

DESIGNATION OF FACILITIES AT ST CATHERINE BREAKWATER

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

- The chain for entry onto St Catherine Breakwater;
- The Breakwater itself, beyond the chained access, for vehicles;
- Parking on the breakwater, which is permitted only in the designated parking areas;

The designation will not be enforced in respect of emergency vehicles and other service users, or any individual assisting in an emergency.

Published Conditions of Use will be a part of all agreements.

AGREEMENTS FOR USE OF FACILITIES AND ‘CONDITIONS OF USE’

Agreements to be made:

Access to St Catherine Breakwater may not be used given by anyone except in accordance with one of the following agreements:

- i. An agreement between the Blue Badge Holder and Ports of Jersey. Ports of Jersey will enter into an agreement Blue Badge Holders who hold a valid disabled badge so that they can use the relevant facilities. The right to use those facilities is subject to the agreement, and observance of the “Conditions of Use”. The Blue Badge Holder will then be issued with a Permit and a key or access card with an expiry date subject to the expiry of the Blue Badge.
- ii. Agreements may from time to time be entered into with non-Blue Badge holders and event organizer’s to have use of the facilities for specific purposes and for specific periods of time. Subject to such modifications as Ports of Jersey require, they will need to enter into the same Agreement and Terms and Conditions as Blue Badge holders, saving that an agreement with non-Blue Badge holders may be amended or determined by Ports of Jersey for any reason and without notice.

APPENDIX 1

MODEL AGREEMENT

Agreement between:

- (1) Ports of Jersey Limited (“Ports of Jersey”) as Harbour Authority for St Catherine’s Harbour;
and
- (2) _____ (“the Customer”)

The Customer is by this agreement permitted to use the following facilities at St Catherine’s Breakwater (“the Breakwater”) which have been designated under Regulation 6 of the Harbours Regulations as only to be used under an agreement with the Harbour Authority:

- The chain for entry onto and exit from the Breakwater;
- The Breakwater itself, beyond the chained access, for vehicles;
- Parking on the Breakwater, which is permitted only in the designated parking areas;

A. [This agreement is entered into with a Customer who is a blue-badge holder.]

[This agreement is entered into with the Customer for the purposes of the [event] on [date] only.]

[This agreement is entered into with the Customer as event organiser for the purposes of the [event] on [date] only.]

B. Where the agreement is entered into by an event organiser, the event organiser may issue such number of permits to participants as Ports of Jersey agree, and those participants may use the facilities under and subject to this agreement. References to Customers in provisions governing use of the facilities in this agreement and the Conditions of Use include such Customers.

C. Where appropriate Ports of Jersey and an event organiser may agree that some Conditions of Use apply only to the event organiser or otherwise need to be modified to meet the needs of the event.

1. Ports of Jersey will issue the Customer with:
 - (a) A key or access card to unlock the chain for entry;
 - (b) A permit to be displayed on any vehicle taken onto the Breakwater under this agreement.
2. Ports of Jersey will issue new keys/access cards and permits when required.
3. The Customer will pay a fee of £5.00 on issue of the original key/access card and permit.
4. The Customer will pay a replacement fee at the discretion of Ports of Jersey if a new key/access card or permit is required due to loss or damage.
5. The Customer will observe the Conditions of Use attached to this agreement.
6. The Customer must not lend the key/access card or the issued permit to any third party, regardless of whether the Customer believes that the person concerned is entitled to use the Breakwater.
7. The Customer must only use the facilities for the purposes permitted in the Conditions of Use.
8. The Customer must comply with all other laws, regulations, bye-laws, rules and directions as regards the use of the Breakwater and its vicinity, including all other directions in respect of parking, speeding limits and traffic restrictions.
9. When required for special events to take place at the Breakwater, Ports of Jersey may at any time designate that the Breakwater may not be used under certain agreements in order to permit the exclusive use of the facilities for a period of time. Such restrictions will be advertised by Ports of Jersey at the Breakwater, and the Customer must not use the facilities when those restrictions apply to their agreement.
10. Ports of Jersey may amend the Conditions of Use, to take effect not before 28 days after giving notice of the changes to the Customer.
11. Failure to observe this agreement, and the Conditions of Use in place at the relevant time, may lead to Ports of Jersey suspending or revoking this agreement. In which case the Customer must return any key/access card or permit provided under this agreement, and the Customer may not use the designated facilities until the agreement is restored or a new agreement made.

- 12. Ports of Jersey will for the purposes of any communications use the latest address, email address, or telephone number as appropriate. To this end, the Customer must ensure that Ports of Jersey Limited have current contact details.
- 13. Current contact details for Ports of Jersey can be obtained on the company's website.

Signed:.....

[On behalf of Ports of Jersey Ltd as Harbour Authority]

Singed:.....

- [Name]
- [Address]
- [Email]
- [Telephone]

APPENDIX 2

CONDITIONS OF USE

FOR CUSTOMERS WHO HAVE AGREEMENTS PERMITTING THEM TO USE FACILITIES AT ST CATHERINE'S BREAKWATER DESIGNATED UNDER REGULATION 6 OF THE HARBOURS ("JERSEY") REGULATIONS

The following are the general terms and conditions for any person ("the Customer") authorised to use the facilities at St Catherine's Breakwater ("the Breakwater") designated under Regulation 6 of the Harbours (Jersey) Regulations.

The Breakwater facilities, general:

Any vehicle taken onto the Breakwater must display a valid blue badge and the Customer must have on their person the permit issued by Ports of Jersey.

The Customer when using the facilities and visiting the Breakwater and its immediate harbour vicinity must abide by all laws, regulations, bye-laws, Harbour Master directions, and all relevant published general terms and conditions and codes of practice applicable to harbours in Jersey. The Customer is responsible for the good behaviour of those who accompany them on any visit where the facilities are used.

Access granted to a blue badge holder is for the purpose of the blue badge holder fishing on the Breakwater only.

Access granted to a non-blue badge holder will be granted to the purpose of their participation in particular events only.

Any permit, key or access card issued under an agreement must not be lent to any third party to be used in the absence of the Customer concerned.

Barrier:

Conditions:

The chain is to be kept locked at all times except for the purpose of allowing vehicles permitted access under this agreement to pass. The party to the agreement is responsible for ensuring that the chain is relocked.

Parking:

Conditions:

Vehicles taken onto the Breakwater under this agreement can only park in the designated areas, as clearly stated on the displayed signs.

Blue Badge Holders with access, to drive their vehicle on the breakwater, shall display a valid blue badge at all times.

Those granted access for the purposes of an event must display a relevant permit at all times.

Suspension or revocation of the agreement:

Contravention of these conditions and the agreement between the Customer and Ports of Jersey Ltd may result in the benefit of the agreement being suspended or revoked.

Minor contraventions may result in warnings or lesser penalties, such as suspension of access. Repeat occurrences will add to the seriousness of any contravention.

Serious contraventions include:

- harming and interfering with the enjoyment of other visitors to the Breakwater such as creating an obstruction and disorderly behaviour, damage to property or the Breakwater;
- Lending a key/access card or permit to a third party; and
- Deliberate failure to observe the Customers agreement or the Conditions of Use.

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. These can be found at <http://www.ports.je/JerseyHarbours/Pages/default.aspx>.