

Houseboat definition and Houseboat Mooring Permit Terms and Conditions 2012

This is the response to the consultation by the **National Association of Boat Owners**. (NABO).

NABO Contact: D Fletcher Chair.

NABO thanks you for the opportunity to respond to this consultation. NABO attaches great importance to all mooring strategies as they have a significant impact on all styles of boating and the enjoyment of the waterway.

NABO welcomes that after so long, is proposed that there be written terms and conditions for Houseboat Certificates (HBCs). These terms should be based upon the applicable laws. It is not for the C&RT to apply terms that are in conflict with these laws or create additional requirements that are not covered by these laws.

NABO regards the provision of HBC as an important contribution to the housing market, the options for residential boating, and social contribution to the waterways. NABO deplore the small number currently available and the apparent mystique over the terms and conditions. Written terms and conditions will go some way to set aside this mystique.

Definition of house boats.

NABO is content with the proposed wording:

"1.4 Houseboat means a boat whose predominant use is 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 used for navigation from time to time provided it does not become its predominant use."

The definition of 'Houseboat' is set out in the 1971 British Waterways Act the 1995 British Waterways Act. These definitions are defined for the purpose of licensing, and the law of the land. CRT have no powers to change this.

Houseboat Certificate benefits

CRT have stated that: 'The reason why some people prefer to have a houseboat certificate is because it carries some ability to assign the mooring permit upon sale of the boat.'

There are other unstated benefits, for example HBC give better mooring rights including basic protections against being evicted from moorings and being made homeless.

The right to assign is in itself a poor justification for paying the additional cost of mooring.

NABO finds CRT statement as insensitive and inappropriate.

HBC costs

NABO does not support a different cost for the HBC. CRT state in the consultation document that there is no difference in practical terms between the HBC and the PB licence, so there should be no difference in cost. The differential in mooring prices provides a premium for CRT, and this should be the medium for this, and not to distort the licence costs and create a precedent of different licences for different costs.

Right of assigning HBC and associated mooring permit

NABO notes that there is an anomaly in the uncontrolled right of a holder to assign CRT moorings, and arguably wrong without regulation. (There are tried and tested models under the mobile homes legislation, where the pitch owner gets a proportion of the sale value.) However the right to assign the HBC is part of the law, and CRT cannot reasonably undermine

this right by refusing to assign the mooring permit. NABO concludes that assignment of the mooring permit should be in parallel with the right to assign the Houseboat Certificate. To do anything else would not be in accordance with the law and the intent of the law. CRT should consider this in the long term for primary legislation if they require further powers. However it is noted that assignment of mooring costs that shelters moorers from review in costs is an unreasonable benefit, and unfair to others enjoying similar facilities. This review should apply either to all HBC holders, if there is a legal basis for this, or to none at all.

NABO does not support generating new terms and conditions for new HB certificates in an attempt to solve this problem. CRT has no power to introduce two levels of conditions for HBC.

Assignment of HCBs and associated MPs

CRT suggests conditions to control assignment of HBCs.

Lack of licence or bad track record of payment: NABO regards this as a matter of proportionality. It would be wrong to prevent assignment for a late payment or other minor issue with license fees.

NABO is unhappy to link license issues with payment for services. CRT should use normal payment recovery for these latter items and not mix these with license terms which are a fundamentally different issue with their own specified redress for CRT.

Exceptional mooring sites in London

NABO notes that there are discrepancies for some sites, and supports bringing them in line with the Law. However previous terms and conditions are a matter of contract, and if CRT require relief from these, then this is a matter for negotiation, perhaps arbitration and settlement. NABO does not support use of BW Acts to bully HBC holders in negotiation. NABO notes CRT's obsession auctions and with the view that these alone can reflect market conditions. NABO does not agree with auctions.

D Fletcher

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