

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.