

GRIMSBY FISH DOCK ENTERPRISES LIMITED

**Wharnccliffe Road, Fish Docks, Grimsby
(GFDE)**

RULES AND REGULATIONS

These Rules and Regulations apply to any person entering onto the Complex (as defined below) at Wharnccliffe Road, Fish Docks, Grimsby. Entry onto the Complex by any person will be deemed to be acceptance by such person of the provisions of the Rules and Regulations and deemed confirmation that such person has read and understood these Rules and Regulations.

For the purposes of clarity, these Rules and Regulations also apply to the employees of Grimsby Fish Merchants Association Limited staff and its members, the employees of Grimsby Fish Market Services Limited and the employees of Quayside Distribution Limited together with any agents or sub-contractors of those organisations.

1. DEFINITIONS

‘AF’ means Agent, Atlantic Fresh

‘Agent’ means bona fide Fish selling Agent

‘Agents Permit’ means the Permit issued under clause 3.2

‘Auction’ means selling of fish commencing at 0700 Monday to Friday on the Grimsby Fish Market area within the Complex

‘BRC’ means British Retail Consortium

‘Business’ means any sole trader, partnership or company having business on the Complex

‘Business Permit’ means the Permit issued under clause 3.5

‘Complex’ means GFDE Grimsby Fish Market Complex at Wharnccliffe Road, Fish Docks, Grimsby or any other areas under the control of G.F.D.E

‘Drawn Fish’ means fish on the auction that has been sold by arrangement prior to the commencement of the auction

‘Employee’ means the Employee of any Business. This also includes any director, partner, owner, agent, sub-contractor or guest of the Business

‘EHO’ means Environmental Health Officer

‘Executive Manager’ means the Manager of the Complex appointed by G.F.D.E

‘Fish Docks’ means Number 1 and Number 3 Fish Docks Grimsby

‘Fish Market’ means the Fish Auction Market at the Complex

‘FMA’ means Grimsby Fish Merchants Association Ltd

‘Fish Settlement’ means merchants payment scheme for fish purchases

‘Guarantee’ means amount of money deposited to cover purchases on the Fish Market

‘GFMS’ means Grimsby Fish Market Services Ltd

‘GFDE Health and Safety & Policy’ means the GFDE Health and Safety Policy in force from time to time (a copy of which can be inspected at the offices of GFDE on request or can be obtained from their website www.grimsbyfishmarket.co.uk)

‘GFVOA’ means Grimsby Fishing Vessel Owners Association

‘Group’ means GFDE, FMA, QSD and GFMS

‘JBA’ means Agent, Jens Bojen Associates

'Landings' means any fish being brought to the Market either by vessel or vehicle, made available for sale after tipping, sorting or weighing

'Licensed Agent' means the holder of an Agent's Permit

'Market Controllers' means the Market Controllers appointed by G.F.D.E

'Market Users Executive' means one person each from GFDE, FMA, GFVOA, AF and JBA

'Permit' means the Business Permit or the Agents Permit or the Temporary Permit

'Photographic Permit' means a photo of the holder on the permit

'Pre Sold' means fish that has been sold by arrangement that is not going to be auctioned

'QSD' means Quayside Distribution

'Rules and Regulations' means these Rules and Regulations (or as the same are amended from time to time)

'Temporary Permit' means the Permit issued under clause 3.1

'Traffic Control' means the control centre for the Complex situated at the Commercial Vehicle entrance and operated by QSD

'Vehicle Permit' means a Permit issued in accordance with clause 3.6

2. PERMITS

- 2.1 A photographic Permit will be issued to every bona fide employee or member of GFDE, GFMS, GFVOA, QSD and the FMA, and reviewed annually. Proof of employment to be provided if required by GFDE.
- 2.2 Permits will be issued entirely at the discretion of GFDE in accordance with clause 3. Any Permits issued remain the property of GFDE at all times. All permits are registered electronically and records will be kept of all persons entering and leaving the Complex.
- 2.3 Persons without a Permit will not be allowed onto the Complex unless prior arrangements have been made with an authorised representative or officer of one member of the group. Temporary Permits can be allocated, see 3.1
- 2.4 Entry onto the Complex is divided between commercial vehicles on the South side and cars/pedestrians on the North side. Both are governed by a Permit system.
- 2.5 Where a Permit is issued it must be worn by the Permit holder so that it is immediately visible at all times whilst the Permit holder is on the Complex. Any person not wearing a Permit will leave the Complex immediately on the request of GFDE
- 2.6 Permits are not assignable or transferable by the Permit holder. Where any person is found in possession of a Permit which has not been issued to him or her by GFDE or with GFDE's written authority, they will be immediately required to leave the Complex or shall be refused entry to the Complex.
- 2.7 Replacement permits will be issued at a cost and such cost will be charged to the Employee or their Business.

3. ISSUING OF PERMITS

3.1 Temporary Permit

Temporary visitors to the Complex must report on arrival to the reception area, situated at the main building and accessible from the north car park, where their request for admission will be considered. A copy of these Rules and Regulations and the GFDE Health and Safety Policy will be made available for inspection by them and if admission is authorised by GFDE then upon signed acceptance they will be issued with a Temporary Permit. Visitors solely attending the office and administration block of the Complex will not require an electronic Permit as they will not have access to operational areas of the Complex.

3.2 Agents Permit

An Agent's Permit will only be issued to agents who are responsible for the selling of fish on the Complex and are members of the GFVOA.

- 3.2.1 The issue of an Agents Permit is at the sole discretion of GFDE.
- 3.2.2 The Agents Permit may be revoked by GFDE at its absolute discretion if the Licensed Agent defaults on any arrangement made by him on behalf of a seller of fish or on his own behalf, or breaches any of these Rules or commits any unlawful act or otherwise in the opinion of GFDE brings himself, any user of the Complex or the fishing industry in Grimsby into disrepute.
- 3.2.3 All Agents must adhere to the Dress Code, BRC[m3] Rules and Food and Health and Safety legislation and EHO regulations (see 3.2.4). Specifically for the Fish Market auction, clean white protective clothing, suitable headgear and suitable protective waterproof footwear, i.e. wellington boots[m4], are standard requirement.
- 3.2.4 **FOOD SAFETY ACT 1990**

8. Selling food not complying with food safety requirements.

(1) Any person who –

(a) sells for human consumption, or offers, exposes or advertises for sale for such consumption, or has in his possession for the purpose of such sale or of preparation for such sale; or

(b) deposits with, or consigns to, any other person for the purpose of such sale or of preparation for such sale,

...any food which fails to comply with food safety requirements shall be guilty of an offence.

14. Selling food not of the nature or substance or quality demanded.

(1) Any person who sells to the purchaser's prejudice any food which is not of the nature or substance or quality demanded by the purchaser shall be guilty of an offence.

3.3 **FMA permits / Grimsby Fish Market Auction Permits**

- 3.3.1 A Business applying for a Permit to use the Fish Market must either be a member of the FMA or an agent.
- 3.3.2 If the Business is not a member of the FMA, or a contributing member of the Group, a licence fee[m5] for the grant of a Permit will be charged of £1500 per annum (or such revised sum as GFDE may determine from time to time). In consideration for an FMA member being granted with a Permit to use the Fish Market, such Member warrants to GFDE that it has a 'Guarantee' to buy fish on the market with GFDE. (Any shortfall in the 'Guarantee' must be made up by insurance).
- 3.3.3 All transactions on the Fish Market must be paid for through the 'Fish Settlement[m6]' on the terms agreed by the members of the FMA.
- 3.3.4 Fish Settlement week is a Thursday to the following Wednesday with the amount being payable on the following Tuesday, Fish Settlement day.
- 3.3.5 Payment is due by 1300 hrs on each Tuesday unless notified otherwise due to the Christmas break or Bank Holidays.
- 3.3.6 All FMA members must adhere to the Dress Code, BRC[m7] Rules and Food and Health and Safety legislation and EHO regulations. Specifically for the Fish Market auction, clean white protective clothing, suitable headgear and suitable protective waterproof footwear, i.e. wellington boots[m8], are standard requirement.
- 3.3.7 Members of the FMA must not bring any member of the group or the Grimsby Fish industry into disrepute.

3.4 GFDE reserves the right to suspend any member of the FMA or any other person using the Market in the event that such member has:

- 3.4.1 Failed to comply with their obligations as regards payments to and on behalf of members.
- 3.4.2 Illegal[m9]ly or without authority removed fish or goods from the Complex or other FMA Members' premises subject to satisfactory evidence and/or successful prosecution.
- 3.4.3 Engaged in any fighting, physical assaults, threatening and/or intimidation of another member, to their employees, or a family member.
- 3.4.4 Failed to ensure that payments to employees bona fide are legal and accurate in all respects and that bookkeeping is maintained in accordance with all applicable laws of all appropriate authorities/ bodies.
- 3.4.5 A failure to advise the FMA when employees are dismissed for proven criminal acts e.g. unauthorised removal of company property, in particular fish.
- 3.4.6 Misuse of boxes (distribution of fish to other ports, storage of offal, storing in cold storage) or other equipment used for the landing and sale of fish.

- 3.4.7 Committed a criminal offence that could result in a prosecution undertaken by a member, or one of their employees, which the Market Users Executive believe would bring the Association into disrepute.
- 3.4.8 Engaging in any activity which is considered to be anti-competitive or to give members an unfair commercial advantage as against other members.

3.5 Business Permits

- 3.5.1 Other Businesses using the Complex may apply for an appropriate long term Permit for themselves and each of their Employees and/or vehicles.
 - 3.5.2 Upon receipt of a written application by a Business, GFDE will consider such application and if GFDE approves the application, will issue to the Business a copy of these Rules and Regulations and a Permit for each Employee. The GFDE Health and Safety Policy can be inspected at the offices of GFDE on request or can be obtained from their website www.grimsbyfishmarket.co.uk.
 - 3.5.3 The issue of approved Permits by GFDE is subject always to the Business first sending to GFDE a duly completed personnel form to GFDE's satisfaction for each Employee for which it requires a Permit.
 - 3.5.4 GFDE shall be entitled to reject the issue of any Permit to any Business or employee, agent or sub-contractor of such Business at its absolute discretion.
 - 3.5.5 It will be the responsibility and liability of the Business to ensure that their Employees are given copies of and comply with the requirements of the Rules and Regulations and the GFDE Health and Safety Policy whilst their Employees are on the Complex. The Business shall be liable for the acts and omissions of the Employees issued with Employees Permits during the time that the its Employees are on the Complex and the Business agrees to indemnify GFDE and keep GFDE fully indemnified against all losses, costs, claims, liabilities, demands and actions which GFDE may suffer or incur as the result of any act or omission of such Employee whilst such Employee is on the Complex.
- 3.6 Also, Businesses may make written application for a Vehicle Permit for specified vehicles and if such application is approved by GFDE the Business will be issued with a copy of these Rules and Regulations and a Vehicle Permit. The GFDE Health and Safety Policy can be inspected at the offices of GFDE on request or can be obtained from their website www.grimsbyfishmarket.co.uk. A separate application must be made for a Permit for drivers of such vehicles.

4. CONDUCT ON THE GFDE PREMISES

- 4.1 Any person granted a Permit by GFDE will be bound by these Rules and Regulations and the GFDE Health and Safety Policy at all times when on the Complex and hereby undertakes to comply with such Rules and Regulations and the G.F.D.E Health and Safety Policy. (A copy of these Rules and Regulations and the GFDE Health and Safety Policy can be inspected at the office of GFDE on request or obtained from their website www.grimsbyfishmarket.co.uk).
- 4.2 Without prejudice to the duty to comply with these Rules and Regulations and the provisions of the GFDE Health and Safety Policy all persons entering the Fish Auction Market are reminded that the GFDE Health and Safety Policy makes the following provisions:-
 - 4.2.1 on no account must any person walk or stand on boxes of fish.
 - 4.2.2 all persons attending fish Auctions must wear clean white coats, suitable headgear and suitable protective waterproof footwear, i.e. wellington boots[m10].
 - 4.2.3 it is required[m11] that all persons entering the market do not wear earrings, watches, bracelets, have no visible piercings and wear only a plain wedding band.
 - 4.2.4 all staff 'Landing' fish must wear clean full protective wet gear, suitable headgear and suitable protective waterproof footwear.
 - 4.2.5 all other persons must wear clean protective clothing, suitable headgear and suitable protective waterproof footwear and HiViz.
 - 4.2.6 anyone inappropriately dressed for the Auction and wishing to attend the Auction, will be provided with hat, coat and wellingtons, purchased or hired from GFDE and such cost will be charged to the Employee or their Business.
 - 4.2.7 no smoking is allowed in any part of the Complex, quays, auction market or building other than the two designated smoking areas[m12]. These are located in the north car park and the south end of the fish market and are clearly signposted.
 - 4.2.8 no food or drink shall be permitted on the Fish Auction Market.
 - 4.2.9 at all times strict hygiene must be observed and no unhygienic practices are tolerated, e[m13].g. spitting.

- 4.2.10 all persons entering the market must use the hand washing and footbath facilities provided.
- 4.2.11 all persons who have suffered from food poisoning[m14] symptoms, such as vomiting and diarrhoea, must refrain from entering the market until they have been free of symptoms for 48 hours, in line with the Food Standards Agency recommendations.
- 4.2.12 all persons attending the Auction hereby agree to the hygiene standards set down by BRC for this Complex. (A copy is available from the Executive Manager).

5 HIRING AND USE OF EQUIPMENT

- 5.1 GFDE has certain equipment available for hire on the Complex. To use this equipment prior authorisation from the Market Controllers must be obtained.
- 5.2 All use of any equipment (whether GFDE or third party equipment) at the Complex is subject to the GFDE Health and Safety Policy from time to time[m15].

6 USE OF VEHICLES ON THE COMPLEX

- 6.1 Any person driving a vehicle onto the Complex must have a valid UK/EU driving licence[m16].
- 6.2 All commercial Vehicles entering the Complex must report to Traffic Control.
- 6.3 Where Vehicle Permits have been issued these must be clearly displayed in the windscreen of the vehicle prior to entry onto the Complex and must be clearly displayed throughout the time that the vehicle remains on the Complex.
- 6.4 Any vehicle being brought onto the Complex must have a minimum of third party insurance and an M.O.T. certificate[m17], where necessary, or an A.B.P. Dock Estate equivalent and a copy of these must be made available to GFDE immediately on request.
- 6.5 There are car parking facilities on the GFDE complex. Anyone bringing vehicles on to the complex is expected to park in the designated areas. Failure to do this, for example, by parking on the kerbside or in a disabled or emergency bay, will result in cancellation of the vehicle permit and future access[m18] by vehicle on to the complex will be denied.
- 6.6 No petrol or diesel powered vehicles shall be brought into the Fish Auction Market of the Complex.
- 6.7 Any fork lift truck brought on to the complex must be regularly serviced, inspected and insured and a copy of the relevant documents made available to GFDE immediately on request.
- 6.8 Anyone driving a fork lift truck within the Complex must be fully trained and licensed and a copy of their licence[m19] must be handed to GFDE on request[m20].
- 6.9 In the interest of ensuring the prevention and detection of the theft of fish GFDE reserves the right to search any vehicle brought onto the Complex by any person whilst that vehicle remains on the Complex. The driver will be required to remain with the vehicle whilst such search is carried out.
- 6.10 Any vehicle brought onto the Complex and left on the Complex after the driver has left the Complex will be deemed to be abandoned at the Complex and GFDE shall have the right (exercisable at its discretion) to have the vehicle removed from the Complex at the cost of the holder of the Vehicle Permit of (in the case of a temporary visitor to the Complex) that person.

7 REMOVAL OF FISH FROM THE COMPLEX

- 7.1 All removal of fish from the Fish Auction Market must be authorised by the owner (or agent/representative of the owner) of the fish. Any unauthorised removal of fish from the Fish Auction Market is prohibited.
- 7.2 Fish that is 'Drawn' before the sale or 'Pre Sold' fish will be transhipped by GFDE staff only, to a designated bay outside for removal by the purchaser. GFDE shall be permitted to charge for this service at its rates for such service from time to time.
- 7.3 Authorisation must be given by the Agent or GFDE in the form of a note with the details on it.
- 7.4 'Drawn' fish may only be removed subject to 7.3 above and from the hours of 0530 onwards.
- 7.5 GFDE may check the detail in the note when the fish leaves the Complex.
- 7.6 No fish will be removed from the individual sale area until the Auction has either passed into the next compartment or the sale is finished.
- 7.7 No entry into the Auction from the bay area will be allowed until after the sales have passed through each compartment.

8 DAMAGE TO GFDE PROPERTY/EMERGENCIES

- 8.1 Any damage which is caused[m21], witnessed or noticed on the Complex or any accident or incident on the Complex resulting in damage to property or injury to any persons must be reported immediately to the Market Controllers/Managers or the Executive Manager and an appropriate accident report form completed immediately.

- 8.2 Any vandalism or malicious damage caused to any part of the Complex must be reported immediately to the Market Controllers or the Executive Manager.
- 8.3 Any accident or incident must be reported immediately and in every case, before leaving the Complex. Failure to carry out this correct reporting procedure will deem any future claim inadmissible[m22].

9 SUSPENSION AND/OR EXPULSION FROM THE COMPLEX

GFDE reserves the right to expel from or refuse entry to the Complex or withdraw or suspend the Permit from any person entitled to enter the Complex pending an investigation into any of the matters referred to in this clause, namely if any person:

- 9.1 Has no Permit or the Permit issued to him or her has been withdrawn or cancelled by GFDE
- 9.2 Defaces or alters any Permit.
- 9.3 Receives a Permit from any other person or transfers a Permit (without the prior written authority of GFDE) to any other person[m23].
- 9.4 Holds a Permit (without the prior written authority of GFDE) whose issue was not authorised by G.F.D.E[m24].
- 9.5 Fails to comply with the GFDE Health and Safety Policy.
- 9.6 Fails to comply with these Rules and Regulations in any manner whatsoever.
- 9.7 Removes fish from or within, the Fish Auction Market or from any part of the Complex without proper authority from the owner or the agent or representative of the owner of the fish.
- 9.8 Is in possession of fish on any part of the Complex without the authority of the owner or the agent or representative of the owner of the fish.
- 9.9 Is convicted by a court of law of theft of fish or receiving stolen fish or any other offence which in the opinion of GFDE makes it undesirable to allow them access to Complex.
- 9.10 Uses any equipment (whether of GFDE or of a third party) without prior authority from the owner or without any applicable certificate of competence.
- 9.11 Brings mechanically and/or electrically faulty and/or uninsured equipment onto the Complex.
- 9.12 Drives any vehicle of whatever nature within the Complex without third party insurance and[m25] an M.O.T. certificate, where necessary, or[m26] A.B.P. Dock equivalent or[m27] UK/EU driving licence.
- 9.13 Fails to produce any documentation required to be produced by these Rules and Regulations to GFDE on demand.
- 9.14 Commits damage to GFDE property or fails to report damage to GFDE property or commits damage to the property of any other person on the Complex or damage to the property of the FMA, GFMS or QSD.
- 9.15 Causes death or personal injury to any other person while on the Complex.
- 9.16 Bring[m28]s animals (of any kind) onto the Complex[m29], with the exception of guide dogs.
- 9.17 Ceases to carry on a Business or ceases to be employed by a person carrying on a Business.
- 9.18 Is guilty of conduct which is or may be detrimental or prejudicial to the good name and reputation of GFDE.

10 NOTIFICATION OF EXPULSION

- 10.1 Within 48 hours of any expulsion or suspension under Clause 9 above, G.F.D.E will notify in writing the employer or agent of a Permit holder whose Permit has been withdrawn or suspended, setting out the reasons for the decision to withdraw or suspend.
- 10.2 Where a Permit is suspended or withdrawn, the Business shall immediately return the Permit to GFDE and shall procure that any Employee does likewise.
- 10.3 The Business will undertake such investigation and disciplinary action as it deems necessary and GFDE will, upon request, provide such reasonable information as may be required to assist such investigation.
- 10.4 The Business or the individual Permit holder shall be entitled to appeal against the withdrawal or suspension of a Permit under the provisions of Clause 11 below.

11 APPEALS

- 11.1 An appeal against refusal of entry or expulsion from the Complex should be made in the first instance to the Executive Manager within 7 days of refusal or expulsion. The Executive Manager shall notify the appellant in writing of its decision.
- 11.2 In order to revoke a decision to suspend or withdraw a Permit, the Executive Manager must be satisfied that either:

- 11.2.1 The decision was based on erroneous facts; or
- 11.2.2 Appropriate disciplinary action has been taken by the employer of the Permit holder.

11.3 In the case of non-employed individuals or sole traders, the Executive Manager will have the power to revoke the decision to suspend or withdraw a Permit and allow entry to the individual, but can impose a written warning which will be taken into account in the event of any further offence.

12 OPENING TIMES

The Complex shall be open for such hours as GFDE may in its absolute discretion decide. Normally details of closure will be on notice boards within the Complex.

13 INDEMNITY

Any person entering onto the Complex agrees to be bound by these Rules and Regulations and such person or persons agree to indemnify GFDE and keep GFDE fully indemnified at all times from and against all losses, costs, claims, demands, actions, liabilities and expenses which GFDE may suffer or incur as the result of any act or omission of such person or persons whilst on the Complex.

14 REVIEW

G.D.F.E will review the nature and operation of these Rules and Regulations on an annual basis and welcome feedback and comment from all interested parties. Reasonable notice of any changes will be given.