



**Principal Port Operator's Licence**  
**for**  
**Ports of Jersey Limited**

# **JERSEY COMPETITION REGULATORY AUTHORITY**

**Licence issued to**

**Ports of Jersey Limited**

**under the**

**Air and Sea Ports (Incorporation) (Jersey) Law 2015**

The JCRA, in exercise of the power conferred on it by the Air and Sea Ports (Incorporation) (Jersey) Law 2015, grants to the Licensee, as Principal Port Operator, a Licence to carry out Port Operations in Jersey (as these terms are defined in the Conditions of this Licence) within, to and from Jersey and subject to the Conditions, all lawful Directions of the JCRA, and all applicable laws, rules, regulations, ordinances and orders of the States of Jersey.

**DATED** 1 November 2015

**SIGNED**

**Michael Byrne,  
Chief Executive,  
Jersey Competition Regulatory Authority**

## CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 A word or expression that is used in the Licence and the Conditions and is also used in the Law has, except where otherwise stated in the Licence or Conditions, the same meaning in the Licence and the Conditions as it has in the Law. In addition, the expressions set out below have the same meanings given to them below:

**“Access”**: means the ability to obtain a required service, facility or function;

**“Airport Area”**: means an area, designated by the JCRA, which requires a Port Operations Licence

**“Associated Company”**: means a company that controls or is controlled by the Licensee or which is under the control of the same person or persons as control the Licensee;

**“Conditions”**: means Conditions 1 through to 23 of this Licence, as may be amended, revoked or added to by the JCRA from time to time;

**“Direction”**: means a written statement issued by the JCRA to the Licensee with which a Licensee must comply;

**“Equal Access”**: means a facility provided whereby a User can access the Port Operations offered by another Licensed Operator;

**“Force Majeure”**: means any cause affecting the performance by the Licensee of any obligation hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental or States’ acts or regulations, fire, flood, inclement weather, terrorism or any disaster or an industrial dispute affecting the provision of Ports Operations. Any act, event, omission, happening or non-happening only will be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its officers, contractors, sub- contractors, agents, servants or employees;

**“JCRA”**: means the Jersey Competition Regulatory Authority;

**“Joint Venture”**: means a business arrangement in which undertakings are jointly controlled by two or more other undertakings, allowing the sharing of skills and resources.

**“Law”**: means the Air and Sea Ports (Incorporation) (Jersey) Law 2005

**“Licence”**: means this Licence to run Port Operations, subject to the Conditions;

**“Licence Commencement Date”**: means the date on which this Licence is signed by the JCRA;

**“Licence Fee”**: means the fee prescribed by the JCRA under Article 16 of the Law and payable by the Licensee;

**“Licensed Port Operator”**: means a person with overall responsibility for the management of all of the Air or Sea Port Area, as designated by the JCRA;

**“Licensee”**: means Ports of Jersey Limited;

**“Other Licensed Operator”**: means any person who, other than the Licensee, holds a licence granted and in force under the Law;

**“Port Operations”**: has the same meaning as set in the Law;

**“Principal Port Operator”**: means a person or organisation that has overall management of all of a Port Area;

**“Public Service Obligations”**: means the functions referred to in the Law as ‘Public Service Obligations’ which may be amended by Order of the Minister;

**“Sea Port Area”**: means an area, designated by the JCRA, which requires a Port Operations Licence

**“Subsidiary”**: has the same meaning as in the Companies (Jersey) Law 1991;

**“User”**: means a person, organisation or other entity that is a consumer of Port Operations;

1.2 In the Licence and these Conditions, unless the context indicates a contrary intention:

- (a) references to Conditions, paragraphs and subparagraphs are to Conditions, paragraphs and subparagraphs of the Conditions, as varied from time to time in accordance with the Conditions;
- (b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions, and reference to such a document is to that document as varied from time to time;
- (c) headings used for Conditions, paragraphs and subparagraphs are for ease of reference only and will not effect the interpretation of the Conditions;
- (d) references to any law, rule, regulation, ordinance, order or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same;

- (e) use of the word ‘includes’ or ‘including’ should be construed as being without limitation;
- (f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (g) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (h) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- (i) A reference to any party shall include that party’s personal representatives, successors and permitted assigns; and
- (j) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

## **2. SCOPE OF LICENCE**

- 2.1 This Licence authorises the Licensee to carry out Port Operations in Jersey.
- 2.2 The Licensee shall ensure the provision of safe, secure and efficient Port Operations for Jersey, whether by itself or by any other person acting as its subsidiary, agent, employee or subcontractor.
- 2.3 For the avoidance of doubt, this Licence shall be non-exclusive.
- 2.4 The Licence is personal to the Licensee and the Licensee shall not:
  - (a) sub-licence, assign or grant any right, interest or entitlement in the Licence nor transfer the Licence to any other person; or
  - (b) sell or pledge any of its assets which are necessary to provide the Port Operations which the Licensee is obliged to provide under this Licence, unless such assets are immediately replaced with equivalent assets, without the prior written consent of the JCRA, such consent not to be unreasonably withheld.

Condition 2.4 does not apply to:

- (i) a mortgage or other transaction entered into for the purpose of securing borrowing of the Licensee or a Subsidiary of the Licensee, or a Joint Venture being borrowings for the purpose of the Licensed Port Operations or the provision thereof or anything incidental thereto; or

- (ii) a transfer, assignment or other disposal of an interest in assets under an arrangement whereby the Licensee retains the use and benefit of such assets for the remainder of the useful life of such assets and for the duration of the Licence; or
- (iii) a transfer, assignment or other disposal of assets made in the ordinary course of business.

2.5 Subject to Condition 8, the Licensee shall notify the JCRA of the occurrence of any of the following:

- (a) any fact or event likely to materially affect the Licensee's ability to comply with any Condition including any change to the Port Operations which may detrimentally affect the permanence, availability or quality of the Port Operations;
- (b) an insolvency-related event in respect of the Licensee or a Subsidiary of the Licensee or a Joint Venture, or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

2.6 The Licensee shall notify the JCRA:

- (a) of any proposed Change of Control of the Licensee or Associated Company forthwith upon the Licensee, or its Chairman, Chief Executive Officer, Chief Operating Officer or any Director becoming aware of the proposed change; and
- (b) in any event, on the occurrence of any Change of Control of the Licensee, within thirty (30) days of that event.

2.7 On receipt of notification of Change of Control, the JCRA may:

- (a) approve, in writing, the change or the proposed change;
- (b) disapprove, in writing, the change or the proposed change, giving reasons; or
- (c) approve the proposed change or the change subject to the Licensee accepting a modification of the Licence under Article 17 of the Law,

and, or in addition to any of the above measures, the JCRA may issue such Directions to the Licensee or invoke any of the sanctions, penalties or remedies in the Law or the Licence as the JCRA considers necessary or appropriate.

In taking such action under this licence condition, the JCRA may have regard to whether or not the JCRA would have awarded the Licence to the Licensee had the Change of Control taken effect prior to the award.

- 2.8 In this Condition 2, “Control” shall mean any direct or indirect possession of any power or right that enables a person or group of persons to direct, or cause the general direction of, the management or policies of the Licensee or Associated Company by any means and in any event. A person or group of persons shall be deemed to Control the Licence if:
- (a) he or they exercise or control the exercise of fifty (50) percent or more of the votes able to be cast at general meetings of the Licensee on all, or substantially all, matters; or
  - (b) he is or they are able to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all matters or is able to appoint or remove a majority of the governing body of the Licensee or Associated Company; or
  - (c) He or they exercises or controls the exercise of fifty (50) percent or more of the partnership or other ownership interests of the Licensee or Associated Company
- and, in each case, reference to the Licensee or Associated Company shall include any person or group of persons who Controls the Licensee or Associated Company in any of such ways, and ‘Change of Control’ shall mean any change as a result of which any person or group of persons acquires Control.
- 2.9 The Licensee shall advise the JCRA, in writing, of any change of Chairman or Chief Executive Officer within thirty (30) days of the occurrence of that change.
- 2.10 The Licensee shall supply to the JCRA, in relation to itself and any Subsidiary which is controlled by the Licensee:
- (a) a copy of its annual return on the same date on which it is required to be filed in accordance with the laws of Jersey;
  - (b) a copy of its annual report and accounts on the same date on which it is circulated to shareholders of the relevant body corporate; and
  - (c) in relation to any Subsidiary or the Licensee, where the relevant body corporate is not incorporated in Jersey, any returns, reports, accounts or other information under the laws of any applicable jurisdiction which are, in the opinion of the JCRA, analogous or equivalent to the above, at such times and in such forms as the JCRA directs.
- 2.11 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the Port Operations and for the exercise of its rights or discharge of its obligations under this Licence.

2.12 The Licensee shall ensure that:

- (a) the administration and management of the business associated with the running (including establishment, maintenance and operation) of the Port Operations shall be conducted from the Bailiwick of Jersey; and
- (b) its business is conducted in a manner which the JCRA is satisfied is on a normal commercial basis and at arm's length from the business of any of its shareholders or Subsidiaries, Associated Companies or Joint Ventures.

### **3. LICENCE FEE**

3.1 The Licensee shall pay the Licence Fee in the manner directed by the JCRA.

3.2 Without prejudice to any remedies of the JCRA under this Licence or the Law, if the Licensee fails to pay any amount due to the JCRA under this Condition 3 by the due date, the unpaid amount will accrue interest daily from the due date to the date of payment at four (4) percentage points above the published base rate of the Bank of England.

### **4. COMPLIANCE**

4.1 In addition to the Conditions, the Licensee shall comply with:

- (a) any obligation imposed on it by the Laws or by any law, regulation, rule, ordinance or order; and
- (b) any Direction duly issued by the JCRA under the Law or by any law, regulation, rule, ordinance or order of the States of Jersey or this Licence.

### **5. PROVISION OF INFORMATION**

5.1 For the purpose of monitoring the Licensee's compliance with the Conditions and the law, the Licensee shall provide to the JCRA in the manner and at the times required by the JCRA, any documents, accounts, returns, estimates, reports or other information (whether financial, operational, technical or otherwise) including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.

5.2 The Licensee shall, within ninety (90) days of the Licence Commencement Date, provide the JCRA with a comprehensive report on its provision of port facilities and services, and the anticipated future use, and provide updates on the report as requested by the JCRA from time to time.

5.3 The JCRA may require an examination, investigation or audit of any aspect of the Licensee's business relating to the Port Operations or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the JCRA in relation to any such examination, investigation or audit. The JCRA may



issue Directions with regard to the manner in which such an examination, investigation or audit is carried out, including the creation of financial and/or technical specifications or documentation.

- 5.4 In particular, the JCRA may authorise a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the Port Operations to ensure compliance with the Conditions. The Licensee shall allow the JCRA's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Subsidiaries or Joint Ventures' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Subsidiaries or Joint Ventures, as may be required in order to carry out the examination, investigation or audit.
- 5.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit connected under this Condition.

## **6. MODIFICATION**

- 6.1 The JCRA may from time to time modify, delete or add to any Condition in this Licence. Any modification, deletion or addition to the Conditions shall be made in accordance with Article 17 of the Law and any other requirements under any applicable law.

## **7. ENFORCEMENT AND REVOCATION**

- 7.1 The JCRA may at any time revoke this Licence in accordance with the provisions and procedures set out in Articles 21 of the Law. The JCRA may also take any action to enforce any Condition of this Licence in accordance with Article 19 and 20 of the Law or any Direction issued relating to this Licence.

## **8. EXCEPTIONS AND LIMITATIONS OF THE LICENSEE'S OBLIGATIONS**

- 8.1 If the Licensee is prevented from performing any of its obligations under this Licence because of Force Majeure:
- (a) the Licensee shall notify the JCRA of those obligations it is prevented from performing and the reason why as soon as reasonably practicable; and
  - (b) the JCRA may suspend those obligations and the Licensee will not be liable to perform those obligations, for so long as the Force Majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this Licence or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternative sources, work-around plans or other means.

## **9. INTEGRITY OF PORT OPERATIONS**

- 9.1 The Licensee shall take all reasonable steps to ensure the integrity of Port Operations and may refuse to carry out operations or provide services which it is obliged to a particular User if providing those services would or would be likely to cause damage or interference to Port Operations for Jersey.
- 9.2 The Licensee shall provide details with regard to any proposed refusal to the JCRA. The JCRA shall issue a determination on the matter.

## **10. MATTERS OF INTEREST TO JERSEY**

- 10.1 The Licensee shall, in connection with its establishment, operation and maintenance of the Port Operations take reasonable steps to prevent any Port Operations from being used in, or in relation to, the commission of offences against the laws of Jersey.

## **11. TERM**

- 11.1 The Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the Law and subject to any revocation by the JCRA.

## **12. MISUSE OF DATA**

- 12.1 The Licensee shall not make use of any data of any nature which becomes available to it directly or indirectly as a result of its activities as a Principal Port Operator, in any way which, in the reasonable opinion of the JCRA, would unduly prefer the interests of any business carried on by the Licensee or a Subsidiary, Associated Company, or Joint Venture of the Licensee, or place Other Licensed Operators at an unfair disadvantage.

## **12. PUBLIC SERVICE OBLIGATIONS**

- 12.1 The Licensee is responsible for discharging certain functions referred to in the Law as 'Public Service Obligations' ("PSO"). The Licensee shall comply with any Agreement with the Minister for the purpose, or in the absence of an Agreement, as directed by the Minister.
- 12.2 The PSO functions may be amended by Order of the Minister, and the Licensee shall advise the JCRA of any such amendments.
- 12.3 For the avoidance of doubt, the PSO do not form part of Port Operations covered by this licence.

## **13. DIRECTIONS OR GUIDANCE TO THE JCRA FROM THE MINISTER**

- 13.1 The Licensee may be required to assist with the implementation of any Directions or guidance given to the JCRA under Article 27 of the Law which can only be implemented by, or with the assistance of, the Licensee.

#### **14. CONSUMER PROTECTION**

- 14.1 The Licensee shall, in the manner and at the times specified by the JCRA, publish the standard terms and conditions, including tariffs, under which it provides each category of Port Operations to Users. In the absence of any other Direction from the JCRA, the Licensee shall ensure that a current statement of all applicable terms and conditions is:

- (a) filed with the JCRA; and
- (b) promptly made available for inspection at the request of any member of the public or promptly sent to them by post and/or electronic means on request.

- 14.2 The JCRA may direct the Licensee to change the Licensee's standard terms and conditions.

- 14.3 The Licensee shall within three (3) months of the Licence Commencement Date publish an appropriate code of practice ("Consumer Code") for the resolution of User disputes. This may be an interim document, with the final version published within twelve (12) months. The JCRA may issue Directions to the Licensee specifying any modifications or additions that it considers should be made to the Consumer Code.

- 14.4 The Consumer Code shall identify a transparent, simple, inexpensive procedure in order to address, inter alia, the following:

- (a) the appointment of a representative of the Licensee to be the first point of contact for Users;
- (b) a means of recording complaints against and disagreements with the Licensee;
- (c) the procedure and timeframe in which the Licensee will respond to complaints and disagreements;
- (d) the method and duration of retention of records of complaints and disagreements; and
- (e) the level of any compensation that the Licensee may offer where complaints have been upheld or not satisfactorily resolved.

If a complaint or disagreement remains unresolved for three (3) months, either party may refer it to the JCRA for determination.

- 14.5 The Consumer Code may be amended by the Licensee, provided that the Licensee shall notify the JCRA and publish the proposed changes twenty-eight (28) days in

advance of their coming into effect. The JCRA may issue Directions to the Licensee as to the changes, including but not limited to Directions not to make the changes, Directions to amend the changes further or Directions as to the timing of the changes.

- 14.6 The Licensee shall participate in good faith in any dispute resolution procedure established by the JCRA for the resolution of disputes.
- 14.7 The Licensee shall publish within three (3) months of the Licence Commencement Date a statement setting out the minimum service levels for Users in respect of each category of Port Operations it offers, and exceptions to these, and the compensation or refunds it will offer to Users or prospective Users where service levels are not met. The Licensee shall also submit the statement to the JCRA. This may be an interim document, with the final version published within twelve (12) months.
- 14.8 The JCRA may consult publicly on the statement provided in accordance with Condition 14.7 and issue Directions to the Licensee specifying any modifications or additions that it considers should be made to the statement. The Licensee shall then re-publish the statement in the agreed form, in accordance with any Directions as to publication made by the JCRA, and shall forthwith implement the same. The JCRA may from time to time issue further Directions requiring modifications or additions to the statement and as to its re-publication and implementation.
- 14.9 The Licensee shall submit at the end of every six (6) month period or at such intervals as the JCRA directs, a written report to the JCRA setting out:
- (a) the extent to which the Licensee has succeeded in meeting the targets described in Condition 14.7;
  - (b) the compensation that has been paid in relation to complaints or disagreements where the Users' complaints were upheld and why complaints were dismissed; and
  - (c) such other matters that the JCRA directs should be included in the report.
- 14.10 The JCRA may require the Licensee to set up, at its expense, a user council or Councils for the specific purpose of obtaining and representing the views of Users.

## **15. DEVELOPMENT OF PORT OPERATIONS FACILITIES AND SERVICES**

- 15.1 The Licensee shall develop and operate the Port Operations so as progressively to achieve standards in line with international best practice, relevant standards and other benchmarks as the JCRA may direct from time to time.
- 15.2 In order to meet the objectives set out in this Condition, the Licensee shall, within three (3) months of the Commencement Date submit to the JCRA a plan setting out the target levels it will achieve for Port Operations (to be known as the 'Port Operations Development Plan') and a monitoring plan (to be known as the 'Port

Operations Monitoring Plan’) (together, “the Plans”), which provides for accurate measurement of each of the target levels.

15.3 The Plans will describe:

- (a) how actual performance will be monitored;
- (b) the process for the collection and analysis of suitable data; and
- (c) the procedures for internal review and performance improvement planning by the Licensee.

15.4 The JCRA may direct the Licensee to update and resubmit the Plans.

15.5 The JCRA may direct the Licensee as to matters to be included in the Plans and may amend or replace such Direction.

15.6 The JCRA may include as a Condition of this Licence the targets specified by the Licensee in the Plan and the Licensee shall be deemed to be in breach of its Licence if the target levels are not achieved.

15.7 Within forty-five (45) days of the end of each six (6) month period, the Licensee shall provide the JCRA with a written report in a form required by the JCRA on its achievements under the Plans during the preceding six (6) months.

15.8 The Licensee shall comply with any Directions issued by the JCRA from time to time regarding any other quality of service indicators and measurement methods for Port Operations and shall, as and when required, supply to the JCRA in a form specified by the JCRA, the results of its measurements of actual performance against any quality or service indicators and measurements so specified, and the JCRA may publish or require publication of such information as it considers appropriate.

15.9 The Licensee shall provide such information as is required by the JCRA for the purpose of assessing service levels and the development of Port Operations.

## **16. CESSATION OF THE PROVISION OF THE PORT OPERATIONS**

16.1 If the Licensee proposes to cease to provide all or a material part of the Licensed Port Operations it shall give not less than four (4) months notice in writing to the JCRA of the proposal and its plans in relation to the cessation. Such cessation shall be affected only with the consent of the JCRA in relation thereto and the Licensee shall comply with any such Directions.

16.2 At any time within four (4) months before the expiry of the Licence or if the JCRA receives a notice under this Condition or if the JCRA has made a decision pursuant to Article 21 of the Law to revoke the Licence, the JCRA may, after consultation with the Licensee, direct it in writing to take such steps as are specified in the Direction,

being steps the JCRA considers necessary or expedient to ensure the safety of the Port Operations or the continuity and continuation of the provision of Port Operations or any constituent parts thereof, and the Licensee shall comply with any such Directions.

## **17. EQUAL ACCESS**

- 17.1 The Licensee shall at the request of an Other Licensed Operator or if directed by the JCRA make equal access available to that Other Licensed Operator. The JCRA may direct the terms upon which such Equal Access shall be provided and the JCRA may make subsequent Directions modifying or supplementing the regulation of Equal Access.

## **18. SEPARATION OF ACCOUNTS**

- 18.1 Within six (6) months of the Licence Commencement Date, the Licensee shall confirm to the JCRA that it maintains accounting records in a form that enables the activities specified in any Direction given by the JCRA to be separately identifiable, and which the JCRA considers to be sufficient to show and explain the transactions of each of those activities.
- 18.2 The JCRA may require reports on the accounting records and/or activities from time to time. The JCRA may direct the Licensee as to the basis and timing of such reports as the JCRA may require.

## **19. CROSS SUBSIDISATION**

- 19.1 The Licensee shall not unfairly cross subsidise or unfairly subsidise the establishment, operation or maintenance of any Port Operations.
- 19.2 To enable the JCRA to evaluate where any unfair cross-subsidisation or unfair subsidisation is taking place, the Licensee shall record at full cost, as defined by the JCRA, in its accounting records any material transfer of assets, funds, costs, rights or liabilities between a part and any other part of its business, and between it and its Associated Companies or any Subsidiary or Joint Venture of the Licensee, and shall comply with any Directions issued by the JCRA for this purpose.

## **20. UNDUE PREFERENCE AND UNFAIR DISCRIMINATION**

- 20.1 The Licensee shall not show undue preference to, or exercise unfair discrimination against, any User regarding the provision of any Port Operations. The Licensee will be deemed to be in breach of this Condition if it favours any business carried on by the Licensee or a Subsidiary or Joint Venture or Other Licensed Operator so as to place Other Licensed Operators competing with that business at an unfair advantage in relation to any licensed activity.

## **21. LINKED SALES**

- 21.1 The Licensee shall not make it a condition of providing any Port Operations, or providing Access that a User or Other Licensed Operator should acquire from the Licensee, or any person specified by the Licensee, any port services other than one that is specifically required by the person concerned, unless the Licensee has:
- (a) notified the JCRA of its intention to do so; and
  - (b) has satisfied the JCRA that either there is a technical reason why such a bundling of port services should occur, or that there is a sufficient economic benefit to the Users to justify the bundling.
- 21.2 The provisions of this Condition shall not prevent the Licensee from offering discounts in accordance with any discount scheme which complies with the Condition relating to Price Regulated Services as set out in Condition 22.

## **22. PRICE REGULATED SERVICES**

- 22.1 Where the Licensee intends to introduce:
- (a) new prices for any Port Operations, or prices for new Port Operations to be introduced by the Licensee;
  - (b) any discounts or premiums to published prices for Port Operations within a relevant market in which the Licensee has been found to be dominant, or for any Users to whom additional services or goods are provided by the Licensee or any of its Subsidiaries or Joint Ventures; or
  - (c) special offers to all or any of its customers for particular categories of Port Operations where those Port Operations have been found to be within a relevant market in which the Licensee has been found to be dominant,
- it shall publish the same at least twenty-one (21) days prior to their coming into effect or otherwise as required by the Law, and provide full details of the same to the JCRA.
- 22.2 The JCRA may determine the maximum level of charges the Licensee may apply for Port Operations within a relevant market in which the Licensee has been found to be dominant. A determination may:
- (a) provide for the overall limit to apply to such Port Operations or categories of Port Operations or any combination of Port Operations;
  - (b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or

- (c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.

22.3 All published prices, discount schemes and special offers of, or introduced by, the Licensee for Port Operations shall be transparent and non-discriminatory; all prices and discount schemes shall be cost-justified and all special offers shall be objectively justifiable.

22.4 If the JCRA, after consulting the Licensee and such other persons as it may determine, is satisfied that any published price, discount scheme or special offer is in breach of the Law or this Licence, the JCRA may, by issuing a Direction, require the Licensee to bring the relevant prices, discount schemes or special offers into conformity with the Law and/or requirements of this Licence.

### **23. FAIR COMPETITION**

23.1 The Licensee shall:

- (a) not abuse any position of significant market power and/or established position in any Port Operations;
- (b) not engage in any practice or enter into any agreement that has the object or the likely effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Port Operations;
- (c) comply with any Direction issued by the JCRA for the purpose of preventing any market abuse or any practice or arrangement that has the object or effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Port Operations.



## **ANNEX ONE: LICENSED PORT AREAS**

This Licence covers the Port Areas as that property transferred to Ports of Jersey Limited by Part 2 of the Schedule to the Air and Sea Ports Incorporation (Transfer) (Jersey) Regulations 2015 on 1 October 2015.

These can be found in

<http://www.statesassembly.gov.je/AssemblyPropositions/2015/P.80-2015.pdf>