

GRIMSBY FISH DOCK ENTERPRISES LIMITED

**Wharnccliffe Road, Fish Docks, Grimsby
(G.F.D.E.)**

RULES AND REGULATIONS

These Rules and Regulations apply to any person entering onto the premises of G.F.D.E. at Wharnccliffe Road, Fish Docks, Grimsby. Entry onto the Complex (as defined below) will be deemed acceptance of the provisions of the Rules and Regulations.

1. DEFINITIONS

'Agents Permit' means the Permit issued under clause 3.2

'Business' means any sole trader partnership or company having business on the Complex.

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

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

'Business Permit' means the Permit issued under clause 3.3

'Fish Auction Market' means the Fish Auction Market at the Complex.

'Fish Docks' means Number 1 and Number 3 Fish Docks Grimsby.

'Marine and Business Development Manager' means the Manager of the Complex appointed by G.F.D.E.

'G.F.D.E. Health and Safety & Policy' means the G.F.D.E. Health and Safety Policy in force from time to time (a copy of which can be inspected at the offices of G.F.D.E. on request).

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

'Operations Manager' means the manager of market operations appointed by GFDE

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

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

'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.

'Vehicle Permit' means a Permit issued in accordance with clause 3.3.6

2. PERMITS

- 2.1 Entry onto the Complex is governed by a Permit system. Persons without a Permit will not be allowed onto the Complex. Permits will be issued entirely at the discretion of G.F.D.E. in accordance with clause 3. Any Permits issued remain the property of G.F.D.E. at all times.
- 2.2 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 G.F.D.E.
- 2.3 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 G.F.D.E. or with G.F.D.E.'s written authority, they will be immediately required to leave the Complex or shall be refused entry to the Complex.

3. ISSUING OF PERMITS

3.1 Temporary Permit

Temporary visitors to the Complex must report on arrival to the gatehouse where their request for admission will be considered, a copy of these Rules and Regulations and the G.F.D.E Health and Safety Policy will be made available for inspection by them and if admission is authorised by G.F.D.E. they will be issued with a Temporary Permit.

3.2 Agents Permit

Agents Permit will only be issued to agents who are employed in the selling of fish on the Complex.

3.2.1. The issue of an Agents Permit is at the sole discretion of G.F.D.E.

3.2.2 The Agents Permit may be revoked by G.F.D.E. 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.

3.3 Business Permits

3.3.1 Businesses using the Complex may apply for an appropriate long term Permit for themselves and each of their Employees and/or vehicles.

3.3.2 A Business applying for a Business Permit must:

3.3.2.1 provide G.F.D.E. with written proof to G.F.D.E.'s satisfaction of the Business's credit worthiness.

3.3.2.2 pay a licence fee of £1000 per annum (or such revised sum as G.F.D.E. may determine from time to time). The licence fee will be waived by G.F.D.E. if the Business can prove to G.F.D.E.'s satisfaction that the Business is a contributing member of any member of G.F.D.E.

- 3.3.3 Upon receipt of a written application by a Business G.F.D.E. will consider such application and if G.F.D.E. approves the application, will issue to the Business a copy of these Rules and Regulations, the G.F.D.E. Health and Safety Policy and a Permit for each Employee.
- 3.3.4 The issue of approved Permits by G.F.D.E. is subject always to the Business first sending to G.F.D.E. a duly completed personnel form to G.F.D.E.'s satisfaction for each Employee for which it requires a Permit.
- 3.3.5 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 G.F.D.E. 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 Employees are on the Complex and agrees to indemnify G.F.D.E. and keep G.F.D.E. fully indemnified against all losses, costs, claims, liabilities, demands and actions which G.F.D.E. may suffer or incur as the result of any act or omission of such Employee whilst such Employee is on the Complex.
- 3.3.6 Also, Businesses may make written application for a Vehicle Permit for specified vehicles and if such application is approved by G.F.D.E. the Business will be issued with a copy of these Rules and Regulations and the G.F.D.E. Health and Safety Policy and Vehicle Permit. A separate application must be made for a Permit for drivers of such vehicles.

4. CONDUCT ON THE G.F.D.E. PREMISES

- 4.1 Any person granted a Permit by G.F.D.E. will be bound by these Rules and Regulations and the G.F.D.E. 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 G.F.D.E. Health and Safety Policy is available from the Marine and Business Development Manager on request).
- 4.2 Without prejudice to the duty to comply with these Rules and Regulations and the provisions of the G.F.D.E. Health and Safety Policy all persons entering the Fish Auction Market are reminded that the G.F.D.E. 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 and suitable head and protective foot wear.
- 4.2.3. all other persons must wear a Hi Viz jacket
- 4.2.4. no smoking is allowed in any part of the auction market or building
- 4.2.5. no food or drink shall be permitted on the Fish Auction Market.
- 4.2.6. at all times strict hygiene must be observed and no unhygienic practices are tolerated.

5. HIRING AND USE OF EQUIPMENT

- 5.1 G.F.D.E. has certain equipment available for hire on the Complex. To use this equipment prior authorisation from the Marine and Business Development Manager or from the Market Controllers or Operations Manager must be obtained.

5.2 All use of any equipment (whether G.F.D.E. or third party equipment) at the Complex is subject to the G.F.D.E. Health and Safety Policy from time to time.

6. **USE OF VEHICLES ON THE COMPLEX**

6.1 Any person driving a vehicle onto the Complex must have a valid U.K. driving licence.

6.2 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.

6.3 Any vehicle being brought onto the Complex must have a minimum of third party insurance and an M.O.T. certificate or an A.B.P. Dock Estate equivalent and a copy of these must be made available to G.F.D.E. immediately on request.

6.4 No petrol or diesel powered vehicles shall be brought into the Fish Auction Market of the Complex.

6.5 Anyone driving a fork lift truck within the Complex must be fully trained and licensed and a copy of their license must be handed to G.F.D.E. immediately on request.

6.6 In the interest of ensuring the prevention and detection of the theft of fish G.F.D.E. 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.

6.7 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 G.F.D.E. 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**

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.

8. **DAMAGE TO G.F.D.E. PROPERTY/EMERGENCIES**

8.1 Any damage which is committed, witnessed or noticed on the Complex must be reported immediately to the Market Controller, Operations Manager or the Marine and Business Development 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 Operations Manager or Marine and Business Development Manager.

9. **SUSPENSION AND/OR EXPULSION FROM THE COMPLEX**

G.F.D.E. 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 G.F.D.E.

- 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 G.F.D.E.) to any other person.
- 9.4 Holds a Permit (without the prior written authority of G.F.D.E.) whose issue was not authorised by G.F.D.E.
- 9.5 Fails to comply with the G.F.D.E. Health and Safety Policy.
- 9.6 Fails to comply with these Rules and Regulations.
- 9.7 Removes fish from the Fish Auction Market without proper authority from the owner or the agent or representative of the owner of the fish.
- 9.8 Is in possession of fish without the authority of the owner or the agent or representative of the owner of the fish.
- 9.9 Moves fish within the Fish Auction Market without the prior authorisation of the owner or the agent or representative of the owner.
- 9.10 Is convicted by a court of law of theft of fish or receiving stolen fish or any other offence which in the opinion of G.F.D.E. makes it undesirable to allow them access to Complex.
- 9.11 Uses any equipment (whether of G.F.D.E. or of a third party) without prior authority from the owner or without any applicable certificate of competence.
- 9.12 Brings mechanically and/or electrically faulty and/or uninsured equipment onto the Complex.
- 9.13 Drives any vehicle of whatever nature within the Complex without third party insurance or an M.O.T. certificate or A.B.P. Dock equivalent or U.K. driving licence.
- 9.14 Fails to produce any documentation required to be produced by these Rules and Regulations to G.F.D.E. on demand.
- 9.15 Commits damage to G.F.D.E. property or fails to report damage to G.F.D.E. property.
- 9.16 Causes death or personal injury to any other person while on the Complex.
- 9.17 Bring animals (of any kind) onto the Complex.
- 9.18 Ceases to carry on a Business or ceases to be employed by a person carrying on a Business.
- 9.19 Is guilty of conduct which is or may be detrimental or prejudicial to the good name and reputation of G.F.D.E.

10. **NOTIFICATION OF EXPULSION**

- 10.1 At the discretion of G.F.D.E. in the following circumstances G.F.D.E may choose to notify the employer or agent of a Permit holder in addition to expelling the Permit holder from the Complex where the Permit Holder:-
 - 10.1.1 removes or moves fish within the Fish Auction Market without prior authorisation of the owner/agent or representative.

10.1.2 drives any vehicle contrary to these Rules and Regulations for the time being in force in the Complex.

10.1.3 causes damage to the G.F.D.E. property.

10.1.4 causes death or personal injury to any person whilst on the Complex.

10.2 Where a Permit is suspended or withdrawn, the Business shall immediately return the Permit to G.F.D.E. and shall procure that any Employee does likewise.

11. **APPEALS**

11.1 An appeal against refusal of entry or expulsion from the Complex should be made in the first instance to the Marine and Business Development Manager within 7 days of refusal or expulsion. The Marine and Business Development Manager shall notify the appellant in writing of his decision.

11.2 Any appeal against the Marine and Business Development Manager's decision must be notified to the Board of Directors of G.F.D.E. within 7 days of the date of the Marine and Business Development Manager's written decision and such appeal will be decided by a sub-committee of three G.F.D.E. Board Members whose decision will be notified in writing to the appellant and shall be final and binding.

12. **OPENING TIMES**

The Complex shall be open for such hours as G.F.D.E. 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 G.F.D.E. and keep G.F.D.E. fully indemnified at all times from and against all losses, costs, claims, demands, actions, liabilities and expenses which G.F.D.E. may suffer or incur as the result of any act or omission of such person or persons whilst on the Complex,