

Private Pleasure Boat - Long Term Licences and Moorings

SCOTTISH HIGHLANDS AND LOWLANDS

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Customer Service Locations

If you have a query about your BWS Licence or Mooring Permit, please use this map to locate the first point of contact for advice. Select the office that is responsible for the waterway where you have (or plan to have) your long term mooring.

New applicants

Please contact the local office in the first instance. Our customer service team there will help you to complete your licence application and ensure that it can be processed without delay.

1. Caledonian Canal

Canal Office,
Seaport Marina,
Muirtown Wharf,
Inverness IV3 5LE
T 01463 725500

2. Crinan Canal

Canal Office,
Pier Square, Ardrishaig,
Argyll PA30 8DZ
T 01546 603210

3. Lowland Canals

Forth & Clyde, Union Canal,
Canal House,
Applecross Street,
Glasgow G4 9SP
T 0141 3326936

1 Introduction

You need a Scottish Navigation Licence to keep and use a powered Boat or sailing vessel on our Waterways in Scotland. Unless you lift the vessel out of the water and remove it from our land when it is not in use, you must also have a Home Mooring for it. This is somewhere you can moor your Boat on the Scottish Waterway system, excluding lochs, when it is not being used for cruising or sailing. Mooring berths are provided by private boatyards as well as by British Waterways Scotland.

www.scottishcanals.co.uk includes helpful information about getting started with boating on inland waterways. If you simply wish to visit our Waterways for a short period, please see the separate information for British Waterways Scotland Transit and Short Term Licences.

2 The Scottish Navigation Licence

The licence is valid for the duration of your mooring permit, up to a maximum of twelve months, and covers our Highland Waterways (Crinan and Caledonian canals) and Lowland Waterways (Forth & Clyde and Union canals).

For details of current operating hours for each Waterway, and charges for special lockings outside of normal hours, please contact the local waterway office. The licence includes free passage through the Falkirk Wheel - it is best to book your passage time ahead. The licence allows you to use the Boat for towing another licensed boat as long as you are not doing it for reward or a promise of payment.

The licence does not permit you to operate the vessel for hire, for carrying goods or passengers for payment, or for any other commercial purpose. These activities require a navigation licence and a trading agreement with British Waterways Scotland.

The licence is subject to the General Conditions printed on pages 6-7. It does not include the fee for use of our mooring berths (see below).

3 British Waterways Scotland

3a Mooring Berths

We offer mooring berths for rental for periods of three to twelve months. Please see table on page 3 for locations and fees. Use of the mooring berth is subject to the standard British Waterways Mooring Agreement. There may be waiting lists for more popular locations, please check with the local waterway office.

3b Other Mooring Berths

Long term moorings may also be provided by private boatyards. Prices and conditions are available directly from them.

3c Continuous Cruising

Long term use of the Highland and Lowland Waterways without a Home Mooring is not permitted due to the disconnected nature of the canals.

4 Applying For A Licence And Mooring Permit For The First Time

Application forms are available from waterway offices, or www.scottishcanals.co.uk. We recommend that you first discuss your requirements with the local British Waterways customer service team - take a look at the map on the front cover to identify the office responsible for the area where you intend to moor most often. They will help you with your application and check that you and your Vessel meet all the requirements.

Once you've completed the form and assembled the enclosures, please send them with your payment details or cheque to the local Waterway office.

5 Licence And Mooring Fees

5a Licence fee

The licence costs £137.87 including VAT. It may commence on the first day of any month and is valid for twelve months or the duration of your mooring permit, if shorter.

5b Trailer Sailers - Lowland Canals only

If the vessel is portable, less than ten metres long and you do not have a long term mooring on Scottish Canals, the fee is reduced to £97.02 including VAT. This allows you to access the canals on an occasional basis throughout the validity of the licence. The licence is valid for twelve months. This discounted licence comes with a book of tickets that allows you to moor on the waterways for no more than a total of 16 nights during the period of the licence. Of these nights no more than 2 consecutive nights may be spent at any one visitor mooring site. You must display your licence and validate this with a display of your daily ticket endorsed with the date that you are on the waterway. You are required to remove your boat from the water when not using it for cruising. If you wish to moor for longer periods, you must purchase a mooring permit. These permits are subject to the availability of moorings.

5c Fees for Mooring Permits

Please see the fee table on page 3.

Fees For Mooring Permits

Annual Licence fee £137.87

Prices include VAT at 20% and may be subject to change by Government.

		Annual	Summer (Apr - Sep)	Winter (Oct - Mar)
Location		(per metre)	(per metre pcm, min 3 month contract)	
Caledonian Canal	Banavie	£114.60	£13.82	£9.21
	Corpach	£128.70	£15.45	£10.30
	Dochgarroch East	£120.20	£14.56	£9.71
	Dochgarroch West	£128.80	£15.45	£10.30
	Fort Augustus	£109.90	£13.18	£8.79
	Gairloch	£92.95	£11.31	£7.54
	Kytra	£95.50	£11.06	£7.37
	Laggan Avenue	£87.50	£10.26	£7.04
	Laggan Top	£97.95	£11.81	£7.87
	Seaport Marina	£135.95	£16.33	£10.88
Crinan Canal	Ardrishaig Basin	£125.60	£15.45	£10.30
	Ardrishaig Basin Dummy Lock	£145.00	£17.84	£11.94
	Bellanoch Bridge	£104.20	£12.82	£8.54
	Bellanoch Marina	£137.90	£16.96	£11.31
	Bellanoch Marina Swinging Moorings	£107.25	£13.18	£8.79
	Cairnbaan Lock 5	£112.35	£13.82	£9.21
	Crinan Basin	£125.60	£15.45	£10.30
	Crinan Basin Dummy Lock	£145.00	£17.84	£11.94
	Crinan Rings	£102.15	£12.56	£8.37
	Lock 14 Crinan	£125.60	£15.45	£10.30
	Lock 4 Top	£110.30	£13.56	£9.05
	Oakfield Bridge	£107.25	£13.18	£8.79
Forth & Clyde Canal	Auchinstarry	£67.40	£8.29	£5.53
	Auchinstarry - Residential	£101.10	-	-
	Bowling - Lower Basin	£128.70	£15.45	£10.30
	Bowling - Upper Basin	£93.75	£11.31	£7.54
	Bowling - Helenslea	£128.70	£11.94	£7.96
	Bowling - Helenslea Residential	£147.90	-	-
	Camelon - Lock 16	£34.45	£4.15	£2.77
	Glasgow - Applecross Street Residential	£86.50	-	-
	Glasgow - Speirs Wharf	£78.15	£9.43	£6.28
	Grangemouth	£60.05	£7.70	£5.12
	The Falkirk Wheel - Canal	£51.05	£6.29	£4.19
	The Falkirk Wheel - Basin	£72.95	£8.99	£5.98
	The Stables, Kirkintilloch	£34.45	£4.11	£2.75
	All other sites	£33.00	£4.02	£2.68
Union Canal	Edinburgh - Harrison Park	£52.10	£6.28	£4.19
	Edinburgh - Leamington Wharf	£97.50	£11.99	£8.00
	Edinburgh - Lochrin Basin	£112.35	£13.56	£9.05
	Linlithgow	£36.45	£4.39	£2.93
	Ratho	£56.30	£6.78	£4.52
	Ratho - Residential	£84.35	-	-
	All other sites	£33.00	£4.02	£2.68

5d Visitor Mooring Information

Visitor moorings are usually available subject to the advertised mooring site restrictions. A limited number of visitor moorings at Seaport Marina on the Caledonian Canal are usually available, outside the marina compound, at no extra cost. Visitor moorings within the marina compound are available free of charge for the first night (one free night per licence) and £8.00 per night thereafter. An £8.00 per night fee also applies at selected locations on the Lowland Canals, please call for details.

6 General Reminders For New Applications And Renewals

You will need to provide evidence that the Boat meets the Boat Safety Scheme requirements, has the necessary third party insurance policy and complies with our mooring requirements [see General Licence Conditions on pages 6-7]. We accept payment by Direct Debit, cheque, credit or debit card, postal order, or cash if you are applying in person. Your application form must be signed and you must supply an address through which we can contact you. If you already hold a licence, we will write to you shortly before the expiry date with a renewal form. We can process your renewal more quickly if you use this instead of a new application form. Please check that the dimensions of the Boat will fit the Waterways that you wish to cruise.

There is a guide to all waterway dimensions on www.scottishcanals.co.uk, or contact the local Waterway office. When measuring the Boat to determine your mooring fee, you should include fenders, bowsprits and any other items that add to its length.

7 Paying By Direct Debit

We accept Direct Debit instructions for the full fee providing the total fee due is more than £100. You may make a single payment, or pay in instalments as follows: For the licence: one payment of £27.59 and four monthly payments of £27.57 each. For the Mooring Permit: the maximum number of equal instalments is the number of months you are contracting for minus two (e.g. if you are purchasing a six month permit, you may pay in four equal instalments). This is to ensure that your payments will be complete before the expiry of the permit. We cannot accept part payment by other means once you have signed up for Direct Debit payment.

Once you have set up a Direct Debit instruction, we will automatically collect payment in respect of the renewal unless you advise us not to. We will always notify you in advance of the payment dates and amounts. If the application is received in time, the payment will be collected on the licence or permit start date. Otherwise we will collect it as soon as possible thereafter. To cancel a Direct Debit instruction or change any of the Bank or Building Society details, you must send written notification to your Bank or Building Society and our Direct Debit department at Leeds giving at least seven days notice. Please note that we can collect payment from only one bank account per customer. If you have

any other Direct Debit arrangements with British Waterways please ensure that they all relate to the same account.

8 Missed Payments/Cancellation Of Direct Debit

If we are unable to collect a payment because of insufficient funds in your account, the amount due will be added to your next payment for collection. If this second payment is missed we will automatically cancel your Direct Debit and all outstanding amounts become due immediately. Similarly, if you cancel your Direct Debit instruction, all outstanding amounts become due immediately. If we do not receive the outstanding amounts due, your licence or permit may be revoked and action will be taken to recover any debt. We may refuse to accept payments from you by Direct Debit in the future. Direct Debit defaults are subject to a 10% handling fee and you may also incur legal costs if we have to instruct solicitors to recover the debt.

9 If Your Details Change Or You Lose Your Licence

If you change the name of the Boat, if your address or 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. The licence is not transferable to another Boat. If you lose your licence we will issue you with a new one. The charge for this service is £10. A replacement index number is £15.00.

10 Selling Your Boat Or Removing It From Our Waterways

We will transfer your licence to the new owner at no extra charge, providing the licence is fully paid and you give us the address of the new owner. Licences are not refundable. Mooring permits are refundable providing you give one month's written notice. For refund terms see the Mooring Agreement clause 31. Please note that you cannot sell your boat with its mooring - moorings will be reallocated in line with local waiting lists.

Waterway Facilities

We provide a range of basic services for boaters, including water points, refuse disposal, toilets, showers and Elsan emptying points throughout the waterway network. These are generally free to licence holders. Access to sanitary facilities is by a special Yale key, available from sea locks and Waterway offices (£6.00 deposit on the Lowlands Canals and free of charge if returned on exiting the Crinan and Caledonian Canals). Payment for other facilities is by digital card or cash depending on the location.

Our local waterway offices will be able to assist you with enquiries about waterway facilities.

If You Have A Complaint

We are committed to provide excellent levels of service and constantly strive to meet the rising expectations of our customers and visitors. We welcome feedback on where service can be improved. Issues of concern to waterway visitors can usually be resolved by talking them through with one of our people, either face-to-face or by telephone. We recognise that sometimes this may not be appropriate, or you may feel your concerns have not been properly addressed after talking them through with us. If you wish to make a formal complaint you should do so in writing. For matters relating to the services of Central Departments, you should write in the first instance to the Head of Customer Service at our Watford office. For all other matters you should send your letter to the relevant Manager who is responsible for the canal (see front cover for contact details). If after this stage you feel your complaint has still not been handled satisfactorily, you should write to the Customer Service Manager asking for it to be re-considered. She will ensure it is considered by a senior manager or Director without direct line management responsibility for the area of the complaint. If you remain dissatisfied after this internal process is completed, you may take your complaint to the Waterways Ombudsman, whose services are available free of charge.

Personal Safety

The Waterways that you use can be hazardous places. The safety of our users and people is very important to us and we do our best to make the system 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 which minimises the risk of harm to people and property.

Ask for a free copy of The Boater's Handbook which contains information common to inland waterways generally. It does not include locally specific information. Please contact the appropriate British Waterways office for more detailed local advice, particularly if you are cruising our larger river navigations or tidal waters.

Navigation Rules

- 1 The Boat Licence does not give you any priority of passage on any 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 will provide information.
- 3 You must share locks up to their capacity. There is no right to the exclusive use of a lock.
- 4 You must not:
 - (a) use any electricity generator, including the Boat's engine, at any British Waterways' mooring 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.
 - (b) 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.
 - (c) do anything at any mooring which will cause damage or nuisance to any other person or their property.
 - (d) discharge anything into the Waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers on board the Boat.
 - (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.
- 5 There is no general restriction on the use of locks by portable and unpowered craft. However, in the interest of safety and to conserve water, specific local restrictions may apply. We encourage users to carry these craft 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 British Waterways instructions must always be followed.
- 6 Unpowered craft may not navigate certain tunnels. Please check locally for advice or ask us for the national list of tunnels. Where you are permitted to navigate, we encourage the following precautions:
 - (a) navigate in groups of between three and six craft, 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 craft must have adequate buoyancy.
 - (d) you must display a securely fixed, bright white light showing forward.
- 7 You must not crane a Boat into or out of any Waterway 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.

General Licence Conditions

In accordance with S43.3 of the Transport Act 1962, 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. Numbered paragraphs below are legally binding general conditions. If you persistently or repeatedly breach any of these, we are entitled to revoke your Licence. It is a criminal offence to keep a Boat on our Waterways without a Licence, and you could face legal action, which may result in removal of the Boat from our Waterways. We will not issue a Licence for a powered Boat to anyone under 18 years old. Inset paragraphs without numbers provide additional explanation.

1 Definitions

- 1.1 'Boat' means the Boat named in your Application or Renewal form whose name and Licence number will appear on the Licence.
- 1.2 'Home mooring' is a mooring or place on the Scottish canal network within the man made navigation area where the Boat can reasonably be kept and may lawfully be left when not being used for cruising.
- 1.3 'Navigation Rules' means any byelaws, or any conditions imposed under statutory powers concerning the movement of vessels and safety of navigation.
- 1.4 'Portable' means that the Boat's normal crew can, without mechanical help, launch the Boat and take it out of the water. Examples are rowing boats, dinghies, canoes or light inflatable craft.
- 1.5 'Waterway' means any Waterway 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.
- 1.6 'We, us, our' means British Waterways (BW) and any employee or other person approved by British Waterways to act for it.
- 1.7 'You, your, yours' means the owner or lawful keeper as described in the Application or Renewal and includes a person in charge of the Boat with the permission of the owner or lawful keeper.

2 Mooring

- 2.1 Customers with home moorings on other parts of the Scottish Waterway system may visit other Scottish Canals for a maximum of 30 days during the licence period, subject to prior notification and agreement from the waterway being visited. British Waterways reserve the right to decline should suitable moorings space not be available.

www.scottishcanals.co.uk includes a database of all Home Mooring sites throughout our network including those managed by private and voluntary organisations and British Waterways. Ask the local Waterway office for help if you are unable to access this.

- 2.2 The only exception to the requirement to have a Home Mooring is if the Boat is removed from the water and British Waterways land when not being used for cruising.

3 Boat Safety and Insurance

- 3.1 The Boat must comply with the Boat Safety Scheme requirements and have a Boat Safety Certificate within 28 days of its arrival on the Scottish Waterways system. Alternatively you may present a correctly completed declaration of conformity with the EEC Recreational Craft Directive.

If the Boat has no fuel system, no gas and no electricity it might be exempt from this requirement. An exemption application form is available.

The Boat Safety Certificate shows that, at the time of the examination, the Boat satisfied the Boat Safety Scheme requirements. You are responsible for making sure that the Boat is maintained so that it continues to meet the requirements. You should not, therefore, regard the Boat Safety Certificate as evidence of the Boat's condition at any other time. Any alterations, modifications or a lack of good maintenance after the date of issue may mean the certificate is not valid. Under our statutory powers we may inspect any Boat to see whether it is unsafe, and we can require any defects to be remedied. See www.boatsafetyScheme.com or email bs.enquiries@boatsafetyScheme.com for further information.

- 3.2 You must have in force an insurance policy for the Boat, which covers third-party liabilities for at least one million pounds.
- 3.3 You agree that we may contact your insurance provider to check the validity of your policy, and that the insurance provider may give us such information as we may reasonably require.

4 Your other obligations

- 4.1 You must display the Boat's name and the Licence and Boat index number on both sides of the Boat so that they are always easily visible by our people on the towpath.

If the Boat is covered (e.g. during winter), you should paint or display the Boat's index number in some other way so that it can always be seen.

- 4.2 You must comply with navigation rules, relevant Acts, Bye-Laws and Regulations and follow our lawful directions, spoken or written (including signs).
- 4.3 You must ensure that when the Boat is under way, there is always an adequate and competent crew in attendance.

A copy of our Boaters' Handbook should be kept on board the Boat and drawn to the attention of all crew members and passengers.

- 4.4 If you give permission to any other person to use the Boat, you must ensure that they are aware of these Licence Terms and Conditions.
- 4.5 You agree to be responsible for any damage or difficulty caused by you or the Boat because of anything you have carelessly done or not done. You will not be responsible for events that are outside your control.

- 4.6 You agree that we can come on board the Boat to inspect it where we need to check you meet these Conditions. We understand that you may feel this is an intrusion. We will give you reasonable notice if we want to do this and we will try to accommodate your wishes. We may board without notice if we believe the Boat may be unsafe or if it is unidentifiable.

- 4.7 The Boat must be fit for navigation on any Waterway where it is intended to be used.

You should let us know if you see a Boat that you think is dangerous or if you witness a dangerous incident.

- 4.8 You agree that we may provide your name and address to any person (or the insurer of any person) that we believe has an interest in an incident or alleged incident involving the Boat and where personal injury or damage to property may have occurred.

5 Terminating the licence

- 5.1 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. Your Licence will be revoked if you are found to have used deception in obtaining your Licence.

- 5.2 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 waters. We will rebate the cost of the unused part of the Licence in accordance with our refund terms.
- 5.3 Once the Licence has ended, unless you re-license the Boat, you must remove it from our waters.

If you do not, we have powers to remove it and to charge you for the costs we incur in doing this.

- 5.4 We reserve the right to refuse to issue you with any Licence in the future. You have no right under these Conditions to the renewal of a Licence. We will not unreasonably refuse to renew a Licence. However, if we do refuse to issue you with a Licence, we will write and tell you why.

6 Our obligations

- 6.1 We will do our best to keep the Waterways open for cruising. 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.

The age of the Waterways will inevitably mean occasional unforeseen failure requiring closures. Essential maintenance work may also require closures but, 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 Waterways.

Mooring Agreement 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 Mooring and payment of an additional Mooring 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.

'Mooring' means the water space at the Mooring Site temporarily allocated to you from time to time by us for the Mooring of the Boat during the period of this agreement. 'Mooring Site' includes the Mooring and land and water [together with any pontoon or jetty] adjacent to the Mooring that is in our ownership or control; and where the Mooring 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 below.

'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.

- 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 of up to 30 days, 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 authorised in advance by British Waterways and will be subject to appropriate risk assessments. The works 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 stakes, moorings rings, mooring pins or bollards. We may go onto the Boat and move it at our discretion for reasons of safety or the protection of the environment. British Waterways reserve the right to charge for any services provided to maintain the safe condition of the vessel.
- 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.
- 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.
- 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.

