



Weymouth Harbour

WEYMOUTH COMMERCIAL QUAY - CONDITIONS OF USE



WEYMOUTH HARBOUR CONTACT DETAILS

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Weymouth Harbour Quayside Conditions include the Commercial Area and all facilities and activities held within and are valid for all users and their actions where applicable.

Failure to comply with any of these conditions will result in the users access/hire benefits being withdrawn and terminated with immediate effect.

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1.0 Quayside Access

- 1.1 Site Access means all designated entry and exit points for personnel, vehicles, and equipment to the Weymouth Quay and Commercial Quay.
- 1.2 Only persons/contractors authorised by the Harbour Master and/or his staff are allowed to have access to the site.
- 1.3 You are responsible at all times for the safe custody of all keys or combination(s) to locks which permit access and you should not permit access to any person other than your own agent who is responsible to you and subject to your control.
- 1.4 You must (and you shall procure that your agents must) use reasonable care when on site and take all reasonable care in respect of the site, and the Property of Weymouth Harbour or any other users or other persons on site.
- 1.5 No unattended vehicles or overnight parking is allowed on site, vehicles to be parked in marked bays for a maximum of 2hrs unless prior permission has been obtained by the Harbour Master.
- 1.6 You shall immediately bring to the attention of the Harbour Master any defect in, or damage to the site including access gates, fencing, facilities and/or buildings or any unauthorised access or suspicious activity.
- 1.7 If there are any alarms sounding on site, please notify Harbour Staff on site or by calling the Harbour Office.
- 1.8 Access gates/routes are not to be obstructed or propped open at any time.
- 1.9 When transiting, all doors and gates are to be securely closed/locked to prevent access by members of public or unauthorised persons.
- 1.10 If there is any damage to the site caused by authorised users, they will be charged any reasonable costs incurred by Weymouth Harbour to make good any damage caused.
- 1.11 The site CCTV is for added security of the Harbour and you and your belongings. All security systems are in place 24 hours a day, 7 days a week.

2.0 Fishing Gear Storage

- 2.1 Storage Bays are available for hire by commercial fishermen that own and operate a licenced fishing vessel and keep said vessel in an annual Weymouth Harbour berth. Hire is limited to one bay per licensed fishing vessel.
- 2.2 The Storage Bay is to be used at the owner's risk. Weymouth Harbour will not accept liability for any loss or damage to gear howsoever caused.
- 2.3 You (the Hirer) shall not sublet or assign or part with possession of the Storage Bay without the prior permission of Weymouth Harbour.
- 2.4 The Storage Bay is only to be used for the storage of commercial fishing gear, meaning any equipment commonly used to take finfish, crustacea, shellfish, squid, or bait species for commercial purposes including, but not limited to, lobster pots, otter trawls, beam trawls, balloon trawls, midwater trawls, sea scallop dredges, scoop nets, scap nets, seines, trap nets, fyke nets, crab traps, gill nets, trammel nets, set lines, long lines, and hook and line.
- 2.5 You (the Hirer) shall provide and are responsible for the repair and maintenance of a suitable means of securing the Storage Bay, for example a padlock and chain.
- 2.6 Storage Bays can be used to store a maximum of
 - a) Small - 4 pallets
 - b) Medium – 6 pallets
 - c) Large – 12 pallets
- 2.7 You (the Hirer) shall provide and is responsible for the repair and maintenance of pallets for the storage of fishing gear.
- 2.8 All gear must be stored on pallets within the Storage Bay, no gear is to be stored directly on the ground, or outside of the Storage Bay.
- 2.9 Gear must not overhang the edge of the pallet or exceed a maximum height of 2 metres.
- 2.10 No containers of fluids, including but not limited to diesel or petrol fuels, lubricant oils, and batteries, are permitted to be kept in the Storage Bay.
- 2.11 No catch or bait is permitted to be kept in the Storage Bay.
- 2.12 No containers designed for the storage of compressed gases are permitted to be kept in the Storage Bay.
- 2.13 The Hirer shall immediately bring to the attention of the Harbour Master any defect in, or damage to the Storage Bay.

- 2.14 If You (the Hirer) causes any damage to the Storage Bay, You will be charged any reasonable costs incurred by Weymouth Harbour to make good any damage caused.
- 2.15 Termination of the hire must be submitted to the Harbour office in writing giving 28 calendar days' notice. Refunds will be calculated for full months only and subject to an administration fee of £30. All stored gear must be removed on completion of the 28-day notice period.
- 2.16 The Hirer shall vacate the Storage Bay upon expiration of the period of allocation unless a further allocation is granted by Weymouth Harbour or upon completion of the 28-day notice period. If the gear stored is not moved in accordance with this condition Weymouth Harbour may:
- a) Direct the Hirer to move the gear to such part of the Harbour in such manner as he may require.
 - b) Move the gear at the Hirer's expense without incurring any liability whatsoever for Weymouth Harbour for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing.
- 2.17 Charges are made annually in advance. Unless the Hirer has entered into an approved instalment arrangement payment shall be immediate.
- 2.18 In the event of non-compliance with any of these conditions the hire may be terminated with immediate effect.
- 2.19 Payment of the Storage Bay fee acknowledges that You/Hirer either have or will comply with all conditions of this agreement.

3.0 Fish Landing Quay & Loading Dock

- 3.1 Conditions applicable to both the Fish Landing Quay Site & Loading Dock and all equipment (fixed and mobile) pertaining to the site including but not limited to:
- a. Quayside unloading davits
 - b. Lifting accessories
 - c. Pallet truck
 - d. Water supply
- 3.2 The Fish Landing Quay is available to commercial fishermen that own and operate a licenced fishing vessel and is:
- a. Free of charge, providing said vessel is kept on an annual Weymouth Harbour berth under a valid Berthing Licence Agreement.
 - b. Charged according to the Scale of Charges if they are a non-resident visiting fishing vessel.
- 3.3 No access is to be given to members of public or those not using the facility as a commercial customer, unless specifically given permission by the Harbour Master.
- 3.4 The Fish Landing Quay is an area under the control of hygiene regulations and must be kept clean, it is provided for the landing/loading of fish and shellfish only. You (the user (Hirer) are responsible for protecting catch whilst on the quayside and for traceability and stock control of all fish and shellfish for human consumption.
- 3.5 No-one should operate any item of equipment unless they are competent and authorised to do so. Such training may be “in-house”, including “on the job training” by another worker or a supervisor, or may be training provided by the equipment manufacturer or another outside body ([PUWER Reg 9](#)).
- 3.6 Weymouth Harbour maintain the condition of equipment they own/provide for use including regular inspections checks and mandatory examinations (LOLER). However, those using the equipment are responsible for maintaining it while in use and for operating it safely and must take reasonable measures to protect those who may be at risk while using it.
- 3.7 No equipment is to be altered, tampered with or modified in any way or subjected to weight/force greater than the maximum load originally specified which is likely to alter the safe working load or affect the strength or stability of the equipment, or used for anything other than it's intended purpose e.g. do not knot ropes, chains and slings or exceed SWL

- a. 250kg Unloading Davit – for the lifting of fish boxes from vessel to shore
 - b. 500kg Unloading Davit – a slower lift recommended for larger loads such as net bins etc
- 3.8 Ensure lifting operations are halted where weather conditions deteriorate to the point that they could affect the safe use of the lifting equipment or expose persons to danger.
- 3.9 All loads should be properly slung and properly attached to lifting gear slings/hooks provided, and all gear properly fastened to equipment.
- 3.10 Do not pass lifting gear around edges liable to cause damage without using a chafe guard.
- 3.11 To enable safe usage and help to prevent tipping, do not exceed pallet truck load limits, or weight capacities.
- 3.12 You (the Hirer) must ensure public safety is taken into consideration and protected during all operational movements between the Fish Landing Quay, storerooms and loading dock.
- 3.13 The Fish Landing Site must not be obstructed at any time and is to be kept clear of waste/unused gear. Refuse must be disposed of in bins provided or otherwise be removed entirely from the Harbour.
- 3.14 You (the Hirer) shall immediately bring to the attention of the Harbour Master any defect, or damage to the Fish Landing Quay and/or equipment e.g. cranes, pallet truck, railings.
- 3.15 If You (the Hirer) or anyone accountable to you causes any damage to the Fish Landing Quay infrastructure and/or equipment, they will be liable for and may be charged any reasonable costs incurred by Weymouth Harbour to make good any damages caused.
- 3.16 All equipment, taps and attachments are to be switched off and stowed in a tidy and correct manner when not in use so not to create a hazard.
- 3.17 For operational safety, if leaving any powered lifting equipment unattended with the power on, the Hirer must take loads off and put controls in a 'NEUTRAL' or 'OFF' position and where practicable, lock controls or inactivate them to prevent accidental restarting. When work is completed the power must be shut off.

4.0 Chilled Rooms (Dry, Catch, Bait and Ice Store)

- 4.1 Conditions applicable to the following buildings and all equipment (fixed and mobile) pertaining to them:
 - a. Equipment Store (boxes)
 - b. Catch Store
 - c. Bait Store
 - d. Ice Store
 - e. Ice shovel/scoop
- 4.2 These facilities are available to commercial fishermen that own and operate a licenced fishing vessel and will be charged according to the Scale of Charges:
 - a. An annual standing charge (to include maintenance of facilities)
 - b. Per 40kg level box of ice flakes used
- 4.3 You are responsible at all times for the safe custody of all keys or combination(s) to keysafe(s) which permit access and you should not permit access to any person other than Your own agent who is responsible to You and subject to Your control.
- 4.4 Ice is not to be re-sold or provided to any other person whether business, vessel operator or member of public.
- 4.5 Temperature of the chilled units are controlled by data loggers/thermometers, if for any reason these are not reflecting a true temperature, please contact the Harbour Masters Office immediately to maintain the quality of catch. You are responsible for having adequate insurance for your bait/catch and storage is at your own risk.
- 4.6 Facilities are to be kept clean and tidy and appropriate waste disposal facilities used.
- 4.7 No catch or bait is permitted to be left outside the stores or in any of the public areas.
- 4.8 No-one should operate any item of equipment unless they are competent and authorised to do so. Such training may be “in-house”, including “on the job training” by another worker or a supervisor, or may be training provided by the equipment manufacturer or another outside body.
- 4.9 Weymouth Harbour are responsible to maintain the condition of equipment they own/provide for use including regular inspections checks and mandatory examinations. However, those using the equipment are responsible for maintaining it while in use and operating it safely and must consider risks appropriate to the equipment, to protect those who may be at risk while using it ([PUWER Reg 9](#)).
- 4.10 No equipment is to be altered, tampered with or modified in any way.

- 4.11 The Hirer shall immediately bring to the attention of the Harbour Master any defect, or damage to the store rooms and/or equipment e.g. Ice machine
- 4.12 If the User/Hirer causes any damage to the infrastructure and/or equipment, they may be charged any reasonable costs incurred by Weymouth Harbour to make good damages caused.
- 4.13 For operational safety if leaving any powered lifting equipment unattended with the power on take loads off and put controls in a 'NEUTRAL' or 'OFF' position. Where practicable lock controls or inactivate them to prevent accidental restarting. When work is completed shut the power off.
- 4.14 All equipment, taps and attachments are to be switched off and stowed in a tidy and correct manner when not in use so not to create a hazard.