

# LONG TERM MOORINGS TERMS AND CONDITIONS FOR ENGLAND AND WALES

## MOORING FEES

The fee payable is published in our national price list. Prices are quoted for 12 month permits. Short term periods are charged at the rate of one tenth of the annual fee for each month or part month.

A 10% prompt payment discount applies providing that payment is made in full with the correctly completed application and fee before the start date of the permit. Direct debit instalment options are the same as for the pleasure boat licence.

## BOOKING A MOORING

All our moorings are locally managed so you should contact the waterway office for details of availability and booking. You must have a valid pleasure craft licence.

## DEFINITIONS

'**Boat**' means the **Boat** or vessel named in this agreement or one that is substituted for it with **our** prior written consent (which will be subject to the suitability of the **Moorings** and payment of an additional **Moorings** fee, where applicable).

'**British Waterways, BW, we, us, our**', means the British Waterways Board, its successors and assigns and any of its employees or other persons authorised by British Waterways to act for it.

'**Length, LOA**' means the length overall of the **Boat**, including fenders, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extension fore and/or aft of the **Boat**.

'**Moorings**' means the water space at the **Moorings Site** temporarily allocated to **you** from time to time by **us** for the **Moorings** of the **Boat** during the period of this agreement.

'**Moorings Site**' includes the **Moorings** and land and water (together with any pontoon or jetty) adjacent to the **Moorings** that is in **our** ownership or control; and where the **Moorings** is within a marina, Boatyard or basin, includes all such water space and land associated with that marina, Boatyard or basin.

'**Owner, you, your, yours**' mean the person(s) or entity named as Owner in this agreement and includes an employee of the Owner or a person in charge of the **Boat** with the Owner's permission

'**Site Rules**' has the meaning given in condition 7 on the next page.

'**Tender**' means one unpowered **Boat** or a **Boat** powered by a small outboard engine that is less than 3 metres **LOA** which is carried on or towed by the **Boat** and used only for going to and from the **Boat**.

# GENERAL CONDITIONS

1. This Agreement allows you to moor the **Boat** at the **Mooring Site**. It does not give you the right to a particular **Mooring** or berth. Where a berth or particular **Mooring** is specified, **you** nevertheless agree **we** may ask you to move the **Boat** or give us authority to move it a reasonable distance to ensure best use of the water space available at the **Mooring Site**.
2. **You** must pay the Mooring fee due under this Agreement. If **you** use the **Mooring** or display the Mooring permits before having paid the fee **you** nevertheless agree to comply with the terms of this Agreement.
3. The **Mooring** agreement is personal to **you** and **you** may not assign it to any person. **You** may allow another person to use the **Mooring** for short periods but only with **our** permission which shall not be unreasonably withheld.
4. At the end of this Agreement, **you** must let **us** have the **Mooring** back in a clean and tidy condition.
5. **You** may keep a tender on the water at the **Mooring** provided **we** agree in writing and **you** pay an additional charge. The Tender must be marked "Tender to [name and index number of the **Boat**].
6. The **Boat** must be properly licensed for the duration of this Agreement. Current **Mooring** and licence permits must be displayed where they can be easily seen from either side of the **Boat** at all times.
7. **We** may introduce local rules ["Site Rules"] relating to the use and management of the **Mooring** or **Mooring Site** which are not inconsistent with this Agreement. **We** will consult local customers before the introduction of a new set of Site Rules or major alterations to existing Site Rules  
  
**We** reserve the right to amend such rules from time to time provided **we** give **you** reasonable prior notice of the proposed changes. The Site Rules and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at the **Mooring Site** or once a copy of them has been given to **you**.
8. **You** must comply with the conditions of any planning permission for the **Mooring Site** and comply with relevant laws, byelaws, Site Rules and special conditions, including any concerning **your** private use of land at the **Mooring Site**.
9. **We** may go onto the **Mooring** at all reasonable times to inspect it for defects. **We** also may go onto the **Mooring** to do works and repairs. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing of **our** intention to do the works and tell **you** what works **we** plan to do. If there is any emergency **we** may do the Works without giving **you** notice. In that case, **we** will tell **you** as soon as practical what the emergency was and what works **we** have done.
10. **We** can move the **Boat** if **we** need to do any work on or near the **Mooring**. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing unless there is an emergency or the movement is of a minor nature. If **we** do need to move the **Boat** **we** will provide **you** with an alternative **Mooring**. When **we** move the **Boat** to do work **we** will put the **Boat** back on to the **Mooring** as soon as possible after the work is finished. If **you** reasonably incur any costs or expenses because **we** have moved the **Boat** to do works **we** will refund them.
11. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing of **our** intention to carry out any building or development work in, around or adjacent to the **Mooring** or **Mooring Site**.
12. **You** are responsible for paying Council Tax (if applicable) and all gas, electricity and other services used by **you** at the **Mooring Site**.
13. **You** must not keep, hang or place anything on any parts of the **Mooring Site** unless **we** have previously agreed to it. **You** must not display on the **Boat** or the **Mooring Site** any sign or notice of a commercial nature without **our** permission.
14. **You** must not damage, alter add to or deface the **Mooring Site** in any way. **We** may make a charge to cover the cost of making good.
15. **You** must not keep animals other than domestic pets at the **Mooring**. They must remain under proper control whilst at the **Mooring Site** and not cause nuisance to **your** neighbours. **You** must clear up their mess.
16. **You** or **your** visitors must not obstruct any emergency access roads, service roads or service areas at the **Mooring Site**. **You** must ensure that **you** and **your** visitors park their motor vehicles considerately (and only in the spaces allocated for them, where provided). Any vehicles using the **Mooring Site** must be roadworthy, taxed and insured.

17. **You** must keep the outside of the **Boat** in reasonable repair and the area around the **Boat** clean and tidy.

## HEALTH SAFETY & THE ENVIRONMENT

18. **You** should let **us** know if **you** notice any defects in the **Mooring**.

19. Any works undertaken on the **Boat** whilst at the **Mooring Site** must be carried out in a safe manner and with due regard to protecting the environment and **your** obligations under Condition 21.

20. Any accidents or other incidents involving injury or damage to property at the **Mooring Site** must be reported to **us**. **You** must report any damage for which **you** are responsible under Condition 21.

21. **You** must not do (or carelessly fail to do) anything at the **Mooring Site** which will cause damage or nuisance to any other person or their property. **You** accept responsibility for any such damage or nuisance caused by **you**, other occupants of the **Boat** or **your** visitors. **You** will not be responsible for events that are outside **your** control.

22. **You** must dispose of **your** rubbish so that it does not become a nuisance or a risk to the health or safety of any person, animal or the property.

23. **You** must make sure the **Boat** is moored safely and that it is properly attached to the bollards, moorings rings, mooring pins or stakes. **We** may go onto the **Boat** and move it at **our** discretion for reasons of safety or the protection of the environment.

24. **You** must not light fires including barbecues on the **Mooring** or **Mooring Site** unless allowed under the Site Rules or **you** have first obtained permission from your local waterway office.

## OUR RESPONSIBILITIES

25. **We** will exercise reasonable care in carrying out our functions under this Agreement (including when boarding or moving the **Boat** or its **Tender**) and will make good damage caused by our negligence.

26. **We** will keep the services and facilities that **we** provide under this Agreement clean and repaired. **We** will replace any equipment that has become unusable and is beyond economic repair. **We** will not be liable if the services and facilities fail temporarily and **we** replace or repair them within a reasonable time.

27. **We** shall not be liable for any other loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed by **us**). This includes loss or damage to boats, gear, equipment or other goods left with **us** for repair or storage. **You** may wish to take out **your** own insurance to cover such risks.

28. **We** will comply with the price control regulations for Landlords set out by the gas, water, electricity and telecommunications regulatory bodies.

## TERMINATION

29. This Agreement terminates at the end of the period specified.

30. **You** may terminate this Agreement before then by giving one month's written notice of termination to **our** local office specified in this Agreement.

31. If **you** terminate this Agreement by giving notice, **we** will make a part refund of **your** Mooring fees where the **Boat** leaves the **Mooring Site** on or before the notice period expires and **you** return the Mooring permits to **us** when **your** **Boat** leaves the **Mooring Site**. Any refund will be the difference between the short term fee for the **Mooring** for the period up to expiry of **your** notice and the annual fee paid. The short term fee is a monthly charge of one tenth of the annual fee.

32. **We** may terminate this Agreement before the end of the period specified:-

- If **you** fail to pay any money owing to **us** under this Agreement or in connection with the licensing or use of the **Boat** on **our** waterways; and / or
- If **you** breach any of the terms of this Agreement and either the breach cannot, in **our** opinion, be put right or **you** fail to put things right having been asked by us to do so.

# GENERAL CONDITIONS CONT.

33. Before **we** terminate this Agreement under Condition No. 32 **we** will write to **you** and explain how **we** think **you** have broken the terms of this Agreement; and

33.1 Where **we** think **you** can put things right **we** will tell **you** how **we** think **you** can do so and how long **you** have to comply. This time will depend upon the circumstances but will be reasonable and will be at least 14 days where work is required to be done to the **Boat**. **We** may extend the time if **you** write to the local BW Manager and explain why **you** need the extra time. If **you** do not put things right within the time **we** have given **you**, this Mooring Agreement will end and **you** must remove the **Boat** from the **Mooring** immediately.

33.2 Where **we** are of the opinion that **you** cannot put things right, **we** will explain why and **you** must remove the **Boat** from the **Mooring Site** within 14 days and this Agreement will terminate at the end of that 14 days whether or not the **Boat** has been removed.

34. If **you** fail to remove the **Boat** from the **Mooring Site** on termination of this Agreement **we** shall be entitled to:-

- Continue to charge **you** the **Mooring** fee which would have been payable by **you** if the Agreement had not been terminated; or
- Remove the **Boat** from the **Mooring Site** at **your** risk (except for loss or damage caused by **our** negligence during such removal) and keep it elsewhere and charge **you** with all costs arising out of such removal including alternative Mooring fees.