



TERMS AND CONDITIONS FOR WINTER MOORING PERMITS 2013-4

This document is the Agreement for winter moorings permits. It sets out your obligations and ours for the use of the mooring and what you can and cannot do, if you purchase a winter mooring permit. It includes the payment options for the permit which are set out in Schedule 1.

There are two types of winter mooring permits: (1) General Towpath Permits, which are not location-specific and allow for winter mooring at any location subject to the Listed Exclusions specified in Schedule 2, and (2) Location-Specific permits in central London (at locations specified in Schedule 1 with pricing information) and at selected visitor moorings as listed in Schedule 3.

The terms and conditions below apply to both of these types of permit unless a particular term in the Agreement specifically states the type of mooring permit to which the Condition applies.

All information about the winter mooring permits is published on our website:

<http://canalrivertrust.org.uk/boating/mooring/winter-moorings>

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).

'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**.

'we/ us/ our', means the Canal & River Trust, its successors and assigns and any of its employees or other persons authorised by the Canal & River Trust 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, pulpits, push pits and any other extension fore and/or aft of the **Boat**.

'Mooring' means the water space at the **Mooring Site**. For General Towpath Permits, this means the space that **you** choose to occupy along the towpath under the terms of this Agreement. You may not choose the locations in the Listed Exclusions specified Schedule 2. For Location Specific Permits it means the space that **we** temporarily allocate to your **Boat** at the named mooring site 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.

'Winter Mooring Booking Form' means the form **you** completed to purchase the Winter Mooring Permit, whether by post or online.

'Owner, you, your, yours' mean the person(s) or entity in whose name the **Boat** is licensed with us.

'Work(s)' means any minor or major works that **we** may need to carry out on **our** property at the **Mooring Site** including works of maintenance and repair

GENERAL CONDITIONS

1. This Agreement allows **You** to temporarily moor the **Boat** at the **Mooring within the Mooring Site**, If required by us **you** shall move the Boat to a nearby alternative place which we consider reasonable to ensure best use of the water space available at the Mooring Site.
2. This Agreement does not replace **your Boat** licence terms and conditions. The terms in this Agreement are in addition to these
3. **You** must pay the mooring fee due under this Agreement including, if appropriate, any credit card charge or administration fee. The mooring fee is the price published by **us** on **our** website <http://canalrivertrust.org.uk/boating/mooring/winter-moorings> Prices from the website have been specified in Schedule 1 and 3 below, but the full details of the pricing are on our website. The payment options for paying the mooring fee is set out in Schedule 1 below. 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.
4. The right to use the **Mooring** is personal to **you** and **you** may not assign it to any person.
5. **You** may keep a **Boat Tender** on the water at the **Mooring** 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**].
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 go onto any of **our** property at the **Mooring** at all reasonable times, for any reason including to inspect it for defects. **We** also may go onto the **Mooring** to do **Works**. For **Works** not relating to the national stoppage programme (which is referred to in Condition 8) **we** will give **you** at least 14 days, notice in writing of **our** intention to do **Works** and will 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 practicable what the emergency was and what **Works** **we** have done. It is **your** responsibility to check **our** national stoppage programme which is published on **our** [website](#) or is available by calling Customer Services on 03030 404040.
8. **You** shall at **our** request move the **Boat** to allow for the **Works** to be done if **we** need to do any **Works** on **our** property at the **Mooring**.
9. **You** are responsible for paying council tax (if applicable) and all gas, electricity and other costs or expenses associated with **your Boat**. **We** shall not provide any services at the **Mooring Site** for the exclusive use of permit holders.
10. **You** must not damage, alter add to or deface any of **our** property at the **Mooring Site** in any way, or permit such damage, alteration or defacement by other occupants of the Boat or by your visitors. **We** may charge **you** to cover the cost incurred by us in order to make good any such damage, alteration or defacement.
11. **You**, any other occupants of the **Boat** and **your** visitors must not keep, hang or place anything on **our** property at the **Mooring Site** or on **your Boat** (including any sign or notice of a commercial nature) without our permission. At our request you shall move any sign or notice for which we have not given permission.

HEALTH, SAFETY, THE ENVIRONMENT & CONSIDERATION FOR OTHERS

12. **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.
13. Any accidents or other incidents involving injury or damage to **our** property at the **Mooring** must be reported to us using the [form on our website](#) or by telephoning 03030 404040. **You** must report any damage for which **you** are responsible.
14. **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.

- 14.1 **You** must use smokeless fuel for your stove when moored anywhere close to properties which could be affected by your chimney smoke.
15. **You** must dispose of **your** rubbish, and sewage waste from the **Boat**, so that it does not become a nuisance or a risk to the health or safety of any person, animal or **our** property.
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. **We** may also seek to recover any costs incurred by **us** as a result of you obstructing any access roads, service road or service areas at the **Mooring site**.
17. If **Your** winter mooring is in a location regularly used by anglers, you should leave 5m between your boat and the next one along to allow space for fishing. Also, **You** must be prepared to move temporarily to facilitate match pegging. Reasonable notice (usually 2 weeks) will be given by club officials.
18. **You** must not keep animals other than domestic pets at the **Mooring**. They must remain under proper control whilst at the **Mooring** and not cause nuisance to **your** neighbours. **You** must clear up their mess.
19. **You** must keep the outside of the **Boat** in reasonable repair and the area around the **Boat** clean and tidy.
20. **You** should let us know if **you** notice any defects in the **Mooring**.
21. Any works **you** undertake 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 14.
22. **You** must not light fires including barbecues on the **Mooring** or **Mooring Site**. You may use a properly maintained and fitted stove on the **boat** which is used in accordance with Condition 14.

OUR RESPONSIBILITIES

23. **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.
24. **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**). **You** may wish to take out **your** own insurance to cover such risks.

TERMINATION

25. This Agreement terminates at the end of the period specified on the booking confirmation. **You** must leave the **Mooring** on this date.
26. **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.
27. **We** may terminate this Agreement before the end of the period specified in the Winter Mooring Booking Form 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.
28. Before we terminate this Agreement under Condition 27 we will write to **you** and explain how we think **you** have broken the terms of this Agreement and
- 28.1 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.

28.2 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. The termination of the Agreement will mean that the **Boat** is no longer lawfully at the **Mooring Site** and **we** may proceed to take action in accordance with Condition 29.

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

29.1 Damages equivalent to the mooring fee which would have been payable by **you** if the Agreement had not been terminated; or

29.2 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.

30. **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.

31. The term of the Agreement is set out on the booking confirmation. (It will be no more than 5 months in duration).

32. Five month permits are refundable only in exceptional circumstances and only for whole unused calendar months where we are notified in advance. One and three month permits are not refundable. In the first instance, **you** should get in touch with **our** Boat Licensing Team, Canal & River Trust, Fearn's Wharf, Neptune Street, Leeds LS9 8PB. A refund administration fee of £30 applies and, if it is a London or General Towpath Permit, the amount payable and therefore the resulting refund will be calculated at the higher rate per metre; e.g. if you cancel your five month permit after two months, you will be charged at the three month permit rate.

SCHEDULE 1 - PAYMENT OPTIONS FOR WINTER MOORINGS

There are two payment options for Winter Moorings, depending on the duration of the permit you buy.

1. Credit card (£7.50 charge) or debit card (no charge) for all permits (1, 3 and 5 months). A 10% prompt payment discount will be applied if you book before the permit start date.
2. Paperless direct debit available for 5 month permits only.
 - 2.1 The first payment is 20% of the total amount and must be made by credit card (£7.50 charge) or debit card (no charge). We will contact you by phone to set up the (paperless) direct debit within two working days of your booking being confirmed. If we are unable to reach you within 7 working days of the booking confirmation date, we will cancel the permit and refund your initial payment minus a £30 administration charge. The number of monthly direct debit instalments will depend on when the direct debit is set up. The Winter Mooring fee must be paid in full before the permit expiry date. We will collect the direct debit payment on the 1st day of the month unless agreed otherwise with our Boat Licensing Team when the arrangement is set up.
 - 2.2 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 or you cancel your Direct Debit Mandate instruction, we will contact you and ask for payment by other means.
 - 2.3 If we do not receive the amount due we may terminate the Winter Mooring Permit and you must remove your boat from the mooring immediately. We may also take legal action to recover any money owing. Because of the cost of dealing with direct debit defaults, we reserve the right to charge a handling fee of £30 if we have to make several attempts to collect the sum due.

Prices for General Towpath Winter Mooring Permits including VAT for boats of all widths

- Five month permit: £25 per metre (£5 per metre per month)
- Three month permit: £19.50 per metre (£6.50 per metre per month)
- One month permit: £8 per metre

Prices for London permits (location-specific)

- Five month permit: £50 per metre (£10 per month per metre)
- Three month permit: £39 per metre (£13 per month per metre)
- One month permit: £16 per metre

Boats wider than 2.2m will be allocated two berths and charged double. If you currently receive an unpowered butty discount on your boat licence, you may apply for a 50% rebate on the winter

Locations are:

- (i) West: Paddington – Harrow Road to Formosa Street footbridge (western end of the Little Venice visitor moorings)
- (ii) Central: Lower Islington – Wharf Road to Packington Street
- (iii) East 1: Broadway Market - Broadway Market to Mare Street
- (iv) East 2: Victoria Park - Mare Street to Bonner Hall Bridge

Prices for other Location Specific Moorings

See Schedule 3

SCHEDULE 2 - Locations where a General Towpath Winter Mooring is not valid 2013-4.

- All visitor moorings, although you may use these as a visitor for occasional short periods, complying with the time limits
- Within one kilometre of a marina or other long term mooring site
- At the locations listed in the following schedule. We are excluding these because of particular local sensitivities.

Canal	Location	Between ...	and ...
Aire & Calder	Clarence Dock		
B'ham New Mainline	Gas St - James Brindley	Bar Lock Footbridge, Gas St.	St Vincent Street Bridge, Vincent St.
B'ham New Mainline	Oozells Street Loop (New Main Line)	Blue Bridge	King Edwards Wharf Footbridge
Caldon	Denford	Bridge 38, Denford Road Bridge	Milepost 10/20, 30m West of Br 38
Caldon	Hazelhurst	Bridge 3, Turnover Bridge	Bridge 4, Hardy's Bridge
Coventry	Grendon	Bridge 49, Grendon Bridge	Bridge 52, Bassett Bridge
Coventry	Hopwas	Hopwas School Bridge	Hopwas Wood Bridge
Coventry	Polesworth	Bridge 19, Wharf Inn Bridge	Bridge 20A
Erewash	Trent Lock area	Bridge 2A, EA Rolling Bridge	Rubbish Disposal, Lock 60 , Trent Lock
Fossdyke Navigation	Lincoln	Bridge 6, Baths Bridge	Bridge 7, Brayford New Bridge
Grand Union	West London	Ladbroke Grove Road Bridge	Paddington, including Little Venice and Paddington Basin
Kennet & Avon	Pewsey	Bowdens Bridge 119	Stowell Park Suspension Bridge 116
Kennet & Avon	Bradford on Avon	Folly Footbridge 185	up to 48 hour VM west of George Inn
Kennet & Avon	Woolhampton	Woolhampton Lock 94	Wickham Knight Footbridge 30
Lancaster	Billsborrow	Bridge 44	Myerscough Bridge 45
Lancaster	Carnforth	Thwaites End Bridge 127	Carnforth Bridge 128
Lancaster	Garstang	Dimples Bridge 58	Cathouse Bridge 64
Lancaster	Hest bank	Blind Lane Bridge 115	Hest Bank Occupation Bridge 117
Lancaster	Lancaster	Iron Bridge 96	Friarage Bridge 100
Leeds-Liverpool	Wigan	Crooke Bridge 47	Grimshaw's Bridge 48
Leeds-Liverpool	Chorley	Crosse Hall Bridge 76	Bagganley Bridge 78
Leeds-Liverpool	Burscough	Bridge 35	Spencer's Swing Bridge 36
Leeds-Liverpool	Chorley	Bridge 80	Bottom of Johnsons Lock 64
Leeds-Liverpool	Parbold Bridge 37D	Parbold Bridge 37D	Alder Lane Bridge 38
Leeds-Liverpool	Rufford	Rufford Lock 7	Town Meadow Swing Bridge 8
Macclesfield	Macclesfield	Bridge 37	Bridge 41
Macclesfield	Crossley	Bridge 60	Bridge 63

Canal	Location	Between ...	and ...
Macclesfield	Kent Green	Bridge 86	Bridge 87
Nottingham & Beeston	Meadow Lane, Nottingham	Bridge 2, Station Road Bridge	Rubbish Disposal, Notts & Beeston
Peak Forest	Droylesden	Bridge 19	Bridge 20
Peak Forest	Bugsworth Arm & Basin		
River Trent	Holme Locks	River Trent - 011	Water Point, Lock 8, Holme Lock
Regent's	Central London	Paddington	Old Ford Lock (Regent's)
Rochdale	Hebble Bridge/Hebble end	Bridge 18	Bridge 16
Trent & Mersey	Alrewas	Lock 13, Bagnall Lock	Essington Park L4 Mooring
Trent & Mersey	Burton Centrum	Bridge 33 D	Bridge 33B
Trent & Mersey	Rugeley	Bridge 67	Bridge 65, Mossley Bridge
Trent & Mersey	Stone	Bailey Bridge 99A	Whitebridge Lane New Bridge 96A

SCHEDULE 3
WINTER MOORING PERMITS OFFERED AT VISITOR MOORINGS, 2013-4

Site Name	£/m/month inc VAT	Total metres available
Birmingham, Cambrian Wharf	£9.15	60
Coventry Canal, Hawkesbury Pump House	£9.33	108
Fosdyke & Witham, Bardney Lock	£7.87	60
Fosdyke & Witham, Boston Winter, 10m	£7.72	50
GU Leics, Foxton (Br 62-3)	£7.71	60
GU Paddington Arm, Paddington Basin, Narrowboat	£23.84	270
GU, Batchworth to Stockers	£9.44	250
GU, Brentford	£17.98	116
GU, Cosgrove	£7.16	160
GU, Stoke Bruerne Bottom Lock, south of Br 54b	£12.70	100
GU, Stowe Hill	£9.74	100
Leeds & Liverpool Canal, Skipton	£8.78	160
Liverpool, Salthouse Docks 12m pontoon, Narrowboat	£8.66	60
Liverpool, Salthouse Docks 15m pontoon, Narrowboat	£8.66	75
Liverpool, Salthouse Docks 15m pontoon, Widebeam	£8.66	30
Llangollen Canal, Ellesmere	£8.48	100
Llangollen Canal, Llangollen	£9.92	200
Oxford Canal, Lower Heyford	£9.37	150
Oxford Canal, Shipton on Cherwell	£9.22	60
Shropshire Union, Chester Wharf	£7.71	50
Shropshire Union, Nantwich South of Aqueduct	£9.18	100
Staffs & Worcs, Kinver Lock	£9.63	60

The selection represents the most popular of the sites booked for winter moorings last year. To protect the interests of both permit holders and cruising boats, we are planning to increase the frequency of boat checks along the whole of these visitor mooring lengths throughout the winter. Overstayers will be contacted promptly by our boating coordinators and asked to move on.