

## **GENERAL TERMS AND CONDITIONS FOR BOAT LICENCES (EXCLUDING BUSINESS LICENCES)**

In accordance with s.43(3) of the Transport Act 1962, boat licences are subject to the conditions which apply to the use of a boat on any Waterway which we own or manage. These are necessary to protect third parties and to help us manage the Waterways well for the benefit of all our users. Any breach of these Conditions would entitle the Trust to terminate your Licence which may result in the removal of your Boat from our Waterways.

You must be 18 years or older to be issued with a licence for a Powered Boat.

The use of your Boat for anything other than personal, private, or leisure use will require a business boat Licence.

### **1. Definitions and application**

- 1.1 'Boat' means the boat named in your application or renewal form for a Licence and the name and index number will appear on the Licence. The 'Boat' includes any Tender to the Boat.
- 1.2 'Boat Length' means the length overall of the Boat including permanently fixed fenders as reasonably required to be used when the Boat is moored or underway, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extensions fore and/or aft of the Boat.
- 1.3 'Conditions' means these general terms and conditions.
- 1.4 'Continuous Cruiser' means a boater who has been granted a Licence for a Boat without a Home Mooring on the basis that they will comply with Condition 4 below.
- 1.5 'Home Mooring' is a mooring or other place which will be available throughout the period of the Licence where we are satisfied that the Boat can reasonably be kept and may lawfully be left when not being used for cruising.
- 1.6 'Licence' means the boat licence issued to you by the Trust and to which these Conditions apply.
- 1.7 'Portable' means that the Boat's normal crew can, without mechanical help, launch the Boat and take it out of the water. Examples of Portable Boats include rowing boats, dinghies, canoes and light inflatable boats.
- 1.8 'Powered' means that the Boat has some form of mechanical propulsion. 'Unpowered Boats' are boats that are propelled by human, wind or animal force. A boat that is normally towed by a powered vessel is defined as Powered.
- 1.9 'Tender' means one small boat (not more than 3 metres long) and which is carried on or towed by the Boat and used only for going to and from the Boat whilst in sight of the Boat.
- 1.10 'You, your, or yours' means the owner or lawful keeper as described in the application or renewal form and includes a person in charge of the Boat with the permission of the owner or lawful keeper. Where there is more than one owner or lawful keeper the obligations and liabilities under these Conditions shall be joint and several.
- 1.11 'Waterway' or 'Waterways' means any waterway(s) owned or managed by us, and includes any navigable branches or arms, marinas, docks or basins and any land held or used by us in connection with the Waterway(s).

- 1.12 'We, us, our or the Trust' means Canal & River Trust and any employee or other person approved by Canal & River Trust to act for or on behalf of it.

## **2. Use of the boat**

- 2.1 The Licence allows you to use the Boat in any Waterway in accordance with these Conditions and only for the purposes specified in the licence descriptions, details of which are set out in Schedule 3.
- 2.2 We only issue a licence if we are satisfied that you either have a Home Mooring for the Boat or you will use the Boat as a Continuous Cruiser and we may seek to verify with third parties any information you provide to us. We will treat you as a Continuous Cruiser if you do not declare a Home Mooring for the Boat.
- 2.3 In addition to complying with the Conditions you must also comply with any local restrictions specified in signage which may include time limits and other conditions relating to the use of a specific location.

## **3. Boats with a Home Mooring**

- 3.1 You must cruise on the Waterways whilst you are away from the Home Mooring (save for any period when you leave the Waterways or when the Boat is lawfully moored at another mooring site).
- 3.2 The Licence does not allow you to moor the Boat in any Waterway whilst cruising away from your Home Mooring except for short periods of up to 14 days, or less where a local restriction applies.
- 3.3 The Licence does not give a right to moor that is sufficient to meet the requirement in the British Waterways Act 1995 for the Boat to have a Home Mooring.
- 3.4 You must tell us in writing if your Home Mooring changes.

## **4. Boats without a Home Mooring or 'Continuous Cruisers'**

- 4.1 You must cruise in accordance with the British Waterways Act 1995. The Trust's Guidance for Boaters without a Home Mooring is contained in Schedule 2 and sets out the Trust's understanding of what is required to comply with the British Waterways Act 1995.

## **5. Boat Safety and Insurance**

- 5.1 The Boat must comply with the Boat Safety Scheme requirements (set out in Schedule 1 below) at all times.
- 5.2 You must have in force an insurance policy for the Boat, provided by a company that is authorised and regulated by the UK Financial Conduct Authority, which covers third-party liabilities of at least two million pounds. The insurance cover must be maintained for the full duration of the Licence. Further details on insurance requirements are set out in Schedule 1 below.
- 5.3 You agree that we may contact your insurance provider to check the validity of your policy, and you consent to the insurance provider giving us such information as we may reasonably require.

## **6. Payment**

- 6.1 The price of the Licence is published and revised each year from 1st April and you agree to pay the amount due (including, if appropriate, any late payment and/or credit card charges). Schedule 4 sets out further details on the Licence fees and payment terms.
- 6.2 The prompt payment rate applies for qualifying applications. The qualifying criteria are set out in Schedule 4.

- 6.3 A late payment charge applies for any boat which is on the Waterway unlicensed for more than one calendar month without a valid licence. The late payment charge will be payable in addition to the Licence fee, which must be appropriately backdated.
- 6.4 If the Boat remains on the Waterway unlicensed for any period, whether following expiry or termination of the Licence, we may charge you pro rata the equivalent of the Licence fee for that period (to cover your use and occupation of the Waterway). This does not affect any other rights or claims we may have against you including any rights we may have for breach of these Conditions.
- 6.5 We may recover from you any costs, charges and/or expenses that we may incur as a result of your failure to comply with the Conditions. Examples of what we may seek to recover from you include but are not limited to:
- (i) legal costs;
  - (ii) daily charges which may be applied for staying longer than the maximum time allowed at any particular location;
  - (iii) other administrative charges, which are costs for our time and the costs of contractors we may instruct in enforcing the Conditions including costs incurred for moving the Boat to a different location on the Waterway or removing the Boat from the Waterway;
  - (iv) all costs arising out of any third party claims made against us as a result of your breach of the Conditions.

## **7. Your other obligations**

- 7.1 You must display the Boat's name, index number and the Licence on both sides of the Boat so that they are always easily visible by our employees on the towpath or on the Waterway. If you do not, we may place a sticker on the Boat or on any cover on the Boat showing the number, which must not be removed unless the number is displayed in some other way. Any Tender must be marked with 'Tender to (name and index number of the Boat)'.
- 7.2 You must comply with relevant legislation, bye-laws, and the navigation rules identified in Schedule 5, and follow our lawful directions, spoken or written (including signs). This includes signs that prohibit mooring or limit the period you may moor the Boat at specific locations.
- 7.3 The Boat must be fit for navigation on any Waterway where it is intended to be used.
- 7.4 You must ensure that when the Boat is navigating there is always a competent person in charge of the Boat.
- 7.5 You may give permission to any other person to use the Boat provided you do not do so for reward or promise of payment as this would require the Boat to have a business boat licence. You must ensure that any other person using the Boat is aware and agrees to comply with these Conditions and is covered by an appropriate insurance policy.
- 7.6 Whilst the Boat is on the Waterway you must not do (or carelessly fail to do) or permit anything which will cause damage or nuisance to us or any person or their property. You accept responsibility for any such damage or nuisance caused or permitted by you, other occupants of the Boat or your visitors. You will not be held responsible for events that are outside your control provided you have taken all reasonable steps to prevent such damage or nuisance.
- 7.7 You agree that:
- (i) we can board the Boat, and/or enter any land you own or occupy which is adjacent to the Boat, in order to affix or place on the Boat, correspondence, contractual or statutory notices or court papers; and
  - (ii) we can come on board the Boat to inspect it where we need to check you meet these Conditions and we can cross the Boat for the purpose of accessing any adjacent boat that

cannot reasonably be accessed from the bank. We will give you reasonable notice if we consider it is practical or appropriate to do so.

- 7.8 You agree that we may provide your relevant personal details including your contact details such as your name and address to any person (or the insurer of any person) who we believe has a reasonable interest in an incident or alleged incident involving the Boat which will generally be the case where for example personal injury or damage to property may have occurred.
- 7.9 You agree that we may confirm to third party(s) whether or not the Boat is appropriately licensed and/or whether or not you are complying with these Conditions and if not, whether we have commenced enforcement proceedings or are proposing to do so.
- 7.10 You agree that where we believe you are failing to comply with the Conditions, we may exchange information relating to you and/ or the Boat with third parties if we consider that such action is appropriate or necessary. Such circumstances include where we exchange information with (i) any persons affected by your failure to comply with the Conditions or (ii) with persons who are assisting us in managing the situation such as contractors, mooring providers, individuals or organisations with a legitimate interest or duty in exchanging information about you.
- 7.11 You must notify us in writing within 14 days when you sell the Boat or transfer ownership to another person. You must tell us to whom you have sold or transferred the Boat. If you do not let us know the details of the new owner or keeper, the Boat will remain registered in your name and you will continue to be responsible for it (including payment of future Licence fees, sums payable under Conditions 6.4 and 6.5, and the costs of any related legal action).
- 7.12 The Licence is personal to you. You cannot transfer the Licence to any person in any circumstances. Accordingly the Licence cannot be sold, given to anyone or be inherited by anyone.

## **8. Termination**

- 8.1 We will write and tell you if we think you have broken the Conditions of your Licence. We will explain how we think you have broken them and how we think you can put things right. We will tell you how long you have to put things right. This time will be at least twenty eight days or longer if reasonable. We may extend the time if you write to us and explain why you need the extra time.
- 8.2 If you do not put things right within the time we have given you, the Licence will end and you must remove the Boat from our Waterways. We will rebate the cost of the unused part of the Licence in accordance with our Refund Terms (details of which are set out in Schedule 4) as of the date on which you have removed the Boat from our Waterways.
- 8.3 In the case of a serious or persistent breach of these Conditions, or where we reasonably believe that the breach may endanger the health and safety of other people, we reserve the right either to:
- (a) immediately suspend your Licence pending an internal investigation to determine whether the breach is capable of remedy. Whilst your Licence is suspended you may not use the Boat to navigate in our Waterways until further notice from us and during the suspension the Boat must remain moored where specified by us unless you choose or you are directed by us to remove the Boat from our Waterways. or;
  - (b) terminate your Licence immediately if we conclude that the breach is clearly incapable of remedy.

No refund will be payable for any period of suspension or for what would have been the remaining period of your Licence if it had not been terminated in accordance with this Condition 8.3.

- 8.4 If your Licence is terminated in accordance with this Condition 8, you agree that for the remainder of what would have been the Licence period, you will not apply for a new Licence and you will remove the Boat from our Waterways. Should you apply for a new Licence during this period, we will not consider the application.
- 8.5 You have no automatic right under these Conditions to the renewal of a Licence. We will not unreasonably refuse to renew a Licence. If we do renew, we reserve the right to issue a Licence subject to such additional conditions as we see fit (including issuing you with a shorter Licence than you may have applied for). However, if we do refuse to issue you with a Licence, we will write and tell you why.
- 8.6 Upon termination or expiry of your Licence, you are responsible for immediately removing the Boat from the Waterways. If you fail to remove the Boat, we may move or remove it in accordance with our statutory powers (and in some circumstances, we may have to dismantle or destroy the Boat in order to move or remove it). The Trust may recover from you any costs, charges and/or expenses we may incur in doing so (in accordance with Condition 6.5). The Trust will not be liable for any damage or losses you may suffer as a result of our action or inaction under this Condition 8.6.
- 8.7 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Licence shall remain in full force and effect.

## **9. Our obligations**

- 9.1 We will do our best to keep the Waterway open for navigation, but closures may be required as a result of occasional unforeseen events or essential maintenance and repair work. Except in emergencies or for other unavoidable reasons, we shall try to arrange our maintenance work to cause you the least disruption. This means that most work requiring closures will be done between the beginning of November and the end of March. There may be other occasions when, due to causes beyond our reasonable control, we have to close part or (exceptionally) all of the Waterway.
- 9.2 The Licence fees are calculated on the assumption that you will be affected by closures from time to time and accordingly refunds of Licence fees will not be made for closures as described in this Condition 9.
- 9.3 We exclude any liability for any damages arising from the closure of the Waterway (save for any damages arising from personal injury or death caused by our negligence).

## **10. Variation**

- 10.1 We may from time to time review and revise the Conditions. You will be given at least one month's prior written notice of any substantive changes and we will tell you the reasons for the change. At the end of the notice period referred to above, the changes will be effective and you will be issued with the new revised Conditions that replace the previous Conditions. You will be deemed to have accepted the changes by keeping the Boat on the Waterways.

## **11. General**

- 11.1 These Conditions are between the Trust and you. A third party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions.
- 11.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected.
- 11.3 Omission by us to exercise any right under these Conditions will not constitute a waiver of such right unless expressly stated by us in writing.

- 11.4 Any remedies we have set out in these Conditions do not prevent us from relying on any other remedies or rights that we may have.
- 11.5 These Conditions are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts.
- 11.6 The headings in these Conditions are for convenience only and shall not affect its interpretation.

## SCHEDULE 1:

### LICENCE INFORMATION, INSURANCE AND BOAT SAFETY REQUIREMENTS

Charges for boat licences comprise an important contribution to the costs of maintaining and improving the waterway network. Our powers to charge for and regulate use of the Waterways are established in a series of Acts of Parliament. All boats must have a licence to cover the type of use planned for the boat. We use our statutory powers to remove boats from our Waterways that are not correctly licensed.

The Licence allows you to use the Boat on our Waterways including mooring for short periods while cruising. Short period means up to 14 days or less where indicated by us. The Licence does not permit mooring for any longer period.

Each boat registered for use on our network is assigned a unique index number which is linked to the Licence. You must display the index number and the Licence on both sides of the Boat. If you cover it for any reason (e.g. during winter), you must paint or display the index number on the cover so that it can always be seen.

We carry out regular inspections of boats to make sure they are correctly licensed and we exercise our powers to remove unlicensed and illegally moored boats from the Waterways and to charge the owner for the costs we incur in doing this.

**It is very important – and a legal requirement – that you display your Licence.** Although we do not need this for licence checking purposes (the index number tells us if the Boat is correctly licensed), it demonstrates to other boaters that you are complying with our requirements and not evading your responsibility to contribute to the cost of maintaining the Waterways. We can provide you with a pair of plastic holders for the Licence on request – contact our [Customer Service Centre](#).

The Licence allows free passage through the Anderton Boat Lift, Standedge Tunnel and the Ribble Link, subject to local booking conditions. Charges may apply for the use of other structures which require our people to operate them. Details are advertised locally.

Provided there is appropriate insurance cover you may use the Boat for towing another licensed boat (for example, an unpowered butty or another boat that has broken down) as long as you are not doing it for reward or a promise of payment.

#### INSURANCE REQUIREMENT

As a boat licence holder, you are very likely to be responsible for any injury or damage caused by you or the Boat. Damages could be substantial and it is therefore a requirement that you have third party liability insurance for the Boat.

You must satisfy us that you have in force an insurance policy in the name of the licence applicant for the Boat, provided by a company that is regulated by the UK Financial Conduct Authority. It must provide cover for third-party liabilities for at least two million pounds and must remain in force for the complete duration of the Boat Licence. You must ensure that the insurance is appropriate for the intended use of the Boat.

If your current insurance certificate expires before the start date of the new licence, you must renew the insurance before applying for the Licence.

When applying for the Licence, you are asked to declare the following details of the Boat's insurance:

- Name of insurance provider

- Policy number
- Expiry date of the policy

The policy holder's name must be the same as the Licence applicant.

Your renewal reminder shows the policy name, number and expiry date that we currently hold for you in our records. You must update this by correcting these details on the form.

We accept your declaration of insurance cover in good faith. We do however carry out random sample checks to validate the policy information supplied.

### **Unpowered Boats**

There are risks to third parties associated with any boat on the Waterways, so we strongly recommend you have insurance in place for unpowered as well as powered boats. We will not however refuse a licence for an unpowered boat (as defined in the terms and conditions) if the application does not include an insurance declaration. Insurance for unpowered boats is readily and cheaply available and is often automatically included within memberships of relevant clubs or organisations.

### **BOAT SAFETY: STANDARDS FOR CONSTRUCTION AND EQUIPMENT**

There is a legal requirement for boats to comply with the Trust's standards for construction and equipment (appended). You are responsible for making sure that the Boat is maintained so that it complies with the required standards at all times.

To protect the safety of all our customers, we may operate a spot check on the fuel, gas and electrical installations on board any boat which we have reason to believe no longer meets the required standards. If we believe the Boat is dangerous, we may terminate your Licence and you will have to remove it from the Waterways. If you fail to remove the Boat from our Waterways, we can do so at your expense.

When applying for a boat licence, you must produce evidence that the Boat meets these standards.

**Acceptable evidence** is one of the following:

- confirmation that the Boat complies with Boat Safety Scheme standards. This must be appropriate for the purpose for which the Boat is used. Please remember that any alterations, modifications or a lack of good maintenance may mean that the evidence of compliance is no longer valid.
- a current Declaration of Conformity with the EU Recreational Craft Directive which shows the specification of the Boat. This declaration must be less than four years old (one year for 'sail-aways').
- In respect of boaters who have completed the CRT form declaring an exemption from the Boat Safety Scheme standards, we may from time to time carry out random checks and we reserve the right to inspect the Boat and/or to require further evidence or information from such boaters to validate that the exemption applies.

When renewing your Licence, the reminder we send you shows the issue and expiry date of the evidence that we currently hold for the Boat. If the evidence is still valid, you do not need to enclose it with your licence application. But if the evidence has expired, you must enclose new evidence of compliance with your application.

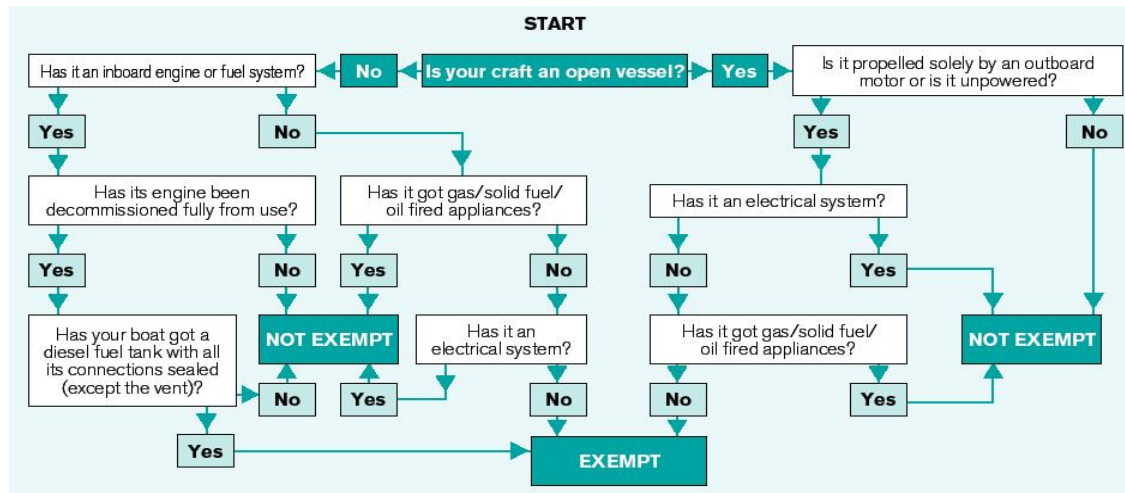
If you are a direct debit payer, we will not issue your new Licence automatically if your certificate or declaration has expired.



Normally, we will write and remind you a few months before the expiry date of your certificate or declaration. This is to help you avoid delays and the possible late payment charge at the time you renew your Licence.

### Exemption from requirement to provide evidence of compliance

- If the Boat does not carry any gas or fuel, has no electrical circuits and no domestic cooking, heating, refrigeration or lighting appliances, it might be exempt from the requirement to produce evidence of compliance. **Use the chart below to determine whether your boat is exempt from this evidence requirement.**
- If the Boat is exempt you will need to tick the appropriate box on your licence application form.



[www.boatsafetyscheme.org](http://www.boatsafetyscheme.org) ; email [bss.enquiries@boatsafetyscheme.com](mailto:bss.enquiries@boatsafetyscheme.com), tel. 0333 202 1000

## **SCHEDULE 2: MOORING INFORMATION**

### **LEGAL PROVISIONS AND GENERAL PRINCIPLES**

1. There are no public law provisions concerning moorings along the Trust's canals. This is entirely a matter for management by the Trust as property owners.
2. Moorings along the towpath, other than those designated for use by long term permit holders only, are available for boaters to use subject to conditions. As a land owner, the Trust may impose further conditions over and above those within the licence conditions.
3. The maximum period that boaters can moor in one location (when not at the boater's Home Mooring or when the Boat is not lawfully moored at another mooring site) is 14 days. Where notices indicate a shorter period boaters must comply with these local restrictions.

#### **Time Limits at Visitor Moorings**

4. The Trust's visitor moorings are generally provided at popular destinations or access points. They usually have some form of facilities – whether simply a firmer edge with mooring rings or a more comprehensive range of services. They are provided as a convenience for passing boaters to make short stops to make use of local land-based services. The time limit will generally be less than 14 days, and may be as little as a few hours in particularly popular locations.
5. Visitor moorings are not provided for extended periods of use by boaters needing to stay in the same place for work or other domestic reasons. Please consider the needs of holiday makers and leisure boaters, and if you need to remain in an area, make arrangements with a local moorings provider.
6. A daily extended stay charge may be payable if you stay beyond the time limit permitted. In some cases we may use our powers under s.8(5) of the British Waterways Act 1983 to move boats that are causing an obstruction. An overstaying boat is causing an obstruction at a mooring since it means that the mooring is not available for other boats to use. If we do need to move the boat, you agree to repay our costs.

### **A HOME MOORING**

A 'Home Mooring' is a mooring or other place which will be available throughout the period of the Licence and where we are satisfied that the Boat can reasonably be kept and may lawfully be left when not being used for cruising.

Home Moorings are provided by a wide choice of boatyards and boat clubs, as well as by Canal & River Trust - [www.canalrivertrust.org.uk/boating](http://www.canalrivertrust.org.uk/boating) provides a moorings search facility that includes these moorings. It also includes helpful information about getting started with boating on inland waterways.

If you own canal side property, please do not assume that you may automatically use the water-space next to your garden as a Home Mooring. You will need our permission and in most cases you will be required to pay for the use of this space. Go to <http://canalrivertrust.org.uk/boating/mooring/finding-a-home-mooring> for more information and an application form.

### **GUIDANCE FOR BOATERS WITHOUT A HOME MOORING**

If a boat is licensed without a home mooring<sup>1</sup> it must move on a regular basis. This Guidance<sup>2</sup> seeks to explain in day to day terms the nature of the movement that must take place.

There are three key legal<sup>3</sup> requirements:-

- the boat must genuinely be used for navigation throughout the period of the licence.
- unless a shorter time is specified by notice the boat must not stay in the same place for more than 14 days (or such longer period as is reasonable in the circumstances); and
- it is the responsibility of the boater to satisfy the Trust that the above requirements are and will continue to be met.

### **“Navigation”**

The law requires that the boat “will be bona fide used for navigation throughout the period of [the licence]”.

‘Bona fide’ is Latin for “with good faith” and is used by lawyers to mean ‘sincerely’ or ‘genuinely’.

‘Navigation’ in this context means travelling on water involving movement in passage or transit.<sup>4</sup>

Therefore, subject to stops of permitted duration, those using a boat licensed for continuous cruising must genuinely be moving, in passage or in transit throughout the period of the licence.

Importantly, short trips within the same neighbourhood, and shuttling backwards and forwards along a small part of the network do NOT meet the legal requirement for navigation throughout the period of the licence.<sup>5</sup>

The terms ‘cruise’ and ‘cruising’ are used in this guidance to mean using a boat bona fide for navigation.

### **“Place”**

The law requires that stops during such cruising should not be “in any one place for more than 14 days”.

“Place” in this context means a neighbourhood or locality, NOT simply a particular mooring site or position.<sup>6</sup>

Therefore to remain in the same neighbourhood for more than 14 days is not permitted. The necessary movement from one neighbourhood to another can be done in one step or by short gradual steps. What the law requires is that, if 14 days ago the boat was in neighbourhood A, by day 15 it must be in neighbourhood B or further afield. Thereafter, the next movement must be at least to neighbourhood C, and not back to neighbourhood A (with obvious exceptions such as reaching the end of a terminal waterway or reversing the direction of travel in the course of a genuine cruise).

What constitutes a ‘neighbourhood’ will vary from area to area – on a rural waterway a village or hamlet may be a neighbourhood and on an urban waterway a suburb or district within a town or city may be a neighbourhood. A sensible and pragmatic judgement needs to be made.

It is not possible (nor appropriate) to specify distances that need to be travelled, since in densely populated areas different neighbourhoods will adjoin each other and in sparsely populated areas they may be far apart (in which case uninhabited areas between neighbourhoods will in themselves usually be a locality and also a “place”).

Exact precision is not required or expected – what is required is that the boat is used for a genuine cruise.

### **“14 days or such longer period as is reasonable in the circumstances”**

Circumstances where it is reasonable to stay in one neighbourhood or locality for longer than 14 days are where further movement is prevented by causes outside the reasonable control of the boater.

Examples include temporary mechanical breakdown preventing cruising until repairs are complete, emergency navigation stoppage, impassable ice or serious illness (for which medical evidence may be required).

Such reasons should be made known immediately to local Trust enforcement staff with a request to authorise a longer stay at the mooring site or nearby. The circumstances will be reviewed regularly and

reasonable steps (where possible) must be taken to remedy the cause of the longer stay – e.g. repairs put in hand where breakdown is the cause.

Where difficulties persist and the boater is unable to continue the cruise, the Trust reserves the right to charge mooring fees and to require the boat to be moved away from popular temporary or visitor moorings until the cruise can recommence.

Unacceptable reasons for staying longer than 14 days in a neighbourhood or locality include a need to stay within commuting distance of a place of work or of study (e.g. a school or college).

### **Boater's Responsibility**

The law requires the boater to satisfy the Trust that the bona fide navigation requirement is and will be met. It is not for the Trust to prove that the requirement has not been met. This is best done by keeping a cruising log, though this is not a compulsory requirement. If however, the Trust has a clear impression that there has been limited movement insufficient to meet the legal requirements, it can ask for more information to be satisfied in accordance with the law. Failure or inability to provide that information may result in further action being taken, but only after fair warning<sup>7</sup>.

#### **Summary of Guidance for Boats without a home mooring**

**Boats without a home mooring must be engaged in genuine navigation throughout the period of the licence.**

- **They must not stay moored in the same neighbourhood or locality for more than 14 days.**
- **It is the boater's responsibility to satisfy us that they meet these requirements.**

#### **NOTES**

<sup>1</sup> 'Home Mooring' is "a place where the vessel can reasonably be kept and may lawfully be left".

<sup>2</sup> This Guidance does not have the force of law but seeks to interpret the law as set out in s.17 of the British Waterways Act 1995. The language of the Act is generic and, as with all statutes, requires interpretation. The Guidance is based on professional legal advice, including from Leading Counsel, and is believed by the Trust to reflect the correct legal interpretation of the Statute. The Guidelines issued in 2008 were considered by the court in the case of British Waterways v Davies in the Bristol County Court. The Judge expressly found that Mr Davies' movement of his vessel every 14 days (whilst remaining on the same approximate 10 mile stretch of canal between Bath and Bradford on Avon) was not bona fide use of the vessel for navigation. These Guidelines have been updated and refined in the light of that Judgment.

<sup>3</sup> Section 17(3)(c) of the British Waterways Act 1995 states that we may refuse a licence ("relevant consent") unless (i) we are satisfied the relevant vessel has a home mooring or: "(ii) the applicant for the relevant consent satisfies the Board that the vessel to which the application relates will be used bona fide for navigation throughout the period for which the consent is valid without remaining continuously in any one place for more than 14 days or such longer period as is reasonable in the circumstances."

<sup>4</sup> The Canal & River Trust places reliance on the meaning given to the word "navigation" in the case of Crown Estate Commissioners v Fairlie Yacht Slip Limited. Whilst a decision of the Scottish courts, the English courts can, and have, taken the views of the Scottish Judge into account. In that case the

basic concept and essential notion of the word "navigation" was said to be "passage or transit", the underlying concept being one of movement.

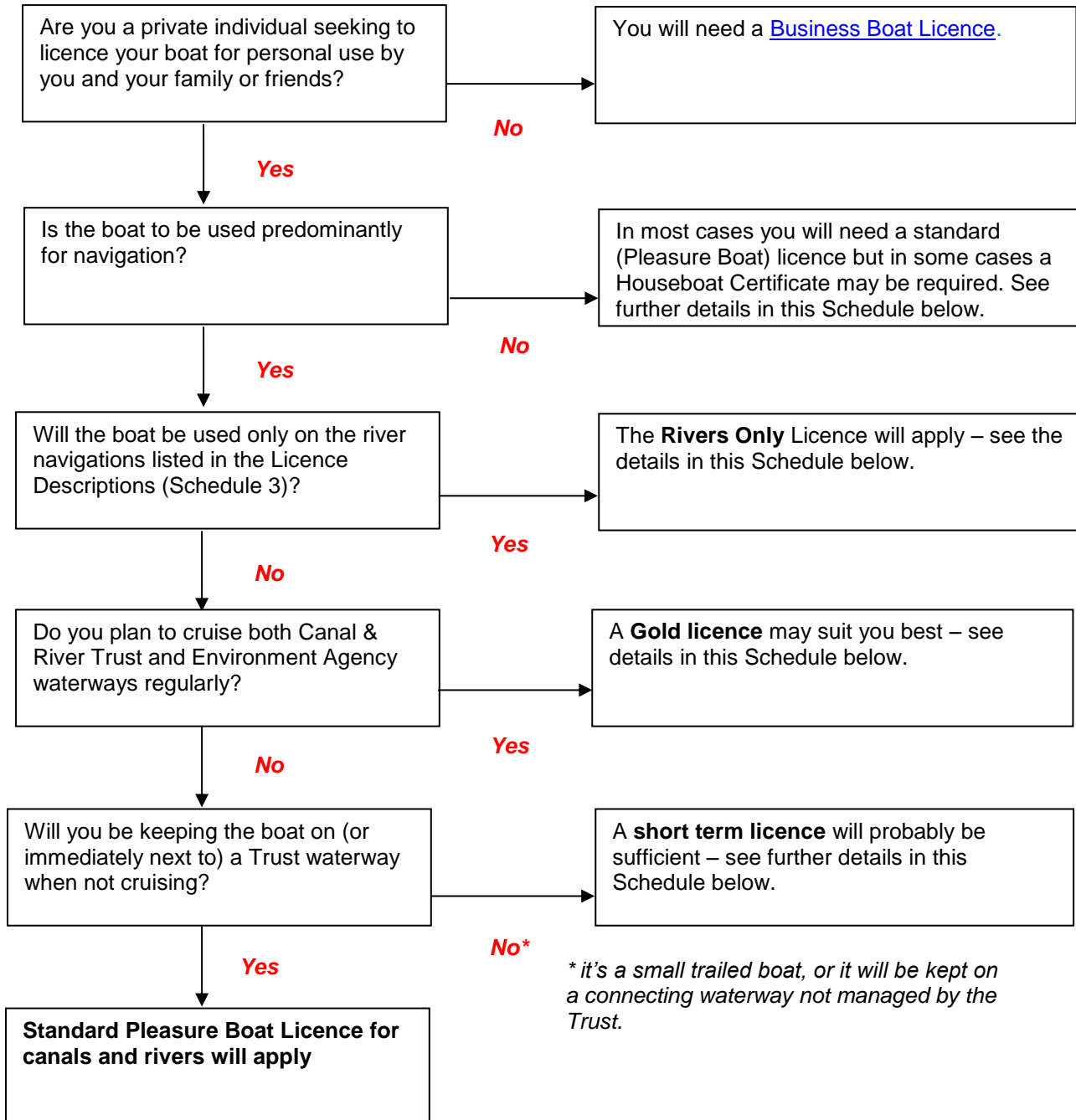
<sup>5</sup> The Judge in the case of British Waterways v Davies referred to in Note 2 above expressly confirmed that moving a vessel every 14 days on a 10 mile stretch of canal between Bath and Bradford on Avon was NOT use of the vessel bona fide for navigation.

<sup>6</sup> The Shorter Oxford Dictionary gives some 8 separate principal meanings for the noun 'place'. Therefore the rules of legal interpretation require the meaning that most appropriately fits the context to be used. Since 'navigation' means travelling by water and 'travel' means a journey of some distance, the word 'place' in this context is used by the Act to mean an "area inhabited or frequented by people, as a city, town, a village etc." (meaning 4b in the Shorter Oxford Dictionary).

<sup>7</sup> Enforcement of the legal requirements will be based on observations by the Trust. If initial observations indicate insufficient movement to meet the legal requirements, the boater(s) will be advised why the observed movement is considered insufficient and be asked to keep adequate evidence of future movements. Failure then to meet the movement requirements, or to provide evidence of sufficient movement when requested by the Trust, can be treated as a failure to comply with s.17 of the 1995 Act. After fair warning the boat licence may then be terminated (or renewal refused). Unlicensed boats must be removed from Trust waters, failing which the Trust has power to remove them at the owners cost.

## SCHEDULE 3: LICENCE DESCRIPTIONS

Use this chart as a quick guide to the type of licence you need



## TYPES OF LICENCE

### **Pleasure Boat Licence, England and Wales (“standard boat licence”)**

*3, 6 or 12 months, Canals & Rivers / Rivers Only*

**(Note: If you are a Continuous Cruiser, a Licence for 3 months is no longer an option available to most boaters and will only be issued by us in exceptional circumstances. Continuous Cruisers can only opt to have either a 6 or 12 month licence).**

- These are primarily for boats kept for personal use by the licence holder. The Boat may be used by others with the consent of the licence holder, as long as this is not for reward or promise of payment.
- If you own a share of the Boat, a standard boat licence will be issued providing that all of the following requirements are met:
  1. None of the share owners has any interest in the Boat other than for personal, pleasure use.
  2. The licence holder (the boat’s lawful keeper) is one or two of the share owners, nominated by all other share owners to be responsible for meeting the Trust’s Licence Terms and Conditions, including insurance and boat safety requirements.
  3. The licence holder is the person (or people) named as the insured on the Boat’s insurance certificate.
  4. The licence holder, in consultation only with other share owners, is responsible for all decisions relating to control and administration of the Boat throughout the year. This includes determining where the Boat is berthed and who uses it when.
  5. The Boat’s livery does not display an association with any company engaged in the boat share business.

If any of these requirements are not met, our consent is required for it to be operated as a business and you must obtain a business boat licence.

The **Rivers Only Licence** is valid for ‘River Waterways’ defined in Schedule 1 of the British Waterways Act 1971, as amended and constitutes a “pleasure boat certificate” for the purposes of that Act. These are:

- Avon (Hanham Lock to Bath)
- Bow Back Rivers
- Fosdyke & Witham (Torksey to Boston)
- Lee Navigation (Hertford to Limehouse)
- Limehouse Cut
- Ouse and Ure (Goole to Ripon)
- Severn (Stourport to Gloucester)
- Soar Navigation (Trent Junction to Leicester)
- Stort Navigation
- Tees (Tees Barrage to Low Worsal)
- Trent (Shardlow – Gainsborough, including the Nottingham & Beeston Canal)
- Weaver Navigation (Winsford Bridge to Manchester Ship Canal)
- River Weaver (Winsford Bridge to Shrew Bridge)

Boats with Rivers Only Licences navigating between the River Trent and River Ouse via the Stainforth & Keadby Canal, Aire & Calder Navigation and the Selby Canal may do so at no extra charge providing they stay no longer than seventy-two hours on these Canals.

By statute, the price of a Rivers Only Licence is fixed at 60% of the cost of a licence to use canals and rivers and if you transfer ownership of the Boat, the Trust will issue a new Rivers Only Licence to the new owner for the unexpired portion of the licence, without charge.

## **Canal & River Trust and Environment Agency Gold Licence**

*12 months beginning 1<sup>st</sup> January*

The Gold Licence allows you to cruise freely on EA navigations and on Trust Waterways in England & Wales. It is available for twelve months only, beginning on 1st January. If you already have a Canal & River Trust licence that expires on a different date, we will refund the outstanding portion if you wish to switch to a Gold Licence. We do not have the authority to refund existing EA licences. Please contact the EA licensing office which issued your licence.

You must comply with the relevant legislation, bye-laws and the navigation rules that apply to whichever Waterways the Boat is being used on.

Gold licences are not refundable and are only issued for full calendar years commencing 1st January.

## **Short Term Licences**

Licences for periods of one month or less are for Boats visiting our Waterways for short periods from other navigations or coastal waters. They are available for purchase online from <http://canalrivertrust.org.uk/boating/licensing> .

Short term licences are not available to Continuous Cruisers, boats floating in marinas or on moorings connected to Trust Waterways.

## **Houseboat Certificate**

Houseboat means a boat predominantly used for a purpose other than navigation and which, if required for the purpose, has planning permission, for the site where it is moored. A houseboat may be moved provided that navigation does not become its predominant use.

These are only issued for boats covered by a Canal & River Trust mooring agreement and the houseboat certificate and Trust mooring agreement must run concurrently with the same expiry date.

## SCHEDULE 4: LICENCE FEES AND PAYMENT TERMS

### INCENTIVES FOR PAYING PROMPTLY

The licence fee varies with the length of boat and how promptly you renew the licence when it becomes due. The fees are published on [www.canalrivertrust.org.uk/licensing](http://www.canalrivertrust.org.uk/licensing). Printed copies are available from our [Customer Service](#) Centre on 0303 040 4040.

The fee tables for long term licences in England & Wales show two rates:

- the (lower) prompt payment rate applies as long as you pay in full in advance of the Licence start or renewal date.
- the normal rate applies in all other cases except where you pay late (see below).

If you allow your licence to lapse for more than one month, you will also have to pay a fixed Late Payment Charge of £150. The Licence must be back dated to the expiry of the previous licence, unless you provide evidence that the Boat was not on the Waterways for the intervening period. The late payment charge is a fair reflection of the additional cost incurred by the Canal & River Trust in collecting overdue licence fees.

The qualifying criteria for the prompt payment rate are as follows:

1. The payment and correctly completed application (and any enclosures) must have been *received by the Canal & River Trust or a licensing agent before the start date of the licence. In cases of doubt where we have no record of receiving an application, we will accept a formal proof of posting from Royal Mail or other professional dispatch service.*
2. Payment for the Licence must be in advance. The discount does not apply for licences paid for in instalments.
3. If the Boat is being introduced onto our Waterways for the first time, providing that the Licence is purchased before the Boat enters our Waterways.
4. We will also allow the prompt payment rate for brand new boats providing the application is received no later than two weeks after the issue date of the safety certification.
5. If the Boat is returning to our Waterways after being kept elsewhere, you may purchase the Licence at the prompt payment rate providing you supply evidence that the Boat was removed from our Waterways upon expiry of any previous licence. The Licence must be purchased before the Boat is returned to our Waterways.
6. If the Boat has been kept on our Waterways without a licence during the twelve months preceding your application, the prompt payment rate will not be granted, regardless of who owned the Boat. Furthermore, the late payment charge will apply if we have evidence that the Boat has been on our Waterway without a licence for more than one month.
7. These rules apply regardless of whether or not we have sent you a reminder to renew your licence. It is your responsibility to ensure that the Boat is correctly licensed at all times. We do not issue renewal reminders for licences of less than 12 months as these are mostly purchased by people who keep their boats on the Waterways for only part of the year.



## FEE DISCOUNTS

Description and conditions
<p><b>Disconnected Waterways</b></p> <p>25% discount if the Boat has a long term mooring, and will remain exclusively on one of the following Waterways: Bridgwater &amp; Taunton, Monmouth &amp; Brecon, stretches of the Montgomery Canal not connected to the main network, River Tees.</p>
<p><b>Portable Powered boats</b></p> <p>50% discount providing the Boat is:</p> <ul style="list-style-type: none"><li>(i) Portable;</li><li>(ii) Powered;</li><li>(iii) not more than 5m long; and</li><li>(iv) the engine is no larger than 4bhp on canals, or 10bhp on rivers.</li></ul>
<p><b>Electric Motor</b></p> <p>25% discount if the Boat has an electric motor as its sole means of propulsion.</p>
<p><b>Qualifying historic boats</b></p> <p>10% discount. Please see guidance notes and application form for this discount.</p>
<p><b>Unpowered Butty</b></p> <p>50% discount for a butty boat more than 50ft long that never travels separately from its motor boat. The motor boat must be licensed and licences for motor and butty must be concurrent with the same start and end date. To claim this discount, you must declare the name and index number of the motor boat.</p>

## CALCULATING TOTAL DISCOUNT

If more than one discount applies, the value of each one is calculated on the declining net balance. For example, if the full fee is £300 and the boat is eligible for the prompt payment and historic boat discounts, the net payable would be  $£300 - 10\% = £270 - 10\% = £243$ .

Supporting evidence must be enclosed with the application for all except the prompt payment rate.

## APPLYING FOR A LICENCE

**New applications:** Application forms for all licence types are available as follows:

- [www.canalrivertrust.org.uk/licencedownloads](http://www.canalrivertrust.org.uk/licencedownloads) (Note: This link cannot be used to access applications for business licences. A business proposal has to be submitted to the Trust for a business licence. For more information see (<https://canalrivertrust.org.uk/boating/boating-businesses/application-process-and-fees>))

- the Canal & River Trust's Customer Service Centre

A maximum of two individuals' names will be recorded as registered owner or lawful keeper of the Boat for any single boat. Where there is more than one owner or lawful keeper the obligations and liabilities under the Conditions shall be joint and several. Only one address may be registered.

### **Renewing your Licence**

If you hold a 12 month licence, normally we will write to you shortly before the expiry date with a renewal application form. We can process your renewal more quickly if you use this, and not a new application form. We do not issue renewal reminders for licences of less than 12 months as these are mostly purchased by people who keep their boat on the Waterways for only part of the year. You are responsible for ensuring that the Boat is licensed while it is on the Waterway.

12 month licences for England & Wales can be renewed online or by telephone to our Customer Service Centre on 0303 040 4040 providing you can pay by debit or credit card and you have already sent us your current, valid evidence of compliance with Boat Safety Scheme Standards.

### **Application and renewal requirements**

Please allow 15 working days for the processing of a licence application. Delays will occur and you may lose the prompt payment rate if you do not include:

- correctly completed application form or renewal form marked up with updated information as applicable (including current insurance policy details – note that we no longer require a copy of the certificate (see Schedule 1 for further details).
- evidence of boat safety scheme compliance (see Schedule 1 for further details).
- home mooring location (see Schedule 1 for further details ).
- the correct payment
- evidence as specified supporting any discount application

### **Payment methods**

We accept payment by the following:

- Cheque crossed and payable to the Canal & River Trust
- Most major Credit cards (except AMEX) for which a charge of £7.50 will be made
- Debit card or Switch (no charge applies)
- Cash only if you are applying in person.
- If the total fee due is more than £100, we also offer a Direct Debit facility for 12 month licences.

### **Paying by Direct Debit**

You may make a single payment, or spread the cost over five or nine instalments. For nine instalments, the first payment will be 20% of the total due and the remainder is spread equally over the next 8 months. For five instalments, the total due is divided equally.

We may research your credit rating before allowing this option.

The Licence is personal to you and, in making your application you are committing to pay the total cost of the Licence even if you choose to pay by direct debit instalments.

Once you have set up a direct debit instruction, we will automatically collect payment in respect of the licence renewal providing that we hold valid boat safety certification for you, unless you tell us not to at least 15 working days before the licence expiry date. We will notify you in advance of the payment dates

and amounts. We can collect direct debits on the 1st, 8th, 16th and 24th day of each month - you can show your preferred date on the application form. If you do not specify a preferred date for collection, we will collect payments on the date that best fits your request.

You are responsible for maintaining valid third party insurance cover for the Boat and our automatic renewal of the licence is made on this understanding. See Schedule 1.

You must notify us if you change any of your bank or building society details after setting up a direct debit.

We need 15 working days' notice if you do NOT want us to collect a payment that you previously authorised. You must also notify your bank or building society.

We can collect payment from only one bank account per customer. If you have any other direct debit arrangements with the Canal & River Trust, please ensure that they all relate to the same bank account.

There is no instalment option if you purchase the Licence via the internet.

### **Missed payments and cancellation of direct debit:**

If we are unable to collect a payment because of insufficient funds in your account, a further attempt will be made to collect it after 10 working days. If it is not possible to collect the money on this second attempt we will automatically cancel your direct debit and all outstanding amounts become due immediately. Similarly, if you cancel your direct debit instruction, the outstanding portion of the full Licence fee becomes due immediately.

If we do not receive the outstanding amounts due, the Licence may be terminated. In this case you must remove the Boat from our Waterways. If you fail to remove the Boat from our Waterways, we can do so at your expense and take action to recover any debt.

Owing to the cost of dealing with direct debit defaults, we reserve the right to charge a handling fee of £30. You may also incur legal costs if we have to instruct solicitors to recover the debt. If you default on your direct debit payments, we may refuse to grant you a direct debit facility in the future.

### **Boat Dimensions**

There is a guide to all Waterways dimensions on <http://canalrivertrust.org.uk/boating/a-boat-of-your-own/choosing-a-boat-to-buy> or contact our Customer Service Centre. Use this to check that the Boat is not too big for the Waterways you want to navigate.

When measuring the Boat to determine the Licence fee, you should include fixed fenders and any other items that add to its length.

### **Boat Index Number**

If you are having a boat built and wish to sign-write your index number on it in advance of it needing a licence, you may apply for an index number only. The cost of this service is £20 including VAT and this cost is non-refundable.

Replacement index plates may be issued if you write to us explaining why you need them. The index number plates must remain on the Boat at all times. They should not be removed when you sell the Boat. The replacement fee is £20 for either metal or plastic plates.

### **If you lose the licence**

You should apply for a replacement licence disc. The cost for this is £20 including VAT.

### **Change of details**

In accordance with Condition 7.12, the Licence is personal to you and cannot be transferred.

The Licence is specific to the Boat and to you so it is important that you notify us if anything changes.

We can take change of home address information by telephone, but if you change the name of the Boat, if your Home Mooring changes, or if you sell or give the Boat to someone else you must let us know in writing. You should include details of any changed names, addresses or telephone numbers.

We will record any change to the name of the Boat, so that the next licence issued carries the new name. We will not issue new licence discs before the current licence expires unless you specifically request this (a £20 charge applies for the replacement).

If you do not let us know the new owner's or broker's details, the Boat will remain registered in your name and you will be responsible for its future licensing.

### **Selling the boat or removing it from the waterways: refund terms**

Six and twelve month standard pleasure boat licences only are refundable.

Refunds are made on a pro rata basis for whole months only, less a £30 administration charge. We calculate the number of unexpired months from the day we receive your written refund request and your two licence discs. If you are paying by instalments, we will deduct the difference between the full licence cost and the total amount you have already paid from the refund payment.

For example, a boater with a 12 month licence costing £600 contracted to pay in nine instalments by direct debit. He sells his boat in the fourth month after paying just two instalments (one of £120 and the other of £60). So the amount outstanding is £420. He applies for a refund and is entitled to 8 months of refund of  $(£600/12) \times 8 = £400$ , so a sum of £20 (plus £30 administration charge) is still owed to the Trust.

## **SCHEDULE 5: NAVIGATION RULES**

The Waterways that you use can be dangerous places. The safety of our users and people is very important to us and we do our best to make the Waterways as safe as possible. Due to their historic character, it is impossible for us to adapt them to make them completely safe without ruining what we seek to conserve. As a result, there are inherent risks for those that use them. For the safety of those who use the Waterways and those who work or live on or near them it is essential that you and your crew are aware of the possible dangers and act in a way that minimises the risk of harm to people and property.

As the licence holder, you are responsible for ensuring that the Boat, when in use, is always in the care of a responsible skipper. No one should take over responsibility for handling the Boat without knowing what's involved. There are many good boat handling courses available and we recommend these to all boat crews.

We publish 'The Boaters' Handbook' and an accompanying DVD/video. It is downloadable from our website at <http://canalrivertrust.org.uk/boating/navigating-the-waterways/boat-handling>. As a licence holder, you are entitled to a free printed copy which you should keep on board the Boat and encourage all crew members to follow it. Please ask for a copy of the Boaters' Handbook if it was not included in your first licence pack. The Boaters' Handbook contains information common to inland waterways generally. More detailed local information is available, particularly for larger river navigations. Local boaters guides can also be downloaded from the boating section of our website.

Navigation signs that you will see as you cruise the Waterways are generally self-explanatory. The Association of Inland Navigation Authorities publishes a full set of the symbols and their meaning at: <http://www.aina.org.uk/docs/Navigationssignsandsymbols.pdf>

1. The Boat Licence does not give you any priority of passage on the Waterway. You must follow the directions of our local people who may decide which boats have priority.
2. You are responsible for assessing whether it is safe to use the Waterway in flood or strong stream conditions. Our Waterway offices may be able to assist. The most recent flood warnings can be obtained from the Environment Agency, either on the internet at <http://www.environment-agency.gov.uk/> or by telephone on 0845 988 1188 (minicom 0845 602 6340).
3. You must share locks up to their capacity. There is no right to the exclusive use of a lock.
4. Whilst the Boat is on the Waterway, you must behave considerately towards others (boaters and non-boaters alike) and in particular you must not:
  - (a) do anything which will cause damage or nuisance to any other person or their property;
  - (b) use any electricity generator, including the Boat's engine, at any mooring along the Waterway between 8pm and 8am, unless you are moored in isolation, out of earshot of other people. We do not intend this Rule to stop you moving the Boat from the mooring;
  - (c) run the Boat's engine in gear when it is moored as this can damage the Waterway walls and cause a nuisance to other people;
  - (d) discharge anything into the Waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers, washing machines and dishwashers. We request that only phosphate-free detergents are used on board the Boat, particularly in washing machines and dish washers;
  - (e) obstruct the towpath or use our land for storing items from your Boat;
  - (f) take a vehicle on to our towpaths or land or park on them unless we have already given our permission;
  - (g) Exceed the speed limit. Creating waves causes expensive damage to the Waterways. Regardless of speed, if the Boat is making waves or the wash is hitting the bank, you should slow down. The speed limit is four miles per hour on almost all Waterways. There are variations, particularly for rivers, which are locally signed;
5. There is no general restriction on the use of locks by Portable and Unpowered Boats. However, in the interest of safety and to conserve water, specific local restrictions may apply. We encourage users to carry these boats around locks if possible. If it is not possible, we recommend using ropes to pass the Boat through the lock. It is preferable that there is nobody on board the Boat while it is in the lock. Local Canal & River Trust instructions must always be followed.
6. Unpowered Boats may not navigate certain tunnels. Check the list at [www.canalrivertrust.org.uk/tunnels-unpowered-boats](http://www.canalrivertrust.org.uk/tunnels-unpowered-boats) or contact our Customer Service Centre. Where you are permitted to navigate, we encourage the following precautions:
  - (a) navigate in groups of between three and six boats, at least one of which must be navigated by an experienced person.
  - (b) everyone should be able to swim, should wear a life jacket, and have a waterproof torch and whistle attached to them.
  - (c) the boats must have adequate buoyancy.
  - (d) you must display a securely fixed, bright white light showing forward.
7. You must not crane the Boat into or out of any of our Waterways without our written permission, other than at a boatyard with appropriate facilities. This is to ensure compliance with the relevant lifting regulations and to ensure the safety of other Waterway users.

