UK Government would wish to see the alignment of the Bailiwick's position with the UK's to ensure that the UK and Bailiwick continue to meet their international obligations.

The Policy & Finance Committee recommends that the required legislative changes should be made to fulfil these obligations for Sark.

Therefore, the Committee ask that, after consideration of the Policy Letter entitled " The Human Rights (Bailiwick of Guernsey) Law- amendment of legislation" dated 4th August, 2021 (attached to this report), Chief Pleas agree to the following propositions:

Proposition 1 –

That Chief Pleas agree to amend section 9(2) of the Human Rights (Bailiwick of Guernsey) Law, 2000, to enable a court to award compensation to a person in respect of a judicial act done in good faith, in the circumstances set out in paragraph 2.5 of that Policy Letter.

Proposition 2 –

That Chief Pleas direct the preparation of such legislation as may be necessary to give effect to the above decision.

Conseiller John Guille
Chairman, Policy and Finance Committee

THE STATES OF DELIBERATION
of the
ISLAND OF GUERNSEY

POLICY & RESOURCES COMMITTEE

THE HUMAN RIGHTS (BAILIWICK OF GUERNSEY) LAW, 2000
– AMENDMENT OF LEGISLATION

The States are asked to decide:-

Whether, after consideration of the Policy Letter entitled “ The Human Rights (Bailiwick of Guernsey) Law- amendment of legislation” dated 4th August, 2021, they are of the opinion:-

1. to agree to amend section 9(2) of the Human Rights (Bailiwick of Guernsey) Law, 2000, to enable a court to award compensation to a person in respect of a judicial act done in good faith, in the circumstances set out in paragraph 2.5 of that Policy Letter.
2. to direct the preparation of such legislation as may be necessary to give effect to the above decision.

The above Propositions have been submitted to Her Majesty's Procureur for advice on any legal or constitutional implications in accordance with Rule 4(1) of the Rules of Procedure of the States of Deliberation and their Committees.

THE STATES OF DELIBERATION
of the
ISLAND OF GUERNSEY

POLICY & RESOURCES COMMITTEE

THE HUMAN RIGHTS (BAILIWICK OF GUERNSEY) LAW, 2000
– AMENDMENT OF LEGISLATION

The Presiding Officer
States of Guernsey
Royal Court House
St Peter Port
Guernsey

4th August, 2021

Dear Sir

1 Executive Summary

- 1.1 In the 2016 judgment in the case of *Hammerton v UK*¹, the European Court of Human Rights found that the UK, as the State party to the case, had breached certain rights of the applicant, Mr Hammerton, under the European Convention of Human Rights² (the Convention). The breach related to a statutory bar in the Human Rights Act 1998³ (the UK legislation) which prevented damages being awarded in the circumstances of a judicial act done in good faith, except to compensate a person in respect of any deprivation of liberty. The UK, under the terms of the Convention and as a Member of the Council of Europe, is obliged to implement judgments in cases to which it is party. Accordingly, the UK Government has now amended the Human Rights Act 1998 to address the lack of domestic remedy available.
- 1.2 The Convention was extended and given effect in the Bailiwick with the enactment of the Human Rights (Bailiwick of Guernsey) Law 2000⁴ (the Bailiwick legislation). The Bailiwick legislation largely mirrors the UK legislation and, in a similar way, includes a statutory bar against the provision of damages being awarded in the circumstances arising in the Hammerton case.

¹ *Hammerton v The United Kingdom* 6287/10- Judgment of the European Court of Human Rights

² [European Convention on Human Rights](#) (also known as The Convention for the Protection of Human Rights and Fundamental Freedoms)

³ [The Human Rights Act 1998](#)

⁴ [The Human Rights \(Bailiwick of Guernsey\) Law, 2000](#)

- 1.3 Constitutionally, due to the Bailiwick's historic relationship with the Crown, the UK has responsibility for the Bailiwick's international relations and for ensuring that it meets human rights obligations and compliance with the Convention. In practice, it is for the Bailiwick to make legislation and policies to fulfil its international obligations. The UK Government has invited the Bailiwick authorities to consider amending its domestic human rights legislation in a similar way to the UK to ensure compliance. The UK Government would wish to see the alignment of the Bailiwick's position with the UK's to ensure that the UK and Bailiwick continue to meet their international obligations.
- 1.4 The Policy & Resources Committee recommends that the required legislative changes should be made to fulfil these obligations for Guernsey.
- 1.5 As the legislation applies Bailiwick-wide, consultation has taken place with Alderney and Sark. The relevant committees in those islands agree that the legislative changes should be made and that this Policy Letter will be used for consideration and decision making by the three Bailiwick parliaments.
- 1.6 If approved by the three Bailiwick parliaments, a Projet de Loi will be required to introduce the legislative changes.

2 Background

- 2.1 The circumstances in the case of Hammerton v UK related to domestic child contact proceedings brought in the English courts, which resulted in Mr Hammerton's committal to prison following his breaches of an undertaking and an injunction. In 2016, the European Court of Human Rights found that Mr Hammerton's Article 6⁵ right to a fair trial under the Convention had been breached, as he had been committed to prison for a longer period than he would otherwise have been, due to a judicial act which did not allow him certain rights under Article 6. This judicial act deprived him of legal representation when deciding whether to commit him to prison. However, section 9(3) of the UK's Human Rights Act 1998 operated as a statutory bar to an award of damages, in that it did not permit Mr Hammerton to claim damages in the domestic courts in respect of a judicial act done in good faith (the principle of judicial immunity), except to compensate to the extent required by Article 5(5) of the Convention⁶ in respect of a person's deprivation of liberty.
- 2.2 Mr Hammerton then applied to the European Court of Human Rights due to the lack of domestic remedy available. The European Court of Human Rights determined that the statutory bar in Section 9(3) of the Human Rights Act 1998, which prevented a remedy being obtained as a result of a judicial act in good

⁵ [European Convention on Human Rights, Article 6](#) pages 9-10

⁶ [European Convention on Human Rights, Article 5](#) page 8

faith, was a breach of Article 13 of the Convention⁷, regarding a person's right to obtain an effective remedy.

- 2.3 The UK remains committed to the Convention. The EU-UK Trade and Cooperation Agreement⁸ agreed following the UK's withdrawal from the EU, includes provisions relating to these continuing obligations. The Council of Europe's Committee of Ministers monitors the implementation process for judgments by the European Court of Human Rights for Member States. The UK, under the terms of the Convention, as a Member State of the Council of Europe and as the State Party to Convention, is obliged to implement judgments in cases to which it is party. Accordingly, in order to implement the Hammerton judgment, the UK government decided to amend its Human Rights legislation by removing the statutory bar on the award of damages in these circumstances.
- 2.4 Following scrutiny by the Houses of Parliament's Joint Committee of Human Rights of the proposed amendment, as set out in the Joint Committee's Report in November 2018⁹, the final amendment introduced by the UK Government provided for a slightly wider scope for an award of damages to be made than originally proposed.¹⁰ The UK Government has now completed the process to amend its legislation and the amended legislation came into force in October 2020.
- 2.5 The amendment to the UK legislation makes the following changes in terms of remedies. In addition to the existing a provision for compensation under Article 5(5) of the Convention for deprivation of liberty, the amendment now enables the UK courts to award damages to compensate a person in respect of a judicial act done in good faith where:
- the judicial act is incompatible with Article 6, and
 - the breach of Article 6 causes the person to be
 - (i) detained when they would not otherwise have been, or
 - (ii) subjected to a longer period of detention than they would otherwise have been.
- 2.6 The UK Government has now invited the Bailiwick authorities to consider amending its domestic human rights legislation in a similar way. This would be amended by including a provision to amend S9(2) of the Human Rights (Bailiwick of Guernsey) Law, 2000.

⁷ [European Convention on Human Rights, Article 13](#) page 13

⁸ [Trade and Cooperation Agreement between the United Kingdom of Great Britain and Northern Ireland, of the one part, and the European Union and the European Atomic Energy Community, of the other part](#) – signed in Brussels and London 30 December 2020, full text available on gov.uk, Article 524

⁹ [Joint Committee on Human Rights Report](#) published 21 November 2018

¹⁰ [Draft Human Rights Act 1998 \(Remedial\) Order 2019](#) published 15 October 2019

3 Previous States of Deliberation and Bailiwick decisions regarding the European Convention of Human Rights

- 3.1 Following the consideration by the States of Deliberation in April 2000 and the making of relevant resolutions to introduce human rights legislation for the Bailiwick¹¹, the European Convention of Human Rights was extended and given effect in the Bailiwick by way of enactment of the Human Rights (Bailiwick of Guernsey) Law, 2000. The Bailiwick legislation came into force in September 2006.¹²
- 3.2 The Bailiwick legislation largely mirrors the UK legislation. Section 9(2) of the Human Rights (Bailiwick of Guernsey) Law, 2000 follows the wording of the unamended UK legislation regarding judicial acts and, therefore, no damages nor effective remedy would be available in respect of a breach resulting from a judicial act done in good faith should a similar case to Hammerton come before the Bailiwick courts in the future.
- 3.3 The Law Officers of the Crown have advised that the Bailiwick legislation should be amended in a similar way to the UK's legislation, to remedy the current incompatibility of the legislation with the Convention. If the States recommends that the changes are introduced, a Projet de Loi would need to be prepared to amend the legislation as the amendment will introduce new provisions.
- 3.4 The UK Government wishes the Bailiwick's position to be aligned to ensure that the UK continues to meet its international obligations and in order to protect its reputation. The UK has a responsibility for the international relations of the Bailiwick, including monitoring compliance with the Convention. If the Bailiwick refused to make similar provision to the UK by not amending its legislation and a situation like Hammerton arose, with one of the Bailiwick jurisdictions found to be in contravention of the Convention, this would potentially place the UK, as a Member of the Council of Europe, in breach of its Convention obligations.

4 Engagement and Consultation

- 4.1 The Law Officers have been consulted and have provided advice, as set out in this Policy Letter.
- 4.2 The Human Rights (Bailiwick of Guernsey) Law, 2000 is a Bailiwick-wide law. Consultation has taken place with Alderney and Sark regarding the proposed amendment. Alderney and Sark's Policy & Finance Committees¹³ have confirmed

¹¹ Policy Letter "Incorporation of the European Convention for the Protection of Human Rights and Fundamental Freedoms into Bailiwick Legislation" by the States Advisory and Finance Committee, Billet d'État IX of 2000 and Resolutions of 5th April, 2000 (not available online)

¹² [The Human Rights \(Bailiwick of Guernsey\) Law 2000, \(Commencement\) Ordinance, 2006](#)

¹³ Sark P&F Committee decision 18 May 2021, Alderney P&F Committee decision 20 May 2021

their agreement to the amendment of the Bailiwick legislation. These Committees have also agreed that they are content for the same Policy Letter to be used for the three jurisdictions parliaments, at or about the same time.

- 4.3 Discussions are taking place with the Ministry of Justice, at officer level, as the UK Government Department responsible for the implementation of judgments of the European Court of Human Rights and with responsibility for managing the UK's constitutional relationship with the Bailiwick, regarding the steps being taken to amend the Bailiwick legislation.

5 Conclusion and Recommendations

- 5.1 It is recommended that the Bailiwick legislation is amended in a similar way to the UK legislation, as outlined in Section 2.5 of this Policy Letter, to provide a remedy in those defined circumstances and to ensure that the Bailiwick continues to meet its Convention obligations.

6 Compliance with Rule 4

- 6.1 Rule 4 of the Rules of Procedure of the States of Deliberation and their Committees sets out the information which must be included in, or appended to, motions laid before the States.
- 6.2 Rule 4(1)(a) - The Propositions for this Policy Letter relate to the States' objectives and policy plans for managing the States' international obligations¹⁴, by ensuring compliance with the Convention obligations.
- 6.3 Rule 4(1)(b) - The Committee's engagement and consultation with other parties is outlined in section 4, in accordance with Rule 4(1)(b).
- 6.4 Rule 4(1)(c) - The Propositions have been submitted to Her Majesty's Procureur for advice on any legal or constitutional implications.
- 6.5 Rule 4(1)(d) - There are no financial implications from these proposals and no additional resources will be required to fulfil these Propositions.
- 6.6 Rule 4(2)(a) - The Propositions relate to the purpose, policy responsibilities and duties of the Policy & Resources Committee in terms of its responsibilities for external relations and international and constitutional affairs, which includes the Island's constitutional position.
- 6.7 Rule 4(2)(b) - It is confirmed that the Propositions have the unanimous support

¹⁴ Policy & Resources Committee - [Government Work Plan 2021-2025](#). Billet d'État XV of 2021 (Stage 2 of GWP) (including pages 18-20, 40 and 41) and Resolutions of 23rd July, 2021

of the members of the Committee.

Yours faithfully

Policy & Resources Committee

P T R Ferbrache
President

H J Soulsby
Vice-President

M A J Helyar
J P Le Tocq
D J Mahoney

POLICY & FINANCE COMMITTEE

Report with proposition to Extraordinary Meeting, 17th November 2021

SARK CENSUS

Following the approval of the Projet de Loi at the Midsummer Chief Pleas meeting held on the 7th July 2021, the Law has received Royal Sanction and was registered at the Royal Court in Guernsey on the 18th October 2021. The Law will be registered in the Sark Court in due course. The census will provide information on the size and characteristics of the population of Sark. It represents Sark's single largest statistics gathering exercise. The figures will assist Chief Pleas to shape everyone's future as the basis for effective public services for the next decade. The census is used to provide a count of the population of Sark at a point in time and will record the basic population characteristics such as age, gender and tenure, and other particulars which are considered relevant to planning for the future, of persons who live in Sark.

The Law requires an Ordinance to be enacted setting out the details of a forthcoming census, including the date when the census will be held and the procedural arrangements necessary for the carrying out of the census. The proposed list of questions is set out in the Appendix, no further questions will be asked, however the presentation may differ in the final form. The Schedule to the Projet delimits the areas in relation to which questions may be asked. Questions have been tailored to meet Sark specific matters, including leaseholds, seasonal and temporary workers and self-employed residents working from home. The Law provides that information obtained from a census must be used only for statistical purposes or analysis and must not be disclosed in a form that may identify any individual or household. Non-compliance with the non-disclosure provisions will be an offence as will non-compliance with the requirements to provide information.

Proposition -

That Chief Pleas authorises the Policy & Finance Committee to instruct the Law Officers of the Crown to prepare an Ordinance which shall determine the date for the implementation of the Census and procedural matters necessary for the carrying out of the Census.

Conseiller John Guille

Policy & Finance Committee

SARK CENSUS 2022

QUESTIONS TO BE COMPLETED BY THE HOUSEHOLDER

1 Who usually lives here, tick all that apply.

Me

Family members, including partners, children and babies born before (Date TBA)

Students and/or school children who live away during term time

Housemates, tenants or lodgers

People who usually live outside Sark who are staying in Sark for three months or more.

People who work away from home or are members of the armed forces.

Other people who usually live here, including anyone temporarily away from Sark for less than 12 months

OR no-one usually lives here, for example, this is a second address or holiday home

2 Counting everyone, you included, in question 1, how many people usually live at this address?

3 Starting with yourself, list the names of all the people counted in question 1, including children, babies and lodgers.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

4 Apart from everyone counted in Question 2, who else is staying overnight here on census night, tick all that apply

People who usually live somewhere else on Sark, for example boy.girlfriends, friends, relatives
People staying here because it is their second address, for example for work - their permanent home is elsewhere
People who usually live away from Sark but are staying on Sark for less than 3 months
No visitors staying overnight.
People here on holiday, if ticked, see question 4a

4a

Names of visitors staying overnight

4b

Total number of visitors

--

5 What type of accommodation is this?

A whole house that is:

Detached
Semi-detached
Terraced, (including end terrace)

A flat, maisonette or apartment that is:

Part of a converted or shared house (including bedsits)
In a commercial building (for example over a shop or office building)

6 Does your household own or rent this accommodation?

Owens outright
Owens with mortgage and loan
Rents
Lives here rent free

Leasehold

Length of lease remaining

7 Is your Landlord:

Charitable trust

Private Landlord

Employer of a household member

Relative or friend of a household member

INDIVIDUAL QUESTIONS

1 What is your name?

3 What is your age?

4 Sex:

Male

Female

5 Are you present in the household at the time of census or are you residing elsewhere

Present

Residing elsewhere

6 Education

What age did you leave full-time education?

Have you completed an apprenticeship?

Yes

No

Have you achieved a qualification at degree level or above?

Yes

No

Have you achieved any other qualifications?

GCSEs or equivalent

5 or more GCSEs grade A* to C, O levels (passes) or CSE (grade 1)

AS, A level or equivalent

2 or more A levels, 4 or more AS levels

1 A level, 2-3 AS levels

1 AS level

NVQ level 3, BTEC National, OND or ONC, City & Guilds Advance Craft

NVQ level 2, BTEC General, City & Guilds Craft

NVQ level1

7 Main occupation

Full Time, 40hrs or more per week

Part Time, less than 40hrs per week.

Permanent

Seasonal

Do you have any other employment in addition to the above? Y/N

Yes

No

Are you employed or self employed?

Employed

Self employed

If yes, how many jobs do you hold?

Type of employment:

Retail

Hospitality

Agriculture

Government, including honorarium positions.
Financial/Legal
Other

8 What is your place of birth?

Sark/Guernsey
Other Channel Islands
UK
Europe
ROW

9 How long have you lived on Sark?

More than 15 years
Less than 15 years.

10 When did you arrive in Sark?

11 What is your Ethnic Group?

White
Mixed
Asian
Black
Other

12 How long have you lived at your current address?

Yrs Months

13 Do you consider Sark your Primary Place of Residence? Y/N

If no, how long have you spent in Sark over the last 5 years?

14 What is your Marital status?

Single
Married
In a Civil Partnership
Divorced
Separated
Widowed.

15 What is your relationship to the householder, if householder is other than yourself?

Husband or wife
Partner
Son or daughter
Stepchild
Brother or sister
Stepbrother or stepsister
Mother or father
Stepmother or stepfather
Grandchild
Grandparent
Relation -other

16 How is your health in general?

Very good
Good
Fair
Bad
Very bad

17 Do you have any physical or mental health conditions or illnesses lasting or expected to last 12 months or more?

Yes
No

18 Do any of your conditions or illnesses reduce your ability to carry out day-to-day activities?

Yes

No

19 Do you look after, or give any help or support to anyone because they have long-term or mental health conditions or illnesses, or problems related to old age?

No

Yes, 9hrs a week or less

Yes – 10 to 19hrs a week

Yes, 20 to 34 hrs a week

Yes, 35 to 49 hrs a week

Yes, 50 or more hours a week.

20 Do you have private health insurance?

Yes

No

POLICY AND FINANCE COMMITTEE

Report with Proposition to Extraordinary Chief Pleas, 17th November 2021

**ISLE OF SARK SHIPPING COMPANY - LONG TERM LOAN
AGREEMENT**

Since 2011 a loan balance of £254,788 made by Chief Pleas to The Isle of Sark Shipping Company (IoSS) has existed.

The loan was last reviewed at Midsummer Chief Pleas 2016, (Item 13 with Proposition), when it was agreed that the loan will bear interest at the rate published by HMRC in the UK for notional interest on beneficial loans. The current rate is 2%, the rate in future years will float with the published rate and track it.

During the COVID pandemic in 2020, the Policy & Finance Committee extended a further £14,266 to cover staff wages, resulting in a total outstanding loan amount of £269,054.

Clause 4.3 of the loan agreement allows the following:

4.3 If the Lender in its absolute discretion determines from time to time in respect of any Lending Year that the interest payable under clauses 4.1 and 4.2 may be added to the outstanding principal of the loan, then the interest otherwise payable on 31 August in any Lending Year shall on the next day (1 September) be deemed to be added to the then existing outstanding principal of the Loan. The Lender shall be entitled to determine to grant the right to the Borrower to capitalise unpaid interest or to revert to the requirement for interest to be paid annually at any time and from time to time.

Following advice from the Law Officers, and with the agreement of the Board of Directors of Sark Shipping, a total amount of £300,000 is noted in the loan agreement, this allows for the implementation of Clause 4.3; if the current outstanding amount was noted and clause 4.3 invoked then the loan agreement could be deemed unenforceable.

Following discussions with the Board of Directors and in consideration of the current financial climate and trading conditions it is considered prudent to renew this loan for a further period of five years at which point repayment will be due. It will be possible for the Company to make voluntary reductions in the loan as cash flows permit, with the agreement of the Policy & Finance Committee

Proposition –

That Chief Pleas approves the Long-Term Loan Agreement for £300,000 made to the Isle of Sark Shipping Company Ltd, dated 1st September 2021 for a period of five years after which time the Loan will become repayable.

**Conseiller John Guille
Chairman, Policy and Finance Committee**



DATED

2021

LONG-TERM FACILITY AGREEMENT

between

**(1) THE CHIEF PLEAS OF SARK ACTING BY AND THROUGH THE
POLICY & FINANCE COMMITTEE**

and

(2) THE ISLE OF SARK SHIPPING COMPANY LIMITED

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THIS AGREEMENT is dated

2021

PARTIES

- (1) The Chief Pleas of Sark acting by and through the Policy & Finance Committee whose address for services is the Chief Pleas Committee Office, La Chasse Marette, Sark GY10 1SF (**Lender**).
- (2) The Isle of Sark Shipping Company Limited private (non-cellular) company limited by shares incorporated and registered in Guernsey with company number 1735 whose registered office is at White Rock, St Peter Port, Guernsey GY1 2LN (**Borrower**).

BACKGROUND

- (A) At the extraordinary meeting of the Chief Pleas of Sark held on 17th November 2021, the Lender agreed to renew the outstanding amount of the loan previously made by the Lender to the Borrower in 2016 on terms substantially similar to the terms of such previous loan.
- (B) Accordingly, the Lender has agreed to provide the Borrower with an unsecured term loan facility of £300,000 on the terms and conditions of this agreement which shall be deemed to be effective from 1 September 2021.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

Agreed Annual Rate: in respect of a Lending Year, the HMRC Rate as applying on 1 September of that Lending Year. For the avoidance of doubt any subsequent variation of the HMRC Rate during a Lending Year shall be disregarded for the duration of that Lending Year (and as such, a fixed rate shall apply for the purposes of this agreement during a Lending Year). The Agreed Annual Rate for the first Lending Year is the HMRC Rate as of 1 September 2021, being 2.00%.

Borrowed Money: any indebtedness the Borrower owes as a result of:

- (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptance credit facility or dematerialised equivalent, bill-discounting, note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower if those receivables or financial assets are not paid when due;
- (e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;
- (f) any rental or hire charges under finance leases (whether for land, machinery, equipment or otherwise);

- (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Borrower's performance of contracts;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise);
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and
- (j) any guarantee, counter-indemnity or other assurances against financial loss that the Borrower has given for any of the items referred to in paragraphs (a) to (i) of this definition incurred by any person.

When calculating Borrowed Money, no liability shall be taken into account more than once.

Business Day: a day other than a Saturday, Sunday or public holiday in Sark when banks in London are open for business.

Event of Default: any event or circumstance listed in clause 9.1 to clause 9.15.

Facility: is defined in clause 2.1.

HMRC Rate: the actual official rate published by Her Majesty's UK Government for Beneficial loan arrangements-HMRC official. At the date of this agreement the rate referred to is published on website:

<https://www.gov.uk/government/publications/rates-and-allowances-beneficial-loan-arrangements-hmrc-official-rates/beneficial-loan-arrangements-hmrc-official-rates>

and appears in the table entitled "Table of actual official rates".

Indebtedness: any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

Interest Payment Date: the last day of each Lending Year (being 31 August), or if such date is not a Business Day, the Business Day immediately preceding such date.

Lending Year: the period from 1 September each year to 31 August the following year, except the first lending year shall commence on the date of this agreement and end on 31 August next following.

Loan: the principal amount of the loan made or to be made by the Lender to the Borrower under this agreement or (as the context requires) the principal amount outstanding for the time being of that loan.

Potential Event of Default: any event or circumstance specified in clause 9.1 to clause 9.15 that would, on the giving of notice, expiry of any grace period or making of any determination under this agreement, or satisfaction of any other condition (or any combination thereof), become an Event of Default.

Repayment Date: 31 August 2026.

Security: any charge (whether legal or equitable), pledge, bond, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

2. FACILITY

- 2.1 The Lender hereby agrees to lend to the Borrower up to £300,000, or such other amount, previously approved by resolution of the Chief Pleas of Sark, as may be agreed in writing by the parties from time to time (the Loan). If the Lender capitalises interest in respect of any Lending Year, to the minimum extent necessary (if at all), the Facility shall be increased to the effect that the principal outstanding on the date of such capitalisation of interest shall not exceed the amount of the Facility.
- 2.2 All amounts drawn under the Facility shall be applied by the Borrower exclusively towards the purpose of operating its passenger and freight shipping business in accordance with the business plan and forecasts previously disclosed to the Lender.
- 2.3 The Lender is not obliged to monitor or verify how any amount advanced under this agreement is used.

3. DRAWING

- 3.1 The Borrower shall be deemed to have drawn down £269,054 on 1 September 2021. The mechanism for draw down of any further lending that the parties may both agree in writing may be made, shall be agreed between the parties as part of the agreement to increase the Loan at the relevant time.

4. INTEREST

- 4.1 Interest shall accrue on the outstanding balance of the Loan at the Agreed Annual Rate for the applicable Lending Year.
- 4.2 Interest shall accrue daily and, except as provided for in clause 4.3, shall be payable annually in arrears on the Interest Payment Date in respect of each Lending Year.
- 4.3 If the Lender in its absolute discretion determines from time to time in respect of any Lending Year that the interest payable under clauses 4.1 and 4.2 may be added to the outstanding principal of the loan, then the interest otherwise payable on 31 August in any Lending Year shall on the next day (1 September) be deemed to be added to the then existing outstanding principal of the Loan. The Lender shall be entitled to determine to grant the right to the Borrower to capitalise unpaid interest or to revert to the requirement for interest to be paid annually at any time and from time to time.

5. REPAYMENT

- 5.1 The Borrower shall repay the Loan in full on the Repayment Date.
- 5.2 Voluntary prepayment
- (a) The Borrower may prepay part of or the entire Loan by notifying the Lender not less than ten Business Days in advance. The Borrower may only do this if:
 - (i) the notice specifies the Loan to be prepaid and the amount of the prepayment which, if it is less than the outstanding Loan, must be not less than £10,000; and
 - (ii) the prepayment does not result in an Event of Default or Potential Event of Default

6. PAYMENTS

All payments made by the Borrower to the Lender under this agreement shall be:

- (a) paid on the due date for that payment in sterling and in immediately available cleared funds to the account of the Lender at:
“The Inhabitants of Sark” Account No. 06023835 with NatWest Bank of 35 High Street, St Peter Port, Guernsey, GY1 4BE Sort Code 60-09-20
- or any other account as the Lender may notify the Borrower; and
- (b) made in full, without set-off, counterclaim or condition and free and clear of and without any deduction or withholding for, or on account of, tax. If any tax must be deducted or withheld from any payment under this agreement, the Borrower shall pay to the Lender such additional amount as may be necessary to ensure that the Lender receives a net amount equal to the full amount it would have received had the payment not been made subject to that deduction or withholding.

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender on the date of this agreement that:

7.1 It:

- (a) is a duly incorporated limited liability company validly existing under the laws of its jurisdiction of incorporation; and
- (b) has the power to own its assets and carry on its business as it is being conducted.
- (c) has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, this agreement and the transactions contemplated by it.

7.2 No limit on its powers will be exceeded as a result of the borrowing contemplated by this agreement.

7.3 The entry into and performance by it of, and the transactions contemplated by, this agreement, do not and will not contravene or conflict with:

- (a) its constitutional documents;
- (b) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or
- (c) any law or regulation or judicial or official order, applicable to it.

7.4 It has obtained all required authorisations to enable it to enter into, exercise its rights and comply with its obligations in this agreement and to make it admissible in evidence in its jurisdiction of incorporation. All such authorisations are in full force and effect.

7.5 Its obligations under this agreement are legal, valid, binding and enforceable in accordance with its terms.

7.6 No Event of Default or Potential Event of Default has occurred or is continuing, or is reasonably likely to result from making the Loan or the entry into, the performance of, or any transaction contemplated by this agreement.

- 7.7 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on the Borrower or to which any of its assets is subject which has or is reasonably likely to have a material adverse effect on its business, assets or condition or ability to perform its obligations under this agreement.
- 7.8 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Borrower's knowledge, threatened against it, any of its directors or any of its assets, which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this agreement.
- 7.9 The information, in written or electronic format, supplied by, or on its behalf, to the Lender in connection with the Facility and this agreement was, at the time it was supplied or at the date it was stated to be given (as the case may be):
- (a) if it was factual information, complete, true and accurate in all material respects;
 - (b) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was fair and made on reasonable grounds; and
 - (c) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
 - (d) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded, or updated by more recent information supplied by, or on behalf of, the Borrower to the Lender.

8. COVENANTS

The Borrower covenants with the Lender that, as from the date of this agreement until all its liabilities under this agreement have been discharged:

- 8.1 It will deliver to the Lender:
- (a) within 28 Business Days after the end of each month, its monthly management accounts;
 - (b) promptly, all notices or other documents dispatched by the Borrower to its shareholders (or any class of them) or to its creditors generally; and
 - (c) promptly such financial or other information as the Lender may, from time to time, request relating to the Borrower or its business.
- 8.2 It will procure that at least one director of the Borrower shall attend a meeting whenever reasonably required by the Lender on giving not less than two months' prior notice (each such meeting a **Review Meeting**) to explain to the Lender the Borrower's proposals for voluntary prepayment of part of or the entire then outstanding Loan in the then current and / or next following Lending Year. Not less than one month before the date of each such Review Meeting the Borrower shall provide a written report relating to the same (which shall be a maximum of 5 sides of A4). It is intended that

a Review Meeting would ordinarily be called not more frequently than twice in each Lending Year. The provisions of this clause 8.2 are without prejudice to the generality of clause 8.1.

- 8.3 It will promptly, after becoming aware of them, notify the Lender of any litigation, arbitration or administrative proceedings or claim of the kind described in clause 7.8.
- 8.4 It will promptly obtain all consents or authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation to enable it to perform its obligations under this agreement and to ensure the legality, validity, enforceability and admissibility in evidence of this agreement in its jurisdiction of incorporation.
- 8.5 It will procure that any of its unsecured and unsubordinated obligations and liabilities under this agreement rank, and will rank, at least pari passu in right and priority of payments with all its other unsecured and unsubordinated obligations and liabilities, present or future, actual or contingent, except for those obligations and liabilities mandatorily preferred by law of general application to companies.
- 8.6 It will comply, in all respects, with all laws, if failure to do so has or is reasonably likely to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this agreement.
- 8.7 It will notify the Lender of any Potential Event of Default or Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence.
- 8.8 It will carry on and conduct its business in a proper and efficient manner and will not make any material change to the general nature or scope of its business as carried on at the date of this agreement.
- 8.9 It will not (except as may be approved in writing in advance in each case by the Lender):
 - (a) create, or permit to subsist, any Security on or over any of its assets
 - (b) sell, transfer or otherwise dispose of any of its assets on terms whereby such assets are or may be leased to or re-acquired or acquired by it; or
 - (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms; or
 - (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (e) enter into any other preferential arrangement having a similar effect,in circumstances where the arrangement or transaction is entered into primarily as a method of raising Borrowed Money or of financing the acquisition of an asset.
- 8.10 It will not sell, assign, lease, transfer or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, its assets other than:
 - (a) assets exchanged for other assets comparable or superior as to type, value and quality; and
 - (b) assets whose market value is worth less than £1000.

- 8.11 It will not incur or permit to subsist, any obligation for Borrowed Money other than:
- (a) the overdraft facility with NatWest Bank up to a maximum value of £150,000;
 - (b) the loan facility with NatWest Bank up to a maximum value of £350,000;
 - (c) any short-term loan facility that the Lender may from time to time determine to make available to the Borrower (on the terms of a separate agreement).

9. EVENTS OF DEFAULT

Each of the events or circumstances set out in this clause 9 (other than clause 9.16) is an Event of Default.

- 9.1 The Borrower fails to pay any sum payable by it under this agreement unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within ten Business Days of its due date.
- 9.2 The Borrower fails (other than by failing to pay), to comply with any provision of this agreement and (if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 15 Business Days of the earlier of:
- (a) the Lender notifying the Borrower of the default and the remedy required;
 - (b) the Borrower becoming aware of the default.
- 9.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this agreement is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.
- 9.4 If:
- (a) any Borrowed Money is not paid when due or within any originally applicable grace period; or
 - (b) any Borrowed Money becomes due, or capable or being declared due and payable prior to its stated maturity by reason of an event of default (howsoever described);
 - (c) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default (howsoever described); or
 - (d) any creditor of the Borrower becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (howsoever described).
- 9.5 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due.
- 9.6 A moratorium is declared in respect of any Indebtedness of the Borrower.
- 9.7 The Borrower is declared 'en desastre' or has a preliminary vesting order made in respect of it or any of its real property in any part of the Bailiwick of Guernsey.
- 9.8 Any action, proceedings, procedure or step is taken for:
- (a) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or

- (b) the composition, compromise, assignment, or arrangement with any creditor; or
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets; or
 - (d) the enforcement of any Security over any assets of the Borrower
- 9.9 The Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).
- 9.10 Any event occurs in relation to the Borrower similar to those in clauses 9.8 and 9.9 (inclusive) under the laws of any applicable jurisdiction.
- 9.11 A distress, arrest, attachment, execution, expropriation, saisie, sequestration or another analogous legal process is levied, enforced or sued out on, or against, the Borrower's assets.
- 9.12 Any provision of this agreement is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.
- 9.13 The Borrower repudiates or evidences an intention to repudiate this agreement.
- 9.14 The Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business.
- 9.15 Any event occurs (or circumstances exist) which, in the opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this agreement.
- 9.16 At any time after an Event of Default has occurred, the Lender may, by notice to the Borrower:
 - (a) cancel all outstanding obligations of the Lender under this agreement whereupon they shall immediately be cancelled; and/or
 - (b) declare that the Loan (and all accrued interest and all other amounts outstanding under this agreement and any other agreement between the parties is immediately due and payable, whereupon they shall become immediately due and payable; and/or
 - (c) declare that the Loan be payable on demand, whereupon it shall become immediately payable on demand by the Lender.

10. SET-OFF

- 10.1 The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

11. COSTS

The Borrower shall promptly, on demand, pay to, or reimburse, the Lender the amount of all costs and expenses, taxes and liabilities of whatever nature that the Lender incurs in connection with the negotiation and preparation, amendment, extension, alteration, preservation and enforcement of the Loan and / or this agreement.

12. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

12.1 No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

12.2 A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

12.3 A failure or a delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Lender shall be effective unless it is in writing.

12.4 The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

13. SEVERANCE

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

14. CHIEF PLEAS OF SARK AS A GOVERNMENTAL AUTHORITY

14.1 Nothing contained or implied in this agreement will prejudice or affect any of the rights, powers or duties of the Chief Pleas of Sark as a government, regulatory, licensing, permitting or other similar authority (**Relevant Authority**) and all such rights, powers and duties will in regard to the business of the Borrower shall be enforceable and exercisable by any Relevant Authority as fully and freely as if this agreement had not been executed and any act or omission by the Chief Pleas of Sark or arising under this agreement shall operate only in the capacity of the Chief Pleas of Sark as a lender to a borrower and not as a Relevant Authority and shall not operate as a consent, approval, agreement, release or waiver in respect of any requirement under any law whatsoever.

15. ASSIGNMENT

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this agreement without the prior written consent of the Lender (which the Lender may in its absolute discretion withhold or delay without giving any reason).

16. NOTICES

16.1 Any notice or other communication given to a party under or in connection with, this agreement shall be:

- (a) in writing;
- (b) delivered by hand by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
 - (i) the Borrower at:
Isle of Sark Shipping Company Limited,
White Rock, St Peter Port, Guernsey, GY1 2LN
Attention: Yan Milner (Director)
 - (ii) the Lender at:
The Chief Pleas Committee Office
La Chasse Murette
Sark GY10 1SF
Attention: Chairman of the Policy & Finance Committee *or subsequent Committee which assumes this responsibility.*

or to any other address as is notified in writing by one party to the other from time to time.

16.2 Any notice or other communication given by either party shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second working day after posting;

A notice or other communication given as described in clause 16.2(a) or clause 16.2(c) on a day that is not a working day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next working day.

16.3 A notice or other communication given under or in connection with this agreement is not valid if sent by email.

17. COUNTERPARTS

17.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

17.2 No counterpart shall be effective until each party has executed at least one counterpart

18. GOVERNING LAW AND JURISDICTION

- 18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Guernsey.
- 18.2 Each party irrevocably agrees that the Court of the Seneschal shall have non-exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by Conseiller John Guille

for and on behalf of the
**Chief Pleas of Sark acting by and
through the Policy & Finance
Committee**

.....
[Chairman Policy & Finance
Committee of Chief Pleas]

Signed by Yan Milner (Director)

for and on behalf of
**The Isle of Sark Shipping Company
Limited**

.....
Director

ITEM 10

POLICY & FINANCE COMMITTEE

Report with Propositions to Extraordinary Chief Pleas, 17th November 2021

PLATINUM JUBILEE HOLIDAY

The Policy & Finance Committee is seeking Chief Pleas approval to create a holiday in 2022 to celebrate Her Majesty the Queen's Platinum Jubilee.

The proposal includes a change to the late May 2022 public holiday to designate Thursday 2nd June in place of 30th May (so moving the late May public holiday) as well as creating an additional public holiday on Friday 3rd June to celebrate Her Majesty The Queen's Platinum Jubilee. This will see a four-day weekend which will provide the opportunity for the public to celebrate the first British monarch to reach such a milestone. This proposed change also enables Sark to align itself to the United Kingdom (UK) which announced plans some months ago to mark The Queen's 70th Anniversary as Monarch.

Earlier this year the UK Culture Secretary announced that, in 2022, for that year only, the late May Bank Holiday (Spring Bank Holiday) would be moved to Thursday 2nd June and an additional Public Holiday on Friday 3rd June would be created in order to make a four-day weekend to celebrate Her Majesty The Queen's Platinum Jubilee. This will be the first time any British monarch has reached this historic milestone.

As the Island of Sark determines dates for its own public holidays, Chief Pleas needs to decide whether to follow suit and align with the UK to allow a four-day weekend to enable Islanders to join the extended celebrations of The Queen's Platinum Jubilee.

The UK has announced plans for extensive celebrations and the Committee considers that it would be fitting for Sark, a Crown Dependency with a special relationship with The Queen, to also plan celebrations to mark this historic event.

With this in mind, the Committee has resolved to recommend to Chief Pleas that the public holiday at the end of May 2022 is changed to designate Thursday 2nd June in place of 30th May as well as creating an additional public holiday on Friday 3rd June.

Proposition 1 –

That Chief Pleas approve that Thursday 2nd June 2022 shall be a public holiday in place of Monday 30th May 2022,

Proposition 2 –

That Chief Pleas approve an additional public holiday on Friday 3rd June 2022.

Proposition 3 –

That Chief Pleas direct the Policy & Finance Committee to instruct the Law Officers to prepare such legislation as may be necessary to give effect to the above decisions.

Conseiller John Guille
Chairman, Policy and Finance Committee

ITEM 11

LAND REFORM (SPECIAL) COMMITTEE

Report to Extraordinary (Special) Chief Pleas, 17th November 2021

DISBANDING OF COMMITTEE

With the completion of the Saisie regime changes, which were passed at the Michaelmas meeting, the only outstanding proposition from the package passed at Easter Chief Pleas of 2018 is that which relates to the creation of the Leasehold Disputes Tribunal.

The Committee has recently been informed that there will be a delay in bringing this legislation forward due to a shortage of drafting time in St James Chambers. The Committee is also aware that the special adviser who has given so much time and provided invaluable advice will no longer have the same amount of availability.

The design of the Tribunal has been developed and the matter is now one of complex legal drafting to which the Committee will have little input. It is in these circumstances that the committee has decided that it should disband. The matter of the leasehold Disputes Tribunal will be incorporated into the general reorganisation of tribunals being conducted by Policy and Finance as in Guernsey and Alderney it rests with the Bailiff and President.

The Committee asks Chief Pleas to note that it is disbanded from the close of this meeting.

Conseiller William Raymond

Chairman, Land Reform (Special) Committee

No. 108

GUERNSEY STATUTORY INSTRUMENT

ENTITLED

**The Emergency Powers (Coronavirus) (General Provision)
(Bailiwick of Guernsey) (No. 11) Regulations, 2021**

ARRANGEMENT OF REGULATIONS

PART I

SCREENING, ASSESSMENT, AND POWERS TO DETAIN ETC, AND CONTROLS
ON TRAVEL INTO THE BAILIWICK

1. Decisions of MOH and the Authority to impose restrictions and requirements.
2. Detention of persons by the MOH.
3. Imposition of restrictions and requirements: general.
4. Critical Workers.
5. Requirement to self-isolate on arrival in the Bailiwick.
6. Requirement to self-isolate on arrival in the Bailiwick: requirement to provide information, etc.
7. Requirement to self-isolate on arrival in the Bailiwick: supplementary.
8. Screening requirements.
9. Imposition of further restrictions and requirements.
10. Self-isolation of persons suspected to be infected with coronavirus.
11. Detention or self-isolation: additional provisions.
12. Restrictions or requirements in respect of groups.
13. Appeals to the Royal Court.
14. Initial detention of persons to enable screening and assessment.
15. Offences and enforcement.
16. False or misleading information.
17. Interpretation of this Part: general.
18. Meaning of "Blue Arrival".
19. Blue Arrivals: post-arrival testing requirements.
20. Definition of "self-isolate".

PART II
MISCELLANEOUS AND FINAL

21. Modification of legislation relating to mental health.
22. Population Management Law: Employment Permits.
23. Court of Appeal.
24. Offences by legal persons and unincorporated bodies.
25. Revocation and savings.
26. Transitional provision.
27. Interpretation.
28. Citation.
29. Extent.
30. Commencement.

SCHEDULE 1 Critical Workers.

SCHEDULE 2 Country Categories.

SCHEDULE 3 Modification of legislation relating to mental health.

Explanatory Note.

GUERNSEY STATUTORY INSTRUMENT

2021 No. 108

**The Emergency Powers (Coronavirus) (General
Provision) (Bailiwick of Guernsey) (No. 11) Regulations,
2021**

<i>Made</i>	30 th September, 2021
<i>Coming into operation</i>	4 th October, 2021
<i>Laid before the States</i>	, 2021

WHEREAS there are one or more persons within the Bailiwick, or who may enter the Bailiwick, who may be infected with Severe Acute Respiratory Syndrome Coronavirus 2, resulting in the occurrence of an emergency within the meaning of the Civil Contingencies (Bailiwick of Guernsey) Law, 2012^a;

AND WHEREAS one or more persons within the Bailiwick have died after being infected with Severe Acute Respiratory Syndrome Coronavirus 2;

AND WHEREAS there has been a recent surge of infections of several different variants of Severe Acute Respiratory Syndrome Coronavirus 2 in Europe;

^a Order in Council No. XIV of 2012; amended by Ordinance No. IX of 2016; and No. II of 2017.

AND WHEREAS the people of the Bailiwick are increasingly protected against infection with Severe Acute Respiratory Syndrome Coronavirus 2 as a result of the Bailiwick's vaccination programme and vaccination programmes implemented by other countries and territories;

AND WHEREAS there is evidence of community transmission of Severe Acute Respiratory Syndrome Coronavirus 2 within the Bailiwick;

AND WHEREAS the Civil Contingencies Authority ("**the Authority**") (having consulted the Medical Officer of Health in respect of the risk to public health created thereby and by the spread of Severe Acute Respiratory Syndrome Coronavirus 2, the virus causing the disease COVID-19, and in respect of the measures necessary to prevent or slow the spread of infection) is satisfied that the conditions set out in section 13 of the Law are satisfied, and that the following regulations contain only provisions which are appropriate for and proportionate to the purpose of preventing, controlling or mitigating the emergency referred to above;

AND WHEREAS the Authority is satisfied that the effect of the following regulations is in due proportion to that emergency, and that they are compatible with the Convention rights within the meaning of section 1 of the Human Rights (Bailiwick of Guernsey) Law, 2000^b;

NOW THEREFORE THE AUTHORITY, in exercise of the powers conferred upon it by sections 12(1), 14 and 19 of the Law, and of all other powers enabling it in that behalf, hereby makes the following regulations: –

^b Order in Council No. XIV of 2000; amended by No. I of 2005; Ordinance No. XXXVII of 2001; No. XXXIII of 2003; No. XX of 2015; No. IX of 2016; No. XXVI of 2018; and G.S.I. No. 27 of 2006.

PART I
SCREENING, ASSESSMENT, AND POWERS TO DETAIN ETC, AND CONTROLS
ON TRAVEL INTO THE BAILIWICK

Decisions of MOH and the Authority to impose restrictions and requirements.

1. (1) Subject to paragraph (3), the Medical Officer of Health ("the MOH") may not impose a restriction or requirement under this Part unless the MOH has sought the advice of Her Majesty's Procureur in relation to the appropriateness and proportionality of the proposed requirement or restriction, and has taken account of that advice.

(2) Subject to paragraph (3), the Civil Contingencies Authority ("the Authority") may not impose a requirement under regulation 7(1) unless the Authority has sought the advice of the MOH in relation to the appropriateness of the proposed requirement and has taken account of that advice.

(3) Neither the requirement in paragraph (1) nor the requirement in paragraph (2) applies where the MOH or the Authority (as the case may be) considers that, in all the circumstances, it would be impracticable to comply with it.

(4) Where the MOH imposes a restriction or requirement under these Regulations without seeking the advice of Her Majesty's Procureur, in reliance on paragraph (3), the MOH shall, as soon as reasonably practicable, give notice that he or she has done so to Her Majesty's Procureur.

(5) Where the Authority imposes a requirement under regulation 7(1) without seeking the advice of the MOH, in reliance on paragraph (3), the Authority shall, as soon as reasonably practicable, give notice that it has done so to the MOH.

Detention of persons by the MOH.

2. (1) This regulation applies where the MOH has reasonable grounds to believe that a person ("P") –

- (a) is, or may be, infected or contaminated with, or is suspected or confirmed to be suffering from, coronavirus, and there is a risk that P might infect or contaminate others, or
- (b) has arrived in the Bailiwick by air or sea and has left an infected area within the 10 day period immediately preceding the date of P's arrival in the Bailiwick.

(2) Where paragraph (1)(a) or (b) is met in relation to P, the MOH may, for the purposes of screening, assessment or the imposition of any restriction or requirement under regulation 3, impose on P a requirement to be detained until the later of –

- (a) the end of the period of 48 hours beginning with the time from which P's detention under this regulation begins,
- (b) such time as any screening requirements imposed on or in relation to P under regulation 3 have been complied with and the assessment referred to in that regulation carried out in relation to P.

Imposition of restrictions and requirements: general.

3. (1) Where regulation 2(1)(a) or (b) is met in relation to a person

("P"), the MOH may –

- (a) (orally or in writing) impose on or in relation to P one or more screening requirements to inform an assessment by the MOH of whether P presents, or could present, a risk of infecting or contaminating others,
- (b) carry out such an assessment in relation to P, and
- (c) following such an assessment, (orally or in writing) impose on or in relation to P any other restriction or requirement which the MOH considers necessary for the purposes of removing or reducing the risk referred to in subparagraph (a), including (without limitation) the restrictions or requirements set out in paragraph (2).

(2) The restrictions or requirements are –

- (a) that P submit to medical examination,
- (b) that P be removed to a hospital or other suitable establishment,
- (c) that P be detained in a hospital or other suitable establishment,
- (d) that P self-isolate,

- (e) that P be disinfected or decontaminated,
- (f) that P wear protective clothing,
- (g) that P provide information or answer questions about P's health or other circumstances,
- (h) that P's health be monitored and the results reported,
- (i) that P attend training or advice sessions on how to reduce the risk of infecting or contaminating others,
- (j) that P be subject to restrictions on where P goes or with whom P has contact,
- (k) that P abstain from working or trading.

(3) For the avoidance of doubt, a requirement to self-isolate imposed under paragraph (1) may be for such period as the MOH thinks necessary in all the circumstances, and may include provision for that period to be shortened in circumstances where P undergoes a test for COVID-19 and the result of that test is negative.

(4) A restriction or requirement imposed under paragraph (1) may be varied by the MOH orally or in writing.

(5) Neither paragraph (1) nor regulation 5 or 7 affects the exercise of any powers under regulation 11; and nothing in this regulation (or in any other

provision in these Regulations) affects the MOH's powers under any other enactment.

(6) In this regulation and regulation 7 a power to vary a requirement or restriction includes a power to revoke it.

Critical Workers.

4. Schedule 1 (concerning Critical Workers) has effect.

Requirement to self-isolate on arrival in the Bailiwick.

5. (1) Subject to –

(a) provision made in or under Schedule 1 (concerning Critical Workers) or Schedule 2 (concerning Country Categories, which Schedule has effect), and

(b) paragraph (2),

a person ("P") who has arrived in the Bailiwick from outside by air or sea, other than a Blue Arrival, must self-isolate for 10 days; and for the avoidance of doubt, subject to any direction to the contrary from the MOH in any particular case, and to any direction from the Authority in relation to one or more categories of case or in relation to all cases, a Blue Arrival is not required to self-isolate.

(2) A child under the age of 5 who has arrived in the Bailiwick by air or sea is not required to self-isolate.

Requirement to self-isolate on arrival in the Bailiwick: requirement to provide information, etc.

6. (1) Before travelling to the Bailiwick from any place outside the Bailiwick, and on arrival in the Bailiwick from any place outside the Bailiwick, a person ("P") (other than a child under 12 years of age) must provide such information—

- (a) relating to –
 - (i) P, and P's travel during the 10 day period immediately preceding the date of his or her arrival in the Bailiwick, and
 - (ii) any child under 12 years of age travelling with P, and that child's travel during the 10 day period immediately preceding the date of his or her arrival in the Bailiwick,
- (b) in such a way (including, but not limited to, by entering that information on the States of Guernsey Travel Tracker website),

as the MOH may reasonably require (generally, in relation to a category of case into which P falls, or in relation to P's particular case) for the purposes of these regulations.

(2) On arrival in the Bailiwick from any place outside the Bailiwick, P must, if required –

- (a) answer any question put to him or her by a relevant officer relating to his or her travel, and the travel of any child travelling with that person, during the 10 day period immediately preceding the date of his or her arrival in the Bailiwick,
- (b) provide any travel document specified by a relevant officer relating to that person, or a child travelling with that person, for inspection,
- (c) provide his or her Critical Worker Exemption (if any) for inspection, and
- (d) answer any question put to him or her by a relevant officer relating to that travel document and Critical Worker Exemption.

(3) Where a person, acting pursuant to a request or instruction from P, enters information relating to P on P's behalf on the States of Guernsey Travel Tracker website, whether before or on P's arrival in the Bailiwick, P shall be treated (including, but not limited to, for the purposes of regulation 16(2)) as having entered the information himself or herself.

Requirement to self-isolate on arrival in the Bailiwick: supplementary.

7. (1) The Authority may, by publication on the relevant States of Guernsey website, impose a requirement that any person who has arrived in one Island in the Bailiwick from another Island in the Bailiwick must (subject to provision made in or under Schedule 1) self-isolate for 10 days.

(2) The requirement to self-isolate under regulation 5(1) may be varied by the MOH in relation to a particular case, orally or in writing, and a requirement to self-isolate imposed under paragraph (1) may be varied by the MOH–

(a) by writing in relation to categories of case, and

(b) orally or in writing in relation to a particular case.

(3) The MOH must take into account any relevant policies of the Authority before exercising her powers to vary a requirement to self-isolate under this regulation.

(4) The requirement to self-isolate under regulation 5(1), may be varied by the Authority in relation to one or more categories of case, or in relation to all cases, by publication on the relevant States of Guernsey website.

(5) The powers to vary of the MOH under paragraph (2) and of the Authority under paragraph (4) include (but are not limited to) powers to –

(a) specify exceptions to the requirement to self-isolate,

(b) shorten the duration of the requirement to self-isolate, either unconditionally or on the MOH or the Authority (as the case may be) being satisfied that one or more specified conditions have been met, and

(c) impose any requirements and restrictions on persons other than the person who has arrived in the Bailiwick

that are reasonably necessary as a consequence of the variation of the relevant requirement on that person.

(6) For the avoidance of doubt, and without prejudice to the generality of paragraphs (2), (4) and (5), in any case where the MOH exercises a power to vary under paragraph (2) or the Authority exercises its power to vary under paragraph (4) –

- (a) the MOH or the Authority may consult such persons as she or it (as the case may be) thinks fit in respect of the exercise of the power in question, and
- (b) that variation may be amended or revoked in accordance with paragraph (7), and if amended shall be treated for all purposes as continuing to have effect in accordance with its terms.

(7) In any case where –

- (a) the MOH has exercised a power to vary, the MOH may amend or revoke that variation orally or in writing (in a case where the requirement was varied orally), and in writing (in a case where the requirement was varied in writing), or
- (b) the Authority has exercised its power to vary, the Authority may amend or revoke that variation by publication on the relevant States of Guernsey website,

and the amendment or revocation shall have effect from such time as the MOH or the Authority (as the case may be) may specify.

(8) Where a restriction or requirement is imposed on or in relation to a child under regulation 5 or this regulation (including the requirement to self-isolate under regulation 5(1), a person who is a responsible adult in relation to the child must ensure that the child complies with the restriction or requirement, insofar as that person is reasonably able to do so.

(9) Where a restriction or requirement is imposed orally on a person under regulation 3 or 5 or this regulation, or a restriction or requirement is orally varied, the person (or, in the case of a child, a person who is a responsible adult in relation to the child) must be provided with a written notification of the restriction or requirement that has been imposed or varied as soon as reasonably practicable.

Screening requirements.

8. (1) For the purposes of these Regulations, the screening requirements in relation to a person ("P") are requirements to the effect that P must –

- (a) answer questions about P's health or other relevant circumstances (including travel history and information about other individuals with whom P may have had contact),
- (b) produce any documents which may assist the MOH in assessing P's health,

- (c) at such a time as the MOH may specify, allow a biological sample of P to be taken, including a biological sample of P's respiratory secretions or blood, by appropriate means including by swabbing P's nasopharyngeal cavity, or provide such a sample, and
- (d) provide sufficient information to enable P to be contacted immediately by the MOH during such period as the MOH may specify, where the MOH considers that such provision of information is necessary in order to reduce or remove the risk of P infecting or contaminating others.

(2) Where P is a child who is accompanied by a responsible adult, the responsible adult must –

- (a) ensure that P answers questions in accordance with paragraph (1)(a),
- (b) answer the questions if P is unable to do so or cannot reliably do so,
- (c) produce any documents, required under paragraph (1)(b), on P's behalf,
- (d) allow a biological sample of P to be taken, including a sample of P's respiratory secretions or blood, by appropriate means including by swabbing P's nasopharyngeal cavity, or provide such a sample, and

- (e) provide information where required by the MOH under paragraph (1)(d).

Imposition of further restrictions and requirements.

9. (1) Where regulation 2(1)(a) or (b) is met in relation to a person ("P") –

- (a) following an assessment by the MOH of the risk presented by P in accordance with regulation 3(1), or
- (b) following P's release from detention under regulation 2, or from self-isolation under regulation 10,

the MOH may (orally or in writing) impose on P any one or more of the requirements specified in paragraph (2) where the MOH considers that it is necessary to do so in order to reduce or remove the risk of P infecting or contaminating others.

(2) The requirements specified for the purposes of paragraph (1) are for P to –

- (a) provide P's contact details to the MOH,
- (b) supply information to the MOH which may assist in assessing P's health,
- (c) at such time as the MOH may specify, allow a biological sample of P to be taken, including a sample

of P's respiratory secretions or blood, by appropriate means including by swabbing P's nasopharyngeal cavity, or provide such a sample,

- (d) comply with any other specified condition or to take any other specified measure.

(3) The conditions or measures which may be specified under paragraph (2)(d) include –

- (a) a restriction on P's travel,
- (b) a restriction on P's activities,
- (c) a restriction on P's contact with specified persons.

(4) The MOH may (orally or in writing) revoke or vary any requirement or restriction imposed under this regulation, including by imposition of a restriction specified in paragraph (3).

(5) Subject to paragraph (6), the period for which a restriction set out in paragraph (3) is imposed may not exceed 14 days beginning with the day on which the restriction is imposed.

(6) Where a restriction set out in paragraph (3) is imposed, or the period of a restriction is extended under this paragraph, the MOH may (orally or in writing) extend the period of the restriction for a further specified period not exceeding 14 days if the MOH considers that the restriction is still necessary and proportionate.

(7) Before imposing or varying a requirement or restriction under this regulation, the MOH must –

- (a) inform P (or, where P is a child, a person who is a responsible adult in relation to P) of the requirement or variation that the MOH is minded to impose or make, and
- (b) have regard to any relevant representations by P (or, where P is a child, a person who is a responsible adult in relation to P), as to its suitability.

(8) When imposing or varying a requirement or restriction under this regulation, the MOH must inform P that it is an offence to fail to comply with the requirement.

(9) Where a requirement or restriction under this regulation is imposed on or in relation to a child, or varied in relation to a child, a person who is a responsible adult in relation to the child must ensure that the child complies with the requirement or restriction, insofar as that person is reasonably able to do so.

(10) Where the MOH orally imposes a requirement or restriction on P under this regulation, or orally varies such a requirement or restriction, the MOH must provide P (or where P is a child, a person who is a responsible adult in relation to P) with a written notification of the requirement or restriction that has been imposed or varied.

(11) Paragraph (1) does not affect the exercise of any powers under

regulation 3(1)(c).

Self-isolation of persons suspected to be infected with coronavirus.

10. (1) This regulation applies where regulation 2(1)(a) or (b) is met in relation to a person ("P").

(2) The MOH may require P to self-isolate if the MOH –

(a) has reasonable grounds to believe that P is, or may be, infected or contaminated with coronavirus, and

(b) considers that it is necessary to do so in order to reduce or remove the risk of P infecting or contaminating others.

(3) Where the MOH has reasonable grounds to believe that P is, or may be, infected or contaminated with coronavirus, the MOH may detain P pending the decision of the MOH whether to require P to self-isolate under paragraph (2).

(4) Where the MOH has detained P under paragraph (3) or has required P to self-isolate under paragraph (2), the MOH may impose on or in relation to P one or more screening requirements.

(5) When imposing a requirement under this regulation, the MOH must inform P that it is an offence to fail to comply with the requirement.

(6) Where a requirement under paragraph (2) is imposed on or in relation to a child, a person who is a responsible adult in relation to the child must

ensure that the child complies with the requirement, insofar as that person is reasonably able to do so.

(7) This regulation does not affect the exercise of any powers under regulation 3(1)(c).

Detention or self-isolation: additional provisions.

11. (1) Where a person ("P") is required to be detained or to self-isolate under regulation 3 or 10 or subjected to restrictions or requirements under regulation 10, the MOH must have due regard to P's well-being.

(2) Where P is detained or required to self-isolate under regulation 3 or 10 or subjected to restrictions or requirements under regulation 10 for a period exceeding 14 days, the MOH must review the continuation of P's detention or self-isolation by reference to the provisions of those regulations.

(3) After each subsequent interval of 24 hours during which P is detained or required to self-isolate under regulation 3 or 10 or subjected to restrictions or requirements under regulation 9, the MOH must review the continuation of P's detention or self-isolation by reference to the provisions of those regulations.

(4) Where P is detained or required to self-isolate under regulation 3 or 10 or subjected to restrictions or requirements under regulation 9, the MOH may require P to comply with screening requirements if the MOH considers that it is necessary and proportionate to do so in order to reduce or remove the risk of P infecting or contaminating others.

(5) Where P is detained under regulation 2, the MOH may require

P to move to a suitable place.

(6) The MOH must notify P (or, where P is a child, a person who is a responsible adult in relation to P), as soon as P's detention under regulation 3 starts, or as soon as it is decided to require P to self-isolate under regulation 10, of –

- (a) the fact of P's detention or requirement to self-isolate,
- (b) the powers under which P is detained or required to self-isolate,
- (c) the reason for P's detention or self-isolation,
- (d) the next steps that may be taken and by whom,
- (e) the obligation to keep the need for P's detention or self-isolation under review,
- (f) the penalty for obstructing a person carrying out a function under these Regulations under regulation 15(4), and
- (g) the right to appeal under regulation 13, where applicable.

Restrictions or requirements in respect of groups.

12. (1) The powers in regulations 2, 3 and 10 include powers to impose a restriction or requirement in relation to a group of persons and, for this purpose, those regulations have effect as follows.

- (2) In regulation 2, the references to "**a person**" and to P –
 - (a) as they apply in paragraph (1)(a) are to each person in the group,
 - (b) as they apply in paragraph (1)(b) are to each person in the group who has arrived on the same aircraft or ship and left the same area,

and the power to impose a requirement to be detained in paragraph (2) of regulation 2 is to be read as a power to impose that requirement on any one or more of the persons in the group in question.

- (3) In regulation 3 –
 - (a) in paragraph (1), the reference to "**a person**" is to be read in accordance with paragraph (2) of this regulation,
 - (b) in the rest of that regulation, the references to P are to one or more persons in the group in question.

- (4) In regulation 10 –
 - (a) in paragraph (1), the reference to "**a person**" is to be read in accordance with paragraph (2) of this regulation,

- (b) in the rest of that regulation, references to P are to one or more of the persons in the group in question.

Appeals to the Royal Court.

13. (1) Subject to paragraph (2), a person ("P") may appeal to the Royal Court against –

- (a) a decision of the MOH under this Part, Schedule 1 or Schedule 2 to impose a requirement, restriction or condition on P, or to give a direction in respect of P,
- (b) a decision of a reviewing officer (within the meaning of paragraph 12 of Schedule 1) in respect of the imposition of specific conditions on P under that Schedule, and
- (c) a determination by an appointed officer (within the meaning given in paragraph 1 of Schedule 2)) that P does not have a full vaccination history for the purposes of these Regulations,

and for the avoidance of doubt, a decision of the MOH to vary, or not to vary, a requirement, restriction condition or direction is a decision of the MOH for the purposes of this paragraph.

(2) In addition to P, the following persons may appeal to the Royal Court under paragraph (1) –

- (a) a person having parental responsibility (within the meaning of the Children (Guernsey and Alderney) Law, 2008, the Children (Sark) Law, 2016, or the Child Protection (Sark) Law, 2020 (as the case may be) for P, or who is otherwise P's responsible adult for the purposes of these Regulations,
 - (b) a person who has been appointed guardian of P,
 - (c) P's spouse or civil partner, and
 - (d) a person living with P as P's spouse.
- (3) The grounds of an appeal under this regulation are that –
- (a) the decision was ultra vires or there was some other error of law,
 - (b) the decision was unreasonable,
 - (c) the decision was made in bad faith,
 - (d) there was a lack of proportionality when the decision was taken, or
 - (e) there was a material error as to the facts or as to the procedure when the decision was taken,

and in this subparagraph and subparagraph (5), "**decision**" includes "**determination**".

(4) On an appeal under this regulation the appellant shall have the final right of reply.

(5) On an appeal under this regulation, the Royal Court may –

(a) set the decision aside, and, if the court considers it appropriate to do so, remit the decision to the MOH , the reviewing officer or the appointed officer (as the case may be) with such directions as the court thinks fit (including, but not limited to, a direction to make such other decision in substitution therefor as the court thinks fit in all the circumstances of the case), or

(b) confirm the decision, in whole or in part.

(6) An appeal under this regulation may be made in such manner as the Royal Court thinks fit.

(7) An appeal from the Royal Court under this regulation lies to the Court of Appeal on a question of law.

Initial detention of persons to enable screening and assessment.

14. (1) This regulation applies if a police officer has reasonable grounds to suspect that –

- (a) a person ("P") is, or may be, infected or contaminated with coronavirus,
- (b) there is a risk that P might infect or contaminate others, and
- (c) it is necessary to direct, remove or detain P in the interests of P, for the protection of other persons or for the maintenance of public safety.

(2) This regulation also applies if a police officer has reasonable grounds to suspect that P is in breach of the requirement to self-isolate under regulation 5(1) , or a requirement to self-isolate imposed under regulation 7(1).

(3) A police officer may –

- (a) direct P to go immediately to a hospital or other suitable place for the purposes of the imposition of any restrictions or requirements under regulation 3,
- (b) remove P to a hospital or other suitable place for the purposes of the imposition of any restrictions or requirements under regulation 3, or
- (c) if P is already at a hospital or other suitable place, keep P at that place or remove P to another hospital or other suitable place for the purpose of the imposition of any restrictions or requirements under regulation 3.

(4) The power in paragraph (3) may be exercised when P is at any place.

(5) For the purpose of exercising the power in paragraph (3), a police officer may enter any place.

(6) Before exercising the power in paragraph (3), the police officer must –

(a) so far as is reasonably practicable, consult the MOH and have due regard to the views of the MOH and any information provided by the MOH in relation to P,

(b) have due regard to any guidance issued by the MOH and the Chief Officer of the Island Police Force,

(c) where consultation has not been carried out under subparagraph (a) –

(i) consult the MOH as soon as reasonably practicable after the power in paragraph (3) has been exercised, and

(ii) have due regard to the views of the MOH and information provided by the MOH in relation to P.

(7) A person removed to or kept in a hospital or other suitable place under this regulation may be detained there for a period not exceeding the

permitted period of detention.

(8) A police officer or the MOH, or a person authorised by either of them for the purposes of this paragraph, may, before the end of the permitted period of detention, take a person detained in a hospital or other suitable place to one or more other hospitals or other suitable places.

(9) A person taken to a hospital or other suitable place under paragraph (8) may be detained there for a period ending no later than the permitted period of detention.

(10) A police officer may use reasonable force, if necessary, in the exercise of a power under this regulation.

(11) The MOH may, at any time before the expiry of the initial period, authorise the detention of a person for a further period not exceeding 24 hours (beginning immediately at the end of the initial period).

(12) An authorisation under paragraph (11) may be given only if the MOH considers that the authorisation is necessary because it is not reasonably practicable for the imposition of any restrictions or requirements under regulation 3 to be completed before the end of the initial period.

(13) In this regulation –

"authorised extended period" means such further period as is specified in an authorisation under paragraph (11),

"initial period" means the period of 24 hours beginning with –

- (a) in a case where the person is removed to a hospital or other suitable place, the time when the person arrives at that place, or
- (b) in a case where the person is kept at a hospital or other suitable place, the time when the police officer decides to keep the person at that place, and

"permitted period of detention" means the initial period of detention and the authorised extended period.

Offences and enforcement.

15. (1) A person commits an offence if the person –

- (a) fails, without reasonable excuse, to comply with a restriction, condition or requirement imposed under regulation 2(2), 10(2), 10(4) or 11(5), or a direction under regulation 14(3)(a),
- (b) fails, without reasonable excuse, to comply with a requirement that the person be detained under regulation 10(3), 14(7), 14(9) or 14(11).

(2) A person (D), and subject to paragraph (3), any person who is D's employer, commits an offence if D fails, without reasonable excuse, to comply with the requirement to self-isolate under regulation 5(1) or a restriction or requirement imposed under regulation 7(1); including, for the avoidance of doubt, a requirement to self-isolate for any specified period of less than 10 days, or until a

specified event occurs –

(a) imposed by a variation of the requirement under regulation 5(1), or of a requirement under regulation 7(1), by the MOH in relation to a particular case, or by the Authority in relation to a category of cases or all cases, or

(b) imposed by or under Schedule 1 or Schedule 2.

(3) It is a defence for an employer charged with an offence under paragraph (2) to prove that he or she has taken all reasonable precautions to avoid the commission of an offence.

(4) A person who obstructs, without reasonable excuse, any person carrying out a function under these Regulations commits an offence.

(5) A person commits an offence if the person fails, without reasonable excuse, to comply with a restriction, condition or requirement imposed under regulation 3(1) that falls within regulation 3(2)(b), (c) or (d).

(6) A person commits an offence if the person fails, without reasonable excuse, to comply with a restriction, condition or requirement imposed under –

(a) regulation 3(1), other than an offence falling within paragraph (5), or

(b) regulation 9(1), 10(4), or 11(4).

(7) A responsible adult who fails without reasonable excuse to comply with regulation 7(8), 8(2), 9(9) or 10(6), or a duty imposed under Schedule 2, commits an offence.

(8) A person guilty of an offence under paragraph (1), (2), (4) or (5) is liable on conviction to a fine not exceeding level 5 on the uniform scale, to imprisonment for a term not exceeding 3 months, or to both.

(9) A person guilty of an offence under paragraph (6) or (7) is liable on conviction to a fine not exceeding level 3 on the uniform scale.

(10) The investigation of an offence under this Part shall be treated as an assigned matter within the meaning of section 1 of the Customs and Excise (General Provisions) (Bailiwick of Guernsey) Law, 1972^c (including, for the avoidance of doubt, for the purposes of paragraph 1(a) of Schedule 5 to PPACE, and consequently the provisions of PPACE which relate to the investigation of offences conducted by police officers apply to the investigation of offences under this Part conducted by customs officers).

False or misleading information.

16. (1) If a person to whom paragraph (2) applies –

^c Ordres en Conseil Vol. XXIII, p. 573; amended by Ordres en Conseil Vol. XXIV, p. 87; Vol. XXXI, p. 278; Vol. XXXIII, p. 217; Order in Council No. X of 2004; No. II of 2010; No. XIV of 2007; No. XV of 2012; No. VI of 2019; Ordinance No. XXXIII of 2003; No. XXIX of 2004; Nos. XLVIII and XXXV of 2007; No. VII of 2008; No. XLIII of 2013; No. XL of 2014; and No. IX of 2016.

- (a) makes a statement which he or she knows or has reasonable cause to believe to be false, deceptive or misleading in a material particular,
- (b) recklessly makes a statement, dishonestly or otherwise, which is false, deceptive or misleading in a material particular,
- (c) produces or furnishes, or causes or permits to be produced or furnished, any information or document which he or she knows or has reasonable cause to believe to be false, deceptive or misleading in a material particular, or
- (d) recklessly produces or furnishes or recklessly causes or permits to be produced or furnished, dishonestly or otherwise, any information or document which is false, deceptive or misleading in a material particular,

he or she is guilty of an offence.

(2) This paragraph applies to a person who –

- (a) makes any statement or provides any information or document to a relevant officer, when acting in the exercise of his or her functions under this Part,
- (b) otherwise than as mentioned in paragraph (a) makes any statement or provides any information or

document to a relevant officer in circumstances in which he or she knows or could reasonably be expected to know that the statement, information or document would or might be used by a relevant officer for the purpose of exercising his or her functions under this Part,

(c) makes any statement or provides any information or document to a determining officer or reviewing officer under Schedule 1, or to an officer or authorised person mentioned in paragraph 7(2) of Schedule 2, in circumstances in which he or she knows or could reasonably be expected to know that the statement, information or document would or might be used by that officer or person for the purpose of exercising his or her functions under Schedule 1 or Schedule 2 (as the case may be), or

(d) makes any statement or provides any information or document in the course of entering information on the States of Guernsey Travel tracker website.

(3) A person guilty of an offence under this regulation is liable on conviction to a fine not exceeding level 5 on the uniform scale, to imprisonment for a term not exceeding 3 months, or to both.

Interpretation of this Part: general.

17. (1) In this Part, unless the context otherwise requires –

"child" means a person under the age of 18 years,

"customs officers" has the meaning given by section 89(6) of PPACE, and **"customs officer"** shall be construed accordingly,

the **"employer"** of a person (A) includes (but is not limited to) a person who has engaged the services of A by way of a contract or other arrangement entered into with a third party (and for the avoidance of doubt, that third party may be resident or established outside Guernsey),

"hospital" means –

- (a) any hospital regulated or operated by the States Committee for Health & Social Care (including, for the avoidance of doubt, Le Mignot Memorial Hospital in Alderney), or
- (b) the Sark Medical Centre,

"infected area" means an area specified by the MOH as an infected area for the purposes of these Regulations on the relevant States of Guernsey website, or otherwise reasonably considered by the MOH to be an area where there is sustained human-to-human transmission of coronavirus, or from which there is a high risk of importation of infection or contamination (with coronavirus) via travel from that area to the Bailiwick or any part thereof,

"police officer" includes a customs officer,

"PPACE" means the Police Powers and Criminal Evidence (Bailiwick

of Guernsey) Law, 2003^d,

"relevant officer" means a police officer, the MOH, and any other person or category of person authorised by the Chief Officer of Customs and Excise to exercise functions under regulation 6(2),

"responsible adult" means, in relation to a child, a person with parental responsibility for the child, within the meaning of the Children (Guernsey and Alderney) Law, 2008, the Children (Sark) Law, 2016, or the Child Protection (Sark) Law, 2020 as the case may be, or a person who has the care or charge of the child for the time being,

"requirement" means a requirement imposed under this Part (including the requirement to self-isolate under regulation 5(1)),

"restriction" means a restriction imposed under this Part,

"Royal Court" means the Royal Court sitting as an Ordinary Court, which shall be constituted by the Bailiff sitting alone,

"screening requirements" means the requirements set out in regulation 8(1), and

"travel document" means anything that is or appears to be –

- (a) a passport,

^d Order in Council No. XIV of 2009; amended by Order in Council No. XVI of 2009; No. XV of 2011; Ordinance No. XXXIII of 2003; No. XXIX of 2011; No. XXXIX of 2015; No. IX of 2016; and No. XXVI of 2018.

- (b) an identity card, or
- (c) a ticket or other document that permits a person to make a journey, including such a ticket or document that is in wholly electronic form.

(2) In this Part, a reference to infection or contamination, however expressed, is a reference to infection or contamination with coronavirus, and related expressions are to be construed accordingly.

Meaning of "Blue Arrival".

18. (1) In these Regulations, a "**Blue Arrival**" means a person who has arrived in the Bailiwick after spending all of the period of 10 days immediately before his or her arrival in a Blue List Country.

(2) Subject to paragraph (3), a "**Blue List Country**" means any of the Bailiwick, the United Kingdom, the Republic of Ireland, Jersey and the Isle of Man.

(3) On the advice of the MOH, the Authority may provide, by way of publication on the States of Guernsey website, that any of the United Kingdom, the Republic of Ireland, Jersey and the Isle of Man (or, as and where relevant, any country, province, region or area thereof) is, with immediate effect or from such time as may be specified, not a Blue List Country, but instead a Green List Country or a Red List Country, until further publication on that website making contrary provision.

Blue Arrivals of 12 years of age and over: post-arrival testing requirements.

19. (1) A Blue Arrival of 12 years of age or over ("P") must comply with the post-arrival testing requirements.

(2) Subject to paragraph (3), the post-arrival testing requirements are that –

- (a) before P's arrival in the Bailiwick, P has paid such fee not exceeding £40 as the Authority may specify by publication on the States of Guernsey website in respect of equipment for lateral flow tests for COVID-19 to be provided to Blue Arrivals on arrival in the Bailiwick by a relevant officer under, and for the purposes of, this regulation,
- (b) after P's arrival in the Bailiwick, P must take a test for COVID-19 using the equipment provided under subparagraph (a) –
 - (i) on the day of P's arrival,
 - (ii) three days after P's date of arrival,
 - (iii) five days after P's date of arrival,
 - (iv) seven days after P's date of arrival, and
 - (v) nine days after P's date of arrival,

(together, the "required post-arrival tests"), and

- (c) if the result of any of the required post-arrival tests is positive, P must immediately notify the MOH thereof, and comply with all restrictions and requirements imposed on P by the MOH, including, but not limited to, a requirement to self-isolate.

(3) A Blue Arrival who fails, without reasonable excuse –

- (a) to take one or more of the required post-arrival tests, in accordance with paragraph (2)(b),
- (b) immediately to notify the MOH of a positive result of one or more of the required post-arrival tests, or
- (c) to comply with all restrictions and requirements imposed on him or her by the MOH under paragraph (2)(c) in the circumstances set out therein,

commits an offence.

(4) A person guilty of an offence under paragraph (3)(a) or (b) is liable on conviction to a fine not exceeding level 5 on the uniform scale, to imprisonment for a term not exceeding 3 months, or both.

(5) A person guilty of an offence under paragraph (3)(c) of failing, without reasonable excuse, to comply with a requirement to self-isolate is liable on conviction to a fine not exceeding level 5 on the uniform scale, to imprisonment for a

term not exceeding 3 months, or both.

(6) A person guilty of any other offence under paragraph (3)(c) is liable on conviction to a fine not exceeding level 3 on the uniform scale.

(7) Where a child of between 12 and 15 years of age is a Blue Arrival, a person who is a responsible adult in relation to the child must ensure that the child complies with the post-arrival testing requirements, insofar as that person is reasonably able to do so.

(8) A responsible adult who fails without reasonable excuse to comply with paragraph (7) commits an offence, and is liable on conviction to a fine not exceeding level 3 on the uniform scale.

Definition of "self-isolate".

20. (1) In these regulations, "self-isolate" in relation to a person ("P") means for P to keep himself or herself separated from any other person in such a manner as to prevent infection or contamination, in accordance with such directions as may be given by the MOH from time to time; and such directions may be given both generally (by publication on the relevant States of Guernsey website) and in respect of any particular case (in such manner as the MOH thinks fit).

(2) For the avoidance of doubt, a direction by the MOH given under paragraph (1) may include, amongst other things, a requirement that P remain within and not leave notified premises other than in accordance with –

(a) the terms of the direction, or

(b) a permission granted by the MOH to P,

and a permission under paragraph (b) may be granted in such manner as the MOH thinks fit.

(3) For the avoidance of doubt, a direction including a requirement of the type referred to in paragraph (2) may, amongst other things, specify that P may not enter a garden, yard, passage, outhouse or other appurtenance of such notified premises, or may do so only for a specified period of time each day, where the MOH considers that such a restriction is necessary to protect P, or other persons, from the risk of infection.

(4) In paragraph (2), "**notified premises**" means premises at an address to be notified by P to the States of Guernsey at such time, and in such manner, as the MOH may from time to time require; and for the avoidance of doubt, the MOH may require such an address to be notified before, or on, P's arrival in the Bailiwick.

PART II

MISCELLANEOUS AND FINAL

Modification of legislation relating to mental health.

21. Schedule 3 modifies the Mental Health Review Tribunal Procedure Rules, 2012^e, which modifications shall have effect for the period of validity of these Regulations.

Population Management Law: Employment Permits.

22. (1) The holder of an Employment Permit may, during the period

^e O.R.C. No. I of 2012; as amended by O.R.C. No. III of 2018.

of validity of that Permit –

- (a) be resident without being employed,
- (b) be employed by an employer other than the employer or category of employer specified in the Permit, and
- (c) be employed by the employer or category of employer specified in the Permit on a part-time basis.

(2) Without prejudice to the generality of paragraph (1), the holder of an Open Market Employment Permit may, during the period of validity of that Permit, be accommodated at a dwelling or property other than –

- (a) the dwelling specified on the face of the Permit, or
- (b) a property inscribed in Part B or Part C,

as the case may be.

(3) To the extent necessary to give effect to paragraphs (1) and (2) –

- (a) Employment Permits (including the conditions set out therein) shall be deemed to be varied, and
- (b) the provisions of the Population Management Law, any Ordinance and subordinate legislation made under that Law, and any other enactment, shall be deemed to be modified,

and Employment Permits, and those provisions, shall have effect accordingly.

(4) For the avoidance of doubt, this regulation shall not affect the period of validity of any Certificate or Permit issued or granted under the Population Management Law, nor the calculation of time for any purpose under that Law.

(5) The Administrator may issue guidance in respect of this regulation.

(6) In this regulation –

"the Administrator" means the Administrator of Population Management under the Population Management Law,

"Employment Permit" has the meaning given by section 20(1) of the Population Management Law,

"Open Market Employment Permit" has the meaning given by section 20(2) of the Population Management Law,

"Part B" and **"Part C"** mean those Parts of the Open Market Housing Register, and

"the Population Management Law" means the Population

Management (Guernsey) Law, 2016^f.

Court of Appeal.

23. (1) Section 7 (Venue) of the Court of Appeal (Guernsey) Law, 1961^g is disapplied.

(2) The Court of Appeal may sit for the hearing of appeals in or outside the Bailiwick.

(3) For the avoidance of doubt, the Bailiff or presiding judge may give directions as to how the proceedings of the Court of Appeal shall be conducted, including (but not limited to) a direction that the proceedings, or part thereof, shall be conducted by way of telephone, live television link or any other means of telecommunications or electronic communications.

Offences by legal persons and unincorporated bodies.

24. (1) Where a legal person is guilty of an offence under these Regulations, and the offence is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of –

- (a) any director, manager, secretary or other similar officer, or any foundation official, of the legal person,
- or

^f Order in Council No. VI of 2016; as amended by No. IV of 2018; Ordinance No. VII of 2017; and Ordinance No. XXVII of 2018.

^g Ordres en Conseil Vol. XVIII, p. 315. There are other amendments not material to these Regulations.

- (b) any person purporting to act in any such capacity,

he or she as well as the legal person is guilty of the offence and may be proceeded against and punished accordingly.

(2) Where the affairs of a legal person are managed by its members, paragraph (1) applies in relation to the acts and defaults of a member in connection with his or her functions of management as if he or she were a director.

(3) Where an offence under these Regulations is committed by an unincorporated body and is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of –

- (a) in the case of a partnership, any partner,
- (b) in the case of any other unincorporated body, any officer of that body who is bound to fulfil any duty whereof the offence is a breach or, if there is no such officer, any member of the committee or other similar governing body, or
- (c) any person purporting to act in any capacity described in subparagraph (a) or (b),

that person as well as the unincorporated body is guilty of the offence and may be proceeded against and punished accordingly.

(4) Where an offence under these Regulations is alleged to have been committed by an unincorporated body, proceedings for the offence must be

brought in the name of that body and not in the name of any of its members.

(5) A fine imposed on an unincorporated body on its conviction of an offence under these Regulations must be paid from the funds of that body.

Revocation and savings.

25. (1) The Emergency Powers (Coronavirus) (General Provision) (Bailiwick of Guernsey) (No. 10) Regulations, 2021^h and the Emergency Powers (Coronavirus) (General Provision) (Bailiwick of Guernsey) (No. 10) (Amendment) Regulations, 2021ⁱ are revoked.

(2) Subject to regulation 26, anything done under or for the purposes of regulations revoked under paragraph (1) ("**the revoked regulations**") before the commencement of these Regulations shall, to the extent that the same is required or authorised to be done under or for the purposes of these Regulations, have effect as if done under or for the purposes of the equivalent provision of these Regulations; and for the avoidance of doubt, the revocation of the revoked regulations does not affect any restriction, requirement, condition, prohibition, or penalty, imposed thereunder.

(3) Subject to regulation 26, anything in the process of being done under or for the purposes of the revoked regulations before the commencement of these Regulations may, to the extent that the same is required or authorised to be done under or for the purposes of these Regulations, be continued to be done under or for the purposes of the equivalent provision of these Regulations.

^h G.S.I. No. 99 of 2021.

ⁱ G.S.I. No. 104 of 2021.

(4) Any reference howsoever expressed in any enactment or subordinate legislation to a revoked regulation which is re-enacted (with or without modification) by or under these Regulations shall (unless the contrary intention appears) be construed as a reference to the provision as re-enacted.

(5) In so far as any subordinate legislation made or other thing done (or having effect as if made or done) under or for the purposes of a revoked regulation could be made or done under or for the purposes of these Regulations, it shall (unless the contrary intention appears) have effect as if made or done under or for the purposes of these Regulations.

Transitional provision.

26. (1) On the coming into force of these Regulations, subject to any direction from the MOH to the contrary in any particular case, a person who –

(a) arrived in the Bailiwick before the commencement of these Regulations,

(b) is –

(i) self-isolating (other than following a positive result of a test for COVID-19), or

(ii) complying with other restrictions and conditions,

in accordance with a requirement imposed under Emergency Powers (Coronavirus) (General Provision) (Bailiwick of Guernsey) (No. 10) Regulations, 2021 (as

amended), and

- (c) would, if he or she had arrived after the commencement of these Regulations, not be required to self-isolate, or to comply with those restrictions or conditions (as the case may be)

is no longer required to self-isolate, or to comply with those restrictions or conditions (as the case may be).

Interpretation.

- 27. (1) In these Regulations, unless the context requires otherwise –

"the Authority": see regulation 1(2),

"coronavirus" means Severe Acute Respiratory Syndrome Coronavirus 2 and/or COVID-19,

"Medical Officer of Health" means the Medical Officer of Health appointed by the States of Guernsey Policy & Resources Committee and includes the Deputy or Acting Medical Officer of Health for the time being, and any officer authorised by the Medical Officer of Health to exercise the Medical Officer of Health's functions under these Regulations, and

"the MOH": see regulation 1(1).

- (2) In these Regulations, references to a Green List Country or a Red List Country are references to a Green List Country or a Red List Country as specified on the relevant States of Guernsey website for the purposes of these

Regulations; and an area, region or country may be specified as a Green List Country or a Red List Country for those purposes.

(3) For the avoidance of doubt, in these Regulations references to a "test" for COVID-19 are references to a test for COVID-19 of such type as the MOH may specify from time to time in her discretion, and she may specify different types of test for different purposes; and references to undertaking a test, and other associated expressions, shall be construed accordingly.

(4) Words and expressions used in Schedules 1 and 2 have the meanings given in these Regulations, unless contrary provision is made.

(5) Other terms used in these Regulations in provisions modifying an enactment have the same meaning as in that enactment.

(6) For the avoidance of doubt, the powers of police officers under these Regulations are exercisable in addition to all other powers which police officers may exercise.

Citation.

28. These Regulations may be cited as the Emergency Powers (Coronavirus) (General Provision) (Bailiwick of Guernsey) (No. 11) Regulations, 2021.

Extent.

29. (1) Subject to paragraph (2), these Regulations shall have effect throughout the Bailiwick.

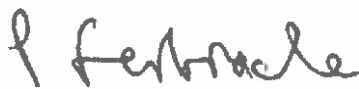
(2) Regulation 22 (Population Management Law: Employment

Permits) shall have effect in the Island of Guernsey.

Commencement.

30. These Regulations shall come into force on 4th October, 2021.

Dated this 30th day of September, 2021

A handwritten signature in dark ink, appearing to read 'P. T. R. Ferbrache', written in a cursive style.

P. T. R. FERBRACHE
Chairman of the Civil Contingencies Authority
For and on behalf of the Authority

SCHEDULE 1

Regulation 4

CRITICAL WORKERS

Introductory.

1. (1) This Schedule provides for the granting of exemptions from –
 - (a) the requirement to self-isolate at regulation 5(1), and
 - (b) a requirement to self-isolate imposed under regulation 7(1),

in respect of Critical Workers, within the meaning of that term in this Schedule and only to the extent set out in this Schedule, and such an exemption is referred to in this Schedule as a "**Critical Worker Exemption**".

(2) Subject to paragraph 2, for the purposes of this Schedule, a Critical Worker means a person whose presence in the Bailiwick is required to keep a critical service running, as further provided for in paragraph 3.

(3) A Critical Worker Exemption may only be granted to a person in respect of whom an application under and in accordance with this Schedule has been made to an officer authorised by the Authority to determine applications under this Schedule (a "**determining officer**").

(4) Other than in exceptional circumstances to be assessed at the absolute discretion of the determining officer determining the application, a Critical Worker Exemption will not be granted to a person requiring to stay within the

Bailiwick for a period greater than eight weeks, and this Schedule shall be construed accordingly.

(5) A person in respect of whom a Critical Worker Exemption has been granted does not have to self-isolate in accordance with the requirement at regulation 5(1) or a requirement imposed under regulation 7(1) but only if that person complies with the conditions that apply to him or her.

(6) If a person in respect of whom a Critical Worker Exemption has been granted fails to comply with the conditions which apply to him or her in respect of the Critical Worker Exemption, the Critical Worker Exemption shall lapse as it applies to that person, and he or she may be liable to prosecution under the Regulations.

(7) Under regulation 15(2), the employer of a person ("P") in respect of whom a Critical Worker Exemption has been granted may be liable to prosecution if P fails to comply with any of the conditions and restrictions which apply to him or her in respect of this exception.

(8) When considering whether to grant a Critical Worker Exemption, a determining officer shall consider all the circumstances of the case, and in particular shall assess and take into account –

- (a) the risk to public health in the Bailiwick or any part thereof that granting the Critical Worker Exemption would create, and
- (b) if the Critical Worker Exemption were not granted, the damage (if any) that would be suffered by –

- (i) the business by or on behalf of which the application has been made, and any other potentially affected business based in the Bailiwick, and
- (ii) the economy of the Bailiwick or any part or sector thereof.

Existential risk to a Bailiwick business.

2. (1) A Critical Worker Exemption may be granted in respect of a person if the determining officer is of the view that either of the conditions set out in subparagraphs (2) and (3) is satisfied.

(2) The condition in this subparagraph is that if the Critical Worker Exemption is not granted, there is a significant risk that, as a consequence, a business based in the Bailiwick will cease trading.

(3) The condition in this subparagraph is that –

- (a) the application has been made by or on behalf of a business based in the Bailiwick that operates transport links into and out of the Bailiwick ("**the applicant business**"),
- (b) the application is in respect of a particular journey or journeys into or out of the Bailiwick, to be undertaken for a commercial, or primarily commercial, purpose, and

- (c) the undertaking of journeys of the type in respect of which the application is being made is necessary for the continued operation of the applicant business.

Categories of Critical Worker

Categories of Critical Worker.

3. Subject to paragraph 2, a Critical Worker Exemption may only be granted in respect of a person who –

- (a) satisfies the definition of Critical Worker in paragraph 1(2), and
- (b) falls into one of the following categories (subject to the additional eligibility conditions in respect of business stability and recovery, and technical specialist contractors, specified in paragraphs 4 and 5) –

BUSINESS CATEGORY	INDIVIDUALS
Air and Sea Links	Those individuals directly involved in maintaining the Islands' air and sea links.
Critical National Infrastructure	Those individuals directly involved in maintaining and protecting the Islands' critical national infrastructure. ¹
Frontline Health and Care and Veterinary Services	Those individuals providing, or directly facilitating, critical front line health and care, and veterinary, services.

Emergency Services and Justice Administration	Those individuals delivering emergency services or the administration of justice.
Education	Education professionals delivering critical activity within the Islands' schools.
Business Stability and Recovery	Those individuals involved in business continuity and/or business recovery.
Technical Specialist Contractors	Those skilled individuals required for construction projects to continue or begin.
Financial Stability	Those individuals involved in ensuring financial stability and resilience.

Categories of Critical Workers: business stability and recovery.

4. (1) A person ("P") falls into the business stability and recovery category of Critical Workers –

(a) only if both of the following conditions would be satisfied if a Critical Worker Exemption were granted in respect of P –

(i) P would provide professionally qualified technical or specialist expertise that is not currently available or accessible on-island, and

(ii) P would fill a designated role, or undertake a designated set of tasks, that would be completed during a fixed term and would be time-critical, and

- (b) only if any of the following conditions would be satisfied if a Critical Worker Exemption were not granted in respect of P –
 - (i) a business would not be able to continue in operation, or
 - (ii) a business' continuity plan would be undermined in a way that meant it could not comply with regulatory, health and safety or other essential statutory standards, and that this would mean it could not continue to operate some critical functions fully, or
- (c) a business would be unable to resume a project or commercial contract that would either (a) prevent the return to employment of on-island works, or (b) lead to the curtailing of employment for current on-island workers.

Categories of Critical Workers: technical specialist contractors.

5. A person falls into the technical specialist contractor category of Critical Worker only if there is a specified start and end to the period of work required by the person under the Critical Worker Exemption, and he or she –

- (a) provides a service or set of skills that cannot feasibly be secured on-island,

- (b) performs a role that is critical to the progression of the project,
- (c) has relevant formal professional qualifications to undertake their role, and
- (d) has health insurance which covers COVID-19 related matters.

Risk mitigation conditions: general and sector-specific

Risk mitigation conditions: general.

6. (1) Each successful applicant for a Critical Worker Exemption must –

- (a) not travel to the Bailiwick if they have any symptoms of COVID-19, no matter how mild,
- (b) self-isolate as directed by the MOH,
- (c) undertake tests for COVID-19 as directed by MOH. If the result of any test is positive, the applicant must self-isolate in accordance with instructions from the MOH and comply with all other restrictions and requirements imposed by the MOH,
- (d) not attend the place of work if he or she has any symptoms of COVID-19, no matter how mild,

- (e) stop working immediately and withdraw from the workplace if any symptoms of COVID-19, no matter how mild, develop whilst working and arrange for testing for COVID-19,
- (f) adhere to good standards of hygiene and respiratory etiquette,
- (g) wear a face covering, that complies with any guidance in respect of face coverings issued by MOH, within two metres of other people,
- (h) if staying overnight, have a confirmed address at which they are staying,
- (i) use only pre-arranged transport where the details of the driver are fully recorded or a hire car to move between the workplace and their place of residence,
- (j) remain on-island for the duration of their work, and
- (k) comply with any method statement agreed with or imposed by the MOH, or other direction given or requirement imposed by the MOH.

(2) Further specific conditions may be imposed in particular cases.

Additional risk mitigation conditions: business stability and recovery.

7. (1) The conditions in this paragraph apply to a person falling into the business stability and recovery category of Critical Workers.

(2) For the avoidance of doubt, when these conditions apply they apply in addition to the general risk mitigation conditions set out in paragraph 6.

(3) The conditions in this paragraph are that the Critical Worker's business must –

- (a) provide a method statement of how it will meet social distancing and hygiene standards, and
- (b) meet the cost of any testing undertaken and any associated medical treatment that is required, including hospital treatment for COVID-19.

Additional risk mitigation conditions: technical specialist contractors in the construction sector.

8. (1) The conditions in this paragraph apply to the following subcategory of persons falling into the technical specialist contractor category of Critical Workers (and referred to in the table at subparagraph (3) as "**workers**"): specialist technical consultants required in situ on-island to support projects considered necessary to support business recovery work in the construction sector, where there is a clear requirement to augment on-island capacity and capability for a designated period.

(2) For the avoidance of doubt, when these conditions apply they apply in addition to the general risk mitigation conditions set out in paragraph 6.

(3) The conditions in this paragraph are those set out in the following table –

<i>Movement on-island</i>	<p>Any worker who is not resident in the Bailiwick may only travel between their place of work and a specified place of residence.</p> <p>The worker must be able to self-isolate at the specified place of residence when not at work.</p>
<i>Site precautions</i>	<p>During works the site must be zoned, i.e. the areas of work must be isolated using fencing and barriers, with a separate vehicular entrance for the worker.</p> <p>The name of a designated contact person for the site must be provided to the States of Guernsey.</p> <p>All elements of work must be an outside activity and a distance of over 10 metres from all other persons must be maintained at all times.</p> <p>Dedicated toilet and hand washing facilities must be provided to each of the work areas for the sole use of workers. Spray disinfectant must be supplied for use on handles for before and after each use. Running water and hand washing points must be located in each of the work areas. Hand sanitiser must be provided to be used regularly throughout the day.</p>
<i>Accommodation</i>	<p>Workers on a single project must stay in one hotel or set of self-catering units.</p> <p>Food must be supplied either via the hotel as cooked meals or groceries delivered to the door of the self-catering unit.</p> <p>The cooked food must be supplied on a 'closed tray' system.</p>

	<p>Collection of the used plates will be at pre-arranged times.</p> <p>Towelling and bedding must be left outside self-catering units if used in a sealed bag to all direct loading into a washing machine.</p> <p>At the end of the self-isolation period a specialist cleaner must be employed to complete a deep clean using a ULV Microbial fogging method.</p>
<i>Health requirements</i>	<p>No-one in the worker's household has, nor has had during the previous 14 days, any of the symptoms of COVID-19.</p> <p>Workers must undertake testing at an accredited testing centre 72 hours prior to travel.</p> <p>Workers must undertake a test for COVID-19 on the 5th day and the 13th day after arrival in the Bailiwick, or on such other days as the MOH may require.</p> <p>The business meets the cost of all testing in Guernsey.</p>

Applications and reviews

Application process.

9. An applicant for a Critical Worker Exemption must make an application in such form and providing such information as may from time to time be required, both generally by the Authority by publication on the States of Guernsey website, and by a determining officer in the applicant's particular case including (but not limited to) information sufficient to allow a determination to be made as to whether –

- (a) the person named in the application meets the definition of a Critical Worker as set out in this Schedule,

- (b) the resource the applicant represents is not already available in the Bailiwick, and
- (c) the person named in the application does not have, and has not had during the previous 14 days, any of the symptoms of COVID-19, however mild.

Amendment, revocation and review.

10. A determining officer may amend a Critical Worker Exemption on a request being made by the holder, or on the officer's own volition.

11. An officer authorised by the Authority to review the determination of applications under this Schedule (a "reviewing officer") may revoke a Critical Worker Exemption if he or she is satisfied that –

- (a) it was granted in error,
- (b) any false, deceptive or misleading statement was made, or information or document provided or furnished, by the applicant in the course of his or her application, or
- (c) any condition of it has been contravened.

12. (1) An applicant for a Critical Worker Exemption who is aggrieved by a decision to refuse the application, to grant the application subject to the imposition of further specific conditions under paragraph 6(2), and a holder of a Critical Worker Exemption who is aggrieved by a decision to amend it under

paragraph 10 or to revoke it under paragraph 11, may make written representations to an officer authorised by the Authority to review the determination of applications under this Schedule (a "reviewing officer") concerning the outcome of his her application within 14 days of being notified of that decision, by emailing those representations to critical.travel@gov.gg.

(2) If a person exercises his or her right under subparagraph (1), the reviewing officer must consider those representations and shall –

- (a) uphold the decision of the determining officer, or
- (b) make a different decision (including the imposition of different, or no, specific conditions),

and must, within 14 days of receipt of the applicant's written representations, inform the applicant in writing of –

- (i) his or her decision,
- (ii) the reasons for that decision, and
- (iii) if the decision is to impose different specific conditions, the applicant's right to appeal to the Royal Court under regulation 13.

SCHEDULE 2

Regulation 5(1)

COUNTRY CATEGORIES

Introductory: general, and offences.

1. (1) This Schedule provides for an exception to the requirement to self-isolate on arrival in the Bailiwick set out in regulation 5(1) –

(a) in respect only of –

(i) persons of 12 years and over who elect to take part in the reduced self-isolation option within the meaning of that term in this Schedule, and

(ii) children under 12 years in respect of whom requirements are imposed under this Schedule in the circumstances set out in paragraph 6, and

(b) to the extent only set out in this Schedule.

(2) A person who has elected to take part in the reduced self-isolation option is referred to herein as a "**Relevant Person**".

(3) For the avoidance of doubt, a person may elect to take part in the reduced self-isolation option on the States of Guernsey Travel Tracker website.

(4) For the avoidance of doubt –

(a) a person not wishing to take part in the reduced self-isolation option must self-isolate pursuant to, and in accordance with, the requirement imposed by regulation 5(1), and

(b) a person who –

(i) elects to take part in the reduced self-isolation option, and

(ii) subsequently decides that he or she does not wish to take a test for COVID-19,

will not be required to undertake that test, but he or she will be required to self-isolate pursuant to, and in accordance with, the requirement imposed by regulation 5(1);

and references (however expressed) in paragraphs 2 to 4 to a Relevant Person being required, or not being required, to take a test for COVID-19, shall be construed accordingly.

(5) If a Relevant Person fails to comply with any of the conditions and restrictions which apply to him or her in respect of the reduced self-isolation option, the reduced self-isolation option shall cease to apply to that person, and he or she may be liable to prosecution under these Regulations.

(6) Under regulation 15(2), the employer of a Relevant Person may be liable to prosecution if the Relevant Person fails to comply with any of the

conditions and restrictions which apply to him or her in respect of the reduced self-isolation option.

(7) Failure by a Relevant Person without reasonable excuse to comply with the requirement to self-isolate under regulation 5(1) (as it has effect under this Schedule) is an offence under regulation 15(2), and this Schedule shall be construed accordingly.

(8) The responsible adult of a Relevant Person under the age of 16 is responsible for ensuring that the child complies with the restrictions and conditions on that child imposed by this Schedule so far as he or she is reasonably able to do so; and failure by a responsible adult to comply with the duty on him or her under this subparagraph is an offence under regulation 15(7), and this Schedule shall be construed accordingly.

(9) In this Schedule –

- (a) **"the 10 day period"** in respect of a person means the period of 10 days starting from the day of that person's arrival in the Bailiwick,
- (b) **"full vaccination history"** has the meaning given in subparagraph (10), and
- (c) **"the relevant time"** means when the Relevant Person provides the information as to his or her travel history (which may be 48 hours before travel) or, if the information is not provided before, on the Relevant Person's arrival in the Bailiwick.

(10) For the purposes of these Regulations, a person (P) has a **"full vaccination history"** if –

(a) P has received a full course of an approved vaccine,
and

(b) in the case of –

(i) a vaccine administered in two doses, P received
the second dose of that vaccine at least 14 days
before P's arrival in the Bailiwick,

(ii) a vaccine administered in one dose, P received
that dose at least 14 days before P's arrival in
the Bailiwick,

and in any case where a question is raised as to whether a person has a full vaccination history for the purposes of these Regulations, the determination of an officer appointed by the Authority for this purpose (an **"appointed officer"**) shall, subject an appeal being made to the Royal Court under regulation 13(1), be final.

(11) For the purposes of subparagraph (10), an **"approved vaccine"** means a vaccine against coronavirus that has been specified by the Authority as an approved vaccine for the purposes of these Regulations by publication on the States of Guernsey website.

Green List Country arrivals who have a full vaccination history.

2. (1) A Relevant Person who has not spent any time in the period of

10 days immediately before his or her arrival in the Bailiwick in a place that is a Red List Country at the relevant time, and who has a full vaccination history, will be required to take a test for COVID-19 directly on arrival in the Bailiwick (in this Schedule, a "**day of arrival test**").

(2) If the result of that day of arrival test is positive, the Relevant Person must self-isolate in accordance with instructions from the MOH and to comply with all other restrictions and requirements imposed on him or her by the MOH.

Green List Country arrivals who do not have a full vaccination history.

3. (1) A Relevant Person who has not spent any time in the period of 10 days immediately before his or her arrival in the Bailiwick in a place that is a Red List Country at the relevant time, and who does not have a full vaccination history, will be required to self-isolate on arrival and to take a day of arrival test.

(2) If the result of that day of arrival test is positive, the Relevant Person must continue to self-isolate in accordance with instructions from the MOH and to comply with all other restrictions and requirements imposed on him or her by the MOH.

(3) If the result of that day of arrival test is negative, the Relevant Person must continue to self-isolate, and will be required to take another test for COVID-19 eight days after his or her date of arrival (or at such other time as the MOH may direct) (in this Schedule, a "**Day 8 test**").

(4) If the result of that Day 8 test is positive, the Relevant Person must continue to self-isolate in accordance with instructions from the MOH, and comply with all other restrictions and requirements imposed on him or her by the

MOH.

(5) If the result of that Day 8 test is negative, the Relevant Person will not be required to continue to self-isolate.

Red List Country arrivals.

4. (1) A Relevant Person not falling within paragraph 2 or 3 will be required to self-isolate on arrival and to take a day of arrival test.

(2) If the result of that day of arrival test is positive, the Relevant Person must continue to self-isolate in accordance with instructions from the MOH and to comply with all other restrictions and requirements imposed on him or her by the MOH.

(3) If the result of that day of arrival test is negative, the Relevant Person must continue to self-isolate, and will be required to take another test for COVID-19 nine days after his or her date of arrival (or at such other time as the MOH may direct) (in this Schedule, a "Day 9 test").

(4) If the result of that Day 9 test is positive, the Relevant Person must continue to self-isolate in accordance with instructions from the MOH, and comply with all other restrictions and requirements imposed on him or her by the MOH.

(5) If the result of that Day 9 test is negative, the Relevant Person will not be required to continue to self-isolate.

Direct Transit.

5. (1) Subject to a specification made by the Authority under

subparagraph (5), direct transit –

- (a) in a private vehicle or private vessel, or
- (b) in public transport,

through a Red List Country is not spending time in that Red List Country for the purposes of this Schedule.

(2) In this paragraph –

- (a) a "**private vehicle**" includes a taxi,
- (b) references to a private vehicle or private vessel stopping are to such a vehicle or vessel stopping in circumstances where one or more persons alight from, or get into, the vehicle or vessel, and
- (c) references to a Red List Country include its internal waters, and the territorial waters adjacent thereto.

(3) In this paragraph, "**direct transit in a private vehicle or private vessel**" means –

- (a) travel in a private vehicle or private vessel that does not stop at all in the Red List Country, or
- (b) travel in a private vehicle or private vessel that only stops in the Red List Country in circumstances where –

- (i) no new people get into the vehicle or vessel,
and
- (ii) no-one in the vehicle or vessel gets out, comes
within two metres of any other person (other
than another occupant of the vehicle or vessel),
and then gets back in again.

(4) In this paragraph, "**direct transit in public transport**" means travel on any form of public transport that does not stop at all in the Red List Country.

(5) The Authority may, by publication on the States of Guernsey website, specify Red List Countries to which subparagraph (1) does not apply; and consequently, direct transit (within the meaning of this paragraph) through a Red List Country so specified by the Authority is spending time in that Red List Country for the purposes of this Schedule.

(6) The Authority may amend or revoke a specification made under subparagraph (5) by publication on the relevant States of Guernsey website, and such an amendment or revocation shall have effect from such time as the Authority may specify.

Children under 12 years of age.

6. (1) Where a Relevant Person of 18 years or over is, on arrival in the Bailiwick, accompanying a child of between 5 and 11 years of age in respect of whom that Relevant Person is the responsible adult, the child –

- (a) is not required to undergo any tests for COVID-19, but
- (b) is required to self-isolate for the same period (if any) as his or her accompanying responsible adult.

(2) Where there is more than one responsible adult accompanying the child on arrival in the Bailiwick, the child's responsible adult for the purposes of this Schedule is the person who declares himself or herself to be the responsible adult to a relevant officer or on the Travel Tracker website, as the case may be.

(3) For the avoidance of doubt, a child's responsible adult must, in respect of that child provide the information required under paragraph 7(2).

Conditions and restrictions: general, and offences.

7. (1) A Relevant Person must self-isolate pursuant to, and in accordance with, the requirement imposed by regulation 5(1) unless and until that requirement to self-isolate is lifted in accordance with the provisions of paragraphs 2 to 4 above; and so a Relevant Person who fails to undergo a day of arrival test, and, where relevant, a Day 8 test or Day 9 test (as the case may be), must self-isolate in accordance with that regulation.

(2) A Relevant Person must provide such information to officers from the MOH, the Guernsey Border Agency and Guernsey Police, and to any other persons authorised in this behalf by the Chief Officer of Customs & Excise, as those officers and persons may require in connection with the operation and enforcement of the reduced self-isolation option, and must comply with any other direction from those officers in that connection.

(3) For the avoidance of doubt, failure to comply, without

reasonable excuse, with the requirement to self-isolate set out in subparagraph (1) is a criminal offence under regulation 15(2).

(4) Failure to comply, without reasonable excuse, with any of the conditions and restrictions set out in subparagraph (2) is an offence, punishable by a fine not exceeding level 5 on the uniform scale.

SCHEDULE 3

Regulation 21

MODIFICATION OF LEGISLATION RELATING TO MENTAL HEALTH

Interpretation.

1. References in this Schedule to –
 - (a) sections are to sections of the Mental Health (Bailiwick of Guernsey) Law, 2010 ("**the 2010 Law**"), and
 - (b) rules are to rules of the Mental Health Review Tribunal Procedure Rules, 2012 ("**the 2012 Rules**").

2. Expressions in this Schedule and in the 2010 Law or the 2012 Rules shall have the same meaning as in that Law or those Rules (as the case may be).

Forms.

3. Where any form prescribed in the Mental Health (Treatment and Forms) Regulations, 2013 or under the 2012 Rules is inconsistent with a modification made by these Regulations, the form –

- (a) may, in connection with that modification, be used with appropriate amendments, and
- (b) is otherwise, for use in that connection, to be read with such amendments as are necessary to reflect that modification.

Modification of the 2012 Rules.

4. For the purposes of any hearing subject to the 2012 Rules –

- (a) the Tribunal is deemed to be properly constituted by the members of the Tribunal sitting within or without the Bailiwick, or a combination thereof,
- (b) where the legally qualified member is of the opinion that it is not reasonably practicable or would involve unreasonable delay for one, or both, of the other members of the Tribunal to participate in the hearing, the Tribunal is deemed to be properly constituted by the legally qualified member –
 - (i) sitting with the other member able to participate, or
 - (ii) sitting alone,(as the case may be),
- (c) notwithstanding subparagraph (b), where, after hearing from the patient's legal representative or the patient (if unrepresented), the legally qualified member is of the opinion that it is in the patient's interests that the hearing takes place before a single member of the Tribunal (including, but not limited to, where the patient's mental disorder might be adversely

affected by the participation of multiple members of the Tribunal by telephone), the Tribunal is deemed to be properly constituted by the legally qualified member sitting alone, and that member may consult with the other members of the Tribunal where it is in the interests of justice to do so, and

- (d) for the avoidance of doubt, the Tribunal may exercise any or all of its powers under the 2010 Law where it is constituted in accordance with this paragraph.

5. Any hearing which takes place in accordance with paragraph 4 shall be deemed for all purposes (including that of determining the *lex fori*) to have taken place in Guernsey and the courts of Guernsey accordingly have jurisdiction in accordance with Part VI of the Law, and sections 46 and 47 have effect accordingly.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations are emergency regulations made by the Civil Contingencies Authority under Part 3 of the Civil Contingencies (Bailiwick of Guernsey) Law, 2012 ("the Law"). They are made on the occurrence of an emergency, within the meaning of the Law, in the Bailiwick, arising from the urgent need to prevent, control or mitigate the spread of the virus Severe Acute Respiratory Syndrome Coronavirus 2 and the disease caused thereby, COVID-19 (referred to together in these regulations as coronavirus). They are prefaced with a statement by the Civil Contingencies Authority, as required by section 12(2) of the Law. COVID-19 was made a notifiable disease for the purposes of the Public Health Ordinance, 1936 on 10th February 2020.

These Regulations revoke and re-enact (with modifications) regulations previously made by the Civil Contingencies Authority in respect of the coronavirus pandemic.

These Regulations will come into force on the 4th October, 2021 and shall have temporary effect only in accordance with the provisions of section 16 (duration and scrutiny of emergency regulations) of the Law.

Part I - screening, assessment and powers to detain etc.

This Part places a requirement to self-isolate on persons arriving in the Bailiwick, enables the Medical Officer of Health to place restrictions and requirements on other persons who are or who may be infected with coronavirus, and makes provision in respect of related matters, including powers for the Medical Officer of Health to impose screening requirements, to detain people and to require people to self-isolate. The provisions also create criminal offences and confer powers of enforcement on police officers, and provide for appeals against requirements or restrictions imposed under this Part by the Medical Officer of Health (as well as in respect of determinations concerning vaccination status and decisions in respect of specific conditions imposed on Critical Workers) to be made to the Royal Court.

Regulation 4 gives effect to Schedule 1, which makes provision in respect of Critical Workers. A person who has been granted a Critical Worker Exemption will have to self-isolate in accordance with, and otherwise comply with, the provisions of Schedule 1.

Schedule 2 to these regulations, which is given effect by regulation 5, provides for reduced, or no, self-isolation to be undertaken by persons who arrive from a place specified as a Green List Country or a Red List Country on the States of Guernsey website, and who elect to comply with the testing requirements set out therein.

Green List Countries and Red List Countries replace the numbered Country Categories in previous iterations of these Regulations, and arrivals from Green List Countries are treated differently depending on whether they have a full vaccination history within the meaning of the Regulations.

This Part also provides for "Blue Arrivals" – that is, persons (including children) arriving in the Bailiwick from within the Common Travel Area - to be free from self-isolation on arrival, and imposes a requirement on Blue Arrivals to take self-administered lateral flow tests for COVID-19 provided to them on arrival, to report any positive test results to Public Health, and to comply with any direction given to them on so doing. It makes a failure (without reasonable excuse) to comply with these requirements a criminal offence. The Regulations also impose a requirement to pay a fee for the provided tests before travel.

Finally, this Part provides that a person (other than a child under 5) who does not wish to undergo any testing on arrival has to self-isolate for 10 days on arrival.

Part II – miscellaneous and final

Schedule 3 to these Regulations, which is given effect by regulation 22, sets out the modifications to be made to mental health legislation having effect in the Bailiwick. Paragraphs 4 and 5 modify the Mental Health Review Tribunal Procedure Rules, 2012 to provide that the Mental Health Review Tribunal may properly be constituted according to specified criteria.

Regulation 23 provides for the deemed variance of Long Term Employment Permits, Medium Term Employment Permits and Short Term Employment Permits, to allow the holder to be resident without being employed and to be employed by a different employer from that specified in the Permit; and for the modification of the Population Management (Guernsey) Law, 2016 and other legislation to the extent necessary to give effect to this.

GUERNSEY STATUTORY INSTRUMENT

2021 No. 115

GREFFE
ROYAL COURT

20 OCT 2021

15 .
GUERNSEY

**The Emergency Powers (Coronavirus) (General Provision)
(Bailiwick of Guernsey) (No. 11) (Amendment) Regulations,
2021**

Made

19th October, 2021

Coming into operation

20th October, 2021

Laid before the States

, 2021

WHEREAS there are one or more persons within the Bailiwick, or who may enter the Bailiwick, who may be infected with Severe Acute Respiratory Syndrome Coronavirus 2, resulting in the occurrence of an emergency within the meaning of the Civil Contingencies (Bailiwick of Guernsey) Law, 2012^a;

AND WHEREAS one or more persons within the Bailiwick have died after being infected with Severe Acute Respiratory Syndrome Coronavirus 2;

AND WHEREAS there has been a recent surge of infections of several different variants of Severe Acute Respiratory Syndrome Coronavirus 2 in Europe;

AND WHEREAS there is evidence of community transmission of Severe Acute Respiratory Syndrome Coronavirus 2 within the Bailiwick;

^a Order in Council No. XIV of 2012; amended by Ordinance No. IX of 2016; and No. II of 2017.

AND WHEREAS the people of the Bailiwick are increasingly protected against infection with Severe Acute Respiratory Syndrome Coronavirus 2 as a result of the Bailiwick's vaccination programme and vaccination programmes implemented by other countries and territories;

AND WHEREAS the Civil Contingencies Authority ("**the Authority**") (having consulted the Medical Officer of Health in respect of the risk to public health created thereby and by the spread of Severe Acute Respiratory Syndrome Coronavirus 2, the virus causing the disease COVID-19, and in respect of the measures necessary to prevent or slow the spread of infection) is satisfied that the conditions set out in section 13 of the Law are satisfied, and that the following regulations contain only provisions which are appropriate for and proportionate to the purpose of preventing, controlling or mitigating the emergency referred to above;

AND WHEREAS the Authority is satisfied that the effect of the following regulations is in due proportion to that emergency, and that they are compatible with the Convention rights within the meaning of section 1 of the Human Rights (Bailiwick of Guernsey) Law, 2000^b;

NOW THEREFORE THE AUTHORITY, in exercise of the powers conferred upon it by sections 12(1), 14 and 19 of the Law, and of all other powers enabling it in that behalf, hereby makes the following regulations: –

Amendment of the General Provision (No. 11) Regulations.

1. (1) The Emergency Powers (Coronavirus) (General Provision) (Bailiwick

^b Order in Council No. XIV of 2000; amended by No. I of 2005; Ordinance No. XXXVII of 2001; No. XXXIII of 2003; No. XX of 2015; No. IX of 2016; No. XXVI of 2018; and G.S.I. No. 27 of 2006.

of Guernsey) (No. 11) Regulations, 2021^c are amended as follows.

(2) Regulation 19 (Blue Arrivals of 12 years of age and over: post-arrival testing requirements) is revoked.

(3) In the definition of "relevant time" at paragraph 1(9)(c) of Schedule 2 (Country Categories), for "48 hours" substitute "8 days".

Citation.

2. These Regulations may be cited as the Emergency Powers (Coronavirus) (General Provision) (Bailiwick of Guernsey) (No. 11) (Amendment) Regulations, 2021.

Extent.

3. These Regulations shall have effect throughout the Bailiwick.

Commencement.

4. These Regulations come into force on 20th October, 2021.

Dated this 19th day of October, 2021



P. T. R. FERBRACHE
Chairman of the Civil Contingencies Authority
For and on behalf of the Authority

^c G.S.I. No. 108 of 2021.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations are emergency regulations made by the Civil Contingencies Authority under Part 3 of the Civil Contingencies (Bailiwick of Guernsey) Law, 2012 ("the Law"). They are made on the occurrence of an emergency, within the meaning of the Law, in the Bailiwick, arising from the urgent need to prevent, control or mitigate the spread of the virus Severe Acute Respiratory Syndrome Coronavirus 2 and the disease caused thereby, COVID-19 (referred to together in these regulations as coronavirus). They are prefaced with a statement by the Civil Contingencies Authority, as required by section 12(2) of the Law. COVID-19 was made a notifiable disease for the purposes of the Public Health Ordinance, 1936 on 10th February 2020.

These Regulations amend the Emergency Powers (Coronavirus) (General Provision) (Bailiwick of Guernsey) (No. 11) Regulations, 2021. The amendments remove the requirement for Blue Arrivals – that is, persons who have arrived in the Bailiwick having spent all of the previous 10 days in the Common Travel Area – to take Lateral Flow Tests for COVID-19 on the day of arrival and specified days thereafter. They also extend the period in which an arrival in the Bailiwick may provide information as to his or her travel history (on the Travel Tracker website) from 48 hours before travel to 8 days before travel.

These Regulations come into force on 20th October, 2021, and shall have temporary effect only in accordance with the provisions of section 16 (duration and scrutiny of emergency regulations) of the Law.