

MINUTES of the meeting of the **BASINGSTOKE CANAL JOINT MANAGEMENT COMMITTEE** held at 10.05 am on 27 February 2014 at Mytchett Canal Centre, Mytchett Place Road, Mytchett, Surrey, GU16 6DD.

These minutes are subject to confirmation by the Committee at its meeting.

Hampshire County Council

Councillor Keith Chapman (Chairman)
Councillor John Bennison
Councillor Brian Gurden
Councillor Elaine Still

Surrey County Council

Mrs Linda Kemeny
Mr Chris Pitt
Mr Colin Kemp (a)
Mr Ben Carasco (a)

Hampshire Districts:

Hart District Council

Councillor Simon Ambler
Councillor Jonathan Glen (a)

Rushmoor Borough Council

Councillor David Welch (a)
Councillor J H Marsh

Surrey Districts:

Guildford Borough Council

Councillor Gordon Jackson (a)

Runnymede Borough Council

Councillor J M Edwards (a)

Surrey Heath Borough Council

Councillor Paul Ilnicki (a)

Woking Borough Council

Councillor K M Davis (a)

Special Interest Groups

Basingstoke Canal Society

Martin Leech
Mr P Riley

Parish Councils

Alastair Clark (a)

Residential Boat Owners Association

Julia Jacs

Natural England

Adam Wallace

Inland Waterways Association

Gareth Jones

John Cale Canal Cruises

John Cale

Basingstoke Canal Canoe Club

Liz Murnaghan

1/14 APOLOGIES FOR ABSENCE [Item 1]

Apologies were received from Kevin Davis, John Edwards, Gordon Jackson, Colin Kemp, Alastair Clark, Jonathan Glen and Ben Carasco.

Members suggested the Honorary Secretary contact all the Local Authorities represented on the Basingstoke Canal Joint Management Committee to ask for named deputies, which the constitution allows for.

RESOLVED: That

1. The Honorary Secretary contact all Local Authorities represented on the Committee to request named deputies for representatives.

2/14 MINUTES OF PREVIOUS MEETING: 10 OCTOBER 2013 [Item 2]

Declarations of interest:

Gareth Jones would inform the Honorary Secretary, in writing, of his declarations of interest.

Officers: None.

Key points raised during the discussion:

1. Members requested that in minute item 44/13 there be a mention of the report regarding the Canal Centre redevelopment.
2. The Committee were informed that Surrey County Council had a team of officers looking into business models for the Canal, and that these officers could provide support to Members of the Business Sub-Group.
3. Officers informed the Committee that a branding report would be brought to the June meeting.

RESOLVED: That

1. The minutes of the meeting on 10 October 2013 be agreed as a true record of the meeting.
2. The following Members be invited to join the Business Sub-Group

Philip Riley
Jonathan Glen
Gareth Jones

Actions/further information to be provided: None.

Committee next steps: None.

3/14 DECLARATIONS OF INTEREST [Item 3]

Gareth Jones would inform the Honorary Secretary of his interests in writing.

4/14 QUESTIONS AND PETITIONS [Item 4]

Declarations of interest: None.

Officers:

James Taylor, Senior Countryside Management Officer, Surrey County Council

Key points raised during the discussion:

1. The Committee thanked the Canal Authority staff and officers for their hard work during the recent bad weather, and for keeping the canal open.
2. Members questions were received from Mr John Cale, copies of the questions and responses can be found attached to the minutes of this meeting.
3. Mr Cale asked a supplementary question regarding whether the Committee felt that Members had acted in line with the Members Code of Conduct. The Chairman explained that as this was not related to the questions submitted to the Committee he was unable to answer.
4. Mr Cale asked a further supplementary question regarding whether anyone has exclusive use of any part of the canal and, who had the authority to reclassify boats and whether any discussion needed to take place before this happened. Officers explained that under current procedure they had the authority to reclassify boats without discussing the proposals with the owner, and confirmed that no one had exclusive use of any part of the canal.
5. A public question was received from Mr Alan Norris, a copy of which can be found attached to the minutes of the meeting. Mr Norris was not present to ask a supplementary question.

Actions/further information to be provided: None.

Committee next steps: None.

5/14 MEMORANDUM OF AGREEMENT [Item 5]

Declarations of interest: None.

Officers:

James Taylor, Senior Countryside Management Officer, Surrey County Council

Key points raised during the discussion:

1. The Committee had asked for the Memorandum of Agreement to be reviewed during the meeting in June 2013, in light of the staffing changes which had taken place since 2008. Officers had looked at the Memorandum of Agreement and had provided the Committee with a

revised version for discussion. The changes were intended to be a light touch update only and amendments had been consulted upon with the Joint Advisory Group (JAG), with comments being received from the Basingstoke Canal Society and Natural England. Surrey County Council Legal team and the Honorary Treasurer had provided input also.

2. Documents mentioned within the Memorandum of Agreement were updated as some, such as the Strategic Plan had never been formed and had been superseded by the Strategy. While an additional paragraph had been included within the Agreement to include more of an emphasis of engaging with partners.
3. It was agreed that the financial formula remain the same by the JAG as it was aimed to be a sharing formula.
4. The Memorandum of Agreement was to last five years, and would require all authorities to ratify in line with their Standing Orders.
5. The Committee congratulated the Senior Countryside Officer for his work on updating the Memorandum of Agreement, though Members expressed disappointment that there had been little input into the process other than by the Canal Society and Natural England.
6. The Canal Society were pleased that many of their comments had been incorporated within the version submitted to the Committee, however felt that paragraph 1 could be amended to include the Basingstoke Canal Society as a partner. The Senior Countryside Officer explained that a previous sentence within paragraph 1 mentions other organisations as being partners, though the Chairman requested that these two sentences be merged.
7. Members suggested that paragraph 28 was ambiguous, however the Honorary Treasurer noted that the Memorandum of Agreement mentioned that the financial contributions were agreed annually. Members further suggested that the Canal should look at additional funding streams as it was felt that more could be done to increase the volume of contributions.
8. Members were concerned that not all authorities would ratify the Memorandum of Agreement, in particular the financial formula. The Chairman and Vice-Chairman agreed that they would like a response from all authorities, and would write and invite the Leaders and Chief Executives to a meeting to discuss the Canal and ratifying the Memorandum of Agreement.
9. The Committee discussed the option of persuading authorities to pay contributions towards the canal due to the risks associated with shortfalls in funding.

RESOLVED: That

1. The Memorandum of Agreement be agreed.

2. Paragraph 1 of the Memorandum of Agreement be amended to have one sentence stating the organisations involved within the partnership.
3. The Chairman and Vice-Chairman write to all authorities asking them to ratify the updated Memorandum of Agreement and invite them to a meeting to discuss the Basingstoke Canal.

Actions/further information to be provided:

The Chairman and Vice-Chairman to write to all authorities asking them to ratify the updated Memorandum of Agreement.

Committee next steps:

The Basingstoke Canal Joint Management Committee to review the Memorandum of Agreement in five years, February 2019.

6/14 FINANCIAL UPDATE REPORT [Item 6]

Declarations of interest: None.

Officers:

Jane Lovett, Honorary Treasurer, Basingstoke Canal Authority

Key points raised during the discussion:

1. The current financial year would see a predicted shortfall of £8,000, which was larger than was originally predicted.
2. The Honorary Treasurer informed the Committee that paragraph 2.5 required a correction as there was not a management fee reduction of £5,000, rather the £5,000 shortfall was due to less income than anticipated.
3. The Canal Authority now had around £6,000 of maternity costs to cover in future years.
4. The Honorary Treasurer provided the Committee with an update on the external audit which had taken place, as a letter had been received from the auditors to say they had accept comments and suggestions regarding the internal audit. The Honorary Treasurer stated that it was important that minutes recorded the Committees discussions of 'risk' by specifically mentioning 'risk', as though the Committee did discuss risk during Finance and Canal Managers' reports the word was not always used. It was agreed that the biggest risks laid with the County Councils as the owners of the Canal.
5. Members discussed the matter of Surrey County Council not placing all income back into the Canal budget, and felt that it was important that all income from the Canal was invested back into the Canal. Furthermore it was felt that the houseboat income should be put into the Canal budget rather than into Surrey County Council's budget. The Vice-Chairman explained that Surrey County Council Estates had their own policies, though she had an upcoming meeting arranged with the

relevant Cabinet Member and Chief Property Manager to discuss this issue.

6. The Committee felt that the quote in paragraph 3.2 for a camp site database was too high. The Chairman stated that he had already explained to officers that he felt £20,000 was unacceptable for a software package, and had requested they look elsewhere to procure an appropriate package.
7. Members queried the higher level of stewardship and were informed by officers that it appeared that something had gone wrong and that they were in discussion with Natural England to find solution, however this would mean only a limited amount of work could be completed. Officers felt that they were not liable due to the SSSI criterion not being met. Officers were mitigating the risk by working as a partnership to work towards meeting SSSI in areas of the canal.

RESOLVED: That

1. The forecast outturn be noted.
2. The Members note the revenue draw on reserves in 2013/14 along with the draw for match funding for the HLS projects.
3. The Committee support the Officer responses to the Issues Arising report from the external auditor for 2012/13.

Actions/further information to be provided: None.

Committee next steps: None.

7/14 CANAL CENTRE REDEVELOPMENT UPDATE [Item 7]

Declarations of interest: None.

Officers:

James Taylor, Senior Countryside Officer, Surrey County Council

Key points raised during the discussion:

1. The Committee were informed that Surrey had allocated a further budget for the development of a plan for the site and consultants were currently leading the work. Officers had had two meetings with the consultants who were developing plans which considered the economic and built environment of the site.

RESOLVED: That

1. The verbal update be noted.

Actions/further information to be provided:

Officers to provide an update report for the meeting in June 2014.

Committee next steps:

The Committee to consider the update report at its next meeting in June 2014.

8/14 CANAL MANAGER'S UPDATE [Item 8]

Declarations of interest: None.

Officers:

Fiona Shipp, Canal Manager, Basingstoke Canal Authority
Phil Allan, Countryside Service, Hampshire County Council
Andrew Smith, Countryside Service, Hampshire County Council

Key points raised during the discussion:

1. The Canal Manager explained to the Committee that the weather had been a challenge, with three storms bringing down around 200 trees. The whole team had been involved in the clear up operation, with around 10 – 15 trees still down. There was a risk that the banks would be breached during the winter weather and this was being monitored closely.
2. Officers informed the Committee that an additional landslip had taken place at Dogmersfield which had further narrowed the canal at this point. This may lead to long narrow canal boats being unable to navigate the corner. Officers were looking to remove trees and test whether a boat can navigate the narrow channel. Officers stated it was important to mitigate the risks.
3. Members felt that the biggest risk facing the canal was that due to this further landslip the canal was now closed. The impact on the commercial businesses was large as they were unable to run, however the difficulty was that part of the land involved in the landslip was privately run.
4. The Committee felt that it was important that a solution was found to ensure the economic viability of the canal of businesses. Officers assured Members that fixing the issue was a priority of Hampshire County Council, and that engineers were looking for a temporary solution for the summer with a permanent fix in the autumn/winter. It was stated that engineers felt that the permanent fix would take six to eight weeks to complete, dependent on weather. Officers were however continuing to assess and mitigate the risks.
5. The Canal Manager informed the Committee that due to the storm damage the team were behind on winter maintenance work, however they were looking to start replacing locks within a week. The Canal Authority had recently signed a contract to have 365 day backup cover with a contractor. This would mitigate the risks associated if a major incident took place in the future. Furthermore officers had updated the emergency plans.

6. The Canal Authority had the abandoned boats along the canal removed and had begun auditing the boats along the canal to ensure they all have licences and the right licences.
7. The Canal Manager thanked the Canal Society for their help throughout this period as the support had enabled work to take place while the Authority were concentrating on storm damage clear up.
8. Officers had attended a dredging conference and hoped to work with the Environment Agency to produce better guidelines on dredging which could be used nationally.
9. The Committee were informed that work was still taking place with Greenhouse Graphics to establish a branding for the canal and the aim was to have an update report at the next meeting.
10. Members queried whether a telemetry system was still being procured and were informed that officers were discussing this with the Hampshire County Council procurement team.
11. Officers informed the Committee that they were still looking into making a Heritage Lottery Fund bid, but that this would require dedicated officer time which was not possible at the time. It was suggested that the Business Sub-Group could consider this during their meetings.

RESOLVED: That

1. The report be noted.
2. The Business Sub-Group consider a Heritage Lottery Fund bid.

Actions/further information to be provided:

The Committee to receive a report on the branding of the canal at a meeting in June 2014.

Committee next steps:

None.

9/14 CANAL SOCIETY UPDATE [Item 9]

Declarations of interest: None.

Officers:

Philip Riley, Basingstoke Canal Society
Martin Leech, Basingstoke Canal Society

Key points raised during the discussion:

1. The Committee were informed that the Canal Society had been removing and selling logs and to-date had sold around a quarter for around £1,000. The money which is made is reinvested into the canal.

2. The Canal Society had arranged for three visits from the Waterway Recovery Group for 2014, two weekend visits and one week long visit.
3. The John Pinkerton II had had a successful season and had netted around £50,000 for the Society, however there were now concerns on how to get it down the canal into Surrey as they Society planned to arrange trips for the all authorities. It was hoped the trips would encourage the councils to fund the canal. The Canal Society was currently looking into whether they could crane the boat out of the lake and transport it by road.
4. The Canal Society felt that it was important that the canal was dredged and to have Swan Cutting cleared up as the community were no longer able to use the towpath.
5. The Canal Society stated that they felt that Members should assist in developing planning guidance so there are mooring sites along the canal. The officers informed the Committee that a number of partner authorities did consult the Canal Authority when a planning application was made for land within metres of the canal, however to benefit from S106 or CIL monies they often had to make a case before the planning application was made. Members felt that it was important that planning officers in the Boroughs and Districts had a common view with regards to the canal. It was suggested that officers could raise the issue of flooding and drainage with the planning departments.
6. The Society stated if the Canal Centre is redeveloped then a maintenance base would need to be developed and suggested that they continue conversations with the Ministry of Defence regarding land at Ash Lock. The Chairman explained that resources had been stretched in Hampshire County Council. Officers stated that a business plan would need to be produced and discussions with Rushmoor Borough Council, as the planning authority, would need to take place before a procurement application could be taken to the Leader of Hampshire County Council for consideration.

RESOLVED: That

1. The report be noted.

Actions/further information to be provided: None.

Committee next steps: None.

10/14 DATE OF THE NEXT MEETING [Item 10]

The Committee noted that the next meeting would take place on Thursday 26 June 2014 at the Mytchett Canal Centre.

Meeting ended at: 11.30 am

Chairman

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From Mr John Cale (John Cale Canal Cruises)

- 1. What disciplinary procedures do the JMC have in place for errant tenants / stakeholders of Surrey / Hampshire C.C / BCA? What protocols need to be followed by both parties & what appeals process is in place?**

Response:

The JMC is a joint committee of the constituent local authorities. Its role is to set the policy, strategy and budgets for the management of the Canal and to monitor the work of the managing agent - the Basingstoke Canal Authority. It has no role in disciplinary procedures.

Officers of the BCA or owning County Councils can take action where they believe actions of a licensee are in breach of the licensee's specific terms and conditions, or are in breach of the rules of navigation, or the law; for example, by interfering with water management, or damaging the Canal. There is no proscribed procedure or appeals process for dealing with these matters, officers' actions will vary depending on the nature and facts of the issue at hand. The rules of navigation (formed of the bylaws, boating terms and conditions and boaters handbook) are attached; commercial and quasi-commercial operators however currently have a variety of different individual licences with differing terms and conditions.

Complaints about the handling of a particular issue will be dealt with through the formal complaints procedures of the owning County Councils. Where concerning the actions of BCA staff this will usually be through the Hampshire County Council complaints procedure.

If there is a dispute between licensee's using the waterway that doesn't involve harm to the Canal, BCA or County Councils that will generally be a matter for those licensees to resolve between them - there are no tenants nor exclusive occupation of any area of the waterway. Neither the BCA nor County Councils can act as an arbiter in any such dispute.

- 2. What is the JMCs policy / views on procedural protocols pertaining to boat reclassification by the BCA?**

Response:

The JMC is a joint committee of the constituent local authorities. Its role is to set the policy, strategy and budgets for the management of the Canal and to monitor the work of the managing agent - the Basingstoke Canal Authority. It has no role in reviewing individual issues.

The BCA as the owner's agents may issue a licence which is the most appropriate for the current use of the boat in question. The decision to issue or not issue a licence was delegated to the Canal Director for the whole Canal; the Canal Manager and Countryside Client Officers have now taken over the duties contained in this former role. Estates Officers from each County Council also have the delegated

Item 4 – Member Questions

authority to set rents, licence fees and issue licences within their own authority's jurisdiction.

Keith Chapman

Chairman, Basingstoke Canal Joint Management Committee

Basingstoke Canal

Boating Information
pack



www.basingstoke-canal.co.uk



Hampshire
County Council

Updated April 2013

Basingstoke
Page 13
Canal
Authority



SURREY
COUNTY COUNCIL

Thank you for requesting information about boating on the Basingstoke Canal. We hope the following information will help you to plan an enjoyable visit...

Why do we sell licences?

The Basingstoke Canal is an independent waterway owned and operated by Surrey and Hampshire County Councils. All craft wanting to use the navigation are required to have a licence issued by the Basingstoke Canal. The funds generated from the licences are used to help operate and maintain the Canal.

To use your boat on the Canal...

Simply complete the application form and return it to us with your payment. We will then issue you with a boat licence. If your boat is powered it is also a requirement for us to see a current Certificate of Insurance and, where applicable, a Boat Safety Certificate.

If you are visiting from the River Wey you may decide to keep this information with you and hand it to one of our Rangers at Lock 1 on the Canal so that a licence can be issued to you then. If you would like to do this please contact us by 1pm on the day before you intend to arrive.

Before going any further please check...

Dimensions of your boat

Maximum length 22m or 72ft, width 3.96m or 13ft, draft 0.91m or 3ft and height above waterline 1.7m or 5ft 10in.

Engine Size

Outboard engines that are less than 2.5hp per metre length of boat may be used. For example the maximum engine size for a boat of 6 metres (approx 20 ft) would be 15 hp.

Water Shortage

The Canal has suffered from limited water supply since it was built in the 1790's. Unfortunately, this mean the Deepcut and Brookwood flights are liable to closure when a lack of rainfall creates a shortage, usually in the Summer. Except in a true draught the remainder of the Canal (Woodham, St Johns, Mytchett pound – Greywell) is usually open for navigation year round. It is best to either telephone the Canal Centre or check our website for an update before setting off.

Which licence and how much ?

Current prices for all visiting licences are shown below. To make a booking please contact the Office on 01252 370073.

Visiting Boats	1 day	1 week (max 9 days)	2 weeks (max 16 days)	1 month
Powered boats	-	£40.00	£60.00	£90.00
Powered trail boats	-	£40.00	£60.00	-
Powered trail boat explorer tickets (30 day non-consecutive tickets over 12 month period)	-	-	-	£90.00
Retention powered boat licence scheme	£15 annual admin fee - £3 day rate			
Unpowered boats	£3.00	£12.00	-	-

Credit or debit card payments over the phone and cash and card payments at the Canal Visitor Centre in Mytchett.

Annual Navigation and mooring fees

Mooring fees are charged per metre of boat as is the case on most waterways, and is not tied to navigation licence charges.

Navigation licence charges consist of a standing charge and a lock use fee. The standing charge is determined depending on which pound your boat has it's permanent "home" mooring – and as a result how many lockless miles of navigation you have available without passing through one of the controlled sets of locks.

For lock usage there are two options, the first is an annual fee of £100 for unlimited (subject to availability) lock usage. The second option is 'pay as you go'.

For further information and prices please contact the Office on 01252 370073 or email info@basingstoke-canal.co.uk

To help you with your visit...

Using the locks

As the Canal doesn't have a major water source, there is a need to conserve water which means that we have to monitor lock usage. This includes setting opening and closing times so that gates can be sealed after the last boat has gone through each day.

Unless another boat is clearly waiting to use the lock we ask you to leave locks empty with the lower gates closed, and upper paddles shut. This is done to conserve water, and enable us to caulk the upper gates at the end of the day.

Ash lock (lock 29) please leave the lock full if heading up, or empty if heading down.

Page 15

Locks are opened by appointment only at the times set out below. To book a passage simply call the Canal Centre on (01252) 370073 by 1.00pm on the working day before you intend to go through.

Lock opening days and times

Boats need to clear Thames Lock on the River Wey by 5.00pm (2.00pm in Winter) the day before the planned entry onto the Basingstoke Canal.

Locks	Days the flights are operational	Boats can enter	Boats to be clear by
Woodham Flight Locks 1 – 6	Saturday and Sunday	Between 9.30am and 11.30am	1.30pm
St. Johns Flight Locks 7 – 11	Saturday and Sunday	Between 9.00am and 1.30pm	3.00pm
Brookwood Flight Locks 12 – 14	Friday and Monday	Between 9.00am and 2.00pm	3.00pm
Deepcut Flight Locks 15 – 28	Friday and Monday	Between 9.30am and 12.00 pm	3.00pm
Ash Lock 29	Always open (subject to water levels)		

Any boats arriving after the locking times will have to wait until the next open day.

Planned maintenance

We try and plan our maintenance work through the Winter months, however, it may be necessary to close navigation during the main season to allow for essential works to be carried out. For the latest information please contact the office on 01252 370073 or visit our website www.basingstoke-canal.co.uk or follow us on Twitter @TheBCATeam.

Visiting boating rules & guidance

Below are some basic rules to follow that make boating on the Canal enjoyable and safe for everyone. These form part of the Basingstoke Canal Bye-Laws and should be read by all boaters.

Speed limit

- Boats must not exceed **4 miles per hour** (i.e. walking pace).

SLOW DOWN Don't make waves!!

Page 16

Wash from boats is a major cause of bank erosion and damages bankside vegetation.

Passing craft

- Please do not overtake or pass another craft on any part of the canal without taking due precautions to avoid danger or risk to craft, the canal, any other property, persons or works.
- Please keep to the right when passing a boat.

Lock operation

- Boaters passing through locks shall be responsible for the operation of the lock and for the action taken by any other persons assisting. Where a number of craft are in a lock together their owners shall be jointly responsible for the operation of that lock.
- The gates and paddles behind the craft in a lock shall all be closed before the paddles and gates ahead of the craft are opened.
- No craft may moor in a lock chamber, but must be secured by lines held by crew members when filling or emptying the lock.
- Do not operate any lock paddles until all lock gates are closed, nor attempt to close or open any gate or paddles before the water is level on both sides of the gates to be opened.
- Please close paddles before opening lock gates, to ensure debris is not forced into the paddles holes.
- Please do not remain in a lock any longer than necessary.
- Unless another craft is intending to use the lock please leave it empty.
- Please ensure the boat is secured to the mooring bollard.
- Unpowered leisure craft, RIBS or inflatables are not allowed to go through any locks, and must be portaged around.
- Do not put ropes around the jackheads.

Moorings

- Visiting boats can moor on the towpath side of the canal for a maximum of 72 hours in any one place, then must move a minimum of one mile to a new site.
- Residential moorings are not allowed on the Basingstoke Canal. Exceptions to this are the existing houseboat moorings between Locks 1 and 3 at Woodham. These are houseboat moorings only, i.e. not for cruising boats. There may be vacancies for these, which are administered by Surrey County Council. Contact Surrey County Council Estates department.
- Annual boat licences are only available for boats with a permanent mooring on the Canal.
- Moored vessels should not be further than 4 feet from the bank nor extend beyond the centre line of the Canal.

Moorings cont..

- Vessels should not be moored in any position that would reduce the turning space in a winding hole to less than 26 metre diameter circle.
- Officers of the Basingstoke Canal may in an emergency or if other circumstances require adjust mooring lines or move a boat to another convenient mooring for as long as the Basingstoke Canal consider it necessary. If the period during which the boat is away from its normal mooring exceeds twelve hours, the owner shall be notified of the move and of the expected duration of that move.

Windlasses and paddle gear

- Only operate paddle gear with a properly constructed lock key (windlass). A Canal and River Trust type windlass can be used and the Canal Centre may have a small supply for sale.
- Always stand back from edge whilst winding up the paddle gear.
- Do not lean over the edge, stretch or reach for dropped or floating items whilst lock chamber is filling and paddle is up!
- Locking devices are in place on some paddle gear due to vandalism, these will be removed by the Ranger or Lock Keeper.

Fuel storage

- No low flash point fuel (e.g. fuel) tank or other low flash point fuel storage container shall be opened or manipulated whilst the boat is in or waiting to enter any lock chamber.

Angling

- Please slow down when approaching anglers and pass them carefully and with due regard for the position of the anglers' lines.
- Angling is not allowed from boats. Anybody wishing to fish on the Basingstoke Canal must do so from the towpath only and must be in possession of a Basingstoke Canal Angling Permit. These are available from the Canal Centre.

Water safety

- All non-swimmers are advised to use buoyancy aids while a boat is in operation.
- Swimming in the Canal is strictly prohibited.
- Ensure children are accompanied at all times.

Sound signals

- Motorised vessels shall be furnished with an efficient horn that is audible at a distance of 200 metres.

Night cruising

- Boats should avoid navigating after sundown, but where unavoidable all boats including unpowered boats must have a headlight. Navigation lights are advisable.

Swing bridges

- All swing bridges are locked by British waterways key. Please ensure that the bridge is locked once you have passed.

Drinking water, sewage & rubbish disposal

Location	Water taps	Rubbish disposal	Elsan	Pump out
Odiham Wharf	✓			✓ (Galleon Marine)
Barley Mow	✓			
Ash Lock	✓	✓		
Mytchett	✓	✓	✓	✓
Bridge Barn	✓		✓	

Public toilets

- Public toilets will be found * half mile north of Reading Road Bridge in Fleet shopping centre, *200 yards south of Ash Wharf Bridge, *Frimley Lodge Park, *300 yards south of St. Johns Locks, Woking. Toilets are also available during working hours at the Canal Centre, Mytchett.

*=Toilets include facilities for people with disabilities.

Slipways, swing bridges and water point

- Slipways are available for use with associated car parks free of charge at Barley Mow Bridge, Winchfield, Farnborough Road Aldershot, and Potters Pub Mytchett (restricted hours only).
- A standard British Waterway padlock key is needed to open water points, swing and lift bridges and slipway barriers, which can be purchased from the Canal Centre for a small charge.

Navigational map

- You should have received a free leaflet with a basic map. A more detailed map of the Canal can be purchased at the Canal Centre.

Dry dock hire

- Dry dock facilities are available at Lock 28. For more information contact the Canal Centre.

Reception Opening Hours:

April – September
10.30 – 4.45pm Tuesday – Sunday

October – March
10.30 – 4pm Tuesday – Thursday 3.45pm Friday

Boat booking hours:

April – September
9am – 4.45pm Monday – Sunday

October – March
9am - 4.45pm Monday – Thursday 3.45pm Friday

To book a passage simply call the Canal Centre on (01252) 370073 by 1.00pm on the working day before you intend to go through.

Basingstoke Canal Canal Centre
Mytchett Place Road
Mytchett
Surrey
GU16 6DD
T - 01252 370073 F – 01252 371758
Email info@basingstoke-canal.co.uk
Website www.basingstoke-canal.co.uk

Emergency contact
Basingstoke Canal Duty Ranger 07894425588 (24hr Emergency callout only)

Other useful contacts

River Wey – 01483 561389

Canal and River Trust Boat licence team – 0303 040 4040

Environment Agency – 03708 506 506

Page 20

Basingstoke Canal – Debtors Policy

Introduction

This policy outlines the practice that the Basingstoke Canal Authority (BCA) will adopt in respect of Boat Licence Holders who have not fulfilled their financial obligations clearly defined in their agreement (agreement being a Licence Application) and also boats found on the canal without a valid licence.

Approach to Income Collection

Fees are currently set out in the Boat Mooring and Licensing application form, once they have signed an application form a Licence Holder is contracted to the terms and conditions of the licence between themselves and the BCA (on behalf of the Basingstoke Canal's owners). The Licence Holder is personally responsible for the payment of the fees and it is a condition of the application form that monies are collected for the boat to be licensed and legal on the Canal.

The fees are not normally offered to be payable on an instalment basis, but for legitimate mitigating circumstances, the BCA reserves the right to reconsider this approach.

Procedure

A Licence Holder will be notified of renewal for their licence and the fees payable, at least one month prior to the expiry date. They will be given all contact details and told to notify the BCA immediately should they not wish to renew.

If there is no response to the renewal request after one month, an invoice will be raised for the licence and mooring fee (if applicable), together with the annual lock usage charge of £100, regardless of previous year's lock usage choice.

If the Licence Holder does not pay the Licence Fee within 28 days of it falling due, an automated reminder letter will be issued by HCC Debt Recovery and Income team informing the Licence Holder that they are now a debtor. At 49 days another letter is automatically sent from HCC with notification that if the debt remains unpaid then the debtor will face legal action.

At day 70 the BCA will be informed by HCC Debt Recovery and Income team that the invoice is now an "aged debt". The debt will then be transferred to a third party debt collection agency, this will usually be Redwood Collections Ltd. The BCA will complete a listing form and send this to the debt collection agency.

Any costs and fees incurred by Redwoods (schedule 1) in attempting to recover the debt will be added to the outstanding balance of the debt, and this will also be payable by the debtor.

The BCA/HCC invoice number will be quoted on all correspondence between the BCA and Redwoods Collections.

Renewal of a Craft Licence following a debt recovery situation

If payment is received in full during the period of debt, the BCA reserves the right to grant or refuse the Licence. Consideration will be made of any extenuating circumstances, against the willingness to cooperate in the payment of the fees due.

If the Licence is refused, the craft which was the subject of the licence must be removed from the Basingstoke Canal within 30 days. If leaving by water the BCA must make sure, as responsible agents, that the craft is covered by a River Wey transit or permanent licence for onward travel, and will inform the River Wey's managers that the boat has been asked to leave the Basingstoke Canal due to the Licence Holder having failed to pay the appropriate licence fee.

Failure to remove a craft as required within 30 days will result in further action by the appropriate owner's Estates or Legal teams to remove the craft as a trespass on their property.

Commission and Fees by Redwood Collections

TBC



TERMS AND CONDITIONS

Definition of Terms

“Basingstoke Canal” or “the Canal”	The waterway owned by Surrey & Hampshire County Councils and managed by the BCA on their behalf This includes any moorings, land, docks, basins, flashes and wharfs that are owned or managed by the BCA incidental to management of the Canal.
“BCA”	The Basingstoke Canal Authority, managing agents appointed to act on behalf of HCC and SCC either individually or jointly as the canal owners.
“Boat”, “Craft” or “Vessel”	Means any craft or vessel, unpowered or powered, moored, visiting, trailed or lifted onto the Canal used or designed to convey persons or goods.
“Boat Length”	Means the length overall of the Boat including permanently fixed fenders as reasonably required to be used when the boat is moored or underway, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extensions fore and/or aft of the Boat
“Boaters Information”	An informative guide on using craft on the Canal containing rules of navigation which are part of a navigation licence.
“Boat Safety Certificate”	Certificate issued under the Boat Safety Scheme (BSS).
“Bylaws”	Local laws applying to the Canal made by the owning Local Authorities under several enabling statutes. The Bylaws govern use of the Canal by all users – breaking the Bylaws is an offence which may result in prosecution.
“Houseboat”	A boat which has been adapted for use as a private dwelling and for which the predominant use is for a purpose other than navigation.
“HCC”	Hampshire County Council - one of the landowners
“Licence” or “ Navigation Licence”	A licence issued by the BCA on behalf of the owners to authorise craft to use the Canal
“Licencee”	The person who has applied for and is bound to the licence for the term for a boat - who will usually be the owner, master or captain of the vessel. The BCA will treat the Licencee as the keeper of the boat.
“Mooring”	Part of the Canal used to secure a boat to the bank, jetty or fixed pontoon. Home or Long-term Moorings are a section of Canal and Canal bank declared by a licencee to be the place a boat which is to be kept on the Canal will moor except when in the course of navigation. Visitor Moorings are places designated by the BCA for use by boats during the course of navigation and can be occupied for a maximum period of 72 hours
“Powered boat”	Means a boat which has some form of mechanical propulsion. ‘
“SCC”	Surrey County Council - one of the landowners
“We, us, our”	Is referring to the officers, employees, volunteers and or other person approved to act for the BCA for and on behalf of SCC and HCC
“You, your and yours”	Is referring to 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
“Trail Boat”	A powered craft which is not usually kept in the water, and is delivered to the Canal by means of a road trailer at one of the public slipways.
“Managed Navigation”	A term covering the more controlled availability of the four lock flights in Surrey which have restricted opening times in order to conserve water – a lock keeper will be in attendance when these locks are open. All craft navigating these locks must book their passage with the BCA by 1pm the day before their intended passage.
“the Owners” or “the Landowners”	Surrey & Hampshire County Councils
“Unpowered boat”	A boat that is propelled by human, wind or animal force. A boat that is normally towed by a powered vessel is defined as a powered craft. Only unpowered craft propelled by humans or hauled by animals are eligible on the Canal, wind powered craft are not permitted.

Insurance

All powered boats must be covered for third party insurance to a minimum cover of £3,000,000 (three million pounds) and owners must show copies of their current insurance certificate when applying for a licence. The insurance certificate must be valid for the whole duration of the visit, otherwise licences can not be issued. Annual licence holders must submit a copy of their insurance certificate with their application, and at renewal if this is a different date from the date of licence application.

Boat safety

The owner or master of a boat shall ensure the boat complies with current national Boat Safety Scheme and must produce a valid Boat Safety Certificate when applying for a licence. The Boat Safety Certificate must be valid for the whole duration of the visit. Annual licence holders must submit a copy of their Boat Safety Certificate with their application, and at the BSC's renewal if this is a different date from the date of licence application. Appropriate safety regulations apply to and must be adhered to in respect of all engines carried on the vessel whether fixed or portable (including outboard propulsion units, electricity generating units, pumps or any other internal combustion engines) and must be included within a valid insurance certificate, and if required under the Boat Safety Scheme, the Boat Safety Certificate.

Licences

All craft, unpowered and powered, require a licence to be placed in, or to navigate, the Canal

Annual Licences are calculated from 1st April each year and are available only for boats with Home Moorings on the Canal, or at the BCA Canal Manager's discretion with a Home Mooring on the River Wey.

Visitor Licences vary in length up to a maximum of 1 month (or 30 days in any one year for trailable boats). All fees must be paid in advance.

Fees are set by the Basingstoke Canal Joint Management Committee. A major revision of the licence and mooring arrangements took place in February 2013 and are not due to be reviewed again until 2016 at the earliest.

The annual navigation licence for craft with Home Moorings on the Canal now consists of two elements – a **standing charge** which relates to the section of Canal where your declared Home Mooring is, and a **lock use charge**. The navigation licence does not now differentiate between boat lengths, but on how much of the Canal is available to navigate without passing through one of the four flights of locks in Surrey which are under a "managed navigation" scheme.

When applying for a navigation licence you will need to choose how to pay for any lock use you plan through the four flights of locks subject to managed navigation in Surrey. The two options are to "Pay as you go" or an "annual fee". The annual fee will suit those who use the managed navigation lock flights more.

If no option is selected on the licence application form, we will assume you have opted for the annual fee – this is currently £100 per year. Licensees who choose the "Pay as you go" option (Option B) must pay in full for a

their lock usage at the time of booking each lock passage.

- The licence must be displayed upon the vessel (where it can be clearly seen from the towpath side of the boat) and cannot be transferred to any other vessel.
- If the ownership of the vessel changes, the BCA must be notified straight away. Vessels should be clearly identifiable by either name or number which should match the name or number declared on the navigation licence application form. The BCA may issue a duplicate licence in place of a lost one. The owner of the vessel may be required to pay a small admin fee that will be agreed beforehand.
- A Houseboat may be powered and used for navigation; when away from its Home Mooring a navigating Houseboat is required to have a valid navigation licence at all times and comply with the normal rules of navigation.

Moorings

The mooring of any craft is prohibited within 20 meters of any lock, bridge or aqueduct, and between locks in any of the flights of locks.

All moored boats should be moored parallel with and within 1.2m (4ft) of a bank, jetty or fixed pontoon provided for mooring. The off-side of any moored boat must neither extend more than 4m from the relevant bank nor cross the centre line of the Canal channel.

Vessels should not be moored in any position that would reduce the turning space in a winding hole to less than 26 metre diameter circle.

Officers of the BCA may in an emergency, where water levels are being adjusted, where required to facilitate works, or in other circumstances deemed necessary by the senior officer present adjust mooring lines or move a boat to another convenient mooring for as long as the BCA consider it necessary. If the period during which the boat is away from its normal mooring exceeds twelve hours, the BCA will make reasonable endeavours to inform the owner where the boat has been moved to, and of the expected duration of that move.

Long-term moorings: No boat may be moored anywhere on the Canal, except temporarily for up to 72 hours in any one location during the course of navigation, without the express consent of the owners. The BCA currently act as the owners' agent in this respect, and will issue an agreement to moor on the payment of the appropriate fee.

The BCA will not issue mooring agreements where a mooring may endanger or obstruct other users of the Canal. This includes within 20m of a lock, bridge or aqueduct. The decision of the appropriate owners' agent Officer will be final in deciding to issue or decline a mooring agreement.

The construction of jetties or fixed pontoons requires a separate agreement with the owners and no right to construct any such structures is given, implied or conferred in the issue of a mooring agreement.

A scale of charges relating to moorings has been agreed by the Canal's JMC and is published by the BCA. The charge is currently lower where a boat is to be moored directly against a privately owned bank or land subject to a garden licence issued by the owners. Moorings fees are calculated using the length of boat.

All boat owners who apply for an annual navigation licence must declare the place of Home Mooring for their boat at the time of applying for a licence. You will be required to demonstrate that you have the written agreement of the landowner freeholder or tenant with the power to sub-let) for the bank you intend to moor against. You should be aware that not all adjacent properties own to the waters edge. The BCA currently does not restrict private agreements

(moorings cont.)

between landowners adjoining the Canal letting land for private moorings. Any fees arising from such agreements will be in addition to the mooring fee payable in respect of the boat being on the Canal and are the responsibility of the boat owner. The owners and BCA have no control over any such private agreements nor the rates charged by private landowners.

The BCA currently offer a small number of moorings on SCC property at the Canal Centre, and will be offering additional mooring places in the next 3 years at suitable locations on the owners' property.

Long term moorings may not be established within 30m of any bridge or lock, nor within any flight of locks.

Visitor Moorings: The BCA may by signage designate areas on the towpath side of the Canal or offside on areas of the owners land as visitor moorings. Long-term mooring will not be permitted in these areas, as they are reserved for use by boats in the course of navigating the Canal. There is a maximum stay of 72 hours on any one set of such moorings, unless official signs displayed on the Canal bank state a shorter period (eg: 24 hours at popular locations, or for the reasonable duration of use of a water or sanitation point).

Where no dedicated visitor moorings are provided a visiting craft may moor against the towpath unless official signs prohibit mooring in any length of the Canal. A visiting craft using a designated or *ad hoc* towpath mooring must after 72 hours then move on a suitable distance to demonstrate *bona fide* navigation – the BCA considers that this must be a minimum of 1500 metres (1 mile) away from its last mooring place and not return to the first mooring within a further 72 hours.

Houseboats - A Houseboat which navigates may only designate its Home Mooring as one of the 22 special houseboat moorings designated by SCC. Houseboats are not permitted to have Home Moorings anywhere else on the Canal. Special rules apply to some longstanding unpowered Houseboats..

Payment terms

Payment for **visitor licences** must be received in full at the time of booking. This is a non refundable booking fee which covers the cost of your visit. The BCA reserves the right to cancel bookings; should the Canal be closed for planned maintenance then a full refund will be offered. We will not usually offer a refund in the case of low summer water levels, unplanned/emergency maintenance or vandalism, or where we believe you have given us misleading information about your stay, insurance or boat details. The decision of the Canal Manager in all cases will be final .

Annual licences are to be renewed within a month of receiving a renewal notice from the BCA. If you do not wish to renew you must contact the BCA IMMEDIATELY and inform us of your plans to remove your boat from the Canal. During this period, you will be liable for mooring and licence fees up to the point your boat is removed from the Canal.

If we do not receive a completed renewal form after 30 days, and you have not informed us that you wish to remove your craft, we will deem your craft as being unlicensed on our waterway and in contravention of the bylaws. We will raise an invoice for the sum of your

mooring, and navigation licence fees - which comprises of the standing charge and lock usage charge. As you will now be classed as a debtor we will charge the annual lock usage fee regardless of your previous choice over lock use charges.

We will exercise our statutory right to claim interest and compensation on for debt recovery costs under the late payment legislation if payment is not received in accordance with our payment terms. The BCA reserves the right to allocate 5% interest above the bank of England base rate on all late accounts.

Unless otherwise agreed payment shall be made within thirty days from the date of invoice.

Late/non-payment of the agreed terms will result in your account being sent to our debt recovery agents, Redwood Collections Limited (or any other debt recovery agent we may appoint) and cancellation of your account with us, except for emergencies and duty of care cases. You will become liable for any and all costs incurred once your debt has been sent to Redwood Collections Limited.

Unless there are valid mitigating circumstances, no payment terms will be considered.

No refund can be made for essential planned maintenance by the BCA or any other company where navigation is stopped in the interests of safety, unplanned stoppages due to vandalism, third party damage, severe weather damage or summer/dry weather water shortages – water shortage is a long standing feature of the Canal which despite certain measures being put in place is still outside the total control of the BCA or the Canal owners.

General terms and conditions

When issuing all boat licences the Basingstoke Canal reserves the right to restrict navigation due to low water levels or maintenance and shall in no circumstances be responsible for any stoppage or delay to any vessel however arising.

The Basingstoke Canal is not liable for failure to perform its obligations if such failure is as a results of Acts of God or Force Majeure. The termination of a licence or refund of which cannot be claimed in such circumstances.

The Basingstoke Canal reserves the right to issue or refuse to issue a licence. The decision of the Canal Manager will be final.

The Basingstoke Canal will not be held responsible for loss or damage to any craft or its contents.

Boaters bringing craft onto the Canal do so at their own risk.

The Basingstoke Canal reserves the right to cancel a licence with no refund and insist the boat is removed from the Canal if the boater is found to be causing a danger to the structure of the canal or other users. This will also apply if the boater is found to be under the influence of drugs or alcohol or is being abusive or aggressive to members of the public, staff or volunteers..

The owner of any vessel shall at all times be responsible for keeping their vessel in a sound and watertight condition.

Subject to the provisions of the Unfair Contract Terms Act 1977, the Licensee shall be responsible for any release and indemnify this Authority, their servants and agents from and against all liability for loss or damage to the state of the land and premises as defined in the canal bylaws whether or not such dangers may have been caused by the act or neglect of the Basingstoke Canal. In granting a licence the BCA make no representations or give any warranty as to the condition of the land and premises as defined in the canal bye-laws.

You must comply with Boating Rules and Regulations, bylaws and follow our lawful directions, spoken or written (including signage). This includes signs that prohibit mooring or limit the period you may moor your craft at specific locations.

If you allow anyone else to use your craft, it is your responsibility to make them aware of these terms and conditions.

The owner of any vessel shall be absolutely responsible for any damage or obstruction caused by such vessel (whether by the act or default of the owner, his/her servants or agents or not) to the canal or to any fixed or movable property of the Basingstoke Canal or of any other person. This may result in a financial penalty.

Any vessel found a day after the expiry of its last licence shall be deemed to be a trespasser and the Basingstoke Canal may remove that vessel from the canal (or the land) and dispose of it as they think fit. Costs for this will be sought from the owner of the boat.

These terms and conditions are not limited and may change at any time the BCA, or the County Councils it represents deem necessary.

From Mr Alan Norris

Has the BCA considered getting the Canal Centre campsite listed in guidebooks and on national websites, etc. to attract additional use of the site? For example the Camping and Caravanning Club, the largest club of its type in the UK, publishes a bi-annual Sites Book for their members listing not only their own campsites, but over 2,500 other campsites around the country. The list of campsites is also available to members on the Camping and Caravanning Club website There are no other sites listed in their Sites Book within the west Surrey / NE Hampshire area. The next edition is expected to be published in early 2015.

Response:

The canal centre campsite is already listed on a number of national web sites to name just a few of these; UKCampsite.co.uk; pitchup.com; campsite chatter; uk-sites.com; findacampsite.co.uk; outandaboutlive.co.uk; campsitefinderonline.com.

The most effective of these is UKCampsite.co.uk and this website is actively updated by the BCA.

With regards to guides the site has an entry in 'Cool Camping –England' (third edition 2011) which is all about campsites that are 'special places to stay'.

This level of advertising, along with 'word of mouth' recommendations, means that the campsite is already at capacity during weekends and school holidays during the main camping season.

To be able to attract additional use of the site the capacity of the facilities (toilets and showers) need to be increased as it is these that limit numbers that can camp on site - not the size of the camping field.

Keith Chapman

Chairman, Basingstoke Canal Joint Management Committee

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