

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

### Introduction

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. If You breach any of these Conditions the Trust can terminate Your Licence, which may result in the removal of Your boat from Our Waterways.

Charges for boat licences are an important contribution to the cost of maintaining and improving the waterway network. Our powers to charge for and manage the use of the Waterways come from a series of Acts of Parliament. All boats must have the right type of licence for the planned use of the boat. We use Our statutory powers to remove boats from the waterways that are not correctly licenced.

### Types of Licences

The following types of licence can be applied for. These Conditions (including any Schedules) below apply to these options:

- A Pleasure Boat Licence (“standard boat licence”) for either 3, 6 or 12 months is required to navigate on Our Canals & Rivers. You will need a home mooring for Your boat for this licence type.
- A Rivers Only Licence is valid for ‘River Waterways’. These are defined in Schedule 1 of the British Waterways Act 1971, as amended. A Rivers Only Licence constitutes a “pleasure boat certificate” for the purposes of the Act.
- A Continuous Cruising licence does not need Your boat to have a home mooring. This licence is either for 6 or 12 months and You’ll have to follow Our ‘[Guidance](#) for Boaters Without a Home Mooring’.
- A Gold Licence, allows You to travel on Our Waterways and Environment Agency (EA) navigations in England & Wales.
- Short Term licences for periods of 1 month or less are for boats visiting Our Waterways for short periods. They are not available to Continuous Cruisers, boats floating in marinas or on moorings connected to Trust Waterways. Further details about short term licences, can be found at <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/buy-your-boat-licence/short-term-visitor-licences>
- Houseboat Certificates are only issued for boats where the Houseboat Certificate and the mooring agreement run at the same time and have the same expiry date. Houseboat means a boat not mainly used for navigation and which has planning permission for the site where it is moored, if needed.

Please see <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/buy-your-boat-licence> for guidance on the type of Licence You may require for Your Boat, along with other useful information. Schedule 4 provides a list of the Waterways permitted by each type of licence.

We shall process Your personal information in a variety of ways under the Application and Licence as set out in Our privacy policy notice (including the privacy schedules to the notice) and in accordance with the Data Protection Act 2018. Further details can be found at <https://canalrivertrust.org.uk/cookie-and-privacy-policy>

## 1. Definitions and application

- 1.1. 'Air Draught' means the distance from the surface of the water to the highest point on the Boat.
- 1.2. 'Application' means Your boat licence application form, completed online, by phone or handwritten, for the Licence.
- 1.3. 'Boat' means the vessel 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.
- 1.4. 'Boat Beam' means the width overall of the boat. This includes permanently fixed fenders as reasonably needed to be used when the Boat is moored or moving. It also includes any bowsprits, boarding ladders, davits including their loads, out drives, rudders, anchors, pulpits, push pits and any other extensions of the Boat.
- 1.5. 'Boat's Dimensions' means the measurements of Your Boat, including Air Draught, Boat Beam, Boat Length and Boat Draught.
- 1.6. 'Boat Draught' means the distance from the surface of the water to the deepest part of the Boat.
- 1.7. 'Boat Length' means the length overall of the Boat. This includes permanently fixed fenders as reasonably needed to be used when the Boat is moored or moving. It also includes any bowsprits, boarding ladders, davits including their loads, out drives, rudders, anchors, pulpits, push pits and any other extensions of the Boat.
- 1.8. 'Conditions' means these general terms and conditions, including the schedules.
- 1.9. 'Continuous Cruiser' means a boater who has a Licence for a Boat without a Home Mooring (see condition 5.4).
- 1.10. 'Cruise' or 'Cruising' means, where a Boat is used without a Home Mooring, using a Boat bona fide for navigation in accordance with the British Waterways Act 1995. The Trust's Guidance for Boaters without a Home Mooring is contained in Schedule 1 and explains the Trust's understanding of what is required to comply with the British Waterways Act 1995.
- 1.11. 'Home Mooring' is a mooring or other place that will be available for the Boat throughout the period of the Licence. We must be satisfied that the Boat can be reasonably and lawfully kept there when not being used for cruising.
- 1.12. 'Licence' means the boat licence issued to You by the Trust, after Your Application. These Conditions apply to the Licence.
- 1.13. 'Licence Holder' means the successful applicant for a Licence.

- 1.14. 'Licence Fee' means the amount paid by You to the Trust for the Licence. Licence fees may be changed from time to time, and such fees are published on [www.canalrivertrust.org.uk/licensing](http://www.canalrivertrust.org.uk/licensing)
- 1.15. '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.
- 1.16. 'Powered' means that a 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 boat is defined as Powered.
- 1.17. 'Tender' means one small boat (not more than 3 metres long) that is carried on, or towed by, the 'Boat'. A Tender can only be used to go to and from the Boat whilst in sight of the Boat.
- 1.18. 'You', 'Your', or 'Yours' (including lower case equivalent) means the Licence Holder(s) who completes the Application or renewal form. Where a Licence is issued to more than one person for the Boat the obligations and liabilities under these Conditions will apply to such persons on the basis that their liability is joint and several.
- 1.19. '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).
- 1.20. '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. Declaration**

- 2.1.** When completing Your Application, You must provide true and accurate information, to the best of Your knowledge and belief. This includes information about:
- 2.1.1.** the Boat's insurance (see Condition 7);
  - 2.1.2.** the Boat's Boat Safety status;
  - 2.1.3.** the Boat's owners and keepers (see Condition 4.5 and 4.6);
  - 2.1.4.** the Boat's Dimensions;
  - 2.1.5.** the Boat's propulsion system;
  - 2.1.6.** the Boat's Home Mooring;
  - 2.1.7.** whether the Boat is 'Portable';
  - 2.1.8.** whether the Boat has a special status e.g. Butty, Historic, etc; and
  - 2.1.9.** Your personal details.

- 2.2. If we believe you made a deliberate false declaration in Your Application, we may ask you to provide correct information. A false declaration may be made by omission. We may ask you for outstanding documentation. We will tell you how long you have to provide it.
- 2.3. If Your false declaration resulted in You having an incorrect licence, You will need to pay for the correct licence. If the correct licence is more expensive, You will pay the difference for time on the Waterway with the incorrect licence.

### **3. Use of the Boat**

- 3.1. The Licence allows You to use the Boat in any Waterway in accordance with these Conditions. These apply to the Standard Licence, River Only Licence, Continuous Cruising Licence, Houseboat Certificate, Gold Licence and Short-Term Licence.
- 3.2. The Licence does not give a right to moor that is enough to meet the requirement in the British Waterways Act 1995 for the Boat to have a Home Mooring. You should be aware that:
  - 3.2.1. There are no public law provisions concerning moorings along the Trust's canals. This is entirely managed by the Trust as property owner.
  - 3.2.2. 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 landowner, the Trust may impose further conditions over and above those within the Conditions.
  - 3.2.3. 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.
  - 3.2.4. The Trust provides visitor moorings at popular destinations or access points. Time limits on these moorings will generally be less than 14 days, and may be as little as a few hours in particularly popular locations. Where notices indicate a shorter period, boaters must comply with these local restrictions.
  - 3.2.5. 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. If You need to remain in an area, You should make arrangements with a local mooring provider.
  - 3.2.6. The use of moorings may be subject to additional terms and additional charges. It is Your responsibility to check and comply with local mooring site terms and signage.
  - 3.2.7. A daily 'extended stay charge' may be payable if You stay for too long. In some cases We may use 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 because other boats cannot use that mooring. If We do need to move the Boat, You agree to repay Our costs of this.
- 3.3. 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. We may verify any information You provide to Us about Your Home Mooring status/declaration with the Home Mooring provider. We will treat You as a Continuous Cruiser if You do not declare a Home Mooring for the Boat or if You decide to

no longer have a Home Mooring.

- 3.4.** If You own property that adjoins a Waterway, having a Licence does not necessarily grant permission for You to use the water-space next to Your land as a Home Mooring. You will usually need Our permission to do this and in most cases You will be required to pay for the use of this water-space.

Go to <http://canalrivertrust.org.uk/boating/mooring/finding-at-home-mooring> for more information and an application form.

- 3.5.** The Licence allows passage through the Anderton Boat Lift, Standedge Tunnel and the Ribble Link, subject to local booking conditions which may include the payment of a fee. Charges may apply for the use of other structures which require Our people to operate them. Details are advertised locally.
- 3.6.** 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 relevant lifting regulations are met and to ensure the safety of other Waterway users.
- 3.7.** Unpowered boats may not navigate certain tunnels. Check the list at [www.canalrivertrust.org.uk/tunnels](http://www.canalrivertrust.org.uk/tunnels) or contact Our Customer Service Team on 03030 404040. Where You are permitted to navigate, We encourage the following precautions:
- 3.7.1. where possible, navigate in groups of between three and six boats, at least one of which must be navigated by an experienced person;
- 3.7.2. everyone on the Boat should be able to swim;
- 3.7.3. everyone on the Boat should wear a life jacket, with a waterproof torch and whistle attached to it;
- 3.7.4. the Boat must have adequate buoyancy; and
- 3.7.5. You must display a securely fixed, bright white light showing forward.

#### **4. The Licence Holder, owner and controller**

- 4.1. Except for Gold Licences, the Licence is personal to You in respect of the Boat. You cannot transfer the Licence to anyone in any circumstances or to another boat You may have. The Licence cannot be sold or given to anyone or be inherited by anyone.
- 4.2. 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. This would require the Boat to have a business boat licence. You must ensure that anyone using the Boat is aware of and agrees to comply with these Conditions, and is covered by an appropriate insurance policy.
- 4.3. If You own a share of the Boat, all of the following requirements must be met:
- 4.3.1. none of the share owners has any interest in the Boat other than for personal, pleasure use. This includes receipt or payment of a maintenance or housekeeping fee to or from any other

owner or receipt of a benefit for Yourself or another in exchange for use of the Boat;

4.3.2. the Licence Holder, in consultation only with share owners, is responsible for all decisions relating to the control and administration of the Boat throughout the year. This includes determining where the Boat is berthed and who uses it when;

4.3.3. the Boat's livery does not display an association with any company engaged in a boat share business.

4.4. If any part of Condition 4.3 is not met, You must obtain a business boat licence.

4.5. You must let us know when You sell or transfer ownership of the Boat or change the licence holder or keeper of the Boat. This must be done by completing the 'Change of Details' Form. This can be done on the online portal. The form can also be printed from our website and posted when complete. Please contact Customer Services if You need more help. The completed 'Change of Details' form must be returned to us within 21 days.

4.6. As the Licence Holder, if You do not do as Condition 4.5 requires, the Boat will remain licensed in Your name. You will continue to be responsible for it. This could include future Licence fees and any other costs and charges relating to the Boat.

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

5.1. You must travel on a journey when You are away from Your Home Mooring. Your journey should be a genuine journey. It should start and end at Your Home Mooring. It does not have to be over a certain duration, distance or range, or follow a single direction. It cannot contain short, repeated movement in a small part of the Waterway for an extended period, unless You return to the Home Mooring between repeated trips. Each time You leave Your Home Mooring You start a new journey.

5.2. Whilst travelling Our Waterways when away from Your Home Mooring, You may only moor for periods of up to 14 days, or less where a local restriction applies.

5.3. You must tell Us in writing if Your Home Mooring changes or if You decide to no longer have a Home Mooring.

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

5.4 You must Cruise on Our Waterways in accordance with the British Waterways Act 1995. The Trust's Guidance for Boaters without a Home Mooring is contained in Schedule 1 and sets out the Trust's understanding of what is required to comply with the British Waterways Act 1995.

## **6. Boat Safety**

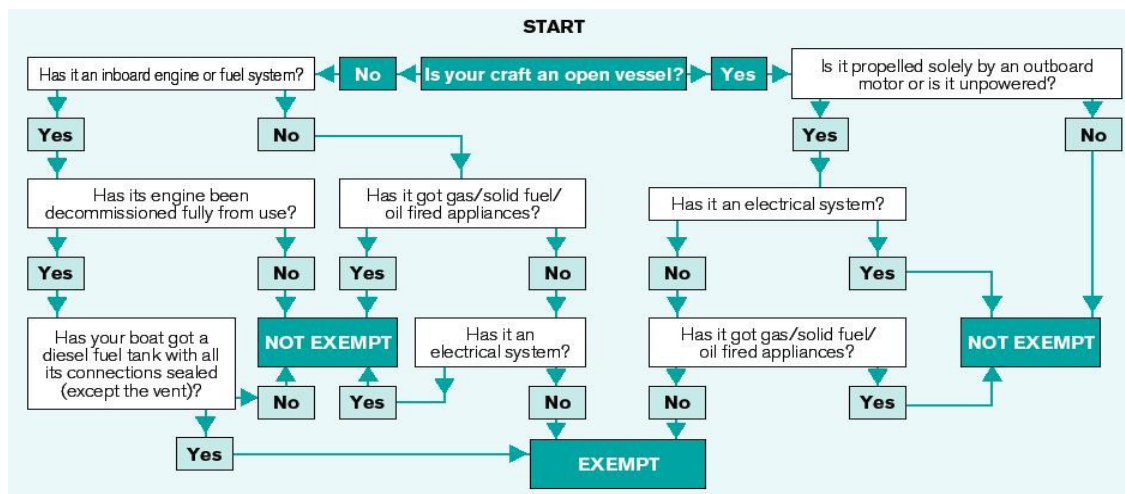
6.1. The Boat must always comply with Boat Safety Scheme requirements.

6.2. When You apply for a Licence You must provide a current Boat Safety Certificate number, or declaration of exemption, for Your Boat. We may ask You to provide proof of Your exemption.

Alternatively, You must provide Declaration of Conformity with the EU Recreational Craft Directive (RCD) or that demonstrate the Boat is UK Conformity Assessed (UKCA). An RCD Declaration must show the Boat's specifications and be under 4 years old. For sailaways the RCD must be under 1 year old. From 1st January 2022, the EU RCD will no longer be recognised, and the Boat must be UKCA.

- 6.3. We may ask for further proof of Boat Safety Scheme exemption or compliance during Your licence period. Some examples of proof are current photos or videos or an inspection by an agreed examiner. Photos and videos must identify the Boat and show compliance or exemption. Any inspection must be satisfactory and documented by the examiner. All proof must be provided in an agreed, reasonable time. There may be other acceptable proof not listed here.
- 6.4. You must tell Us if Your Boat Safety Certificate or Exemption status changes. Please update Your details via the online portal or Our customer service team.
- 6.5. To protect the safety of everyone on the waterway, We may arrange to check Your Boat's fuel, gas, and electrical installations when We believe they are unsafe.
- 6.6. 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 have a Boat Safety Certificate. Use the chart below to determine whether Your Boat is exempt from this evidence requirement.

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



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

**7. Insurance**

- 7.1. There must always be Boat insurance in place when You are on Our Waterways. It must be valid for the whole licence period. The insurance must cover anyone allowed to use the Boat. The insurance policy must cover the use of the Boat.
- 7.2. The insurance policy must cover any liability resulting in damage to any property or the death or injury of any person. It must provide third-party liability cover of at least £2million. It must be

provided by a company authorised and regulated by the UK Financial Conduct Authority.

- 7.3. When You apply for a Licence You must provide the name of Your insurance company, the policy number and expiry date. We may ask for a copy of the certificate or policy schedule.
- 7.4. After the Boat is Licensed, We may request a copy of the insurance policy or schedule. We may check with Your insurer that the policy is valid. We may also give information We hold about Your Boat to Your insurance company.
- 7.5. You will provide updated details if Your insurance policy runs out during the Licence period. Any new insurance policy must meet the same requirements as set out in Condition 7.1 and 7.2.

## 8. Payment

- 8.1. You shall pay the Licence Fee to the Trust as set out in these Conditions, and Schedule 2. Further useful guidance on the Licence Fee can be found in Schedule 2 and 3, also at [www.canalrivertrust.org.uk/licensing](http://www.canalrivertrust.org.uk/licensing)
- 8.2. The price of the Licence Fee is published and revised each year from 1st April and You agree to pay the amount due (including, if appropriate, any late payment charges). Schedule 2 sets out further details on the Licence Fees and Schedule 2 sets out further details on the payment terms.
- 8.3. The prompt payment rate applies for qualifying applications. The qualifying criteria are set out in Schedule 2.
- 8.4. A late payment charge of £150 applies for any boat which is on the Waterway unlicensed for more than one calendar month without a valid licence. If the Boat was not on the Waterway for the unlicensed period, You must provide satisfactory evidence of this. The late payment charge will be payable in addition to the Licence Fee, which will be backdated to either the correct date that the Licence was needed or the end of the previous licence. The late payment charge is a fair reflection of the additional cost incurred by the Trust in collecting overdue licence fees.
- 8.5. If the Boat remains unlicensed on the Waterway for any period, including when the licence has expired or been terminated, We may charge You the pro rata equivalent of the Licence Fee for that period. 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.
- 8.6. We may recover from You any reasonable costs, charges and/or expenses We may incur as a result of Your failure to comply with the Conditions. Examples of what We may recover from You include but are not limited to:
  - 8.6.1. legal costs;
  - 8.6.2. daily charges for staying longer than the maximum time allowed at any particular location;
  - 8.6.3. other administrative charges. These are costs for Our and any of Our Contractors' time spent enforcing the Conditions, including costs for moving the Boat on the Waterway or removing the Boat from the Waterway;



**8.6.4.** all costs resulting from any third-party claims made against Us as a result of Your breach of the Conditions.

## **9. Suitability of the Boat for the Waterway**

- 9.1.** The Boat should be fit for navigation on the Waterway where it is intended to be used.
- 9.2.** You should take reasonable steps to ensure that Your Boat's Dimensions are suitable for the Waterway you will use.
- 9.3.** You must make sure that Your Boat will pass through, under or over any structures You will use.
- 9.4.** You must not cause, or be likely to cause, damage to the Waterway, structures, or any boat because of Your Boat's Dimensions.
- 9.5.** Your Boat's Dimensions will not, or be likely to, obstruct the Waterway or hinder navigation.
- 9.6.** Conditions 9.2-9.5 apply to the total dimension of two or more boats that are breasted-up, towing or otherwise connected.

## **10. Your other obligations**

- 10.1.** Each boat registered for use on Our Waterways is given a unique index number that is linked to the Licence. 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 from the towpath or on the Waterway.
- 10.2.** The index number must remain on the Boat at all times. Index numbers should not be removed when You sell the Boat.
- 10.3.** If You cover the Boat 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.
- 10.4.** If, at any time, the Boat name, index number or Licence are not visible as per condition 10.1 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 another way.
- 10.5.** Any Tender must be marked with 'Tender to (name and index number of the Boat)'.
- 10.6.** If You need a replacement index number, licence, or plastic Licence Holder, You should visit <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/boating-services/the-shop> or contact Our customer services team.
- 10.7.** You must comply with relevant legislation, byelaws, and the navigation rules identified in condition 11. You must follow Our lawful directions (spoken or written, including signs). This includes signs that prohibit mooring or limit the mooring time at specific locations. Most navigation signs that You will see as You travel are self-explanatory. The Association of Inland Navigation Authorities publish a full set of the symbols and their meaning at:

<https://aina.org.uk/wp-content/uploads/2018/04/Navigation-signs-and-symbols.pdf>

**10.8.** You must ensure that when the Boat is travelling on the Waterways there is always a competent person in charge of the Boat. No one should take over responsibility for handling the Boat without knowing what is involved.

**10.9.** Whilst the Boat is on the Waterway You must not do (or carelessly fail to do) or permit anything which will cause injury, damage or nuisance to Us or any person or their property. You accept responsibility for any such action caused or permitted by You or other occupants or users of the Boat. You will not be held responsible for events that are outside Your control if You have taken all reasonable steps to prevent such injury, damage or nuisance. You must:

**10.9.1.** behave considerately towards others (boaters and other Waterway and towpath Users);

**10.9.2.** not 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 Condition to stop You moving the Boat from the mooring;

**10.9.3.** not run the Boat's engine in gear when it is moored. This can damage the Waterway walls and cause a nuisance;

**10.9.4.** not discharge anything into the Waterway from the Boat except unpolluted surface water that drains naturally or water from sinks, showers, washing machines and dishwashers. We request that only phosphate-free detergents are used on board the Boat, particularly in washing machines and dishwashers;

**10.9.5.** not exceed the speed limit. The speed limit is 4 miles per hour on almost all Waterways. There are variations, particularly for rivers, which are locally signed;

**10.9.6.** not create waves or excessive wash. If the Boat's wash is hitting the bank, You should slow down, regardless of the speed limit.

**10.10.** If towing a boat (for example, an unpowered butty or another boat that has broken down) You must ensure:

**10.10.1.** that there is appropriate insurance cover;

**10.10.2.** that the boat You are towing is licensed; and

**10.10.3.** that You do not tow the boat for reward, payment, or a promise of payment.

**10.11.** You agree that:

**10.11.1.** We can board the Boat, and/or enter any land You own or occupy which is adjacent to the Boat, to deliver or attach to the Boat correspondence, statutory notices or court papers. If, at any time, the Boat name, index number or Licence are not visible as per Condition 10.1 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 another way; and

**10.11.2.** We can come on board the Boat to inspect it where We need to check You meet these Conditions. We will give You reasonable notice if We consider it is practical to do so; and

**10.11.3.** 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 to do so.

**10.12.** You agree that We may provide Your relevant personal details including Your contact details such as Your name and address to anyone (or their insurer) who We believe has a legitimate interest to have the details. For example, following an incident or alleged incident involving the Boat where personal injury or damage to property may have occurred.

**10.13.** You agree that where We believe You have failed to comply with the Conditions, We may exchange information relating to You and/or the Boat with third parties who are assisting Us. This may include contractors, mooring providers and individuals or organisations with a legitimate interest or duty in exchanging information about You.

10.14. In addition to Condition 10.13 and 10.14 above, We will use Your personal information as set out in Our Privacy Policy here: <https://canalrivertrust.org.uk/cookie-and-privacy-policy>

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

10.16. You will not behave in a way that causes Our employees or representatives to fear violence or feel harassed or distressed. This includes verbal abuse or threats. It includes harassment, aggressive behaviour, or physical assault. If others on your Boat behave this way, we may take action against Your Licence.

## **11. Navigation Rules**

11.1. The Waterways can be dangerous places. The safety of all of Our users and people is very important to Us. We do Our best to make the Waterways as safe as possible. Due to their historic character and heritage, it is impossible for Us to adapt them to make them completely safe without losing the character and heritage We try to conserve. As a result, there are 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 are familiar with the following:

11.1.1. You and Your crew must make Yourselves aware of the possible dangers on the Waterways You are travelling on. You must act in a way that minimises risk of harm to people and property. There are many good boat handling courses available and We recommend these to all boat crews;

11.1.2. We publish 'The Boaters' Handbook' and accompanying information, which is available from Our Website at <http://canalrivertrust.org.uk/boating/navigating-the-waterways/boat-handling>. You should keep a copy on board the Boat and encourage all crew members to follow it; and

11.1.3. The Boaters' Handbook contains information common to inland waterways generally. More detailed local information can be found in Our local boaters' guides which are available on Our Website.

- 11.2. The Boat Licence does not give You any priority of passage on the Waterway. You must follow the directions of Our employees and volunteers who may decide which boats have priority.
- 11.3. You are responsible for assessing if it is safe to use the Waterway in flood or strong stream conditions. Our regional enquiries teams may be able to assist. The most recent flood warnings can be obtained from the Environment Agency, either on the internet at <http://www.environmentagency.gov.uk/> or by telephone on 0845 988 1188 (minicom 0845 602 6340).
- 11.4. You must share locks up to their capacity. There is no right to lone use of a lock.
- 11.5. 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, local restrictions may apply. We encourage users to carry portable and unpowered boats around locks if possible. If it is not possible, We recommend using ropes to pass the Boat through the lock. It is safest if nobody is on board the Boat while it is in the lock. Our local instructions must always be followed.
- 11.6. You must not obstruct the towpath or use Our land for storing items from Your Boat.
- 11.7. You must not use or park any vehicle on Our towpaths or land unless We have already given Our permission.

## 12. Termination

- 12.1. 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. Subject to Condition 12.3, We will tell You what You need to do and how long You have to put things right. We will give You at least 28 days.
- 12.2. If You do not put things right in the time We have given You, We will terminate the Licence. You will have to remove the Boat from Our Waterways within 28 days. We will return the cost of the unused part of the Licence (see Refund Terms) from the date the Boat is removed from the Waterway.
- 12.3. If You repeatedly breach these Conditions, fail to pay for the Licence or We reasonably believe that there is serious risk to people's health and safety, or of damage to any property or pollution, We may do one of the following:
  - 12.3.1. immediately suspend Your Licence. We will investigate to decide whether the breach can be put right. Whilst Your Licence is suspended You may not use the Boat to navigate on Our Waterways. The Boat must remain moored where We tell You whilst We investigate. We will tell You when and if the Boat can leave this mooring location. You may move the Boat before We complete Our investigation if You remove it from Our Waterways; or
  - 12.3.2. terminate Your Licence immediately. This can happen if We decide the breach cannot be put right. We will also terminate the Licence when the number of repeated breaches is unreasonable and/or likely to risk the health and safety of others. We will not refund any suspension period or remaining licence period if the Licence is terminated under this Condition 12.3.

- 12.4. If We suspend Your Licence under Condition 12.3.1, at the end of Our investigation We may terminate Your Licence immediately or will tell You what to do, and how long You have, to put things right. If You do not put things right in the time We give You, Your Licence will be terminated under Condition 12.2.
- 12.5. If Your Licence is terminated under this Condition 12, You will remove the Boat from Our Waterways. If You do not, We will remove it and may look to recover any costs from You. You will not apply for a new Licence during what would have been the licence period. If You apply for a new Licence during this period, We will not grant it.

### **13. Navigation Stoppages and Closures**

- 13.1. The Licence fee allows the correctly licensed Boat to be on Trust Waterways. The Licence is not a guarantee of access or availability of the Waterway.
- 13.2. We will do our best to keep the Waterways open for navigation. We might need to put Closures in place because of unforeseen events or essential maintenance and repair work. Except in emergencies or when it is unavoidable, we will try to plan maintenance work to cause You the least disruption. When we can, we will advertise closures and how long we think they will be in place for. This will allow You to plan Your cruising around closures. There may be times beyond our reasonable control when closures over-run. We will advertise delays as quickly as possible. There may be other times beyond our reasonable control, when we must close part or, exceptionally, all of the Waterway.
- 13.3. If We must close the Waterway as described in Condition 13.2, We will not refund any of Your licence fee, where the Boat remains on the Waterway.
- 13.4. We are not liable for any damages or loss caused by closure of the Waterway unless We are negligent and cause personal injury or death.

### **14. Refunds**

- 14.1. We will only refund Licence fees for 6 and 12 month leisure Boat Licences where the Boat has been removed from the Waterway or sold to a new owner.
- 14.2. We will not send Your refund until the Boat has been removed from Our Waterways or We have received Your completed 'Change of Details' form.
- 14.3. To request a refund, You must email or write to Our Boat Licensing team. You may also call Our customer services team.
- 14.4. We will only refund any unused, whole months left of the Licence period, less a £30 administration charge. We count this from the day We receive Your refund request to the end of Your Licence. If You pay by instalments, We will not refund any instalments already paid.
- 14.5. Schedule 4 contains specific refund conditions that may apply to Your Licence.

## 15. General

- 15.1. These Conditions are between the Trust and You. No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions.
- 15.2. If any competent authority finds any part of these Conditions to be invalid or unenforceable in whole or in part, the rest of these Conditions and the remainder of the part in question will remain valid.
- 15.3. If We do not exercise any right under these Conditions it does not mean We waive that right unless expressly stated by Us in writing.
- 15.4. 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.
- 15.5. These Conditions are governed by English and Welsh law and You agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
- 15.6. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 15.7. Any part of these Conditions that is expressly or implicitly intended to start when the licence is terminated or expired or is intended to continue after termination or expiry will remain in full force and effect and will continue.

## SCHEDULE 1

### GUIDANCE FOR BOATERS WITHOUT A HOME MOORING

1. 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.
2. 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>.



## NOTES

### 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.**

1. 'Home Mooring' is "a place where the vessel can reasonably be kept and may lawfully be left".
2. 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 County Court at Bristol. 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.
3. 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."
4. 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.
5. 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.
6. 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).

7. 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 2

### LICENCE FEES

#### Calculating Licence Fees

1. Licence Fees are calculated using a combined calculation of length and beam. If Your Boat has a beam measurement of over 2.16m (7ft 1in) Your Licence Fee will be calculated using the current length of Your boat combined with the new width bands indicated below. The fees are published on [www.canalrivertrust.org.uk/licensing](http://www.canalrivertrust.org.uk/licensing). Printed copies are available from Our Customer Service Team on 0303 040 4040.
  - Band 1: 2.16m (7ft 1") and below
  - Band 2 over 2.16m (7ft 1") up to and including 3.24m (10ft 7.5")
  - Band 3 over 3.24m (10ft 7.5")

#### Prompt Payment Incentive

2. The Licence Fee varies with the length and beam 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 Team on 0303 040 4040.
3. The fee tables for long term licences in England & Wales show three prompt payment rates:
  - 3.1. the (lower rate) prompt payment discount rate applies as long as You pay in full in advance of the Licence start or renewal date by person in cash or by cheque;
  - 3.2. the (mid rate) prompt payment discount rate applies if You Pay in monthly instalments by Direct Debit; and
  - 3.3. the (upper rate) prompt payment discount rate applies if You pay in full, by Direct Debit, or by credit or debit card using customer self-serve (online Web licensing) except where You pay late (see below).
4. The qualifying criteria for the prompt payment discount rates are as follows:
  - 4.1. the payment and correctly completed Application and any attachments or enclosures must have been received by Us, Our licensing agent or completed via the online Web licensing portal 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;
  - 4.2. 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;
  - 4.3. We will also allow the prompt payment discount rate for brand new boats providing the application is received no later than two weeks after the issue date of the safety certification;

- 4.4. if the Boat is returning to Our Waterways after being kept elsewhere, You may purchase the Licence at the prompt payment discount 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;
- 4.5. if the Boat has been kept on Our Waterways without a licence during the twelve months preceding Your Application, the prompt payment discount 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 Waterways without a licence for more than one month;
- 4.6. 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

5. Subject to Condition 6 in this schedule, the following discounts may be applied to Your Licence Fee:

#### Description and conditions

Disconnected Waterways	25% discount if the Boat has a long term mooring, and will remain exclusively on one of the following Waterways: Bridgwater & Taunton; Monmouth & Brecon; stretches of the Montgomery Canal not connected to the main network; River Tees.
Portable Powered boats	50% discount providing the Boat is: <ul style="list-style-type: none"> <li>• Portable;</li> <li>• Powered;</li> <li>• not more than 5m long; and</li> <li>• the engine is no larger than 4bhp on canals, or 10bhp on rivers.</li> </ul>
Electric Motor	25% discount if the Boat has an electric motor as its sole means of propulsion.
Qualifying historic boats	10% discount. Please see guidance notes and application form for this discount.
Unpowered Butty	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.

6. The discount will be applied during the renewal. 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 discount rate and historic discount, the net payable would be  $£300 - 5\% = £285 - 10\% = £256.50$ .
7. Supporting evidence must be enclosed with the Application for all discounts above except the prompt payment rate.

### **Renewing Your Licence**

8. If You hold a 12 month Licence, normally We will contact You by email or post shortly before the expiry date of Your Licence 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.
9. 12 month licences for England & Wales can be renewed online or by telephone to Our Customer Service Team 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**

10. You are responsible for renewing Your Licence and ensuring Your Licence does not expire if You keep Your Boat on the Waterways. 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:
  - 10.1. complete the online application form;
  - 10.2. ensure that the information We hold about You is correct and provide details of any changes or updates to the information We hold (including current insurance policy details – note that We no longer require a copy of the certificate);
  - 10.3. evidence of Boat Safety Scheme compliance (see Condition 6 of main terms for further details);
  - 10.4. home mooring location (see Condition 5.3 of the main terms for further details);
  - 10.5. the correct payment;
  - 10.6. evidence as specified supporting any discount application.

### **Boat Index Number**

11. 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.

## **Change of details**

12. In accordance with Condition 4.1 of the main terms and Condition 4 of Schedule 3, the Licence is personal to You and cannot be transferred.
13. The Licence is specific to the Boat and to You, so it is important that You notify Us if anything changes. You can update information regarding change of home address, change of Boat name or mooring location by using Your online customer account or alternatively calling Our Customer Service Team on 0303 040404.
14. If You sell or give the Boat to someone else You must let Us know as soon as possible by completing the “Change of Details” Form or the Boat Transfer section on Your online customer account (see Condition 4.5 of the main terms for further details). You should include details of any changed names, addresses or telephone numbers.
15. 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).
16. 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.

## SCHEDULE 3

### PAYMENT TERMS

#### Payment methods

1. We accept payment by the following:
  - 1.1. most major Debit / Credit cards (except AMEX);
  - 1.2. if the total fee due is more than £100, We also offer a Direct Debit facility for 12 month licences;
  - 1.3. cheque crossed and payable to the Canal & River Trust

#### Paying by Direct Debit

2. You may make a single payment, or spread the cost over 5 or 9 instalments. For 9 instalments, the first payment will be 20% of the total due and the remainder is spread equally over the next 8 months. For 5 instalments, the total due is divided equally.
3. We may research Your credit rating before allowing the above option.
4. 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.
5. 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.
6. 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.
7. You must notify Us if You change any of Your bank or building society details after setting up a direct debit.
8. 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.
9. We can collect payment from only one bank account per customer. If You have any other direct debit arrangements with Us, please ensure that they all relate to the same bank account.

#### Missed payments and cancellation of direct debit.

10. 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.

11. 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.
12. 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.



## SCHEDULE 4

### ADDITIONAL CONDITIONS FOR SPECIFIC LICENCES

1. Conditions applicable to Rivers Only Licence
  - 1.1. The Rivers Only licence is valid for use on the following river waterways:
    - 1.1.1. Avon (Hanham Lock to Bath);
    - 1.1.2. Bow Back Rivers;
    - 1.1.3. Fosdyke & Witham (Torksey to Boston);
    - 1.1.4. Lee Navigation (Hertford to Limehouse);
    - 1.1.5. Limehouse Cut;
    - 1.1.6. Ouse and Ure (Goole to Ripon);
    - 1.1.7. Severn (Stourport to Gloucester);
    - 1.1.8. Soar Navigation (Trent Junction to Leicester);
    - 1.1.9. Stort Navigation;
    - 1.1.10. Tees (Tees Barrage to Low Worsal);
    - 1.1.11. Trent (Shardlow – Gainsborough, including the Nottingham & Beeston Canal);
    - 1.1.12. Weaver Navigation (Winsford Bridge to Manchester Ship Canal);
    - 1.1.13. River Weaver (Winsford Bridge to Shrew Bridge).
  - 1.2. 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.
  - 1.3. By statute, the price of a Rivers Only Licence shall be no more than 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.
2. Conditions applicable to Gold Licence
  - 2.1. The Gold Licence is valid for use on Our Waterways long with:
    - 2.1.1. River Thames;

- 2.1.2. River Medway;
- 2.1.3. River Nene;
- 2.1.4. River Great Ouse System;
- 2.1.5. River Ancholme;
- 2.1.6. River Glen above Surfleet Sluice;
- 2.1.7. River Welland above Spalding Lock River Stour.

Further details can be found at <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/buy-your-boat-licence/gold-licences> with the above list subject to change.

- 2.2 If You have a Gold Licence, You must comply with the relevant legislation, bye-laws and navigation rules that apply to the location where Your Boat is being used.
- 2.3 The terms and conditions published by the Environment Agency and Us for Our separate licensing and registration schemes apply to the Gold Licence unless otherwise indicated in the Gold Licence application (which includes the Gold Licence application form).
- 2.4 You may be eligible for a pro-rata refund for your Gold Licence if you have sold the boat and completed and submitted to Us a Change of Details form, taken the boat permanently off Our Waterways, or placed the boat onto trade brokerage. Refunds are for remaining full months and are subject to a £30 administration fee.
- 2.5 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.