



**AMENDMENTS TO GENERAL TERMS AND CONDITIONS OF BOAT LICENCES SHOWN IN TABULAR FORM (with plain English descriptions)**

The General Terms and Conditions for Boat Licences (excluding Business Boat Licences) [version issued April 2014] have been reviewed and the Canal & River Trust intends to make some amendments to the existing terms, taking into account comments from national boating organisations and Navigation Advisory Group.. The amendments are intended to provide clarity on what is required to comply with some of the existing provisions and new provisions have been included to enable more effective management of use of the inland waterways including management of any failure to comply with the terms and conditions.

Set out below is a table showing substantive amendments which the Trust intends to make, and the final column of Comments provides a brief explanation for the intended changes. The numbering in each item is the number of the relevant clause in the terms and conditions.

| Original Term   | Amendments to original term  | Comments (Reasons for amendment)  |
|---|--|---|
| 1.1 "Boat means the boat named in your application or renewal form for a Licence and the name and index number will appear on the Licence. For boats with River Only Licences, the "Boat" includes any Tender to the Boat | 1.1 "Boat means the boat named in your application or renewal form for a Licence and the name and index number will appear on the Licence. <del>For boats with River Only Licences,</del> the "Boat" includes any Tender to the Boat | A Tender is included in the definition of "Boat" for all Licences.<br><br><b>Plain English</b><br>We have made it clear that a single "Tender" (as defined in clause 1.9) can be included in the Boat Licence on all waterways (not just on rivers) and does not need a separate Licence. |
|   | New Definitions:<br><br>1.3 'Conditions' means these general terms and conditions<br><br>1.4 'Continuous Cruiser' means a boater who has been granted a Licence for a Boat without a Home  | New definitions included for clarity.<br><br><b>Plain English:</b><br>We've tried to make the wording clearer with these terms but the meaning hasn't changed.  |



| Original Term  | Amendments to original term   | Comments (Reasons for amendment)   |
|--|---|--|
|  | <p>Mooring on the basis that they will comply with Condition 4 below;</p> <p>1.6 'Licence' means the boat licence issued to you by the Trust and to which these Conditions apply</p>  |  |
| <p>1.3 'Home Mooring' is a mooring or other place where the Boat can reasonably be kept and may lawfully be left when not being used for cruising.</p>   | <p>New Definition</p> <p>1.5 'Home Mooring' is a mooring or other place which will be available throughout the period of the Licence where we are satisfied that the Boat can reasonably be kept and may lawfully be left when not being used for cruising.</p>   | <p>The revised definition provides clarity as to what we require as a Home Mooring.</p> <p><b>Plain English:</b><br/>We've included the words '...which will be available throughout the period of the licence...' to ensure you know that if you buy a licence for a boat with a Home Mooring then the mooring needs to be available for that boat for the duration of the licence.</p> |
| <p>1.9 'Tender' means one small unpowered boat or a boat powered by a small outboard engine which is carried on or towed by the Boat and used only for going to and from the Boat whilst in sight of the Boat. The Tender must be marked with 'Tender to (name and index number of the Boat)'.</p> | <p>New Definition</p> <p>1.9 Tender' means one small <del>unpowered boat or a boat powered by a small outboard engine</del> (not more than 3 metres long) and which is carried on or towed by the Boat and used only for going to and from the Boat whilst in sight of the Boat. <del>The Tender must be marked with 'Tender to (name and index number of the Boat)'</del>.</p> | <p>Updated definition included for clarity.</p> <p><b>Plain English:</b><br/>We've changed this to be clearer about what we consider a tender to be – less than 3 metres and can be either powered or unpowered. The last sentence has been moved to condition 7.1.</p>  |



| Original Term  | Amendments to original term  | Comments (Reasons for amendment)   |
|--|--|--|
| <p>1.10 'You, your, yours' means the owner or lawful keeper as described in the application or renewal form for a new Licence and includes a person in charge of the Boat with the permission of the owner or lawful keeper</p>  | <p>1.10 'You, your, <b>or</b> yours' means the owner or lawful keeper <b>of the Boat</b> as described in the <del>a</del>-Application or <del>R</del>-renewal <del>F</del>-form and includes a person in charge of the Boat with the permission of the owner or lawful keeper. <b>Where there is more than one owner or lawful keeper the obligations and liabilities under these Conditions shall be joint and several.</b></p>   | <p>Additional wording added to the definition for clarity.</p> <p><b>Plain English:</b><br/>This definition has expanded to include that if there's more than one owner/lawful keeper then each person is equally responsible for sticking to the licence conditions.</p>  |
| <p><b>2.Use of the boat</b></p> <p>2.1 The Licence allows you to use the Boat in any Waterway including mooring for short periods while cruising. 'Short period' means up to 14 days or less where a local restriction applies. The Licence does not permit mooring for any longer period. Daily charges may be applied for staying longer than the maximum time allowed.</p> <p>2.2 The Boat must be used only for the purposes specified in the licence description, details of which are set out in Schedule 3.</p> | <p><b>2.Use of the boat</b></p> <p><b>2.1</b> The Licence allows you to use the Boat in any Waterway <b>in accordance with these Conditions and only for the purposes specified in the licence descriptions, details of which are set out in Schedule 3.</b> <del>Waterway including mooring for short periods while cruising. 'Short period' means up to 14 days or less where a local restriction applies. The Licence does not permit mooring for any longer period. Daily charges may be applied for staying longer than the maximum time allowed.</del></p> <p><del>2.2 The Boat must be used only for the purposes specified in the licence description, details of which are set out in Schedule 3.</del></p> <p><b>2.2</b> 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 and</p> | <p>Clause 2 has been amended to make clear that the Trust only issues licences on the basis that the boater will be a Continuous Cruiser or has a Home Mooring. This is in line with the statutory conditions for licensing under section 17 of the BWA 1995.</p> <p>The amended clause does not represent a change to the conditions for issuing licences. It merely states the position more clearly.</p> <p>The changes to Condition 2.1 remove the references to "daily charge" and to "Short Periods" to other clauses. "Daily charges" are referred to in the amended Condition 6.5 (ii) below; and the reference to "short periods" is referred to the new Condition 3.2 below.</p> <p><b>Plain English:</b><br/>There's no change to the basic principles of</p> |



| Original Term  | Amendments to original term  | Comments (Reasons for amendment)   |
|--|--|--|
|  | <p>we may seek to verify with third parties any information you provide to us. We will treat you as a Continuous Cruiser if you do not declare a Home Mooring for the Boat.</p> <p>2.3 In addition to complying with the Conditions you must also comply with any local restrictions specified in signage which may include time limits and other conditions relating to the use of a specific location.</p>   | <p>issuing licences in this section – we just make it clear that we may check that the Home Mooring is genuine with third parties.</p>   |
| <p><b>3 Mooring</b></p> <p>3.1 The Licence does not allow you to moor the Boat in any Waterway except for short periods whilst cruising (see Condition 2.1 above). This Licence does not give a right to moor that is sufficient to meet the requirement in the British Waterways Act 1995 for the Boat to have a Home Mooring.</p> <p>3.2 If you do not declare a Home Mooring for the Boat, we will treat you as a Continuous Cruiser (see Condition 4 below).</p> <p>3.3 The only exceptions to the requirement to have a Home Mooring are:</p> <ul style="list-style-type: none"> <li>(a) if the Boat is removed from the water when it is not being used for cruising,</li> <li>(b) if you cruise continuously without</li> </ul> | <p><b>3. Boats with a Home Mooring</b></p> <p>3.1 You must cruise on the Waterways whilst you are away from the Home Mooring (save for any period when you leave the Waterways or when the Boat is lawfully moored at another mooring site. ).</p> <p>3.2 The Licence does not allow you to moor the Boat in any Waterway whilst cruising away from your Home Mooring except for short periods of up to 14 days, or less where a local restriction applies.</p> <p>3.3 The Licence does not give a right to moor that is sufficient to meet the requirement in the British Waterways Act 1995 for the Boat to have a Home Mooring.</p> | <p>The amendments are intended to provide more clarity on what is required of a boat with a home mooring using the Trust’s Waterways whilst away from the home mooring. The amended conditions deal with the requirement to cruise and the limits on mooring in any Waterway whilst away from the home mooring.</p> <p>The provision in Condition 3.2 in the current terms and conditions is incorporated the new Condition 2.2 above</p> <p><b>Plain English:</b><br/>Again, the changes to this section are mostly about making the licence requirements as clear as possible. There are no alterations to the rules, so as before:</p> <ul style="list-style-type: none"> <li>• If you’re away from your Home Mooring then you can only stay in one place for up</li> </ul> |



| Original Term   | Amendments to original term  | Comments (Reasons for amendment)   |
|---|--|--|
| <p>staying in any one place for more than fourteen days (or less where local Trust signs indicate a shorter period).<br/>These requirements are further explained in Schedule 2.</p> <p>3.4 You must tell us in writing if your Home Mooring changes or if you decide to no longer have a Home Mooring.</p> | <p><del>3.2 If you do not declare a Home Mooring for the Boat, we will treat you as a Continuous Cruiser (see Condition 4 below).</del></p> <p><del>3.3 The only exceptions to the requirement to have a Home Mooring are:</del></p> <p><del>(a) if the Boat is removed from the water when it is not being used for cruising,</del></p> <p><del>(b) if you cruise continuously without staying in any one place for more than fourteen days (or less where local Trust signs indicate a shorter period).</del></p> <p><del>These requirements are further explained in Schedule 2.</del></p> <p><del>3.4 You must tell us in writing if your Home Mooring changes, or if you decide to no longer have a Home Mooring.</del></p> | <p>to 14 days (or less if local restrictions, such as at a visitor mooring, apply)</p> <ul style="list-style-type: none"> <li>• If you want to have your boat classed as one with a Home Mooring then you need to buy a mooring permit which covers the duration of your licence! Your boat licence doesn't give you any rights to moor for long-term (more than 14 days).</li> <li>• You have to tell us if your Home Mooring changes.</li> </ul> |
| <p><b>4 Continuous Cruisers</b></p> <p>4.1. You must cruise in accordance with the British Waterways Act 1995. The Guidance for Boats without a home mooring is contained in Schedule 2 and this Guidance sets out what is required to comply with the</p>  | <p><b>4 <u>Boats without a Home Mooring or 'Continuous Cruisers'</u></b></p> <p>4.1 You must cruise in accordance with the British Waterways Act 1995. The Trust's 'Guidance for Boaters without a Home Mooring' is contained in</p>   | <p>Minor changes to clause 4.1 to refer more accurately to the Guidance for Boaters without a Home Mooring.</p> <p><b>Plain English:</b><br/>We have changed the wording to make it clear</p>  |



| Original Term   | Amendments to original term  | Comments (Reasons for amendment)  |
|---|--|---|
| <p>British Waterways Act 1995.</p>  | <p>Schedule 2 and <del>this Guidance</del> sets out <del>the Trust's understanding of</del> what is required to comply with the British Waterways Act 1995</p>   | <p>that the 'Guidance for Boaters without a Home Mooring' is only our understanding of the law and explains our approach to its enforcement. Only a court can judge, in each individual case, what is actually required.</p>  |
| <p><b>5. Boat Safety and Insurance</b></p> <p>5.1 The Boat must comply with the Boat Safety Scheme requirements at all times.</p> <p>5.2 You must have in force an insurance policy for the Boat, provided by a company that is authorised and regulated by the UK Financial Services Authority, which covers third-party liabilities of at least two million pounds. The insurance must be valid for the full duration of the Licence.</p> <p>5.3 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.</p> | <p><b>5. Boat Safety and Insurance</b></p> <p>5.1 The Boat must comply with the Boat Safety Scheme requirements (<del>set out in Schedule 1 below</del>) at all times.</p> <p>5.2 You must have in force an insurance policy for the Boat, provided by a company that is authorised and regulated by the UK Financial <del>Conduct</del> Authority, which covers third-party liabilities of at least two million pounds. The insurance <del>cover</del> must be <del>valid</del> <u>maintained</u> for the full duration of the Licence. <del>Further details on insurance requirements are set out in Schedule 1 below.</del></p> <p>5.3 You agree that we may contact your insurance provider to check the validity of your policy, and <del>that you consent to</del> the insurance provider <del>may</del> <u>give</u> us such information as we may reasonably require.</p> | <p>Minor changes for clarity.</p> <p><b>Plain English:</b><br/>We have made it clear that insurance must be maintained for the full duration of the licence – we appreciate that a typical 12 month insurance policy purchased before the boat licence may run out before the licence does.</p> |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)  |
|---|---|---|
| <p><b>6. Payment</b></p> <p>6.1 The price of the Licence is published and revised each year from 1<sup>st</sup> April and you agree to pay the amount due (including, if appropriate, any late payment and/or credit card charges).</p> <p>6.2 The prompt payment rate applies for qualifying applications. The qualifying criteria are set out in Schedule 4.</p> <p>6.3 A late payment charge applies for any boat which is on the Waterway unlicensed for more than one calendar month without a valid licence. The late payment charge will be payable in addition to the licence fee, which must be appropriately backdated.</p> | <p><b>6. Payment</b></p> <p>6.1 The price of the Licence is published and revised each year from 1st April and you agree to pay the amount due (including, if appropriate, any late payment and/or credit card charges).<br/><i>Schedule 4 sets out further details on the Licence fees and payment terms.</i></p> <p>(No change to 6.2 and 6.3)</p> <p><i>6.4 If the Boat remains on the Waterway unlicensed for any period, whether following expiry of termination of the Licence, we may charge you pro rata the equivalent of the Licence fee for that period (to cover your use and occupation of the Waterway). 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.</i></p> <p><i>6.5 We may recover from you any costs, charges and/or expenses that we may incur as a result of your failure to comply with the Conditions. Examples of what we may seek to recover from you include but are not limited to:</i></p> <ul style="list-style-type: none"> <li><i>(i) legal costs</i></li> <li><i>(ii) daily charges which may be applied for</i></li> </ul> | <p>New conditions have been added, to set out in express terms what the Trust may recover in compensation or in respect of costs, charges and losses that may arise from as a consequence of a breach of the terms and conditions.</p> <p><b>Plain English:</b><br/>This section does include some new conditions.</p> <p>In a very small number of cases, for one reason or another, a boat may not be licensed. In this event, the new conditions set out the following:</p> <ul style="list-style-type: none"> <li>• we may charge the equivalent licence fee for the period a boat remains unlicensed on our waterways. For example, if a boat is unlicensed for two months before being removed from the water or relicensed then we may charge the boat owner two months' worth of licence fees.</li> </ul> <p>It'll come as no surprise that we may want to recover any costs we incur as a result of a licence condition being broken. For example, we may seek to recover legal costs or administrative charges.</p> <p>Also, if someone makes a claim against us as a result of licence conditions being breached, then</p> |



| Original Term  | Amendments to original term  | Comments (Reasons for amendment)  |
|--|--|---|
|  | <p>staying longer than the maximum time allowed at any particular location;</p> <p>(iii) other administrative charges, which are costs for our time and the costs of contractors we may instruct in enforcing the Conditions, including costs incurred for moving the Boat to a different location on the Waterway or removing the Boat from the Waterway ;</p> <p>(iv) all costs arising out of any third party claims made against us as a result of your breach of the Conditions</p>                     | <p>we may try to recover those costs as well.</p>   |
| <p><b>7. Your other obligations</b></p> <p>7.1 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 by our employees on the towpath or on the Waterway. If you do not, 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 some other way.</p> | <p><b>7. Your other obligations</b></p> <p>-7.1. 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 by our employees on the towpath or on the Waterway. If you do not, 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 some other way. <b>Any Tender must be marked with ‘Tender to (name and index number of the Boat)’</b></p> | <p>The changes to clause 7 are intended to facilitate the Trust’s management of the use of the Waterway and to ensure that there is clarity for the boater as regards what the Trust can do for this purpose. Conditions 7.8 to 7.11 are all concerned with information we must have, or be able to obtain or share with others to enable the effective management of the Waterways.</p> <p>New Conditions 7.5 and 7.12 have been added to expressly make clear limitations that apply to the boater with regard to allowing others to use the boat and transferring the licence.</p> <p>Condition 7.7 in the current terms and conditions has been moved to new Condition 7.3.</p> |





| Original Term   | Amendments to original term  | Comments (Reasons for amendment)  |
|---|--|---|
| <p>7.2 You must comply with Navigation Rules (details of which are set out in Schedule 5), relevant Acts, Bye-Laws and Regulations and follow our lawful directions, spoken or written (including signs). This includes signs that prohibit mooring or limit the period you may moor the Boat at specific locations.</p> <p>7.3 You must ensure that when the Boat is under way, there is always an adequate and competent crew in attendance.</p> <p>7.4 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.</p> <p>7.5 You must not do (or carelessly fail to do) anything which will cause damage or nuisance to us or any 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.</p> <p>7.6 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</p> | <p>7.2 You must comply with <b>Navigation Rules (details of which are set out in Schedule 5) relevant Acts, relevant legislation, bye-laws, and the navigation rules identified in Schedule 5</b>, and follow our lawful directions, spoken or written (including signs). This includes signs that prohibit mooring or limit the period you may moor the Boat at specific locations.</p> <p><b>7.3 The Boat must be fit for navigation on any Waterway where it is intended to be used.</b></p> <p><del>7.3</del> 7.4 You must ensure that when the Boat is <b>under way navigating</b> there is always <del>an adequate and competent crew in attendance</del> <b>a competent person in charge of the Boat</b></p> <p><del>7.4</del> 7.5 <b>If You may</b> give permission to any other person to use <del>the your</del> Boat <b>provided you do not do so for reward or promise of payment as this would require the Boat to have a business boat licence</b>. You must ensure that <b>any other person using the Boat is</b> aware of these <del>Licence Terms</del> <b>Conditions</b>.</p> <p><del>7.5</del> 7.6 <b>Whilst the Boat is on the Waterway</b> <del>you</del> must not do (or carelessly fail to do) <b>or permit</b> anything which will cause damage or nuisance to us or any person or their property. You accept responsibility for any such damage or nuisance</p> | <p><b>Plain English:</b><br/>This section does include some new conditions.</p> <p>All those up to and including 7.3 are existing conditions; some are just renumbered or amendments to existing ones – the meaning is the same.</p> <p>7.4 has changed slightly more. We know that there are many single-handed boaters out there so this clause now only requires a competent person rather than a crew to be in charge of the boat.</p> <p>7.5 is a new one to make sure boaters are aware that they can't let others use their boat if they receive payment 'or reward' for it. If you want to do this you'll need a business boat licence.</p> <p>7.6 isn't drastically altered either. We've added that if someone permits other occupants of the Boat, while it's on the waterway, or their visitors, to cause damage or nuisance to us or any person or their property then they must accept responsibility for it. Previously it had just been if the damage or nuisance was <i>caused</i> by the licence holder, other occupants of the boat or their</p> |



| Original Term   | Amendments to original term  | Comments (Reasons for amendment)  |
|---|--|---|
| <p>board without notice if we believe the Boat may be unsafe or if it is unidentifiable.</p> <p>7.7 The Boat must be fit for navigation on any Waterway where it is intended to be used.</p> <p>7.8 You agree that we may provide your name and address to any person (or the insurer of any person) whom 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.</p> | <p>caused <b>or permitted</b> by you, other occupants of the Boat or your visitors. You will not be held responsible for events that are outside your control <u>provided you have taken all reasonable steps to prevent such damage or nuisance.</u></p> <p><del>7.6</del> <b>7.7 You agree that:</b></p> <p><u>(i) we can board the Boat, and/or enter any land you may own or occupy which is adjacent to the Boat, in order to affix or place on the Boat, correspondence, contractual or statutory notices or court papers ; and</u></p> <p><u>(ii) we can come on board the Boat to inspect it where we need to check you meet these Conditions and we can cross the Boat for the purpose of accessing any adjacent boat that cannot otherwise reasonably be accessed from the bank.</u> <del>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.</del> <b>consider it is practical or appropriate to do so.-</b></p> <p><del>7.7 The Boat must be fit for navigation on any Waterway where it is intended to be used.</del></p> <p><del>7.8</del> You agree that we may provide <b>your relevant personal details including contact details such as</b></p> | <p>visitors.</p> <p>7.7 to 7.10 are additions or changes that we're including to help us be more efficient in the way we manage those we believe to be breaking licence conditions.</p> <p>Please note that we have always had a clause (previously 7.6) which, by agreeing to the T&amp;C's, a boater gives consent for us to board their boat for the reasons stated. All that's changed in this revision is that we have simply extended this right (7.7 ii) to allow us to cross the boat in order to reach adjacent boats.</p> <p>In particular we make it clear in clauses 7.8 to 7.10 that we may need to share information about the boat or the boater with third parties regarding any incident involving the boat, where third parties ask about the licensing status of a boat or where there is a breach of the conditions.</p> <p>7.11 This is perhaps one of the more notable changes and one which we think gives more protection to new boaters. It states that when you sell your boat, or transfer ownership, you cannot transfer the licence. The new owner will have to apply for a licence. And, until you tell us you've sold your boat, we'll assume you're still responsible for it.</p> |



| Original Term | Amendments to original term  | Comments (Reasons for amendment)  |
|---------------|--|---|
|               | <p>your name and address to any person (or the insurer of any person) <del>whom</del> who we believe has <del>an</del> <u>a reasonable</u> interest in an incident or alleged incident involving the Boat <del>and</del> <u>which will generally be the case where -for example,</u> personal injury or damage to property may have occurred.</p> <p>7.9 You agree that we may confirm to third party(s) <del>whether or not the Boat is appropriately licensed,</del> and/or whether or not you are complying with these Conditions and, if not, <del>whether we have commenced enforcement proceedings or are proposing to do so.</del></p> <p>7.10 You agree that where we believe you are failing to comply with the Conditions, we may exchange information relating to you and/or the Boat with third parties if we consider that such action is appropriate or necessary. Such circumstances may include where we exchange information with (i) any persons affected by your failure to comply with the Conditions or (ii) with persons who are assisting us in managing the situation such as contractors, mooring providers, and/or other individuals or organisations with a legitimate interest or duty in exchanging information about you.</p> <p>7.11 You must notify us in writing within 14 days</p> | <p>For a new boater this means that they will have first-hand exposure to the conditions of their licence. They'll have to fill in the application form and sign to say they've read these Terms &amp; Conditions.</p> <p>Previously, there'd been no way to ensure that a new boater has at least had the opportunity, and prompt, to read the T&amp;C's.</p> <p>We hope it will reduce the number of people who become boaters and then find they can't fulfil the obligations that go with it.</p> |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)   |
|---|---|--|
|   | <p>when you sell the Boat or transfer ownership to another person. You must tell us to whom you have sold or transferred the Boat. If you do not let us know the details of the new owner or keeper-, the Boat will remain registered in your name and you will continue to be responsible for it (including payment of future Licence fees, sums payable under Condition 6.4 and 6.5, and the costs of any related legal action).</p> <p>7.12 The Licence is personal to you. You cannot transfer the Licence to any person in any circumstances. Accordingly the Licence cannot be sold, given to anyone or be inherited by anyone.</p> |  |
| <p><b>8 Termination</b></p> <p>8.1 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.</p> <p>8.2 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</p> | <p><b>8 Termination</b></p> <p>Conditions 8.1 and 8.2 remain unchanged.</p> <p>8.3 In the case of a serious or persistent breach of these Conditions, or where we reasonably believe that the breach may endanger the health and safety of other people, we reserve the right <b>either to:</b></p> <p>a) <del>to</del> immediately suspend your Licence pending an internal investigation to determine whether the breach is capable of remedy. <del>While Whilst</del> your Licence is suspended you may not use <del>your</del> the Boat to navigate <del>the in our</del> Waterways until</p>   | <p>Condition 8.3(a) has been amended to make clear what happens to the boat during a suspension of the licence pending investigation of a breach of the terms and conditions.</p> <p>Conditions 8.4 and 8.5 expressly set out the Trust's rights to refuse the issue of licence that has been terminated.</p> <p>Condition 8.6 expressly sets out the Trust's powers to remove a boat from the Waterway on termination of the licence.</p> <p>Condition 8.7 is intended to expressly ensure that</p> |



| Original Term   | Amendments to original term  | Comments (Reasons for amendment)   |
|---|--|--|
| <p>rebate the cost of the unused part of the Licence in accordance with our Refund Terms (details of which are set out in Schedule 4) as of the date on which you have removed the Boat from our waters.</p> <p>8.3 In the case of a serious or persistent breach of these conditions, or where we reasonably believe that the breach may endanger the health and safety of other people, we reserve the right to immediately suspend your Licence pending an internal investigation to determine whether the breach is capable of remedy. If we decide that it is not capable of remedy, we may terminate your Licence without further notice. No refund will be payable. While your Licence is suspended, you must not use the Boat to navigate the Waterway.</p> <p>8.4 Once the Licence has ended, unless you re-license the Boat, you must remove it from our waters.</p> <p>8.5 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.</p> | <p><del>further notice from us and during the suspension the Boat must remain moored where specified by us unless you choose if you have not chosen or you are directed by us to remove the Boat from our Waterways; or No refund will be payable</del></p> <p>b) <del>If we decide that it is not capable of remedy</del> We may, terminate your Licence immediately if we conclude that the breach is clearly incapable of remedy.</p> <p>No refund will be payable for any period of suspension or for what would have been the remaining period of your Licence if it had not been terminated in accordance with this Condition 8.3.</p> <p><del>8.4 Once the Licence has ended, unless you re-license the Boat, you must remove it from our waters.</del></p> <p>8.4 If your Licence is terminated in accordance with this Condition 8, you agree that for the remainder of what would have been the Licence period, you will not apply for a new Licence and you will remove the Boat from our Waterways. Should you apply for a new Licence during this period, we will not consider the application.</p> <p>8.5 <del>We reserve the right to refuse to issue you</del></p> | <p>following the expiry or termination of a licence, the Trust can enforce any of its right under the licence conditions to the extent that may be necessary to ensure that it can effectively manage (following expiry or termination of the licence) any enforcement issues connected with a licence breach and rely on the remedies expressly provided in the contract.</p> <p><b>Plain English:</b><br/>The first two conditions in this section haven't changed at all. The other changes in this section are only relevant in the case of a serious or persistent breach of the conditions. They're also relevant if we believe a certain breach may endanger the health and safety of other people.</p> <p>In the event of any of the above happening then we may suspend a licence. If we do this, the boat must be left moored where we specify unless the owner chooses, or we request, to remove it from the waterway.</p> <p>We may decide that the breach can't be put right and terminate the licence with immediate effect. This happens in a small number of cases unfortunately and we won't consider any new licence applications from that owner until the original licence has expired. For example, if we chose to terminate a licence when it still had five</p> |



| Original Term | Amendments to original term  | Comments (Reasons for amendment)   |
|---------------|--|--|
|               | <p><del>with any Licence in the future</del> .You have no automatic right under these Conditions to the renewal of a Licence. We will not unreasonably refuse to renew a Licence. <del>If we do renew , we reserve the right to issue a licence subject to such additional conditions as we see fit (including issuing you with a shorter licence than you may have applied for)</del> . However, if we do refuse to issue you with a Licence, we will write and tell you why.</p> <p><del>8.6 Upon termination or expiry of your Licence, you are responsible for immediately removing the Boat from the Waterways. If you fail to remove the Boat, we may move or remove it in accordance with our statutory powers (and in some circumstances, we may have to dismantle or destroy the Boat in order to move or remove it). The Trust may recover from you any costs, charges and/or expenses, we may incur in doing so ( in accordance with Condition 6.5). The Trust will not be liable for any damage or losses you may suffer or incur as a result of our action or inaction under this Condition 8.6 .</del></p> <p><del>8.7 -Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Licence shall remain in full force</del></p> | <p>months to run then we won't process any new applications until those five months have passed. This latest version of conditions does now make it clear that there is no automatic right to renewal. Of course we won't refuse to renew a licence if there haven't been any issues!</p> <p>No refunds will be given for any period of suspension or for any remaining period left on the licence if we choose to terminate it. This only happens in a small number of cases.</p> <p>Ultimately every boat owner is responsible for their boat. On the infrequent occasions where we do terminate a licence then it's the owners responsibility to immediately remove from the waterways. If this doesn't happen we can't allow the boat just to sit there so we'll arrange for its removal and recover the costs from the owner – we won't accept liability for any damage or losses the owner occurs through our action or inactions though.</p> <p>Finally, some of the conditions in this section relate to actions we may carry out after the licence is terminated – 8.7 makes it clear that even though a licence may be terminated we can still carry out those actions, such as removing a boat from the water, as they formed part of the original agreement between the boat owner and</p> |



| Original Term  | Amendments to original term  | Comments (Reasons for amendment)  |
|--|--|---|
|  | and effect.  | us.   |
| <p><b>9. Our obligations</b></p> <p>9.1 We will do our best to keep the Waterway open for cruising. The age of the Waterway will inevitably mean occasional unforeseen failure requiring closures. Essential maintenance work may also require closures , 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 Waterway.</p> <p>9.2. 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.</p> <p>The age of the Waterway 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</p> | <p><b>9. Our obligations</b></p> <p>9.1 We will do our best to keep the Waterway open for <del>cr</del> <u>cruising navigation, but closures may be required as a result of age of the Waterway will inevitably mean</u> occasional <del>unforeseen failure events requiring closures may be required for</del> <u>unforeseen events</u> <del>Essential maintenance and repair work may also require closures but</del> <u>except in</u> 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 Waterway.</p> <p>9.2 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 9.</p> <p><del>The age of the Waterway will inevitably mean occasional unforeseen failure requiring closures. Essential maintenance work may also require closures but, except in emergencies or for other</del></p> | <p>The changes to Condition 9 are not changes of substance. The content of the old condition and the new condition is essentially the same but there is a rearrangement of the content to improve the drafting.</p> <p>We have clarified the limits of our liability at condition 9.3.</p> <p><b>Plain English:</b><br/>With the exception of one clarification, the rest of this section has only changed in its structure – we’ve tidied it up!</p> <p>The bit we’ve tried to make clearer is what you can expect us to be liable for should we have to close a waterway – it’s a very old piece of industrial heritage and it’s impossible to predict how every single bit of it will react to unforeseen events so we exclude any liability for any damages arising from a closure (except if it’s caused by our negligence and leads to personal injury or death.)</p> |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)  |
|---|---|---|
| <p>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 Waterway.</p> | <p><del>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 Waterway.</del></p> <p>9.3 We exclude any liability for any damages arising from the closure of the Waterway (save for any damages arising from personal injury or death caused by our negligence).</p> |   |
|   | <p><b>10. Variation</b></p> <p>10.1 We may from time to time review and revise the Conditions. You will be given at least one month's prior written notice of any substantive changes and we will tell you the reasons for the change. At the end of the notice period referred to above, the changes will be effective and you will be issued with the new revised Conditions that replace the previous Conditions. You will be deemed to have accepted the changes by keeping the Boat on the Waterways.</p>  | <p>Condition 10 is a new condition to provide clarity on how the licence conditions may be varied and on when variations will be effective.</p> <p><b>Plain English:</b><br/>This is a new condition and, much as we are doing now, it just sets out that we may occasionally review, and change, the conditions of a boat licence.</p> <p>We do commit to giving you at least one month's written notice and, on the date specified, the changes will take effect and we'll send you a new</p> |





| Original Term | Amendments to original term   | Comments (Reasons for amendment)   |
|---------------|---|--|
|               |   | set of Terms & Conditions.   |
|               | <p><b>11. General</b></p> <p>11.1 These Conditions are between the Trust and you. A third party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions</p> <p>11.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected.</p> <p>11.3 Omission by us to exercise any right under these Conditions will not constitute a waiver of such right unless expressly stated by us in writing.</p> <p>11.4 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.</p> <p>11.5 These Conditions are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts.</p> <p>11.6 The headings in these Conditions are for</p> | <p>Condition 11 is a new Condition containing a number of general conditions that are standard to agreements to provide for clarity on the enforceability of the terms and conditions, the relevant law applicable to the terms and conditions and on rights and remedies.</p> <p><b>Plain English:</b><br/>This is another new one that, we hope, helps boaters understand the use of the conditions. It's pretty standard stuff:</p> <ul style="list-style-type: none"> <li>• If a competent authority, such as a County Court, finds one of these conditions to be invalid then, as you may expect, the rest still apply.</li> <li>• If we don't exercise a particular right within these conditions it doesn't mean we've forgone it (unless we explicitly tell you in writing).</li> <li>• We may use other solutions and/or rights that aren't included in these conditions to remedy a situation.</li> <li>• English law governs these conditions and by agreeing to them, you submit to the exclusive jurisdiction of the English courts!</li> <li>• The headings are just to help us and you</li> </ul> |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)   |
|---|---|--|
|   | <p>convenience only and shall not affect its interpretation.</p>  | <p>navigate the various clauses. They do not affect the meaning of these conditions.</p>   |
| <p><b>Schedule 1</b></p> <p>Note: The whole schedule has not been added. Only sections relating to Insurance and boat safety standard are set out below and the changes made are indicated in the next column.</p> <p><b>Insurance Requirement</b></p> <p>You must have in force an insurance policy in the name of the licence applicant for the boat, provided by a company that is regulated by the UK Financial Conduct Authority. It must provide cover for third-party liabilities for at least two million pounds and must remain in force for the complete duration of the boat licence. You must ensure that the insurance is appropriate for the intended use of your boat.</p> <p><b>Boat Safety: Standards for Construction and Equipment</b></p> | <p><b>Insurance Requirement</b></p> <p>You must <u>satisfy us that you</u> have in force an insurance policy in the name of the licence applicant for the Boat, provided by a company that is regulated by the UK Financial Conduct Authority. It must provide cover for third-party liabilities for at least two million pounds and must remain in force for the complete duration of the Boat Licence. You must ensure that the insurance is appropriate for the intended use of the Boat.</p> <p><b>Boat Safety: Standards for Construction and Equipment</b></p> <p><b>Acceptable evidence</b> is one of the following:</p> <ul style="list-style-type: none"> <li>• a valid <del>Boat Safety Scheme Certificate</del> confirmation that the Boat complies with Boat Safety Scheme standards . This must</li> </ul> | <p>In relation to insurance requirements, the wording inserted is to highlight your obligations in relation to informing us of the insurance you have.</p> <p>Paper Boat Safety Scheme Standards are no longer issued, but CRT will still need to be given information by boaters to verify that they have met the boat safety standards.</p> <p><b>Plain English:</b></p> <p>The changes in this section won't really affect how things are being done already – they just bring the conditions in line with current practice and make things clearer.</p> <p>Boaters must satisfy us that they have insurance (and the right sort!) We do carry out insurance spot checks already and, the changes also clarify that, we do the same for boats that have declared themselves exempt from the Boat Safety Scheme (BSS). This may include inspecting the boat.</p> |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)   |
|---|---|--|
| <p><b>Acceptable evidence</b> is one of the following:</p> <ul style="list-style-type: none"> <li>• a valid Boat Safety Scheme Certificate. This must be appropriate for the purpose for which the boat is used. Please remember that any alterations, modifications or a lack of good maintenance after the date of issue of the Boat Safety Scheme Certificate may mean that the evidence of compliance is no longer valid.</li> <li>• a current Declaration of Conformity with the EU Recreational Craft Directive which shows the specification of the boat. This declaration must be less than four years old (one year for ‘sail-aways’).</li> </ul> <p>When renewing your licence, the reminder we send you shows the issue and expiry date of the evidence that we currently hold for your boat. If the evidence is still valid, you do not need to enclose it with your licence application. But if the evidence has expired, you must enclose new evidence of compliance with your application. You should keep the top copy of your certificate or declaration in a safe place and send us the blue copy or a photocopy.</p> | <p>be appropriate for the purpose for which the Boat is used. Please remember that any alterations, modifications or a lack of good maintenance <del>after the date of issue of the Boat Safety Scheme Certificate</del> may mean that the evidence of compliance is no longer valid.</p> <ul style="list-style-type: none"> <li>• a current Declaration of Conformity with the EU Recreational Craft Directive which shows the specification of the Boat. This declaration must be less than four years old (one year for ‘sail-aways’).</li> <li>• – In respect of boaters who have completed the CRT form declaring an exemption from the Boat Safety Scheme standards, we may from time to time carry out random checks and we reserve the right to inspect the Boat and/or to require further evidence or information from such boaters to validate that the exemption applies.</li> <li>• When renewing your Licence, the reminder we send you shows the issue and expiry date of the evidence that we currently hold for the Boat. If the evidence is still valid, you do not need to enclose it with your licence application. But if the evidence has expired, you must enclose new</li> </ul> | <p>On that note, and now that paper Boat Safety Certificates are no longer issued, the new conditions request confirmation that a boat complies with the BSS (ordinarily through the reference number issued by the examiner).</p> |



| Original Term   | Amendments to original term  | Comments (Reasons for amendment)  |
|---|--|---|
|   | <p>evidence of compliance with your application.<br/> <u>You should keep the top copy of your certificate or declaration in a safe place and send us the blue copy or photocopy.</u></p> <ul style="list-style-type: none"> <li>•</li> </ul>   |   |
| <p><b>Schedule 2</b><br/>           Note: The whole schedule has not been added. Only specific parts of the Schedule to which changes have been made are set out below with the changes shown in the next column.</p> <p><b>Legal Provisions and General Principles</b></p> <p>General Licence Conditions 2.1 (Mooring) explains that the maximum period that boaters can moor in one location – away from their home moorings – is 14 days. Where notices indicate a shorter period boaters must comply with these local restrictions.</p> | <p><b>A HOME MOORING</b></p> <p><del>The boat must have a home mooring (as defined in the Licence Terms and Conditions) – somewhere you can lawfully leave your boat when it is not being used for cruising</del></p> <p><u>Legal Provisions and General Principles</u></p> <p><del>General Licence Conditions 2.1 (Mooring) – explains that</del> The maximum period that boaters can moor in one location (when <u>not</u> 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</p> | <p>Changes to the section headed “Home Mooring” are consequential to the amended definition of “Home Mooring” in clause 1.5 above and the changes in clause 3 above. The small change made to the section on “Guidance to Boaters without a Home Mooring “ is for clarity.</p> <p><b>Plain English:</b><br/>           The changes in the ‘A Home Mooring’ section follow on from those in clause 1.5 above i.e. they’ve only changed to reflect the changes in either clause 1.5 or 3 (above)</p> <p>The tiny change in the ‘Guidance for Boaters without a Home Mooring’ is just to clarify that schooling and employment are not the only unacceptable reasons for staying in a neighbourhood or locality for more than 14 days!</p> |



| Original Term   | Amendments to original term  | Comments (Reasons for amendment) |
|---|--|----------------------------------|
| <p><b>A HOME MOORING</b></p> <p>The boat must have a home mooring (as defined in the Licence Terms and Conditions) - somewhere you can lawfully leave your boat when it is not being used for cruising.</p> <p>Moorings are provided by a wide choice of boatyards and boat clubs, as well as by Canal &amp; River Trust - <a href="http://www.canalrivertrust.org.uk/boating">www.canalrivertrust.org.uk/boating</a> provides a moorings search facility that includes these moorings. It also includes helpful information about getting started with boating on inland waterways.</p> <p>The only exceptions to the requirement to have a home mooring are:</p> <ul style="list-style-type: none"> <li>• If the boat is removed from the water when it is not being used for cruising.</li> <li>• The boat navigates without staying in any one place for more than fourteen days (or less where local signs indicate a shorter period). Please read our Guidance for Boaters without a Home Mooring below.</li> </ul> <p>If you own canalside property, please do not assume that you may automatically use the water-space next to your garden as a home mooring. You will need our permission and in most cases</p> | <p><b>A HOME MOORING</b></p> <p><del>The boat must have a home mooring (as defined in the Licence Terms and Conditions)- somewhere you can lawfully leave your boat when it is not being used for cruising</del></p> <p>A 'Home Mooring' is a mooring or other place which will be available throughout the period of the Licence and where we are satisfied that the Boat can reasonably be kept and may lawfully be left when not being used for cruising.</p> <p>Home Moorings are provided by a wide choice of boatyards and boat clubs, as well as by Canal &amp; River Trust - <a href="http://www.canalrivertrust.org.uk/boating">www.canalrivertrust.org.uk/boating</a> provides a moorings search facility that includes these moorings. It also includes helpful information about getting started with boating on inland waterways.</p> <p><del>The only exceptions to the requirement to have a home mooring are:</del></p> <ul style="list-style-type: none"> <li><del>• If the boat is removed from the water when it is not being used for cruising.</del></li> <li><del>• The boat navigates without staying in any one place for more than fourteen days (or less where local signs indicate a shorter period). Please read our Guidance for Boaters without</del></li> </ul> |                                  |



| Original Term  | Amendments to original term  | Comments (Reasons for amendment)   |
|--|--|--|
| <p>you will be required to pay for the use of this space. Go to <a href="http://canalrivertrust.org.uk/boating/mooring/fin ding-a-home-mooring">http://canalrivertrust.org.uk/boating/mooring/fin ding-a-home-mooring</a> for more information and an application form.</p> <p><b>GUIDANCE FOR BOATERS WITHOUT A HOME MOORING</b></p> <p>Unacceptable reasons for staying longer than 14 days in a neighbourhood or locality are a need to stay within commuting distance of a place of work or of study (e.g. a school or college).</p> | <p><del>a Home Mooring below.</del></p> <p>If you own canal side property, please do not assume that you may automatically use the water-space next to your garden as a home mooring. You will need our permission and in most cases you will be required to pay for the use of this space. Go to <a href="http://canalrivertrust.org.uk/boating/mooring/fin ding-a-home-mooring">http://canalrivertrust.org.uk/boating/mooring/fin ding-a-home-mooring</a> for more information and an application form.</p> <p><b>GUIDANCE FOR BOATERS WITHOUT A HOME MOORING</b></p> <p>Unacceptable reasons for staying longer than 14 days in a neighbourhood or locality <del>include</del> <b>are</b> a need to stay within commuting distance of a place of work or of study (e.g. a school or college).</p> |  |
| <p><b>Schedule 3</b></p> <p>Note: the whole of Schedule 3 has not been set out below. Sections where changes have been made are shown and the changes are shown in the next column.</p>  | <p>Following additions/changes included to Schedule 3:</p> <p><b>Pleasure Boat Licence, England and Wales (“standard boat licence”)</b></p> <p><i>3, 6 or 12 months, Canals &amp; Rivers / Rivers Only</i></p>   | <p>-The note added concerning the duration of licences is in line with changes that the Trust has decided to make to the duration of licences for continuous cruisers.</p> <p>The amendments made in relation to Rivers Only Licences clarify the statutory position under the</p> |



| Original Term   | Amendments to original term  | Comments (Reasons for amendment)   |
|---|--|--|
| <p><b>Pleasure Boat Licence, England and Wales (“standard boat licence”)</b><br/> <i>3, 6 or 12 months, Canals &amp; Rivers / Rivers Only</i><br/>           These are primarily for boats kept for personal use by the licence holder</p> <p><b>Canal &amp; River Trust and Environment Agency Gold Licence</b></p> <p><i>12 months beginning 1<sup>st</sup> January</i></p> <p>The Gold Licence allows you to cruise freely on EA navigations and on Trust waterways in England &amp; Wales. It is available for twelve months only, beginning on 1st January. If you already have a Canal &amp; River Trust or British Waterways 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.</p> <p>You must comply with the Conditions, Acts, Bye-Laws and that apply to whichever waterway your boat is being used on.</p> <p>Gold licences are not refundable and are only</p> | <p><b>(Note: If you are a Continuous Cruiser a Licence for 3 months is no longer available to most boaters and will only be issued by us in exceptional circumstances. Continuous Cruisers can only have 6 or 12 month licences).</b></p> <p>The Rivers Only <del>option</del> Licence is valid for “River Waterways” defined in Schedule 1 of the British Waterways Act 1971, as amended and constitutes a “pleasure boat certificate” for the purposes of that Act.</p> <p>By statute, the price of a Rivers Only Licence is fixed at 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 change.</p> <p><b>Canal &amp; River Trust and Environment Agency Gold Licence</b></p> <p><i>12 months beginning 1<sup>st</sup> January</i></p> <p>The Gold Licence allows you to cruise freely on EA navigations and on Trust Waterways in England &amp; Wales. It is available for twelve months only, beginning on 1st January. If you already have a Canal &amp; River Trust <del>British Waterways</del> licence that</p> | <p>British Waterways Act 1971.</p> <p>-The amendments made in relation to houseboat certificates are due to the fact that houseboat certificates will now be subject to separate terms and conditions which will be produced shortly.</p> <p>The other amendments shown to schedule 3 are to achieve drafting consistency with other parts of the terms and conditions.</p> <p><b>Plain English:</b></p> <p>Three month licences will no longer be generally available for those wishing to licence their boat without a Home Mooring. These will only be issued in exceptional circumstances.</p> <p>Having reviewed this carefully we do not feel that a short term licence is really appropriate for boaters without a home mooring who are intending to genuinely navigate for an extended period around the network in accordance with our Guidance for Boats without a Home Mooring.</p> <p>We have added some wording to the section on River Only Licences to make it clear that these licences effectively constitute “pleasure boat certificates” under the 1971 Act and to confirm that, (again consistent with the 1971 Act)</p> |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)  |
|---|---|---|
| <p>issued for full calendar years commencing 1<sup>st</sup> January.</p> <p><b>Short Term Licences</b></p> <p>Licences for periods of one month or less are for trailed boats and larger vessels visiting our waterways for short periods from other navigations or coastal waters. They are available for purchase online from <a href="http://canalrivertrust.org.uk/boating/licensing">http://canalrivertrust.org.uk/boating/licensing</a> . Short term licences are not available to boats floating in marinas or on moorings connected to Trust waters.</p> <p>- <b>Houseboat Certificate</b></p> <p><i>12 months, Canal &amp; Rivers</i></p> <p>If a boat is a Houseboat (see Definitions 1.4) you may purchase a Houseboat Certificate. These are only issued for boats covered by a Canal &amp; River Trust long term mooring agreement, and the Houseboat Certificate and Trust mooring agreement must run concurrently with the same expiry dates. The unexpired portion of the</p> | <p>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.</p> <p>You must comply with <del>the Conditions, Acts, Bye-Laws</del> <b>the relevant legislation, bye-laws and the navigation rules</b> that apply to whichever Waterway the Boat is being used on. Gold licences are not refundable and are only issued for full calendar years commencing 1<sup>st</sup> January.</p> <p><b>Short Term Licences</b></p> <p>Licences for periods of one month or less are for <del>trailed boats and larger vessels</del> boats visiting our Waterways for short periods from other navigations or coastal waters. They are available for purchase online from <a href="http://canalrivertrust.org.uk/boating/licensing">http://canalrivertrust.org.uk/boating/licensing</a> . Short term licences are not available to <b>Continuous Cruisers</b>, boats floating in marinas or on moorings connected to Trust Waterways.</p> | <p>although the Rivers Only Licence is not transferable, as such, if you notify us that the ownership of the Boat has changed we will issue a new Rivers Only Licence to the new owner of the Boat for the unexpired portion of the Licence, without further charge.</p> <p>There is a change that will be of interest to the small number of boat owners who have a Houseboat Certificate. The change reflects that Houseboats are different to other boats and, indeed, use the waterways in a very different way.</p> <p>Because of the many differences separate Houseboat Terms &amp; Conditions are being produced.</p> <p>We have made it clear that Short Term Licences are not available to Continuous Cruisers, for the same reasons that we will not generally be issuing 3 month licences to Continuous Cruisers.</p> |





| Original Term  | Amendments to original term  | Comments (Reasons for amendment)  |                                   |  |
|--|--|---|-----------------------------------|--|
| <p>mooring agreement may, subject to our reasonable consent, be transferred to another person when the boat is sold.</p>   | <p>- <b>Houseboat Certificate</b></p> <p>Houseboat means a boat predominantly used for a purpose other than navigation and which, if required for the purpose, has planning permission, for the site where it is moored. A houseboat may be moved provided that navigation does not become its predominant use.</p> <p>These are only issued for boats covered by a Canal and River Trust mooring agreement and the houseboat certificate and Trust mooring agreement must run concurrently with the same expiry date.</p> |   |                                   |  |
| <p><b>Schedule 4</b></p> <p>Note: only the fee discounts table in schedule 4 has been set out below to compare with changes made to the table as shown in the next column.</p> <p><b>FEE DISCOUNTS</b></p> <table border="1" data-bbox="192 1222 792 1278"> <tr> <td><b>Description and conditions</b></td> </tr> </table> | <b>Description and conditions</b>  | <p><b>Schedule 4</b></p> <p><b>FEE DISCOUNTS</b></p> <table border="1" data-bbox="819 1241 1415 1281"> <tr> <td><b>Description and conditions</b></td> </tr> </table> | <b>Description and conditions</b> | <p>The changes shown made to Schedule 4 are changes made for clarity....</p> <p><b>Plain English:</b></p> <p>The only changes, as you can see, are to make a couple of the discount descriptions clear:</p> <ul style="list-style-type: none"> <li>• For the ‘Disconnected Waterways’ discount we’ve added in that the boat must remain on the same waterway. For example, if, at some point during the next year, you want to lift your boat out of the disconnected waterway and on to the main network then you might want</li> </ul> |
| <b>Description and conditions</b>  |  |   |                                   |  |
| <b>Description and conditions</b>  |  |   |                                   |  |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)  |
|---|---|---|
| <p><b>Disconnected Waterways</b><br/>25% discount if the boat has a long term mooring, and will remain exclusively on one of the following waterways:<br/>Bridgwater &amp; Taunton, Monmouth &amp; Brecon, stretches of the Montgomery Canal not connected to the main network, River Tees.</p> | <p><b>Disconnected Waterways</b><br/>25% discount if the boat has a long term mooring, and will remain exclusively on one of the following waterways: Bridgwater &amp; Taunton, Monmouth &amp; Brecon, stretches of the Montgomery Canal not connected to the main network, River Tees.</p>   | <p>to buy a shorter term licence (with the discount) and then, when you're ready to transfer to the main network buy a full price licence – it's only fair!</p> <ul style="list-style-type: none"> <li>Clarified what we deem to be a portable powered boat by reference to the definitions of "Portable" and "Powered. Clearly, if the Boat meets the definition of "Tender" then it will not need a separate Licence at all.</li> </ul> |
| <p><b>Portable Powered boats</b><br/>50% discount providing the boat is less than 5m long, and the engine is no larger than 4bhp on canals, or 10bhp on rivers. Please note that Definition 1.9 of the Licence Terms and Conditions does not include most trailed boats.</p>                    | <p><b>Portable Powered boats</b><br/>50% discount providing the Boat is: <del>less than 5m long, and the engine is no larger than 4bhp on canals, or 10bhp on rivers.</del><br/><del>Please note that Definition 1.9 of the Licence Terms and Conditions does not include most trailed boats.—:</del><br/><del>(i) Portable</del><br/><del>(ii) Powered;</del><br/><del>(iii) not more than 5 m long;</del><br/><del>and</del><br/><del>(iv) the engine is no larger than 4bhp on canals, or 10bhp on rivers.</del></p> |   |
| <p><b>Electric Motor</b><br/>25% discount if the boat has an electric motor as its sole means of propulsion.</p>  | <p><b>Electric Motor</b><br/>25% discount if the boat has an electric motor as its sole means of propulsion.</p>  |   |
| <p><b>Qualifying historic boats</b><br/>10% discount. Please see guidance notes and application form for this discount.</p>   | <p><b>Qualifying historic boats</b><br/>10% discount. Please see guidance notes and application form for this discount.</p>   |   |



| Original Term  | Amendments to original term  | Comments (Reasons for amendment)  |
|--|--|---|
| <p><b>Unpowered Butty</b><br/>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.</p>   | <p><b>Unpowered Butty</b><br/>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.</p>   |   |
| <p><b>Schedule 4 (Continued)</b></p> <p><u>Note: The following section in the 'Change of Details' section in schedule 4 is shown in the next column as deleted from the schedule.</u></p> <p><b>Change of Details.</b><br/>:</p> <p>If you do not require a refund then we can transfer your licence to a new owner at no extra charge, providing the licence is fully paid and you give us the address of the new owner. In addition, please note that a licence being paid for by Direct Debit</p> | <p><b>Schedule 4 (Continued)</b></p> <p><b>Change of Details.</b></p> <p><del>-If you do not require a refund then we can transfer your licence to a new owner at no extra charge, providing the licence is fully paid and you give us the address of the new owner. In addition, please note that a licence being paid for by Direct Debit instalments is not transferable if you sell your boat.</del></p> | <p>The changes shown made to Schedule 4 are changes made for clarity.</p> <p><b>Plain English:</b><br/>In this section the only change is the removal of the part that refers to transferring a licence to someone else. We've taken it out because licences can be no longer be transferred to another person (see section 7 above).</p> |



| Original Term   | Amendments to original term   | Comments (Reasons for amendment)  |
|---|---|---|
| <p>instalments is not transferable if you sell your boat. If you pay for your licence by Direct Debit, then you have the following two options:</p> <ol style="list-style-type: none"> <li>1. to pay the remaining outstanding balance so that it becomes a fully paid licence. We will then transfer it to the new owner on your instructions.</li> <li>2. to return the licence to us for a refund, if appropriate, calculated as above. Note that you might still owe us money.</li> </ol> <p>Generally, the shorter the length of time left before the licence expires, the more advantageous it will be for you and the new owner to take option 1.</p> <p>Please note that 3 month standard pleasure boat licences and houseboat certificates, Gold licences and short term licences are non-refundable..</p> | <p><del>If you pay for your licence by Direct Debit, then you have the following two options:</del></p> <ol style="list-style-type: none"> <li>1. <del>to pay the remaining outstanding balance so that it becomes a fully paid licence. We will then transfer it to the new owner on your instructions.</del></li> <li>2. <del>to return the licence to us for a refund, if appropriate, calculated as above. Note that you might still owe us money.</del></li> </ol> <p><del>Generally, the shorter the length of time left before the licence expires, the more advantageous it will be for you and the new owner to take option 1.</del></p> <p><del>Please note that 3 month standard pleasure boat licences and houseboat certificates, Gold licences and short term licences are non-refundable..</del></p> |   |
| <p><b>Schedule 5</b></p> <p>Note, paragraph 4 of Schedule 5 is set out below as it is amended as shown in the next column:</p> <ol style="list-style-type: none"> <li>4. Whilst the Boat is on the Waterway, you must not: ...</li> </ol>   | <p><b>Schedule 5</b></p> <p>Note, paragraph 4 of Schedule 5 is set out below as it is amended as shown in the next column:</p> <ol style="list-style-type: none"> <li>4. Whilst the Boat is on the Waterway, you must <del>not</del> behave considerately towards others (boaters and non-boaters alike) and in particular you must not:...</li> </ol>  | <p>The amendment clarifies that boaters should behave considerately to Boaters as well as non-boaters .</p> <p><b>Plain English:</b><br/>We like to think that this will go without saying but for everyone’s peace of mind we’ve changed this section so that it’s explicitly clear that considerate behaviour is extended to boaters and non-boaters alike!</p> |



Canal &  
River Trust

| Original Term | Amendments to original term | Comments (Reasons for amendment) |
|---------------|-----------------------------|----------------------------------|
|               |                             |                                  |