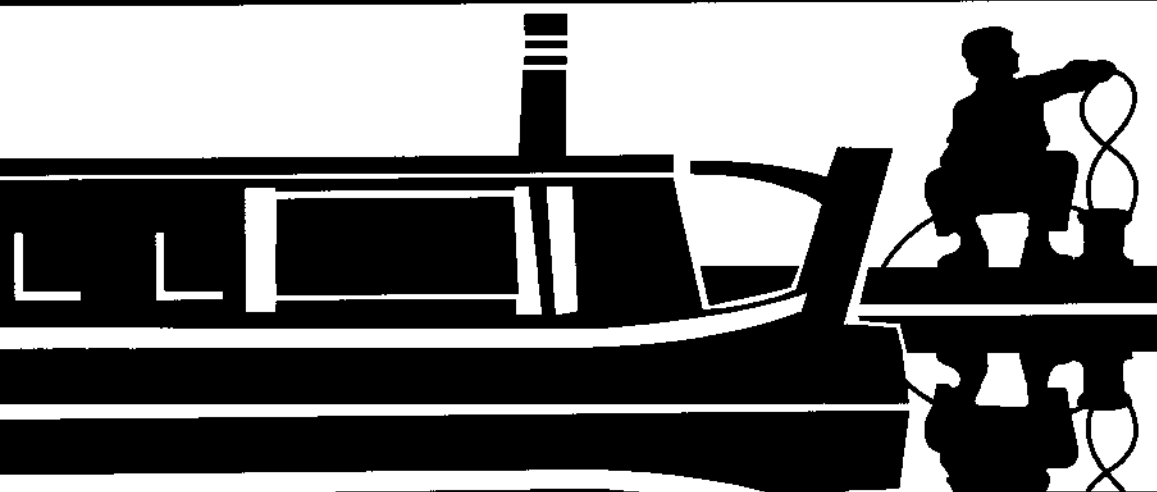


*Boat Licence &
Permit Conditions*



Contents

Introduction	3	Section 2	
Section 1		Mooring Permit Conditions	8
Licence Conditions	3	Definitions	8
Licences subject to conditions	3	General	8
Definitions	3	How the agreement can be ended	8
General	4	What you agree to do	9
What the licence allows you to do	4	What you agree we can do	9
Your obligations	4	What we agree to do	10
Our obligations	4		
Fees, payment and rebates	5	Section 3	
Changes of details, lost licences and special conditions	5	Licence & Mooring Rebate Conditions	10
How the licence may end and what happens then	5	Pleasure boat licences, portable boat licences, low intensity trading licences	10
Licence types	5	Rebate	10
Private Licences	5	Houseboat Certificates	10
<i>Pleasure Boat Licence</i>	5	Hire boat licences and multi-user licences	10
<i>Houseboat Certificate</i>	5	Mooring permits	11
<i>Portable Boat Licence</i>	5	General	11
Business licences	6		
<i>Hire Boat Licence</i>	6	Section 4	
<i>Hire Day Boats</i>	6	Mooring and continuous cruising under the British Waterways Act 1995	11
<i>Multi-User Boat</i>	6	Mooring	11
<i>Low Intensity Trading Licence</i>	7	Continuous cruising	11
<i>High Intensity Trading Licence</i>	7		
<i>Commercial Vessel (cargo carrying)</i>	7	Section 5a	
<i>Workboat</i>	7	Licence availability	12
Direct debit conditions	7		
General	7	Section 5b	
Payments over £100 for licences valid for 12 months	7	Low Intensity Trading Licence Areas excluded for trading	14
Prompt payment discounted fee	8		
Handling charges	8	Complaints Procedure	15
Need for application form	8		
Dates for collection	8	Listing of Tunnels	Back Cover
Missed payments and cancellation of Direct Debit	8		
Selling the Boat before all payments have been collected	8		
Right to refuse payment	8		
Direct Debits for more than one licence or permit	8		

IMPORTANT

You should make sure you read and understand the conditions in this booklet. They will form a legally binding agreement between us if we sell you a licence. Please keep this booklet in a safe place. If there is anything you do not understand please call Customer Services on 01923 20 11 20

DATA PROTECTION ACT 1984

We may disclose your personal information held on our Craft Licensing Database according to the terms of our Data Protection Act registration.

Introduction

To keep and use a boat on any of British Waterways' waterways you must always display a valid licence on it.

Our service to you

We do our best to provide a good service. We would like to hear when we have pleased you. It helps us do the same for others.

The British Waterways Act 1995

Under this Act, before we will issue a licence for the Boat, you will need to satisfy us that, at the date your licence is due to start:

- the Boat complies with the Boat Safety Scheme standards and the Boat has a Boat Safety Certificate (or Certificate of Compliance) by the dates which appear in the Boat Safety Scheme booklet; **and**
- you have an insurance policy for the Boat which covers at least third-party liabilities of at least £1,000,000 by the same dates mentioned above; **and**
- you have a place where you can reasonably keep the Boat and where you may lawfully leave it (see Section 4 for definitions); **or**
- you use the Boat continuously for cruising (see Section 4 for definitions).

These conditions are necessary to protect third parties and help us manage the waterways well for the benefit of all our users. Please let us know if you see a boat that you think is dangerous or if you witness a dangerous incident.

The Boat Safety Certificate shows that, at the time of the examination, the boat satisfied the Boat Safety Scheme standards. Each boat owner is responsible for making sure that the boat is maintained so that it continues to meet the standards. You should not, therefore, regard the Boat Safety Certificate as evidence of the boat's condition at any other time. Any alterations, modifications or a lack of good maintenance after the date of issue may mean the certificate is not valid. We strongly advise boat buyers to satisfy themselves that the boat meets the standards before committing themselves to buy. They should seek professional help where necessary.

The Act allows us to withdraw your licence if you stop meeting any of these conditions. If you would like further details about what these requirements mean then please contact Customer Services.

Essential equipment

We strongly recommend that while the Boat is in use, where it is appropriate for the waterways

you are using, you keep in good condition on the Boat:

- a lifebuoy which meets Department of Transport standards;
- a way of getting on and off the boat that people can safely use;
- a shaft or boathook that is strong enough and long enough for the waterways where you use the Boat;
- enough mooring ropes of appropriate length and strength;
- at least two mooring stakes or pins and a hammer for driving them in;
- where the Boat is used on rivers, an anchor and chain or rope of adequate length and strength;
- an adequate first aid kit.

Safety and other information

The waterways that you use can be dangerous places. The waterways and the structures that support navigation were mostly designed and built for industrial use two hundred years ago. The safety of our users and staff is of paramount importance to us and we do our best to make the system as safe as possible. It is, however, impossible for us to adapt them to make them completely safe without ruining what we seek to conserve. As a result, there are inherent risks for those that use them.

For the safety of all those who use the waterways and those who work or live on or near them it is essential that you and your crew:

- are aware of the possible dangers; and
- act in a way which minimises the risk of harm to yourselves and others.

We strongly recommend you read and use our Waterways Code for Boaters, especially if you are new to boating. We publish other Codes which give you information about local waterways. If you would like a copy of any Code, or information about getting a licence or how to contact us please contact our Customer Services team at the address below.

You may sometimes feel we have done something wrong. We will do our best to resolve the problem quickly and amicably. If you do want to make a complaint, please read our complaints procedure which we have printed on page 15.

Boats carrying more than 12 passengers

These boats need to have a Passenger Vessel Certificate issued by the Department of Transport's Marine Safety Agency.

Section 1

Licence Conditions

Licences subject to conditions

We issue licences subject to the following Conditions. Pleasure Boat Certificates (River Registration Certificates) only are subject to the British Waterways Acts of 1971 and 1995, Bye-Laws and other law. These conditions are, therefore, only a guide to the statutory requirements. They represent good practice and we expect river users to comply with them.

These conditions are effective from 1 January 1998 and apply to licences issued for England & Wales only.

Definitions

1 'The Boat' means the boat named in Section 2 of your Application or Renewal whose name and index number will appear on the licence disc. For Boats with licences which allow the use of the Boat on rivers only 'the Boat' includes any Tender to the Boat.

2 '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]'.
Boat].

3 'You, your, yours' includes the person described in Section 3 of the Application or Renewal as the Owner and includes an employee of the owner or a person in charge of the Boat with the Owner's permission.

4 'We, us, our' means British Waterways and any employee or other person approved by British Waterways to act for it.

5 'Waterway' means any waterway or land owned or managed by us, and includes any navigable branches or arms, marinas, docks or basins.

6 'River waterway' means any waterway which appears in Schedule 1 of the British Waterways Act 1971, as amended. These waterways are marked in Section 5a of this booklet as available to 'river use' only licences. In these conditions, where appropriate, 'licence' includes a Pleasure Boat Certificate ('River Registration Certificate') issued for the registration of the Boat on a river waterway.

General

What the licence allows you to do

7 The licence allows you to keep and use the Boat on the waterways described in section 5a of this booklet as available for your type of licence. We describe the different types of licence on pages 5 to 7 of these conditions.

8 The licence does not allow you to moor your boat in any waterway except for short periods ancillary to cruising. If you wish to moor to, on or over British Waterways' land or water, you will need a Mooring Permit. The licence does not give a right to moor that is enough to comply with the requirement in the British Waterways Act 1995 for the Boat to have a mooring.

9 The licence may allow you to use the Boat on certain inland waterways managed by other navigation authorities free or at concessionary rates for limited periods of time. Details are available from Customer Services. You agree to comply with the conditions, Acts, Bye-Laws and Regulations that apply to boats on these other waterways when the Boat is used on them.

10 The licence allows you to use the Boat for towing another boat (for example, an unpowered butty or

another boat that has broken down) as long as you are not doing it for reward or a promise of payment.

11 The licence gives you the right to have cycle permits free of charge for you and your crew to use. Please contact Customer Services for details.

Your obligations

12 You agree to be responsible for all costs you incur to make sure the Boat:

- complies with the Boat Safety Scheme standards; and
- is issued with a Boat Safety Certificate.

13 You agree to comply with:

- any relevant Acts, Bye-Laws and Regulations; and
- any of our lawful directions, spoken or written (including signs).

14 The licence does not give you any priority of passage on any waterway. You agree to follow the directions of local staff who may decide what boats have priority.

15 You agree to be responsible for any damage or difficulty caused by you or the Boat which is caused by anything you have carelessly done or not done. You will not be responsible for events that are outside your control.

16 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.

17 You agree to pay all rates, taxes, assessments and outgoings for the Boat or its mooring.

18 You agree to share locks up to their capacity. There is no right to the exclusive use of a lock.

19 You agree not to use any electricity generator, including the Boat's engine, at any official British Waterways mooring, including signed visitor moorings, between 8:00 p.m. and 8:00 am where this may cause nuisance to your neighbours on land and water. We do not intend this condition to stop you moving your boat from the mooring.

20 You agree not to do anything at any mooring which will cause damage or nuisance to any other person or their property.

21 You agree not to:

- discharge anything into the waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers on board the Boat; or
- take water from the waterway except for cooling the engine of the Boat; or
- put or store anything on our towing-paths or land; or
- take a vehicle on to our towing-paths or land or park on them unless we have already given our permission.

22 You agree to:

- keep the outside of the Boat in reasonable repair; and
- repair it as soon as reasonably possible if it has been damaged.

Our obligations

23 We will do our best to keep the waterways open for cruising. We will try to arrange our essential maintenance work to cause you the least disruption. The age of the waterways inevitably leads to their occasional failure. We do not, therefore, accept liability if you are unable to cruise in these circumstances. We will only rebate licence fees according to our Licence and Mooring Rebate Conditions.

Fees, payment and rebates

24 You agree to pay the fee for the length of the Boat set out in our current list of fees. The fees include VAT.

25 We give the following discounts on the full fee. We apply the discounts sequentially.

- 10% prompt application. Where we receive the prompt payment fee due (plus any Direct Debit surcharge), or an agreement to pay this amount, with your application by the date the licence is to start.
- 25% electric boat. Where the Boat is powered by a permanently fitted inboard electric motor.
- 10% historic boat. Where we accept the Boat was built before 1948, has some relevance to inland waterway heritage and is in a well maintained condition. You can obtain more details from your local waterway manager.

26 If you want a rebate we will give you one under our Licence and Mooring Rebate Conditions in Section 3 of this booklet. We do not give rebates on high intensity trading licences, cargo carrying licences or workboat licences.

Changes of details, lost licences and special conditions

27 If you change the name of the Boat, or if your address changes, or if you sell or give the Boat to someone else you must let us know in writing. You should include details of any changed names, addresses or telephone numbers. You cannot transfer the licence to another boat.

28 If you lose your licence we will issue a copy. We may charge you a small administrative fee to cover our costs.

29 We reserve the right to issue any licences subject to extra conditions that we think are reasonable. We will tell you what these conditions are in writing before we issue the licence.

How the licence may end and what happens then

30 We will write and tell you if we think you have broken these conditions.

When we write we will:

- explain how we think you have broken these conditions;
- explain how we think you can put things right; and
- tell you how long you have to put things right. This time will be at least 28 days or a longer time if it is reasonable. We may extend the time if you write to us and explain why you need the extra time.

If you do not put things right within the time we have given you the licence will end and you must remove the Boat from our waters. We will rebate the cost of the unused part of the licence in accordance with our Licence & Mooring Rebate Conditions in Section 3.

31 Once this licence has ended, unless you relicence the Boat, you must remove the Boat from our waters. If you do not, we have powers to remove the Boat ourselves and to charge you for the costs we incur in doing this. If we have ended the licence after notice under the last condition you will not be able to relicence the Boat until you put things right.

32 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.

Licence types

We issue each type of licence subject to the relevant conditions below in addition to the general conditions above.

You may wish to use the Boat in ways that mean we would need to issue more than one licence type. In these cases we will agree with you what the main use of the Boat is and issue a licence for this use. We will write and confirm which

other purposes you are allowed to use the Boat for and what extra conditions or fees, if any, we may want.

Private Licences Pleasure Boat Licence

33 This licence allows you to use the Boat as a pleasure boat. You must not use it:

- for hire or reward or a promise of payment;
- for carrying passengers for a payment;
- for carrying goods;
- as a tug or other workboat.

34 Where this licence is a river only licence it allows the use of the Boat only on the river waterways.

Houseboat Certificate

35 This licence allows you to use the Boat as a houseboat as defined in Section 3 of the British Waterways Act 1971. We issue these certificates for boats not normally used for cruising which are moored on sites with planning permission for residential use. We issue them subject to different conditions and you should contact your local waterway office for a copy. If you use the Boat for cruising you must comply with the conditions in this booklet.

Portable Boat Licence

36 This licence allows you to use the Boat as a pleasure boat without using locks where:

- if the Boat is powered (4 bhp or less on canals and 10 bhp or less on rivers) it is less than 5 metres long; **or**
- if the Boat is unpowered it is of any length; **and, in either case:**
 - you and the Boat's normal crew can, without mechanical help:
 - take the Boat out of the water; **and**
 - carry the Boat round the lock or locks; **and**
 - refloat the Boat on the water.

37 Examples could be: rowing boats, dinghies, canoes or inflatable boats with outboard engines.

Business licences

Hire Boat Licence

38 This licence allows the use of the Boat for hire or reward or a promise of payment, or for carrying passengers for a payment. This includes boats used as trip boats and restaurant boats where the turnover is less than an amount which we will specify in January each year. For trip boats and restaurant boats only, where the turnover is greater than this amount, you will need a high intensity trading licence.

39 You will keep in good condition on the Boat while it is in use:

- a lifebuoy which meets Department of Transport standards;
- a way of getting on and off the boat that people can safely use;
- a shaft or boathook that is strong enough and long enough for the waterways where you use the Boat;
- enough mooring ropes of appropriate length and strength;
- at least two mooring stakes or pins and a hammer for driving them in;
- where the Boat is used on rivers, an anchor and chain or rope of adequate length and strength;
- an adequate first aid kit.

40 Each time you use the Boat or let it out you agree to ensure the user and at least one other member of the user's party are:

- competent to navigate the Boat safely on the waterways they intend to use;
- told (and, where practical, shown) how to use locks and bridges safely and properly. You should warn them about the potential dangers of not following these instructions. You should warn them to stand clear of all moving parts, including the decks of bridges. You should warn steerers to watch out for low headroom and overhang;
- aware where the safety equipment is on the Boat and how to use it.

41 You must only use the Boat from premises which, the local waterway manager thinks:

- are clean and tidy;
- have facilities to service the Boat between hires.

These must include:

- car parking for hirers;
- systems for the disposal of sewage from the Boat;
- drinking-water supply to refill the Boat;
- covered refuse disposal bins;
- a mooring berth which gives safe entry and exit to and from the Boat.

42 Between hires you must:

- check the Boat for damage;
- adequately clean it;
- check gas bottles;
- clean or replace laundry or linen where you supply it;
- check and replace where necessary the contents of the first aid kit;
- service and run engines including checking fluid levels;
- dispose of sewage and service sanitary appliances;
- ensure all equipment is working and clean.

43 The Boat must have on board a clearly marked and easily accessible set of documents containing up-to-date:

- safety advice (including British Waterways' Waterways Code for Boaters booklet);
- instructions how to use the Boat and its equipment;
- daily maintenance instructions;
- guidance on navigation;
- emergency contact details.

44 You must ensure that you have a method for hirers to contact you 24 hours a day, including a facility to take messages, if a breakdown or emergency occurs that affects them. You must respond within a reasonable time.

45 You must maintain a log of all breakdown or emergency calls.

46 You must offer the hirer, and everyone in the hirer's party, free use of properly maintained buoyancy aids or lifejackets.

47 You must keep a record for the Boat of your inspections of it and its equipment or gear. You must also keep a record of any work to maintain or

repair the Boat since we last issued a licence for it.

48 If you need any other licences or permissions from us or anyone else (including a Passenger Vessel Certificate from the Department of Transport), you must get these before you use the Boat.

Hire Day Boats

49 A hire day boat licence allows the use of the Boat for hire or reward or a promise of payment, or for carrying passengers for a payment where the Boat is:

- up to 10 metres long;
- only let for hire for periods of up to 24 hours; and
- not used as overnight accommodation.

50 Hire Boat Licence conditions 39, 40, 43 and 46 also apply to this licence.

Multi-User Boat

51 A multi-user licence allows the use of the Boat as a pleasure boat when it is operated by or on behalf of a limited and identifiable group or class of individuals.

52 Examples of a multi-user boat could be:

- a boat operated under a time-share agreement;
- a boat used by a group under an informal time share arrangement;
- a boat owned by a social club for the use of its members only;
- or a boat operated by a local authority for people with disabilities in its area.

53 Hire Boat Licence conditions 39, 40, 43 and 46 also apply to this licence.

54 The concessionary rate is available to multi-user boats operated:

- for educational purposes by an organisation not operating for profit as a business; **or**
- by registered charities for charitable purposes for the disadvantaged or people with disabilities; **and**
- the Boat is used only by the limited and identifiable class of individuals the Boat is intended to benefit; **and**
- any charge for the use of the Boat is nominal to cover the costs of the trip.

Prompt payment discounted fee

71 If we receive your Direct Debit Instruction and Application or Renewal Form before the start date of the licence, you pay only the prompt payment discounted fee plus the appropriate handling charge described below.

Handling charges

72 If you agree to pay by five consecutive monthly payments, we add a 5% handling charge to the fee or to the prompt payment discounted fee, whichever applies.

If you agree to pay by 10 consecutive monthly payments we add an 8% handling charge in the same way.

No handling charge is added if you agree to pay the fee in full as a single payment.

Need for application form

73 We cannot collect payments from your account unless we receive a signed Application or Renewal Form.

Dates for collection

74 We can collect payments only on the 1st of the month or, if this falls on a weekend or Bank holiday, on the first working day after. The first payment will be collected a month after the licence starts. For example: licence starts on 1st April; first payment collected 1st May. We will notify you of payment dates in advance when we send your licence.

Missed payments and cancellation of Direct Debit

75 If we cannot take a payment because of insufficient funds in your account, we will add it to your next payment for collection. If this second payment is missed we will automatically cancel your Direct Debit

and all outstanding amounts become due (see condition 77).

76 If you want to cancel a Direct Debit or change any of the Bank or Building Society details, you must send written notification to your Bank or Building Society and our Treasury Department. If you cancel a direct debit all outstanding amounts become due (see condition 77).

77 If your Direct Debit is cancelled, you must pay the full balance within 7 days. If we do not receive this balance, your licence may be cancelled and action taken to recover the debt.

Selling the Boat before all payments have been collected

78 If you sell the Boat with a valid licence before all payments have been collected, you must pay any outstanding balance in full. Unless we receive full payment, action will be taken to recover the money from you. However, you may return your licence to us and apply for a refund under our Licence and Mooring Rebate Conditions.

Right to refuse payment

79 If any of these conditions is not fulfilled, we have the right to refuse payments by Direct Debit in the future.

Direct Debits for more than one licence or permit

80 You can pay by Direct Debit for more than one licence or permit as long as all the payments are from the same account.

Section 2

Mooring Permit Conditions

You need a mooring permit from us if you wish to moor at one of our sites. These sites range from fully serviced sites to, so called, 'end of garden' or offside sites. Please contact Customer Services for more details.

We issue mooring permits subject to the following conditions. These conditions are national conditions. Other local conditions may apply in addition to or instead of these conditions. The waterway manager responsible for your mooring will supply you with written conditions if they are different from these conditions.

Definitions

1 The definitions in conditions 1 to 6 of the Licence conditions apply.

General

2 You must comply with the licence conditions in Section 1 relevant to the Boat at all times.

3 As long as you comply with these conditions you have the right to moor the Boat at the mooring described in section 6 of the application form.

4 The mooring permit does not give you the right to a specific berth unless we specifically agree so. You agree we may change your exact position on the mooring to make sure we can arrange boats in the best order.

5 The mooring permit will last for the length of time specified in Section 6 of the application form unless ended earlier as we have agreed in paragraphs 5 and 6.

How the agreement can be ended

6 **If you want to leave the mooring and not come back you must give us one month's written notice.** We will

make a rebate of the cost of your mooring permit in accordance with our Licence and Mooring Rebate Conditions in section 3 of this booklet.

7 We will write and tell you if we think you have broken these conditions.

When we write we will:

- explain how we think you have broken these conditions;
- explain how we think you can put things right; and
- tell you how long you have to put things right. This time will be at least 28 days or a longer time if it is reasonable. We may extend the time if you write to us and explain why you need the extra time.

If you do not put things right within the time we have given you, your mooring permit will end and you must leave the mooring. Please remember, to get and keep a licence you need to show us:

- you have a place where you can reasonably keep the Boat and where you may lawfully leave it (see Section 4 for definitions); **or**
- you use the Boat continuously for cruising (see Section 4 for definitions).

What you agree to do

8 To be responsible for paying council tax (if applicable) and all gas, electricity and other services used by you at the mooring.

9 To comply with the conditions of any planning permission for the mooring.

10 To comply with any relevant laws, Bye-Laws or Regulations.

11 Not to use the Boat for business purposes without our agreement in writing.

12 To ensure that there is always a valid mooring permit and boat licence displayed on the Boat where it can easily be seen.

13 To make sure that you lock any security gates at the mooring after you have used them.

14 Not to hang or place anything on any parts of the mooring (not including the Boat) unless we agree to it.

15 Not to alter or add to or deface the mooring in any way.

16 To make sure the Boat is moored safely. You will make sure that there are mooring ropes at the front and the back and that they are properly attached to bollards, mooring rings, or mooring pins or stakes.

17 To be responsible for any damage or nuisance caused by other occupants of the Boat or your visitors.

18 To dispose of your rubbish so that it does not become a risk to the health or safety of any person, or animal or property.

19 Not to light fires at the mooring unless you have first obtained permission from us.

20 Only to keep domestic pets at the mooring. To clear up their mess. To keep them under proper control and ensure they cause no nuisance to your neighbours.

21 To be responsible for any damage or difficulty caused by you or the Boat which is caused by anything you have carelessly done or not done. You will not be responsible for events that are outside your control.

22 Where provided at your mooring:

- only to park your motor vehicle(s) in any space(s) allocated to you;
- not to obstruct any emergency access roads, service roads or service areas at the mooring;
- to make sure your visitors only park their motor vehicles in any spaces allocated for them and to

make sure that they do not obstruct emergency access roads, service roads or service areas at the mooring.

23 To keep the outside of the Boat in reasonable repair.

24 To keep the area around the Boat clean and tidy.

25 To let us know if you notice any defects in the mooring or the adjoining waterway or premises.

26 To let us have the mooring back in a clean and tidy condition. You must remove the Boat when this agreement ends.

27 Where you have a specific berth, not to rent out your mooring to anyone else or allow any other people use of your mooring for longer than 21 days continuously in any 3 month period.

What you agree we can do

28 We can go on the mooring at all reasonable times to inspect the mooring for defects.

29 We can go on the mooring to do works and repairs. We will give you 14 days' notice in writing of our intention to do the works and tell you what works we plan to do. If there is an emergency we may do the works without giving you notice. In that case, we will write to you as soon as practical to tell you what the emergency was and what works we have done.

30 We can move the Boat if we need to do any work on or near the mooring or to fit other boats into the mooring. We will give you 14 days' notice in writing unless there is an emergency. If we do need to move the Boat we will provide you with an alternative mooring. When we move the Boat to do work we will put the Boat back as soon as possible after

the work is finished. If you reasonably incur any costs or expenses because we have moved the Boat we will refund them.

31 We can alter or add to the services and facilities provided. We will consult you about changes we propose to make. Before we make any changes we will give you reasonable notice.

32 If the Boat breaks loose from its moorings we may re-moor it. You will be responsible for any damage caused to the Boat or caused by the Boat however this happens except for damage caused by anything we have carelessly done or not done while re-moorings the Boat.

What we agree to do

33 We will keep the services and facilities we provide at the mooring clean and repaired. We will replace any equipment that has broken down that cannot be repaired. We will not be breaking these conditions if the services and facilities temporarily fail or fail for reasons we cannot control.

34 We will comply with the price control regulations for Landlords set by the gas, water, electricity and telecommunications regulatory bodies. We will write and tell you in advance of any changes to the price for these utilities.

Section 3

Licence & Mooring Rebate Conditions

Pleasure boat licences, portable boat licences, low intensity trading licences

1 Boats use the waterways most during the six months from April to September. We incur the costs of running and maintaining them throughout the year. We therefore charge more for licences for shorter periods than would be the case if we just divided the cost of the annual licence into 12 equal monthly parts. We make the rebates at the same rate as the cost of these shorter licences.

Rebate

2 The rebate amount will be the fee paid multiplied by the proper percentage in the table below.

If you apply for your rebate:	Length of licence		
	12 MONTHS	6 MONTHS	3 MONTHS
before the start date	100%	100%	100%
before the end of 1 month	80%	77%	67%
before the end of 2 months	60%	53%	34%
before the end of 3 months	40%	30%	0%
before the end of 4 months	32%	6%	
before the end of 5 months	24%	0%	
before the end of 6 months	15%		
before the end of 7 months	0%		

3 We will calculate the amount of the licence that is left from the date that we receive the licence.

4 We do not give rebates for licences that are shorter than 3 months.

5 You must remove any boat without a licence from our waterways.

6 Where you sell your boat we will only give a rebate where you write to us to tell us about the sale and the new owner relicenses the boat. As an alternative, you can sell on the licence to the new owner and write to us with the transfer details.

7 You will stay responsible for any Direct Debit payments for the licence that are still due even if you have sold on or transferred the licence to someone else.

Houseboat Certificates

8 We will rebate houseboat certificates at the rate of one twelfth of the cost of the annual certificate for each unused whole month. For example, if we issued a houseboat certificate three and a half months ago you would be able to get a rebate for eight months.

9 We will calculate the amount of the licence that is left from the date that we receive the licence.

10 You must remove any houseboat without a certificate from our waterways or relicense it.

11 If you wish to sell your houseboat you should make sure you read the conditions in your houseboat agreement.

12 You will stay responsible for any Direct Debit payments for the houseboat certificate that are still due even if you have sold on or transferred the certificate to someone else.

Hire Boat Licences and Multi-User Licences

13 Where you sell the Boat to a person who needs a private pleasure boat licence, not a business hire licence, if you send to us:

- your business hire licence; and
- the full name, address (including postcode) and telephone number of the new owner of the Boat and the new name (if any) of the Boat,

we will send a new private pleasure boat licence to the new owner free. The new licence will expire on the same date as printed on the business hire licence you surrender.

14 Alternatively, where you replace the Boat we will credit the cost of a licence for the new hire boat. We will calculate the credit at the rate of one twelfth of the cost of the licence for the old hire boat for each unused whole month. For example, if we had issued your business hire boat licence six and a half months ago you would get a credit for five month's worth of the old licence taken off the cost of your new licence. The start date of the new licence must be immediately after the date you give up the old licence. The replacement hire boat must comply with the licence conditions. You must remove the replaced boat from our waterways or ensure that you get an appropriate licence for it if you do not sell it.

15 We will calculate the amount of the licence that is left from the date that we receive the licence.

16 You will stay responsible for any Direct Debit payments for the business hire boat licence that are still due.

Mooring permits

17 We will make a rebate for mooring permits where:

- you give the waterway manager one month's written notice of your wish to leave the mooring; and
- your boat leaves the mooring before the notice expires; and
- you return the mooring permit to us when your boat leaves the mooring.

18 We will rebate mooring permits at the rate of:

- one twelfth of the cost of the annual permit;
- one ninth of the cost of the nine month permit;
- one sixth of the cost of the six month permit;
- one third of the cost of the three month permit;

for each whole month of the permit that you have not used.

19 For example, if you have an annual mooring permit and you give notice that you want to leave three and a half months after it started, you would be able to get a rebate for eight months' worth.

20 We will calculate the amount of the permit that is left from the latest date of either the date the notice expires or the date we receive the permit.

21 You will stay responsible for any Direct Debit payments for the mooring permit that are still due.

General

22 We make all rebates free.

23 We will not make rebates of £5 or less.

24 We do not make rebates for high intensity trading licences or cargo carrying licences or workboat licences.

25 If you would like more information please contact Customer Services on 01923 20 11 20.

Section 4

Mooring and continuous cruising under the British Waterways Act 1995

Mooring

We interpret 'A mooring or other place where vessels can reasonably be kept and may lawfully be left' in the following ways.

- A mooring not on the main line of a canal or river within a boatyard, marina, lay-by or similar off-line facility.
- A mooring on the main line of the canal which is provided by us (or our authorised lease holder or operator) including offside and so called 'end of garden' moorings.
- A riverbank mooring which is not in the ownership of British Waterways and which does not:
 - ◆ infringe any Bye-Law or similar Regulation;
 - ◆ prejudice the safety or amenity of people using the waterway;
 - ◆ create navigational problems; or
 - ◆ impede or restrict our day-to-day management of the waterway.
- Any other place off our property which you can reasonably use to keep the Boat.

In each case above, you need to have the legal right to leave your boat at the mooring or other place where you keep it.

Continuous cruising

You need to be using the Boat genuinely for continuously cruising around the waterway system.

Section 5a - Licence availability

The table below shows by a tick which waterways you can use with each type of licence. These waterways may not always be open for cruising. To check contact Customer Services, the local waterway office, or call Canalphone North on 01923 201401 or Canalphone South on 01923 201402.

	Canal and River Use	Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low Intensity Trading Licence	High Intensity Trading Licence	River Use Only	Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low Intensity Trading Licence	High Intensity Trading Licence	Workboat	Cargo Carrying	Houseboat Certificate
North West																	
Ashton Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Caldon Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Lancaster Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Leeds & Liverpool Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Llangollen Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Macclesfield Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Manchester, Bolton and Bury Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Montgomery Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Peak Forest Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Shropshire Union Canal Including Middlewich Branch	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Trent & Mersey Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Weaver Navigation (Winsford Bridge to Manchester Ship Canal)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
North East																	
Aire & Calder Navigation	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Calder & Hebble Navigation	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Chesterfield Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Erewash Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Fosdyke & Witham (Lincoln to Boston) Navigations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grand Union Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Grantham Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Huddersfield Broad Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
New Junction Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Upper Trent (including the Nottingham & Beeston Canal)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rivers Ouse & Ure (Ripon to Goole)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pocklington Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Ripon Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Selby Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Sheffield & South Yorkshire Navigation	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Soar Navigation (Trent Junction to Leicester)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

* Cargo carrying licences not available for the River Trent from the tail of Meadow Lane Lock, Nottingham to Gainsborough Bridge.

	Canal and River Use							River Use Only							Workboat			Cargo Carrying		Houseboat Certificate
	Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low Intensity Trading Licence	High Intensity Trading Licence		Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low Intensity Trading Licence	High Intensity Trading Licence	Workboat	Cargo Carrying	Houseboat Certificate				
Stainforth & Keadby Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Trent Navigation (Nottingham to Gainsborough)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	*	✓				
Midlands & South West																				
Ashby Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Birmingham & Fazeley Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Bridgwater & Taunton Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Birmingham Canal Navigations	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Coventry Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Gloucester & Sharpness Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Grand Union Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Monmouthshire & Brecon Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
River Severn (Stourport to Gloucester)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
Shropshire Union Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Staffordshire & Worcestershire Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Stourbridge Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Stratford-Upon-Avon Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Swansea Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Trent & Mersey Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Worcester & Birmingham Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Southern																				
River Avon (Hanham Lock to Bath)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
Grand Union Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Kennet & Avon Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Oxford Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
London																				
Bow Back Rivers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
Grand Union Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Hertford Union Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Lee Navigation (Hertford to Limehouse)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
Limehouse Cut	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
Regent's Canal	✓	✓	✓	✓	✓	✓	✓							✓	✓	✓				
Stort Navigation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
London Docks	✓	✓	✓	✓	✓	✓	✓													

Additional charges may apply. Please call 0171 515 1046 for details.

Section 5b

Low Intensity Trading Licence Areas excluded for trading

In addition to the specific areas shown below, we do not permit trading:

- in locks and lock approaches;
- where the operation of any canal bridges or equipment could be obstructed;
- at water points and sanitary stations.

Trading is permitted at visitor mooring sites as long as the site conditions are met.

Trading is only permitted at other British Waterways' moorings where:

- you have the permission of the people mooring there; and
- you are trading with the people at the site; and
- you only stay at the mooring while you are trading.

There may be restrictions on trading at specific canal events and festivals. Please check with the event organisers for details.

If you have any doubt about whether an area is excluded, please check with the local waterway office.

Waterway	Excluded area
Ashby Canal	Marston Junction
Birmingham & Fazeley Canal	Curdworth Lock flight
Birmingham & Fazeley Canal	Fazeley Junction
Birmingham Canal Navigations	Aldersley Junction
Birmingham Canal Navigations	Blowers Green
Birmingham Canal Navigations	Cambrian Wharf
Birmingham Canal Navigations	Delph
Birmingham Canal Navigations	Fleet Street
Birmingham Canal Navigations	Gas Street Basins and Wharfs
Birmingham Canal Navigations	Granville Street Wharf
Birmingham Canal Navigations	Grovelands Basin
Birmingham Canal Navigations	Holliday Street Wharf
Birmingham Canal Navigations	Icknield Port
Birmingham Canal Navigations	In front of the National Indoor Arena
Birmingham Canal Navigations	The International Convention Centre layby
Birmingham Canal Navigations	Merry Hill
Birmingham Canal Navigations	Ocker Hill
Birmingham Canal Navigations	Regency Wharf
Birmingham Canal Navigations	Sherbourne Wharf
Birmingham Canal Navigations	Tindal Bridge
Birmingham Canal Navigations	Titford Pools
Birmingham Canal Navigations	Town Wharf - Walsall
Birmingham Canal Navigations	Wolverhampton Warehouse
Coventry Canal	Coventry Canal Basin
Coventry Canal	Hawkesbury Junction
Coventry Canal	Marston Junction
Coventry Canal	Atherstone Lock flight
Coventry Canal	Fazeley Junction
Coventry Canal	Fradley Junction
Erewash Canal	Trent Lock Junction

Waterway	Excluded area
Fosdyke Navigation	1 mile either side of Torksey Lock
Gloucester & Sharpness Canal	Gloucester and Sharpness Docks
Grand Union Canal	Brentford Road Bridge to Great Western Road
Grand Union Canal	Paddington Arm and Paddington Basin
Regents Canal	Little Venice to Kentish Town including Regent's Park and the Camden area between Southampton Bridge and Hampstead Road Lock
Regents Canal	Ducketts Wharf Area. Roman Road to Bonnar Hall Bridge and Hertford Union Canal to Grove Road
Regents Canal	Limehouse Basin
Batchworth	Lock 81 to Br 174
Marsworth	Bridge 125 to Lock 45
Stoke Bruerne	From Blisworth Tunnel to Lock 20
Grand Union Canal Main Line	Weedon from bridge 25 to bridge 24
Grand Union Canal Main Line	Braunston Tunnel to Braunston Turn
Grand Union Canal Main Line	within 1 mile of Hatton Locks 26-46
Grand Union Canal Leicester Line	North Kilworth from Husbands Bosworth Tunnel to bridge 43
Grand Union Canal Leicester Line	Foxtan from Foxtan Bottom Lock to bridge 59
Leeds & Liverpool Canal	Leeds - From Bridge 227 to 225h including the canal basin arm
Leeds & Liverpool Canal	Bingley - From Park Road bridge 202 to bridge 199 Micklethwaite
Leeds & Liverpool Canal	Skipton - From bridge 179a to bridge 176
Llangollen Canal	From the junction with the Shropshire Union Canal to bridge 1
Llangollen Canal	1 mile either side of bridge 20
Llangollen Canal	From bridge 27 to 1 mile south of Grindley Brook locks
Llangollen Canal	1 mile either side of Ellesmere tunnel
Llangollen Canal	Between bridge 4 and 6

Waterway	Excluded area
Llangollen Canal	From bridge 58 to 1/2 mile west of British Waterways' Ellesmere Yard, including the Ellesmere Arm into the town centre
Llangollen Canal	From 1 mile south of bridge 21 to 1 mile north of Chirk Tunnel
Llangollen Canal	From 1 mile south of bridge 28 to 2 miles west of bridge 33
Llangollen Canal	North west of bridge 44
Milby Cut	Borough Bridge
Monmouthshire & Brecon Canal	Canal Basins at Brecon
Montgomery Canal	All excluded
Naburn Cut	All excluded
Oxford Canal North	Hawkesbury Junction
Oxford Canal North	Stretton from bridge 27 to bridge 34
Oxford Canal North	Rugby (Clifton) from bridge 59 to bridge 68
Oxford Canal North	Rugby (Hillmorton) from bridge 69 to bridge 72
Oxford Canal North	Braunston from bridge 89 to bridge 96
Oxford Canal North	Napton from Calcutt Top Lock to Napton Junction, bridge 108 to bridge 110 and bridge 112 to bridge 114
Oxford Canal South	Fenny Compton from bridge 135 to bridge 138
Oxford Canal South	Aynho from bridge 189 to bridge 192
Oxford Canal South	Lower Heyford from bridge 205 to bridge 207
Pocklington Canal	All excluded
Ripon Canal	All excluded
Sawley Cut	All excluded

Waterway	Excluded area
Selby Canal	Selby Basin
Shropshire Union Canal	Ellesmere Port Boat Museum
Shropshire Union Canal	Between bridges 147 and 142
Shropshire Union Canal	1 mile north of bridge 107 to 100 metres south of Beeston Stone Lock
Shropshire Union Canal	Between bridges 106 and 104
Shropshire Union Canal	Between bridges 102 and 98
Shropshire Union Canal	1/2 mile either side of the junction with the Llangollen Canal
Shropshire Union Canal	Between bridges 93 and 91
Shropshire Union Canal - Middlewich Branch	Between bridges 1 and 13
Shropshire Union Canal - Middlewich Branch	Between bridge 29 and bridge 168 of the Trent & Mersey Canal
Staffordshire & Worcestershire Canal	Aldersley Junction
Stort Navigation	Parndon Mill Lock to Latton Lock
Stratford-Upon-Avon-Canal	within 1 mile of Bancroft Basin
Stratford-Upon-Avon-Canal	within 1 mile of Lapworth Locks 2-20
Stratford-Upon-Avon-Canal	within 1 mile of Cape Locks 24-25
Stratford-Upon-Avon-Canal	within 1 mile of Lock 28
Trent & Mersey Canal	Fradley Junction
Trent & Mersey Canal	Shardlow
Weaver Navigation	From 1 mile west of Winnington Swing Bridge to 1 mile south of Hunt's Lock

Complaints Procedure

We clearly display the complaints procedure set out in this section in our offices. If you are unhappy with what we do locally, please contact the appropriate waterway manager. If you feel that your complaint has not been handled reasonably, then please contact the regional manager. If you are unhappy with the service you receive at a regional office,

please contact the regional manager directly. If you are unhappy with the service you receive from any of our other departments, please contact our Customer Relations Manager at our Watford office.

If you are still not satisfied with the way your complaint has been handled, please contact David Fletcher, our Chief Executive, at the Watford office.

If you are still not happy after using our internal complaints system, there is a

means of independent review. The Waterways Ombudsman will examine your case to decide whether or not it falls within the terms of reference. If it does, the Ombudsman will investigate and decide whether there has been maladministration. We agree to be bound by the recommendations of the Ombudsman in such cases; and will always take seriously any criticism of our conduct.

Please contact Customer Services on the number below for any contact details.

Listing of Tunnels

Tunnels on the British Waterways system are divided into three classes for use by small unpowered craft such as canoes, rowing boats, punts and dinghies.

CLASS 1 These are tunnels which are **PROHIBITED** to **ALL** unpowered craft in the above category.

NAME OF TUNNEL	CANAL LOCATION	LENGTH IN YARDS
Barnton	Trent & Mersey	572
Blisworth	Grand Union	3056
Brandwood (Kings Norton)	Stratford-upon-Avon (North)	352
Braunston	Grand Union	2042
Crick	Grand Union (Leicester Line)	1528
Dudley	Birmingham, Dudley No. 1	3172
Dunhampstead	Worcester & Birmingham	230
Foulridge	Leeds & Liverpool	1640
Froghall	Caldon	76
Gannow	Leeds & Liverpool	559
Gosty Hill	Birmingham, Dudley No. 2	557
Harecastle	Trent & Mersey	2919
Husbands Bosworth	Grand Union (Leicester Line)	1166
Hyde Bank	Peak Forest	308
Islington	Regents	960
Leek	Caldon	130
Maida Hill	Regents	272
Netherton	Birmingham, Netherton Tunnel Branch	3027
Preston Brook	Trent & Mersey	1239
Saddington	Grand Union (Leicester Section)	880
Salterford	Trent & Mersey	424
Sandedge	Huddersfield Narrow	5708
Shortwood	Worcester & Birmingham	613
Shrewley	Grand Union	433
Snarestone	Ashby	250
Tardebigge	Worcester & Birmingham	580
Wast Hill	Worcester & Birmingham	2726
Woodley (Butterhouse Green)	Peak Forest	167

CLASS 2 These tunnels are navigable by unpowered craft subject to the conditions below.

NAME OF TUNNEL	CANAL LOCATION	LENGTH IN YARDS
Ashford	Monmouthshire & Brecon	375
Ashted	Digbeth Branch Canal	120
Bath No. 1	Kennet & Avon	58
Bath No. 2	Kennet & Avon	55
Bruce (Savernake)	Kennet & Avon	502
Chirk	Llangollen	459
Cookley	Staffordshire & Worcestershire	65
Coseley	Birmingham, Main Line	360
Curdworth	Birmingham & Fazeley	57
Drakeholes	Chesterfield	154
Dunsley	Staffordshire & Worcestershire	25
Edgbaston	Worcester & Birmingham	105
Ellesmere	Llangollen	87
Galton	Birmingham, Main Line	122
Newbold	Oxford	250
Summit	Birmingham, Old Main Line	103
Whitehouses	Llangollen	191

The conditions are:

- 1 We do not allow unpowered craft to navigate these tunnels except in groups of between three and six, one of which must be navigated by a skilled person.
- 2 Everyone navigating the tunnel must be able to swim and wear a life jacket.
- 3 All craft must have adequate buoyancy within the craft.
- 4 All craft must have, securely fixed, a bright white light showing forward.
- 5 All people must have attached to them a waterproof torch and a suitable whistle.

CLASS 3 These are the remaining tunnels which are available for navigation by unpowered craft for which we have no special conditions.



British Waterways, Willow Grange, Church Road, Watford WD13QA

Telephone 01923 201120 Fax 01923 201300

Issued November 1997