

LONG TERM MOORING AGREEMENT: TERMS AND CONDITIONS FOR A MOORING ON BW WATER WHICH IS ACCESSED FROM PRIVATE PROPERTY

DEFINITIONS

‘**Application Form**’ means the application form you signed when first taking over the **Moorings** or the renewal invitation that we send you before expiry of this Agreement.

‘**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

‘**Boat Tender**’ means one unpowered vessel or a vessel 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

P1. This Agreement allows you to moor the **Boat** at the **Moorings Site**.

P2. **You** must pay the mooring fee due under this Agreement. If **you** use the **Moorings** or display the mooring permits before having paid the fee **you** nevertheless agree to comply with the terms of this Agreement.

P3. The right to use the **Moorings** is personal to **you** and **you** may not assign it or this Agreement to any person. **You** may allow another person to use the **Moorings** for short periods but only with **our** permission which shall not be unreasonably withheld.

P4. **You** may keep a **Boat Tender** on the water at the **Moorings** provided **we** agree in writing and **you** pay an additional charge. The **Boat Tender** must be marked “Tender to [name and index number of the **Boat**]”.

P5. 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.

P6. **You** must comply with the conditions of any planning permission for the **Moorings Site** and comply with relevant laws, byelaws and special conditions, including any concerning **your** private use of land at the **Moorings Site**.

P7. **We** may go onto any **BW** property at the **Moorings** at all reasonable times to inspect it for defects. **We** also may go onto the **Moorings** 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.

P8. **We** can move the **Boat** if **we** need to do any work on **BW** property at the **Moorings**. **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 **Moorings**. When **we** move the **Boat** to do work **we** will put the **Boat** back on to the **Moorings** 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.

P9. **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 **Moorings** or **Moorings Site**.

P10. **You** are responsible for paying Council Tax (if applicable) and all gas, electricity and other services used by **you** at the **Moorings Site**.

P11. **You** must not keep, hang or place anything on **BW** property at the **Moorings Site** unless **we** have previously agreed to it. **You** must not display on the **Boat** or the **Moorings Site** any sign or notice of a commercial nature without **our** permission.

P12. **You** must not damage, alter, add to or deface any **BW** property at the **Moorings Site** in any way. **We** may make a charge to cover the cost of making good.

P13. You must keep the outside of the **Boat** in reasonable repair and the area around the **Boat** clean and tidy.

HEALTH SAFETY & THE ENVIRONMENT

P14. 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 P16.

P15. Any accidents or other incidents involving injury or damage to **BW** property at the **Mooring** must be reported to **us**. **You** must report any damage for which **you** are responsible under Condition P16.

P16. You must not do (or carelessly fail to do) anything at the **Mooring** 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.

P17. 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 **our** property.

P18. You must make sure the **Boat** is moored safely and that it is properly attached to the bollards, mooring 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.

MAINTENANCE LIMITATIONS

P19. Mooring sites that are located in the waterway but accessed over land not under **our** control (e.g. most 'off-side' moorings) are normally made available at the request of the adjoining land-owner and are not part of the maintained moorings business of **BW**. The fee paid to **BW** is only for the right to exclusive occupation of part of the water space of the waterway and no other service or facility is provided by **BW**. This agreement is for a mooring site of that type.

P20. BW does not warrant that there will always be adequate depth of water at the **Mooring Site** and is not responsible for maintaining the waterway wall or bank in sufficient condition to provide safe access to the boat moored alongside it. Where statutory maintenance obligations apply to a waterway they apply to the main navigable channel only.

P21. In the event that, in the reasonable opinion of **BW**, the **Mooring Site** becomes unsafe or not otherwise fit for purpose **BW** may terminate this Agreement. In that event **BW** will credit **you** with the value of the unexpired portion of the permit and **you** shall have no further claim.

OUR RESPONSIBILITIES

P22. We will exercise reasonable care in carrying out our functions under this Agreement (including when boarding or moving the **Boat** or the **Boat Tender**) and will make good damage caused by our negligence.

P23. 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.

TERMINATION

P24. This Agreement terminates at the end of the period specified in the Application Form.

P25. We may terminate this Agreement immediately 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.

P26. We may terminate this Agreement before the end of the period specified if **you** breach any of the terms of this Agreement and either the breach cannot, in our opinion, be put right or if **you** fail to put things right having been asked by **us** to do so.

P27. Before **we** terminate this Agreement under Condition P26 we will write to **you** and explain how we think **you** have broken the terms of this Agreement; and

P27.1 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**. 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.

P27.2 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.

P28. If **you** fail to remove the **Boat** from the **Mooring Site** on termination of this Agreement we shall be entitled to:

- Damages equivalent to 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.

P29. We reserve the right to refuse to issue **you** with any mooring permit in the future. **You** have no right under these Conditions to the renewal of a mooring permit. **We** will not unreasonably refuse to renew a mooring permit. However, if **we** do refuse to issue **you** with a mooring permit, **we** will write and tell you why.