

AGREEMENT ON PIER FACILITIES FEE AND 'CONDITIONS OF USE' AT BOULEY BAY¹

In accordance with Regulation 6 of the Harbours (Jersey) Regulations 1962, the Harbour Master designates that the following facilities at Bouley Bay harbour must not be used except in accordance with an agreement:

- The crane mounted on the pier at Bouley Bay;
- The barrier for entry into the Bouley Bay slipway;
- Parking on the pier in the four spaces marked in blue;
- The water supply accessed from the cabinet on the eastern end of the baraquas;
- Baraquas situated on the pier at Bouley Bay, and;
- Moorings and Boat Allocations on the Pier at Bouley Bay.

The following Conditions of Use of the facilities at Bouley Bay will govern all agreements permitting access.

All other Port of Jersey (POJ) Terms and Conditions apply, including the Jersey Harbours Code of Practice for Boat Lifting Operations.

Agreements to be made:

Other than the use of baraquas, the facilities at Bouley Bay set out above may not be used by anyone except in accordance with one of the following agreements.

Access to the baraquas is only available under the first agreement set out below, and thus only to members of the Bouley Bay Boat Owners Association (**BBBOA**).

- i. An agreement between the BBBOA and POJ. Boat owners who are members of the BBBOA shall be entitled to access to the relevant facilities pursuant to the agreement between the BBBOA and POJ, and subject to the published "Conditions of Use" for those facilities. The BBBOA shall administer compliance by its members with the said agreement.

¹ This Agreement is issued under the authority of the Harbours (Jersey) Regulations 1962, Regulation 6 and is published on the Port of Jersey website under "Regulations and Guidance".

- ii. An agreement between **non-members of the BBBOA** and POJ, under which the individual concerned will be allowed keys to the facilities. **BBBOA** will be notified and keys will be provided by BBBOA to the POJ who will, in turn, issue keys to agreed non-members on a signature and fee. Contravention of these conditions will be a matter for the POJ. All such agreements are to be made with boat owners.

All agreements are subject to the published “Conditions of Use”, which include sanctions for breaches of conditions.

Review

Jersey Harbours will in September 2014 undertake a review of the length of boats that may be kept on the pier. The outcome of this review will be passed to all interested boat owners subject to their agreement to these terms and conditions. Subject to harmony being demonstrated by all users at Bouley Bay, a consultation on boat length will be undertaken towards the end of the 2015 season or earlier if the situation warrants.

Requirement for new agreements

POJ may at any time require the BBBOA or a non-member of the BBBOA to sign a new agreement. A refusal to sign a new agreement within 28 days will lead to an end of entitlement to use all relevant facilities. Any new agreement may provide for any sanctions under an earlier agreement in respect of a boat owner to be relevant to the level of sanctions for breaches subsequent to the conclusion of the new agreement.

Acknowledgement

All boat owners using the moorings and facilities at Bouley Bay are to provide agreement to these Conditions of Use either direct to Jersey Harbours or through the Bouley Bay Boat Owners Association for members of the association by signing below.

I agree to the Conditions of Use for the moorings and facilities at Bouley Bay:

Signature:

Name:

Date:

APPENDIX 1

CONDITIONS OF USE

All facilities:

It is a condition of use for all facilities that the boat owner must abide by all Harbour Master directions, and all relevant published general terms and conditions and codes of practice applicable to harbours in Jersey.

A boat owner must not use his or her access given to the facilities under their agreement in order to assist another boat owner to have the benefit of a facility when that other boat owner is subject to a ban on the use of that facility (see **sanctions**, below).

Where a boat owner or qualified operator is assisted by another person during their use of any facility, that boat owner or qualified operator is responsible for the conduct of that other person.

Barrier:

Conditions:

- The barrier is to be kept locked at all times
 - Exception to allow temporary access whilst trailing vessels or loading/unloading gear
- Vehicle access beyond the barrier is limited to 30 minutes for one vehicle per boat owner at any one time to a total of 60 minutes in any three hour period.
 - Exception being for the Emergency Services and other service vehicles.

Crane:

Conditions:

Boat lifting operations are to be conducted in accordance with the Jersey Harbours Code of Practice For Boat-Lifting Operations and the lift is never to exceed the Safe Working Load of the crane. All crane users are required to attend an approved course of instruction. Certificates of training are to be administered by BBBOA for members and by POJ for non-members. Users may be required to provide proof of training. Third party liability insurance for multi-use of crane hoisting is required in accordance with article 1.11 of the code. The crane may be operated to lower boats belonging to persons other than the crane operator unless the boat is subject to sanctions provided for under these terms and conditions. The crane is not to be operated by persons under 18 years of age.

The crane is to be correctly stowed **EACH** time it is used, **BOTH** for launch and recovery of vessels as follows:

- Attach the Crane Hook to the tyre, provided on the adjacent sea wall, **AND**
- Tie the Boom Painter to the metal eye alongside this tyre.

Note: Handover of crane control to another qualified user is an accepted practice on the understanding that the subsequent user takes over the responsibility for correctly stowing the crane as above.

The crane **MUST NOT** be used in strong or gusty wind conditions when the crane boom cannot be prevented from slewing either with or without assistance.

Reasons:

The replacement crane, provided by POJ, has limited capabilities due to the free-turning boom.

Parking:

Conditions:

The four spaces marked in blue on the pier are provided solely for boat owners' use. Only one vehicle per boat (be this the owner or crew/passengers) should be parked on the pier in any of the reserved or general public parking spaces. Vehicles should not be parked in these spaces unless boats are in use or vehicle owners are on the pier. Boats may not be parked in the car parking spaces unless they are about to be launched or have just been recovered and the owner is in attendance on the jetty. All vehicles are to be parked within the spaces outlined or they may be removed without notice. The yellow hatched area along the front of the Baraque building is to be kept clear. Whilst some vehicles may overhang the hatched area, sufficient space must be allowed for access to the pier for trailed vessels, Emergency and Service vehicles. This is particularly important for the space closest to the barrier which is only suitable for very small vehicles.

Water:

Conditions:

Water is provided from an adjacent borehole and it is imperative that water is used sparingly and access is limited to authorized users to preserve supplies. The following conditions apply:

- The supply is only to be used by key holders authorized by the BBBOA or the POJ
- The cabinet is to be secured and locked after **EACH** time it is used unless the responsibility is handed on to a subsequent user.
- The tap is never to be left on unattended.
- If a hose is attached to the tap it is never to be left on unattended and is to be fitted with a "gun" or similar type of attachment that will allow the flow of water to be cut off at the hose end.

*Note: **POJ** reserve the right to terminate the supply should the need arise without obligation for alternative provision. An indication that the borehole was running dry is an example of such an eventuality.*

Baraque:

Conditions:

The BBBOA Committee shall be responsible for all matters concerning allocation of the baraques and occupancy in accordance with the terms of their agreement with the POJ. The baraques are only available to members of the BBBOA and are administered solely by the BBBOA.

Terms of occupancy:

- The space is to be kept tidy at all times.
- Only the individual space allocated is to be used.
- All personal property is stored entirely at the owner's risk.
- Respect is to be given to all other members' property and space.
- No flammable liquids are to be stored in the baraque with the exception of outboard engines (insurance requirement).
- Fishing pots and nets are not to be stored in the baraque space.
- The BBBOA Committee's decision on all matters concerning allocations of baraques and occupancy thereof is final.

Berth and Pier Park Allocation:

Conditions:

Moorings:

- All moorings to be allocated by **BBBOA**.

Pier Berths:

- All Pier berths allocated by **POJ** or **BBBOA** in consultation with **POJ** with a maximum overall boat length of 15 feet.
- Boats are only to be stored in the allocated space
- The area hatched in yellow around the crane is to be kept clear for the launching/recovery of boats. The remaining area adjacent to the crane between the hatched area and the wall (previously spaces 9-10 & 14) may be used for parking trailers by those without an allocated pier space. Those with allocated spaces should return their trailer to the allocated space whilst their boat is away from the pier.
- Trailers may also be parked by those without an allocated pier space alongside the railings on the inside of the pier as long as boat/trailer access between the road and crane is maintained.

Sanctions:

Contravention of these conditions may result in withdrawal of access as follows:

- First proven occurrence, withdrawal of access to facility contravened for 1 week. Dependent on circumstances, a verbal and/or written warning may be issued before withdrawal of access.
- Second proven occurrence, withdrawal of access to facility contravened for 1 month.
- Third and subsequent proven occurrence, withdrawal of access to facility contravened for 3 months.

Contraventions will remain on file for 3 years.

Minor contraventions may result in warnings or lesser penalties, but repeat occurrences will add to the seriousness of any contravention.

Contravention of Harbour Master Directions or relevant published terms and conditions, and Codes of Practice may result in withdrawal of any or all of the facilities for the periods set out above.

A withdrawal of access from a facility shall mean that the facility must not be used on behalf of a boat owner subject to the sanction save to prevent injury or property damage.

In the event of continuing contraventions beyond the third occasion or for a boat owner breaching a ban (whether personally or through the assistance of a boat owner not subject to a ban), Jersey Harbours reserves the right to withdraw the boat owner's allocation of a pier space or mooring.

*Note: **POJ** means Port of Jersey, otherwise known as Jersey Harbours and **BBBOA** means Bouley Boat Owners Association.*