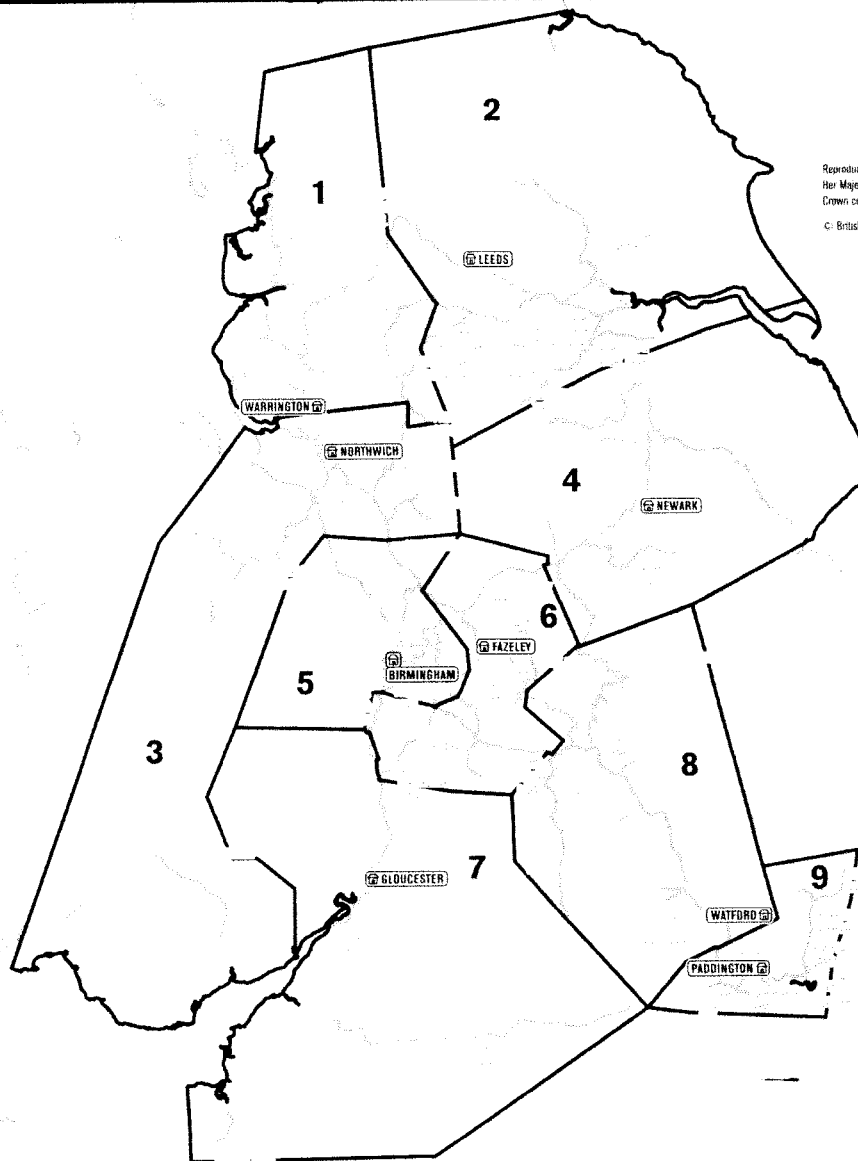


# PRIVATE PLEASURE BOAT LONG TERM LICENCES

**3, 6 or 12 MONTHS: ENGLAND & WALES: CANALS & RIVERS & RIVERS ONLY**



Reproduced from the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office. © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. British Waterways, AL5H27A  
© British Waterways 2004

**Customer Service Locations** If you have a query about your BW licence or BW mooring, please use this map to locate the first point of contact for advice. Select the office that is responsible for the waterway where you have (or plan to have) your long term mooring. **See page 6 for Location Details.**

**New applicants** Please contact the local office in the first instance. Our customer service team there will help you to complete your licence application and ensure that it can be processed without delay. Unless you plan to cruise continuously, you need to provide evidence that you have a suitable long term mooring.

**YOU MUST DISPLAY YOUR LICENCE  
- IT'S A LEGAL REQUIREMENT**

**Customer Service Centre**

British Waterways Customer Service Centre Willow Grange  
Church Road Watford WD17 4QA **W** [www.waterscape.com](http://www.waterscape.com)  
**T** 01923 201 120 (Mon-Fri 8am-8pm, Sat 9am-1pm)  
**F** 01923 201 304 **E** [craft@britishwaterways.co.uk](mailto:craft@britishwaterways.co.uk)

# PURCHASE INFORMATION

## 1) INTRODUCTION

You need a Licence to keep a Boat on our Waterways. Unless you intend to travel around the network continuously, you also need a Home Mooring - somewhere you can legally leave the Boat when it is not being used for cruising. Moorings are provided by a wide choice of boatyards and boat clubs, as well as by British Waterways. [www.waterscape.com](http://www.waterscape.com) provides a moorings search facility that includes all of these moorings. It also includes helpful information about getting started with boating on inland waterways.

If you are lucky enough to own a canalside property, please do not assume that you may automatically use your garden as a Home Mooring. You need the permission of the local Waterway office and there will be a charge for an end of garden mooring permit.

## 2) CHOOSING A LICENCE

The Licences in this booklet allow you to keep and use a Boat on our Waterways for pleasure or personal residential use for periods of three, six or twelve months. There is a separate fee sheet for shorter period Licences. The Private Pleasure Boat Licence does not permit you to operate the Boat for hire, for carrying goods or passengers for payment, or for any other commercial purpose. These activities require a British Waterways Business Licence.

If the Boat is operated by a local authority, social club, charity, time-share, commercially managed shared ownership scheme or other similar group, it must have a Business Licence (there is a discount for charities).

### 2a) Pleasure use, residential or houseboat?

If the Boat is a houseboat which is not used for navigation, and it is kept on a British Waterways permanent mooring with planning consent for residential use, you may instead purchase a Houseboat Certificate. The price is the same as for a Canal and River Licence as shown in the fee table on page 3. The Houseboat Certificate and Mooring Permit must run concurrently with the same expiry date. If you use the Boat both as a residence and for navigation, you should purchase a Pleasure Boat Licence. Houseboats are normally Boats without a means of propulsion.

### 2b) Canal and River or River Only?

The Canal and River Licence is valid for all of our canal and river navigations in England and Wales. The twelve month Canal and River Licence is also valid for our Scottish Waterways.

The River Only Licence is valid only for 'River Waterways' defined in Schedule 1 of the British Waterways Act 1971, as amended.

These are:

- Avon (Hanham Lock to Bath)
- Bow Back Rivers
- Fossdyke & Witham (Torksey to Boston)
- Lee Navigation (Hertford to Limehouse)
- Limehouse Cut
- Ouse and Ure (Goole to Ripon)
- Severn (Stourport to Gloucester)
- Soar Navigation (Trent Junction to Leicester)
- Stort Navigation
- Tees (Tees Barrage to Low Worsal)
- Trent (Shardlow - Gainsborough, including the Nottingham & Beeston Canal)
- Weaver Navigation (Winsford Bridge to Manchester Ship Canal)

Boats with River Only Licences navigating between the River Trent and River Ouse via the Stainforth & Keadby Canal, Aire & Calder Navigation and the Selby Canal may do so at no extra charge providing they stay no longer than 72 hours on these canals.

### 2c) Environment Agency waterways

If you intend to cruise regularly on Environment Agency navigations as well as British Waterways, please ask for details of our Gold Licence. This is available for twelve months only, beginning on 1st January.

## 3) WHAT THE LICENCE ALLOWS YOU TO DO

The Licence allows you to keep and use the Boat on the Waterways to which it applies. Where other navigation authorities allow you to use the Boat on their Waterways, you must comply with the Conditions, Acts, Bye-Laws and Regulations that apply to Boats on these other Waterways when the Boat is used on them.

The Licence allows free passage through the Anderton Boat Lift, Standedge Tunnel and the Ribbie Link, subject to local booking conditions. Contact the relevant Waterway office or see [www.waterscape.com](http://www.waterscape.com) for further information.

The Licence allows you to use the Boat for towing another licensed 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.

## 4) APPLYING FOR A LICENCE FOR THE FIRST TIME

Application forms are available from the Customer Service Centre, Waterway offices, licensing agents or [www.waterscape.com](http://www.waterscape.com).

We can also send you a 'starter pack' of helpful information for people thinking of buying a Boat for use on our waterways.

We recommend that you first discuss your requirements with the local British Waterways customer service team - take a look at the map on the front cover to identify the office responsible for the area where you intend to moor most often. They will help you with the application form and check that you and your Boat meet all the requirements. A licensing agent can also advise you.

Once you've completed the form and assembled the enclosures, please send them with your payment details or cheque to the local Waterway office. They need to endorse it before it is sent to the national Customer Service Centre for processing. Alternatively you may apply online at [www.waterscape.com](http://www.waterscape.com). In this case, the Licence will be issued once it has been validated by the local office.

## 5) GENERAL REMINDERS FOR NEW APPLICATIONS AND RENEWALS

You will need to provide evidence that the Boat meets the Boat Safety Scheme Standards, has the necessary third party insurance policy and complies with our mooring requirements (see General Licence Conditions). We accept payment by Direct Debit, cheque, credit or debit card, postal order, or cash if you are applying in person. Your application form must be signed and you must supply an address through which we can contact you.

If you already hold a Licence, we will write to you shortly before the expiry date with a renewal application form. We can process your renewal more quickly if you use this, and not a new application form.

Please check that the dimensions of the boat will fit the Waterways that you wish to cruise. There is a guide to all waterway dimensions on [www.waterscape.com/boating](http://www.waterscape.com/boating), or contact the Customer Service Centre. When measuring the boat to determine your Licence fee, you should include fenders and any other items that add to its length.

## 6) LICENCE FEES

Please see the fee table on page 3.

# OTHER INFORMATION

## SAFETY ADVICE

The Waterways that you use can be dangerous places. The safety of our users and people is very important to us and we do our best to make the system as safe as possible. Due to their historic character, it is impossible for us to adapt them to make them completely safe without ruining what we seek to conserve. As a result, there are inherent risks for those that use them. For the safety of those who use the Waterways and those who work or live on or near them it is essential that you and your crew are aware of the possible dangers and act in a way which minimises the risk of harm to people and property.

As a Licence holder, you are entitled to a free copy of our Boaters' Handbook, which you should keep on board the Boat and encourage all crew members to follow. If you do not have a copy, please ask the Customer Service Centre to send you one.

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

## IF YOU HAVE A COMPLAINT

We are committed to provide excellent levels of service and constantly strive to meet the rising expectations of our customers and visitors. We welcome feedback on where service can be improved.

Issues of concern to waterway visitors can usually be resolved by talking them through with one of our people, either face-to-face or by telephone. We recognise, that sometimes this may not be appropriate, or you may feel your concerns have not been properly addressed after talking them through with us.

If you wish to make a formal complaint you should do so in writing. For matters relating to the services of Central Departments, you should write, in the first instance, to the Customer Relations Manager at our Watford office. For all other matters you should send your letter to the relevant General Manager who is responsible for the Waterway to which your complaint refers. See contact details on page 6.

If, after this stage, you feel your complaint has still not been handled satisfactorily, you should write to the Customer Relations Manager asking for it to be re-considered. He will ensure it is considered by a Director without direct line management responsibility for the area of the complaint.

If you remain dissatisfied after this internal process is completed, you may take your complaint to the Waterways Ombudsman, whose services are available free of charge.

## WATERWAY FACILITIES

We provide a range of basic services for boaters, including water points, refuse disposal, toilets and elsan emptying points throughout the waterway network. These are generally free to Licence holders. Access to sanitary facilities is by a special Yale key, available from the Customer Service Centre for £5.00 including p&p. Where showers, laundry facilities or electric charging points are available, payment is by digital card available from the local office. Our Customer Services Centre is able to advise on most matters relating to the waterways. If your enquiry is of a local nature you may prefer to contact or visit one of our local offices for more detailed information about a particular area or service. These offices also provide information on where anti-vandal keys may be needed, along with essential information such as tide times and opening hours of manned locks etc.

## NAVIGATION RULES

1. The Boat Licence does not give you any priority of passage on any Waterway. You must follow the directions of our local people who may decide which boats have priority.

2. You are responsible for assessing whether it is safe to use the Waterway in flood or strong stream conditions. Our Waterway offices will provide information.

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

4. You must not:

(a) use any electricity generator, including the Boat's engine, at any British Waterways' mooring between 8pm and 8am, unless you are moored in isolation, out of earshot of other people. We do not intend this Condition to stop you moving the Boat from the mooring.

(b) run the Boat's engine in gear when it is moored as this can damage the waterway walls and cause a nuisance to other people.

(c) do anything at any mooring which will cause damage or nuisance to any other person or their property.

(d) discharge anything into the Waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers on board the Boat.

(e) obstruct the towpath or use our land for storing items from your Boat.

(f) take a vehicle on to our towpaths or land or park on them unless we have already given our permission.

5. There is no general restriction on the use of locks by portable and unpowered craft. However, in the interest of safety and to conserve water, specific local restrictions may apply.

We encourage users to carry these craft around locks if possible. If it is not possible, we recommend using ropes to pass the Boat through the lock. It is preferable that there is nobody on board the Boat while it is in the lock. Local BW instructions must always be followed.

6. Unpowered craft may not navigate certain tunnels. Please check locally for advice or ask us for the national list of tunnels. Where you are permitted to navigate, we encourage the following precautions:

(a) navigate in groups of between three and six craft, at least one of which must be navigated by an experienced person.

(b) everyone should be able to swim, should wear a life jacket, and have a waterproof torch and whistle attached to them.

(c) the craft must have adequate buoyancy.

(d) you must display a securely fixed, bright white light showing forward.

7. You must not crane a Boat into or out of any Waterway without our written permission, other than at a boatyard with appropriate facilities. This is to ensure compliance with the relevant lifting regulations and to ensure the safety of other waterway users.

# GENERAL LICENCE CONDITIONS

In accordance with S43.3 of the Transport Act 1962, Licences are subject to the conditions which apply to the use of a boat on any Waterway which we own or manage. These are necessary to protect third parties and to help us manage the Waterways well for the benefit of all our users. Numbered paragraphs below are legally binding general conditions. If you persistently or repeatedly breach any of these, we are entitled to revoke your Licence. It is a criminal offence to keep a Boat on our Waterways without a Licence, and you could face legal action, which may result in removal of the Boat from our Waterways. We will not issue a Licence for a powered Boat to anyone under 18 years old. Inset paragraphs without numbers provide additional explanation.

## 1. Definitions

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

## 2. Mooring

- 2.1 The Licence does not allow you to moor the Boat in any Waterway except for short periods ancillary to cruising. It 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. When mooring away from the Home Mooring you must comply with local mooring restrictions and not moor in any place for more than fourteen days.

[www.waterscape.com](http://www.waterscape.com) includes a database of all Home Mooring sites throughout our network including those managed by private and voluntary organisations and British Waterways. Ask the local Waterway office for help if you are unable to access this.

- 2.2 The only exceptions to the requirement to have a Home Mooring are:

- 2.3 if the Boat is removed from the water when not being used for cruising.
- 2.4 if you cruise continuously without staying in any place for more than fourteen days (or less where local BW signs indicate a shorter period). It is your responsibility to satisfy us that you meet this requirement.

## 3. Boat Safety and Insurance

- 3.1 The Boat must comply with the Boat Safety Scheme Standards and have a Boat Safety Certificate. Alternatively you may present a correctly completed declaration of conformity with the EEC Recreational Craft Directive.

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

The Boat Safety Certificate shows that, at the time of the examination, the Boat satisfied the Boat Safety Scheme Standards. You are 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. Under our statutory powers we may inspect any Boat to see whether it is unsafe, and we can require any defects to be remedied. See [www.boatsafetyscheme.com](http://www.boatsafetyscheme.com) or email [bss.enquiries@boatsafetyscheme.com](mailto:bss.enquiries@boatsafetyscheme.com) for further information.

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

## 4. Your other obligations

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

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

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

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

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

# GENERAL LICENCE CONDITIONS

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

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

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

4.8 You agree that we may provide your name and address to any person (or the insurer of any person) 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.

## 5. Terminating the licence

5.1 We will write and tell you if we think you have broken the Conditions of your Licence. We will explain how we think you have broken them and how we think you can put things right. We will tell you how long you have to put things right.

This time will be at least twenty eight days or longer if reasonable. We may extend the time if you write to us and explain why you need the extra time.

5.2 If you do not put things right within the time we have given you, the Licence will end and you must remove the Boat from our waters. We will rebate the cost of the unused part of the Licence in accordance with our refund terms.

5.3 Once the Licence has ended, unless you re-license the Boat, you must remove it from our waters.

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

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

## 6. Our obligations

6.1 We will do our best to keep the Waterways open for cruising. The Licence fees are calculated on the assumption that you will be affected by closures from time to time and accordingly refunds of Licence fees will not be made for closures as described in this condition.

The age of the Waterways will inevitably mean occasional unforeseen failure requiring closures. Essential maintenance work may also require closures but, except in emergencies or for other unavoidable reasons, we shall try to arrange our maintenance work to cause you the least disruption. This means that most work requiring closures will be done between the beginning of November and the end of March.

There may be other occasions when, due to causes beyond our reasonable control, we have to close part or, (exceptionally) all of the Waterways.

## CUSTOMER SERVICE LOCATION CONTACT DETAILS

1. **North West Waterways:** Trafalgar House, Temple Court, Birchwood, Warrington, WA3 6GD

2. **Yorkshire Waterways:** Fearn's Wharf, Neptune Street, Leeds, LS9 8PB

3. **Wales & Border Counties Waterways:** Navigation Road, Northwich, Cheshire, CW8 1BH

4. **East Midlands Waterways:** The Kiln, Mather Road, Newark, Nottinghamshire, NG24 1FB

5. **West Midlands Waterways:** Albert House, Quay Place, 92-93 Edward Street, Birmingham, B1 2RA

6. **Central Shires Waterways:** Peel's Wharf, Lichfield Street, Fazeley, Tamworth, Staffordshire, B78 3QZ

7. **South West Waterways:** Harbour House, West Quay, The Docks, Gloucester, GL1 2LG

8. **South East Waterways:** Brindley Suite, Willow Grange, Church Road, Watford, WD17 4QA

9. **London Waterways:** 1 Sheldon Square, Paddington Central, London, W2 6TT

**Customer Service Centre:** Willow Grange, Church Road, Watford, WD17 4QA

T 01925 847700

T 0113 281 6800

T 01606 723800

T 01636 704481

T 0121 200 7400

T 01827 252000

T 01452 318000

T 01923 226422

T 020 7286 6101

T 01923 20 11 20