



Date: Monday, 24 July 2023

To: All users, visitors, and tenants of the Fish Market Complex.

GRIMSBY FISH DOCK ENTERPRISES LIMITED - RULES AND REGULATIONS

As from Friday 28th July the attached Rules and Regulations will come into effect and will supersede all previous versions of the same you may have seen. Please disregard and destroy any previous such documents you may have.

Please familiarise yourself with this document and ensure any staff or visitors are made aware of the same.

In particular those attending the fish market are reminded about the need for appropriate clothing as set out in the document.

We would also request that every effort is taken by all users and tenants to ensure the cleanliness and tidiness of the whole complex, and in particular the southern carpark.

In terms of the northern carpark all pedestrians should use the marked walkways and all drivers should respect and observe the marked walkways. Please note that the bays now equipped with electric vehicle chargers are for electric and hybrid vehicle charging only, and once charged such vehicles should be moved to a regular parking place.

We appreciate it may take a while to get used to these rules and regulations. We will be taking a soft touch enforcement policy of reminders for two weeks after which we will expect full compliance with the same.

Should you have any concerns regarding the terms of this document or its implementation please do not hesitate to contact me by any of the means set out in the signature block below.

Regards,

Andrew Oliver
Chairman

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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.

1. DEFINITIONS

'Auction' means selling of fish commencing at 0700 Monday to Friday on the Grimsby Fish Market area within the Complex or at such other times as may be determined from time to time by GFDE

'BRC' means British Retail Consortium

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

'Complex' means GFDE Grimsby Fish Market Complex at Wharnccliffe Road, Fish Docks, Grimsby.

'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

'Executive' means the senior Management team appointed by GFDE

'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

'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

'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

'Operations' means the Market Operations team appointed by GFDE

'Permit' means either a Photographic Permit or a Visitor 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

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

'Visitor Permit' means the Permit issued under clause 2.7

2. PERMITS

- 2.1 A Photographic Permit will be issued to every bone fide employee or member of GFDE, GFMS, GFVOA, JBA, or Business and the FMA, and reviewed annually. Proof of employment to be provided if required by GFDE.
- 2.2 Photographic Permits and Visitor Permits will be issued entirely at the discretion of GFDE. Any Permits issued remain the property of GFDE at all times. All permits are registered electronically and records may 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 GFDE for the issue of a Visitor Permit.
- 2.4 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.
- 2.5 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
- 2.6 Replacement permits will be issued at a cost and such cost will be charged to the Employee or their Business
- 2.7 Visitors to the Complex must apply in advance by completing a visitor request form. This form can be obtained from the GFDE office or from their website (www.grimsbyfishmarket.co.uk). If accepted, visitors must report on arrival to the reception situated at the main building and accessible from the north car park, where they will be required to sign a visitor register and will be issued with a visitor permit for the duration of their time on site.
- 2.8 A copy of these Rules and Regulations and the GFDE Health and Safety Policy will be made available for inspection by them. 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, they are required to report on arrival to reception

3. CONDUCT ON THE GFDE PREMISES

- 3.1 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 GFDE 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).
- 3.2 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;
 - 3.2.1 on no account must any person walk or stand on boxes of fish.

- 3.2.2 all persons attending fish auctions must wear clean white coats, suitable headgear and suitable protective waterproof footwear.
- 3.2.3 it is requested that all persons entering the market do not wear earrings, watches, bracelets, have no visible piercings and wear only a plain wedding band.
- 3.2.4 anyone inappropriately dressed for the Auction and wishing to attend the Auction, may be provided with hat, coat and wellingtons, purchased or hired from GFDE and such cost will be charged to the Employee or their Business.
- 3.2.5 no smoking (which includes vaping) is allowed in any part of the Complex, quays, auction market or building other than the two designated smoking areas. These are located in the north car park and the south end of the fish market and are clearly signposted.
- 3.2.6 no food or drink shall be permitted on the Fish Auction Market.
- 3.2.7 at all times strict hygiene must be observed and no unhygienic practices are tolerated, i.e. spitting.
- 3.2.8 all persons must enter the Fish Market must do so only via the appointed entry points.
- 3.2.9 all persons entering the Fish Market must use the hand washing and footbath facilities provided.
- 3.2.10 all persons who have suffered from poisoning 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.

all persons attending the Auction hereby agree to the hygiene standards set down by BRC or this Complex. (A copy is available from GFDE).

4 HIRING AND USE OF EQUIPMENT

- 4.1 GFDE has certain equipment available for hire on the Complex. To use this equipment prior authorisation from Operations must be obtained.
- 4.2 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.

5 USE OF VEHICLES ON THE COMPLEX

- 5.5 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 or in a bay designated for the charging of electric vehicles, will result in access by that vehicle or its driver on to the complex being denied. Electric vehicles must be removed from charging points promptly once charging is complete.
- 5.6 No petrol or diesel powered vehicles shall be brought into the Complex.
- 5.7 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.
- 5.8 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 GFDE immediately on request.
- 5.9 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.
- 5.10 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.

Notice will be placed on the vehicles windscreen explaining GFDE's intentions to remove the vehicle after 7 days of the date of the notice.

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 the sales have passed.

8 DAMAGE TO GFDE PROPERTY/EMERGENCIES

- 8.1 Any damage which is caused, 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 Operations 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 Operations.
- 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.

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.
- 9.4 Holds a Permit (without the prior written authority of GFDE) whose issue was not authorised by GFDE.
- 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 reasonable 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 Fails to produce any documentation required to be produced by these Rules and Regulations to GFDE on demand.
- 9.13 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.
- 9.14 Causes death or personal injury to any other person while on the Complex.
- 9.15 Bring animals (of any kind) onto the Complex, with the exception of guide dogs.
- 9.16 Ceases to carry on a Business or ceases to be employed by a person carrying on a Business.
- 9.17 Is guilty of conduct which is or may be detrimental or prejudicial to the good name and reputation of GFDE.

10 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.

11 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.

12 REVIEW

GFDE 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.

Approved and adopted by GFDE

9th June 2023