

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

