
 MINISTRY OF ECONOMIC AFFAIRS

S.I. No. 11 of 1986

THE FISHERIES RESOURCES

(JURISDICTION AND CONSERVATION) ACT, 1977

(No. 13 of 1977)

 THE FISHERIES RESOURCES
 (POTTERS CAY FISH LANDING COMPLEX)
 REGULATIONS, 1986

The Minister, in exercise of the powers conferred upon him by section 18 of the Fisheries Resources (Jurisdiction and Conservation) Act, 1977 makes the following Regulations:

Citation.

1. These Regulations may be cited as the Fisheries Resources (Potters Cay Fish Landing Complex) Regulations, 1986 and shall come into force on such date as the Minister may appoint by notice published in the *Gazette*.

Interpretation.

2. In these Regulations—

“Complex” means that facility or undertaking known as the Potters Cay Fish Landing Complex established and carried on by the Government at the western portion of Potters Cay in the Harbour of Nassau,

“causeway” means that causeway or road in the Island of New Providence known as the Mackey Street causeway commencing at the southern end of the Paradise Island bridge and extending northwards on both sides of that bridge to Potters Cay;

“fishery inspector” means a person who is an inspector under the Act and is an employee of the Ministry;

“fishery product” means any product consisting wholly or mainly of fishery resource in whatever form whether live, frozen, iced, dried or salted and which is intended for human consumption;

“landing” is a reference to the unloading of any fishery product and in relation to fishery product landed at the Complex includes the washing, grading, weighing and packaging of that product by the Complex;

“Manager” means the person duly appointed to carry out the duties of manager of the Complex;

“wholesale” means the sale by the owner or master of a vessel to any person of any fishery resource for use or sale in any business licensed under the Shops Act, any public institution or for resale to members of the public.

3.—(1) The Minister shall have the overall responsibility for the administration of the Complex.

(2) The day to day administration of the Complex including the utilisation of its docking facilities shall be the responsibility of the Manager.

(3) Subject to paragraph (1) the Manager in carrying out the functions mentioned in paragraph (2) shall be subject to the directions and control of the Director of Fisheries.

4.—(1) Every vessel engaged in commercial fishing shall when landing any fishery product in New Providence intended for sale by wholesale, land such product at the Complex.

(2) Every vessel transporting only fishery product from any Family Island to New Providence for sale there by wholesale shall land such product at the Complex.

(3) Paragraphs (1) and (2) shall not apply to any vessel carrying fishery product which consists wholly of live fish or live shellfish.

5.—(1) Subject to paragraph (2) fishery product which is required by regulation 4 to be landed at the Complex shall be sold at the Complex and in the area which the Manager shall designate for that purpose.

(2) No person shall sell fishery product at the Complex unless he is registered as a seller.

(3) Any person engaged in commercial fishing or, as referred to in regulation 4(2), the freighting of fishery product may apply to the Manager for registration as a seller.

6. No person may buy fishery product at the Complex unless he is registered as a buyer

7.—(1) A person in control of a vessel utilising the docking facilities of the Complex shall comply with any directions given by the Manager as to the docking at, or removal of the vessel from, the Complex, as the case may be

(2) A person in control of a vessel shall not utilise the wharf facilities of the Complex without the permission of the Manager.

8.—(1) Subject to regulations 7 and 9 only vessels engaged in commercial fishing or, as mentioned in regulation 5(3), in freighting fishery product shall dock at or be alongside the wharf of the Complex.

(2) Vessels when docking at the Complex other than for the purpose of landing shall do so along the southern sea wall of the Complex.

9.—(1) Any vessel landing at the Complex shall do so, unless otherwise directed by the Manager, at the northern wharf of the Complex and pay the landing and marketing fees computed in accordance with the provisions of Part I of the Schedule.

(2) Any vessel utilising the docking facilities of the Complex shall pay therefor the fee set out in Part II of the Schedule in respect of the period specified against that fee.

Administration of Complex.

Landing of fishery product in New Providence by commercial vessels.

Sale of fishery product landed at Complex.

Purchasing at Complex of fishery product.

Use of wharf at Complex.

Permitted users of wharf of Complex.

Landing and docking fees at the Complex.

Sale of fishery product at the causeway.

10.—(1) The sale of fishery product to members of the public at Potters Cay or at the causeway other than at the Complex or the Marine Product Market shall be carried out at the eastern or western side of the causeway.

(2) The sale of fishery product at the causeway shall be conducted on or from a vessel.

(3) No person shall display or carry out the cleaning of any fishery product on the pavement of the causeway.

Registration of sellers and buyers.

11.—(1) An application for registration as a seller or buyer at the Complex shall be made to the Manager in writing and stating —

- (a) the full name and address of the applicant;
- (b) the nature of the business in which the applicant is engaged;
- (c) the particulars of any fishing vessel owned by the applicant; and
- (d) any credit reference.

(2) The Manager shall if he is satisfied that the applicant for registration —

- (a) as a seller is a person engaged in such activity as is mentioned in regulation 5(3); or
- (b) as a buyer is a person engaged in the marketing of fishery product,

register that person as a seller or buyer, as the case may be, upon the payment of the annual fee specified in respect thereof in Part III of the Schedule.

(3) The registration of a seller or buyer shall expire on the 31st December of the year in which the registration has been effected.

Register.

12.—(1) The Manager shall maintain at the Complex a register of all persons registered as sellers and buyers under these Regulations.

(2) The register shall be available for inspection free of charge during the hours when the Complex is normally open for business.

Normal business hours of Complex.

13.—(1) The Complex shall be normally open daily except on Sundays and public holidays from 6 a.m. to 6 p.m. but the hours for the sale of fishery product thereat shall be from 9 a.m. to 5:30 p.m. on Monday through Friday and from 9 a.m. to 1 p.m. on Saturday.

(2) During the hours when the Complex is open for the conduct of business it shall be open to any person having a bona fide interest to conduct business at the Complex but the Manager may refuse to admit any person whose conduct he is of the opinion would be prejudicial to the normal carrying on of the business of the Complex and may order any such person if present on the premises of the Complex to leave.

(3) Where prior arrangements have been made with the Manager by the master of a vessel for the landing of any fishery product outside the normal hours nothing in paragraph (1) shall prohibit the Complex from facilitating that landing subject to the payment of the prescribed charges.

14.—(1) Any fishery product landed at the Complex or the causeway shall —

Inspection of fishery products.

- (a) be subject to inspection by fishery inspectors; and
- (b) comply with any law pertaining to the size and type permissible for catching and standard of quality.

(2) Fishery product for sale which an inspector is of opinion contravenes any such law as is referred to in paragraph (1)(b) shall not be sold or offered for sale and may be seized by the inspector.

(3) The person in possession of any fishery product to which paragraph (2) applies shall comply with any directions given by an inspector as to the disposal of that product.

15.—(1) Any person who the Manager is satisfied is engaged in commercial fishing may purchase the following from the Complex —

Services and supplies available at the Complex.

- (a) ice in minimum quantities of 50 pounds;
- (b) potable water in minimum quantities of 50 gallons;
- (c) diesel oil and gasoline;
- (d) fishing gear and other supplies;

The Complex shall as far as possible provide the following services upon payment of the respective fees mentioned in Part IV of the Schedule —

- (a) unloading, handling, weighing, washing, grading and packaging of fishery product except conch in the shell;
- (b) storage of fishery product or other items in chill or cold storage;
- (c) freezing of fishery product or other items;
- (d) minor vessel repairs;
- (e) the use of electrical outlets;
- (f) use or rental of refrigerated vehicle.

(3) The services specified in paragraph (2) shall be subject to such conditions as are set out in Part V of the Schedule and, without prejudice to those which shall be regarded as basic conditions, to such conditions as are agreed upon between the person paying therefor and the Manager or as notified to or reasonably brought to the attention of that person prior to the agreement for

such services by written notices prominently displayed on the premises of the Complex.

Removal of offend-
ing vessels.

16. The Manager may cause to be removed from the premises of the Complex any vessel whose captain or other person in charge thereof fails to comply with Regulation 7, 8 or 9(1).

Offences.

17. Any person who contravenes any provisions of these Regulations or who fails without lawful excuse to comply with any directions given pursuant thereto shall be guilty of an offence and liable on summary conviction to a fine of five hundred dollars or to imprisonment for six months and in addition the court may order the payment by that person to the Government of any reasonable expense incurred by the Government by reason of such breach.

Enforcement of
payment of fees.

18.—(1) Where any fees prescribed by these Regulations remain to be paid to the Government for services rendered to, or facilities utilised by, a vessel at the Complex pursuant to any agreement and which agreement authorises the Manager to cause the vessel to be removed from the Complex or elsewhere until the fees due are recovered together with any expenses incurred in such removal or detention, the Manager may proceed to effect such removal and detention.

(2) No removal or detention of a vessel under paragraph (1) shall be made unless notice in writing demanding payment of the fees has been made by the Manager upon the owner of the vessel or the person at whose request the services were rendered or facilities made available.

(3) For the purpose of securing the removal or detention of a vessel authorised under these Regulations, the Manager or any person under his control may board and take possession of the vessel for the purpose of effecting the removal or detention and any member of the police force or defence force if requested by the Manager shall render assistance in effecting such boarding.

SCHEDULE

PART I

Landing Fee	— Two (2) cents per pound of fishery product.
Marketing Fee	— Two (2) cents per pound of fishery product.
Additional charges for landing after normal working hours or on Sundays or on Public Holidays —	
(a) Labour	— \$10.00 per man hours
(b) Handling equipment	— \$10.00 per hour

PART II

Dockage Fee — Fifteen (15) cents per foot per day or part of the day.

PART III

ANNUAL BUYER'S/SELLER'S' REGISTRATION FEE —\$5.00

PART IV

- (1) Freezing of Fishery Product:
- (i) Partially Frozen (Between 21° F and 30° F) — Two (2) cents per pound
 - (ii) Chilled, iced or fresh — Six (6) cents per pound
- (2) Chill storage of fishery product or other items —
- (i) not exceeding seven (7) days — one (1) cent per pound per day
 - (ii) exceeding seven (7) days but not exceeding thirty (30) days — seven (7) cents per pound
- (3) Frozen storage of fishery product or other items —
- (i) not exceeding seven (7) days — (1) cent per pound per day.
 - (ii) in excess of seven (7) days but not exceeding thirty (30) days — eight (8) cents per pound
- (4) Use of electrical services — \$3.00/day per outlet plus \$2.00 service charge
- (5) Water for replenishing tanks — One dollar and eighty cents (\$1.80) per 100 gallons or part thereof plus \$2.00 service charge

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| (6) | Minor vessel repairs | — Cost (being the cost for parts and labour supplied) plus 15% thereof |
| (7) | Use of rental of refrigerated truck | —\$30.00 per hour |
| (8) | Sale of ice | — Seven (7) cents per pound |

PART V

TERMS AND CONDITIONS OF STORAGE AND FREEZING

Goods will be accepted by the Fish Landing Complex only under the following terms, conditions and agreement.

1. Tender for Storage

- (a) All goods for storage shall be delivered at the cold storage properly marked and packed for handling and identification. The storer shall furnish at or prior to such delivery a manifest showing marks, brands or size to be kept and accounted for separately; otherwise the goods may be stored in bulk or assorted lots at the discretion of the Manager, except where special arrangements have been made with the Manager.
- (b) The word "lot" as used herein means the unit of goods for which a separate account is to be kept by the Manager.
- (c) The Complex undertakes to store and deliver goods only in the packages in which they originally are received except where arrangements have been made otherwise between the storer and the Manager.

2. Storage Period and Handling Rates and Charges

- (a) All goods are stored on a day to day basis, unless otherwise provided.
- (b) Charges for any lot shall begin on the date of receipt in storage of the lot and shall continue and include the last storage day during which the lot is delivered.
- (c) All goods in storage and services are subject to the charges as specified in Part IV of this Schedule. Tariff rates apply on net weights.
- (d) Rates do not include insurance for fire, earthquake, hurricane or other risks. Manager or Complex will not arrange for insurance.

- (e) A charge will be assessed for goods received in unfrozen condition for storage at freezer temperature.
- (f) Storage charges will be billed at a rate applicable to the tonnage balance at the end of each month, all other charges are due when incurred. The charges are payable on demand and the payment subject to interest from date billed by the Complex. An interest charge of 1½% per month (18% per annum) shall be assessed on all balances due over 30 days. No account will be allowed to deplete without all charges being paid in full in advance. Charges remaining unpaid after 90 days — product will be subject to sale by the Manager to satisfy cold storage charges.
- (g) The Complex will not be responsible for demurrage or detention of trucks or vessels unless unreasonably caused by the officers or employees of the Complex and a prearranged schedule acceptable to the Manager for loading and unloading is within normal operating hours.
When goods are ordered out, a reasonable time shall be given the Manager to carry out instructions. Overtime loading and unloading will be subject to extra labour charges.

3. Delivery and Transfer Requirements

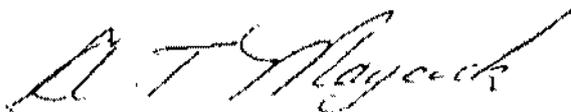
- (a) Written orders properly signed are required for the delivery or transfer of property. All orders shall clearly specify the lot number and particulars of description of the property. Telephone or telegram orders shall be confirmed in writing and will be accepted by the Manager only upon condition that the Complex shall not be responsible for any loss or error occasioned through such acceptance.
- (b) Instructions to transfer goods on the books of the Complex are not effective until delivered to and accepted by the Manager and all charges up to the time of transfer are chargeable to the storer and payable before the transfer is made.
- (c) The Complex reserves the right to move without notice at its own expense any goods in storage from any room of the cold storage in which they may be stored to another one.

4. Liability

- (a) The Complex and the Manager assume no liability for any loss or injury to the goods stored which could not have been avoided through the exercise of reasonable care and diligence, including any loss or injury occurring through the unavailability of any emergency equipment.

- (b) The Complex is not responsible for shrinkage in weights due to evaporation; or for loss or damage caused by fire (from any cause) decay, taint, rot or other inherent qualities, of the accidental or providential causes, or other causes beyond its control, or by breakage, leakage, improper packing, pilferage, theft, vermin or water (from sprinklers or otherwise); or by destruction of, or interference with the refrigerating or cooling apparatus, connection, or supply pipe, or interruption of the refrigerating process.
- (c) In case of accident to the plant, premises or machinery of the Complex or if for any reason it shall be deemed by the Manager to be unsafe or inexpedient to continue the storage of the goods herein described, the Manager may terminate any agreement for storage by notifying storer of such termination and requiring the immediate removal of such goods.
Storer agrees that within forty-eight (48) hours after the receipt of such notice he will pay all charges and remove the said goods, failing which and at the expiration of said forty-eight (48) hours, the liability of the Complex from any cause whatever shall cease.
- (d) The Complex will not be responsible for contents of open-top containers or for goods stored after one (1) year.
- (e) Storer waives all right of subrogation against the Complex, its officers and employees.

Made the 30th day of January, 1986.



MINISTER OF ECONOMIC AFFAIRS,
AGRICULTURE AND FISHERIES