



**Canal &
River Trust**
Making life better by water

BOAT LICENCE TERMS & CONDITIONS CONSULTATION 2020

FULL REPORT

CONTENTS

Executive Summary and Introduction	3
How this report was produced	5
Analysis of Responses	6
Findings from the analysis of responses	7
Overall themes	8
Individual Proposals	13
Home Mooring requirement to cruise	14
Insurance	17
Termination period	22
Our obligations & refunds	28
Boat Safety Certificate	34
Wider or larger dimensioned boats	40
Change of ownership	44
False declarations	46
Behaviour towards Trust colleagues	50
Who took part in the consultation	54
Conclusion	56
Finalised Conditions	57

EXECUTIVE SUMMARY

Introduction

Canal & River Trust is the charity responsible for over 2,000 miles of canals and rivers in England and Wales, home to over 33,500 licenced boats whose licence fees contribute to maintaining these waterways. The Trust held a consultation during 2020 about a review of its Boat Licence Terms & Conditions. The consultation was open to all licence holders through a confidential and anonymous online survey. Licence holders were asked for views on several options and new proposals aimed to make the Terms & Conditions clearer and stronger for both the Trust and boaters.

Participation in the consultation

3,312 people responded in the consultation, totalling approximately 10% of the licence-base.

Participants were asked to score their level of agreement with each proposal and had the opportunity to provide free-text feedback on each proposal.

To encourage engagement, participants did not have to answer every question if some were not relevant to them.

The individual proposals were responded to by between 2,617 and 2,966 people. Participants were asked to confirm that they understood the information provided by ticking a box prior to scoring the proposals. This was to encourage them to read and digest the existing and proposed conditions before scoring and providing comment. Responses to the consultation were collected and analysed, and the findings are reported here.

About the consultation

The consultation was conducted according to the Market Research Society's Code of Conduct. Participation was voluntary.

The consultation ran online from 28 September until 21 December 2020 and was open to all boat licence holders, to seek feedback on nine proposals for updates to existing conditions or the inclusion of new ones.

The consultation aimed to help the Trust identify the best means of amending and introducing terms and conditions which would be clearer and stronger for both the Trust and boaters.

The consultation was conducted online, with the Trust also offering support or alternatives where it was not possible for the participant to complete online. Online consultations and surveys are commonplace and are the safest method during the Covid-19 pandemic, as well as offering efficiency, environmental and financial benefits versus posted, paper completion.

HOW THIS REPORT WAS PRODUCED

Confidentiality

All responses to this consultation were made anonymously and confidentially. Questions collecting personal information were optional and were to help the Trust understand the needs of all boaters. All data is stored securely within the UK in accordance with GDPR requirements. The Trust has only been supplied with anonymised data that cannot be linked back to individual licence holders or boats.

Response channels

The consultation was to be completed online, with a PDF version available for download to view and consider responses. The consultation needed to be completed in one session, primarily to preserve anonymity of the participant. It was estimated that completion of all the sections would take approximately 40 minutes.

The invitation to the consultation and associated publicity offered the opportunity for those without computer or printer access to contact the Trust for support to complete it. Only one related request was received, and the participant arranged access without the need for additional support.

Some participants, for example boating organisations, provided their responses directly via email and not via the online consultation. These have been considered but not included in the response rates. Key points will feature in the feedback on individual conditions.

ANALYSIS OF CONSULTATION RESPONSES

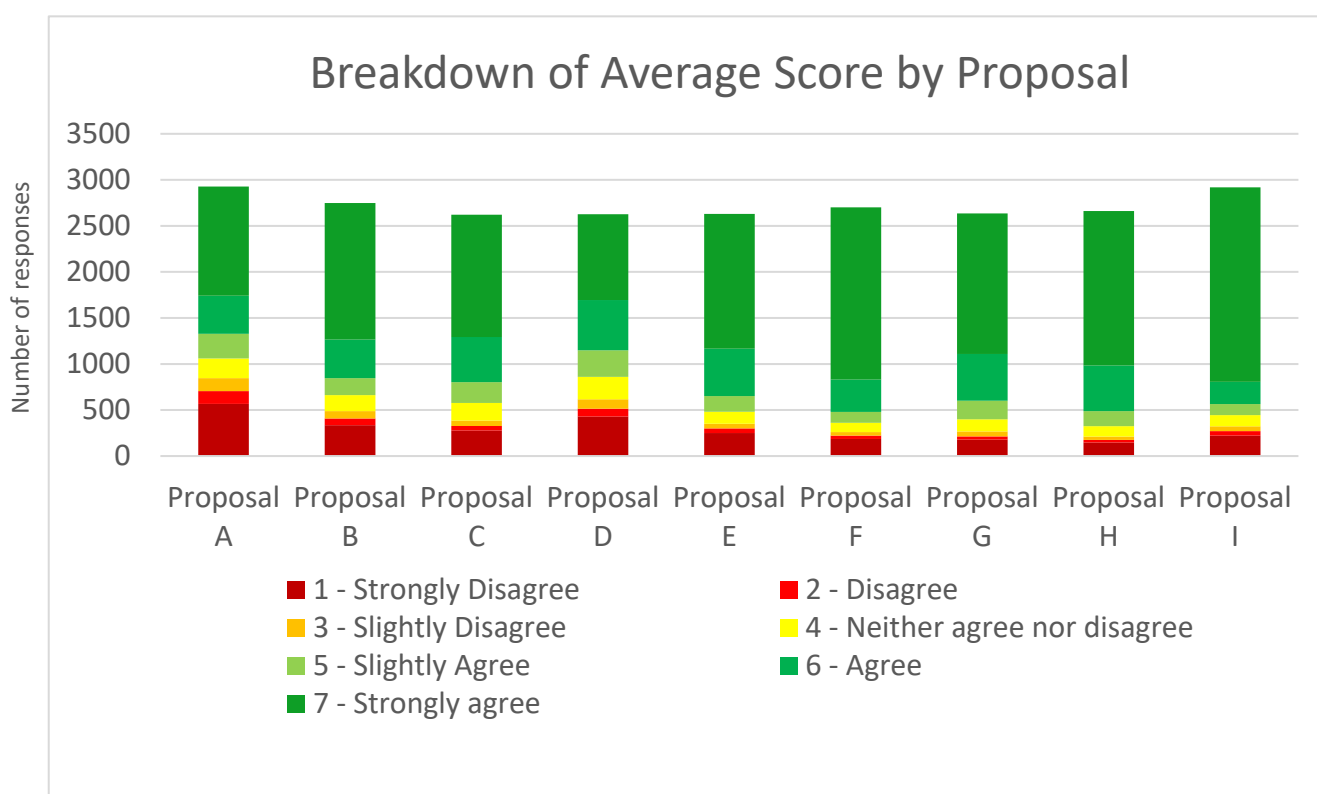
The Trust has analysed the responses and confirmed the response rates for each question, as not all participants answered every question.

Total response numbers for each question are shown in this report as (n = number of responses).

Response numbers to each of the questions varied, ranging from 2,617 to 2,966. The total number of participants who took part in the consultation makes up approximately 10% of all licence holders. The participants were self-selecting. The demographic information collected shows that the responses are from a group representative of the wider boating population.

FINDINGS FROM ANALYSIS OF THE CONSULTATION RESPONSES

This section sets out a summary of the responses to the questions asked in the consultation. Participants were asked to rate how strongly they either agreed or disagreed with the proposed change(s) using a seven-point scale: 1 being Strongly Disagree and 7 being Strongly Agree. There was the option of selecting "Not applicable".



Proposals: A – Cruise whilst away from home mooring B – Insurance C – Termination D – Refunds and Obligations
 E – Boat Safety F - Large Dimensioned Boat G – Ownership Change H – False Declarations I – Behaviour to Colleagues.

All the proposals received positive scores and the free-text comments showed there was overall support for their introduction.

However, there were some key areas of feedback that were raised by individuals and organisations that the Trust is addressing in further detail.

FREE-TEXT COMMENTS FROM CONSULTATION PARTICIPANTS AND BOATING ORGANISATIONS

The consultation gave an opportunity to provide free-text feedback on individual proposals, multiple proposals, or the overall consultation.

The following section explains what the Trust (“we”) has done in response or, if no changes have been made, why not. Questions or statements that best demonstrate the themes of participants' feedback have been used.

Feedback regarding multiple proposals or the wider consultation

"You haven't improved the ease of reading."

It was clear from the feedback that we need to go further in improving the ease of reading of the conditions. We agree. The National Association of Boat Owners used the Flesch-Kincaid assessment tool to highlight this issue and we have continued to use the tool in our work on the conditions.

Flesch-Kincaid assesses text against reading age to determine how easy it is to understand. The text is then scored out of 100, with 100 being the easiest to understand. The Office for National Statistics state that a Flesch-Kincaid score of 60 or higher should be aimed for¹. NHS Digital state that almost 80% of the UK adult population have a reading age of 16 years or below². We have rewritten the proposals and made a lot of changes based on other feedback from the consultation to improve the ease of reading.

The following table shows the reading age and ease of reading score of the original wording of proposals in the consultation compared to the redrafted wording.

Proposal	Original Reading Age (years)	Original ease of reading score (max. 100)	Reworded Reading Age	Reworded ease of reading Score
A	18-19	55.3	13-14	72.5
B	23-24	27.4	15-16	54.5
C	20-21	46.4	13-14	71.9
D	16-17	57.3	14-15	66.9
E	18-19	43.1	15-16	52
F	19-20	52.1	15-16	65.5
G	18-19	50.4	12-13	80
H	24+	23.1	15-16	55.7
I	17-18	48.5	15-16	60.5

¹ <https://style.ons.gov.uk/category/writing-for-the-web/how-we-read-on-the-web-writing-for-the-web/>

² <https://digital.nhs.uk/blog/transformation-blog/2019/creating-better-content-for-users-with-low-health-literacy>

We have improved the ease of reading according to Flesch-Kincaid in all proposals. It should be noted that, when scoring, all condition numbers (e.g. 'E.3', 'B.1.2') were removed as the scoring system recognises these as short sentences because of the full stop. This increases the ease of reading score because shorter sentences score well, so including the condition numbers gave an inaccurate score. Therefore, only the actual wording of the conditions was scored.

The nature of some of the terms and conditions means that achieving a very low reading age or a score of at least 60 for each condition is challenging. In some instances, breaking the condition wording up more to improve the score made it less clear.

"You're over-extending your powers."

One theme suggested that our proposed changes were either an effort to extend our powers or that including conditions similar to powers that already exist in primary legislation or byelaws was unlawful.

Section 17 of the British Waterways Act 1995 requires the Trust to grant a "relevant consent" – or boat licence – to boaters that have a boat safety certificate (or are exempt), insurance policy and either have a home mooring for the boat or will continuously cruise throughout the licence period. There is no proposal in the consultation that will allow us to refuse licences for breach of the terms and conditions. Licences are issued, or refused, in line with the 1995 Act. The terms and conditions apply after the licence is issued and, along other legislation and byelaws, help us manage the waterways.

Section 43(3) of the Transport Act 1962 allows the Trust to apply its own terms and conditions to the use of its services and facilities, which includes its waterways. This has been referred to at the start of boat licences since October 2008 (as British Waterways). The changes proposed in the consultation are in line with what this Act allows. It is acceptable to use similar wording to other legislation and byelaws. Doing so means that the boater can find more of their obligations within the Terms and Conditions document, which may help increase understanding and encourage better boating behaviour. It also allows the Trust an alternative method of resolution to byelaw or criminal prosecution in the case of non-compliance.

We have made one clarification in the introductory section in relation to explanatory wording on Houseboat Certificates, by removing the reference to Trust mooring agreements (although this does not affect the terms and conditions that apply to all the types of licence listed in that section).

Consultation being completed 'online only'.

A minority of respondents were dissatisfied that the consultation was carried out predominantly online.

We understand and accept that access to a reliable internet connection may be a hurdle for some boaters. To try to help in those circumstances we provided a printable version of the consultation and were happy to accept those that were posted or handed in. Again, understanding that not everyone has access to a computer or printer, we also offered to complete the survey on a boater's behalf over the phone, anonymously, or deliver and collect a print of the questions.

Online responses were considered a widely accessible and safe mechanism for most boaters considering the Covid-19 pandemic. There are also economic and environmental benefits to an 'online first' approach.

"Too much reliance on information being passed to the Trust online."

There was concern that the wording in some proposals said that details must be "updated on the online portal". Many pointed out that this is not easy for the reasons mentioned above, in particular, internet and computer/smartphone access.

We will make it clear that, whilst it is most efficient to update details online, where this isn't possible boaters are still able to contact our customer service team by phone or can speak with their licence support officer or ranger in person.

There were also questions about whether emails could be used where we reference "in writing". We have confirmed that emails are included in this and will amend the wording to make this clear.

"The consultation was too long/complicated."

The terms and conditions are important. We had to give thorough information to ensure the changes were clear.

We tried hard to make the consultation as straightforward as possible. We knew that the subject matter, by its nature, was heavy-going and that there was a lot to consider. We tried to set out the questions in a way that made it easy to digest what we have now, followed by what we propose, and then a chance to score and comment. We didn't make every section mandatory so participants could choose to skip to the sections that applied to them.

We also extended the time we gave for the consultation. Our original intention was for an 8-week consultation but, following feedback from our Navigational Advisory Group, we allowed 12 weeks to ensure individuals and organisations had more time to work through the proposals.

GDPR concerns

We received specific comments relating to different aspects of compliance with GDPR. As a result of these comments, we have now provided a link to our privacy notice and schedules upfront in the introductory section which explains how boat licence customer personal information collected under the provisions of the terms and conditions is processed by the Trust.

We have also reviewed the detailed content of our privacy notice and schedules and made some clarifications as to the lawful basis of the processing of personal information under the terms and conditions and to our forms at the point of collection of this personal information (e.g. boat licence application form, equality adjustment form)

Specific concerns were raised that the proposals would allow “farming of historic information” from insurers. We would only request insurance information where it is needed for a legitimate or contractual interest. The proposed terms and conditions do not give the Trust any additional ability or justification to obtain insurance information that falls outside these reasons. The insurer also has an obligation to ensure information is only processed or shared when permitted under GDPR.

"The language is too vague/ambiguous."

We have tried to be as clear as possible in the language we have used. There are occasions where we have used terms like 'reasonable', 'genuine' and 'satisfactory', which people have asked for further clarification about.

We have included some words that are slightly subjective, partly because they mirror relevant waterways legislation so any cross referencing is easier, and because there are times where being too prescriptive would not benefit the Trust or the boater. What is reasonable, satisfactory, or genuine may slightly change from case to case when you consider the size and diversity of the network.

"What is the penalty for not complying with any of the proposed conditions?"

Unless it was a serious breach, we would contact the boater, point out the issue, and explain how the situation could be fixed. If the problem is fixed and not repeated, that

would be the end of the matter. Where the problem is not fixed or is repeated, we may suspend, restrict, and/or terminate the licence.

**"Instead of changing the terms and conditions, concentrate on maintenance/
overstaying boats/unlicensed boats."**

A portion of participants felt that our time should be spent on other issues. We continue to spend a significant amount of our income on maintenance – When considering income from boat licences alone, for every pound we receive, we spend around another 8. One specific proposal, 'larger dimensioned boats', was included to reduce damage to the network caused by boats that are unsuitable for the waterway they are using.

Other proposals are intended to strengthen our position where we have licence or safety concerns or challenges in managing the waterway and mooring space.

INDIVIDUAL PROPOSAL FEEDBACK

A breakdown of each proposal now follows.

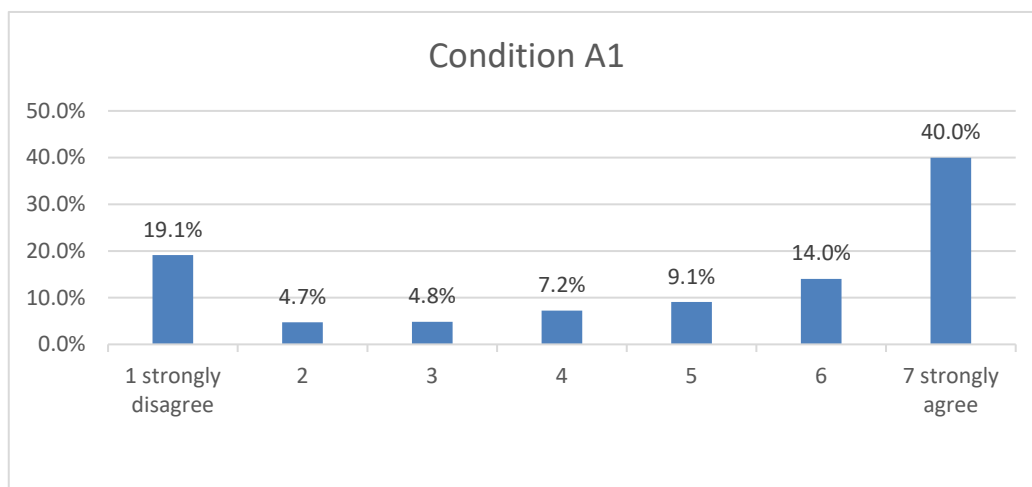
Each proposal is shown and the scores it received are shown by percentage. The free-text responses for each proposal were read and collated into themes.

We have summarised each theme into a representative statement and provided a response to the statement. There were some themes that were raised by a statistically insignificant percentage of responses and these were not included, although we have made an exception in some cases where there were fewer higher-scoring themes.

SECTION A – CRUISING WHILST AWAY FROM HOME MOORING.

Proposed change

"A1. You must cruise on the Waterways whilst away from the Home mooring (save for any period when you leave the Waterways or when the Boat is lawfully moored at another mooring site). The cruise must be a genuine cruise. Minimal or repetitive movement along a short part of a Waterway or Waterways without use of the Home Mooring (nominal use of which shall be disregarded for these purposes) will not be accepted as a genuine cruise." (n = 2966)



Common concerns/themes from free-text responses

"What about marina users or those that only make short trips and those that use the boat for small parts of the year?" (20.3% of responses)

There was concern that those that have their boat in a marina would be penalised by this condition. The worry was that nipping out from the marina, visiting a local attraction, and then returning to the marina either the same day or after a couple of days would breach this proposed condition.

This was not the intention of the proposal. As the marina is the home mooring and the journey starts and ends there, that kind of boat use would not breach the condition. The only time that a breach may occur is if there is repeated shuttling to remain in a small area between leaving and returning to the home mooring.

Behaviour that would breach the proposed condition would be, for example, having a home mooring that is rarely or never used to allow a boater to remain in a small part of the network without genuinely cruising.

We have rewritten the proposal to make this clearer. Using a home mooring as a base to start and end a journey from will not be penalised by this condition.

"The Trust are treating boaters with a home mooring as 'continuous cruisers'." (10%)

Section 17 of the British Waterways Act 1995 outlines the circumstances where we must grant a boat licence. It states that if a boater does not have a home mooring, they must use the boat 'bona fide for navigation'. This is taken to mean 'on a genuine, continuous journey', hence the name, 'continuous cruiser'. They cannot simply remain in a small part of the network.

This condition does not seek to apply the same requirement to boaters with a home mooring. Providing that the home mooring is used as the start and end point of an 'out and back' journey, there is no expectation of a defined cruising range. This condition was proposed to help clarify the existing wording in the terms and conditions that a boat should 'cruise whilst away from its home mooring'. The condition also allows us to manage times when a home mooring – sometimes in an unrelated area to where the boat is on the water – is purchased to allow the boater to remain in a small area without returning to the home mooring. In those circumstances, the mooring is obtained and used disingenuously and doesn't provide fair access to moorings in certain areas.

We have reviewed the wording and removed references to 'cruise' as this is associated with, and related to, 'continuous cruisers'. We want to be clear that boaters with a home mooring do not face the same obligations the Act places upon those without a home mooring.

"What do 'genuine', 'short' and 'nominal' mean?" (22.7% of responses)

As mentioned in the opening section of this report, some language has been used to allow some flexibility and to mirror other areas of terms or legislation.

'Genuine' is used to capture the spirit intended by the condition. We aren't trying to stop use of a home mooring; for example leaving it to go on a genuine journey of any length before returning to the mooring.

'Nominal' was used to exclude the returning to home mooring for a very short space of time (although this wording is not present in the finalised wording).

'Short' is used as it is not too prescriptive and allows reviews to be considered on a case-by-case basis. It allows us to consider the context of the wider cruising pattern and the location of the home mooring.

"The Trust should focus on enforcing against continuous cruisers causing problems in busier areas." (8.6%)

Continuous cruisers are not the sole cause of high demand on areas. Most continuous cruisers meet their licence requirements and abide by mooring time limits.

All licence holders have their part to play in managing areas of high demand by observing mooring times and cruising and mooring in a considerate manner to ensure that space and access is shared.

Where continuous cruisers do not comply with their licence requirements, we have a robust and effective process for identifying them. In a typical year, around 750 continuous cruisers do not meet the cruising requirements of their licence and have not improved things during a restriction period intended to help them understand and meet the requirements. These boaters may be required to obtain a home mooring or remove the boat from the water.

SECTION B – INSURANCE

Proposed changes

"B.1 You must have in force an insurance policy for the Boat, provided by a company that is authorised and regulated by the UK Financial Conduct Authority, which covers third-party liabilities of at least two million pounds per event.

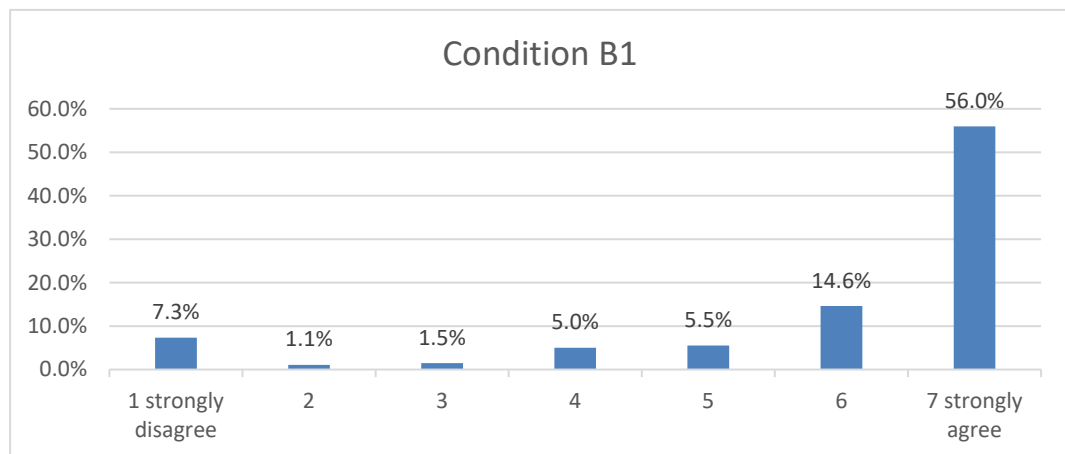
B.1.1 The insurance cover must:

B.1.1.1. be maintained for the full duration of the Licence;

B.1.1.2. be appropriate for the intended use of the Boat;

B.1.1.3 insure the licence applicant, the owner of the [vessel/ boat] and such other person, persons or classes of persons (if any) as is or as authorised by the owner [and or licence applicant] to have control of the vessel, in respect of any liability which may be incurred by the owner or any such other person resulting from the presence of the vessel on any inland waterway in respect of the death of or bodily injury to any person or any damage to property.

(n = 2872)



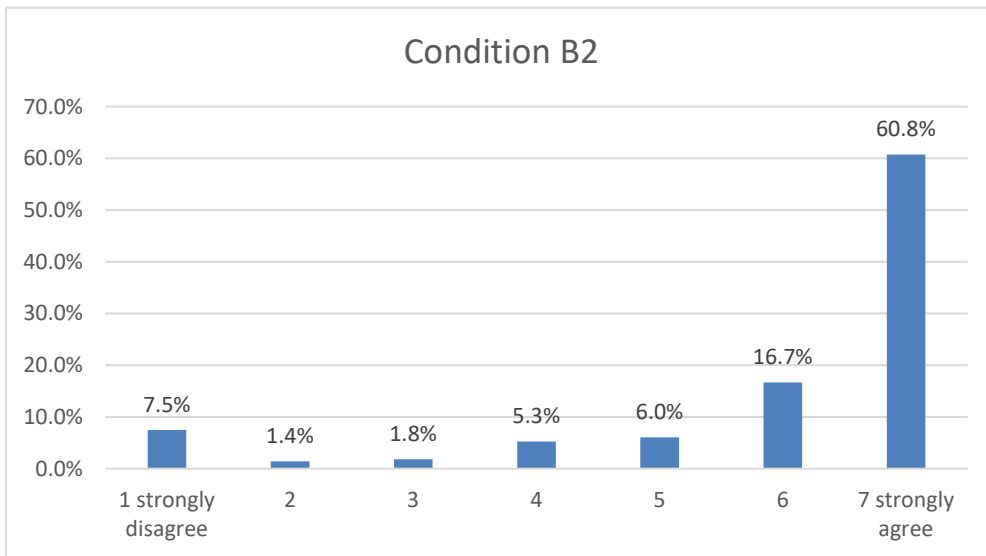
B.2 When applying for the Licence, you are asked to declare the following details of the Boat's insurance:

B.2.1 the name of your insurance provider;

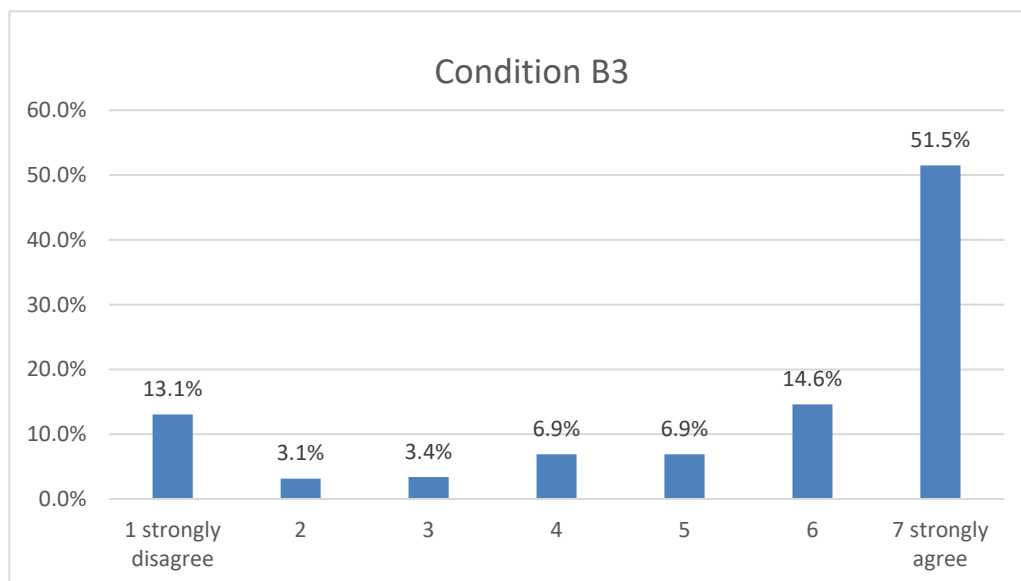
B.2.2 the policy number;

B.2.3 the expiry date of the policy

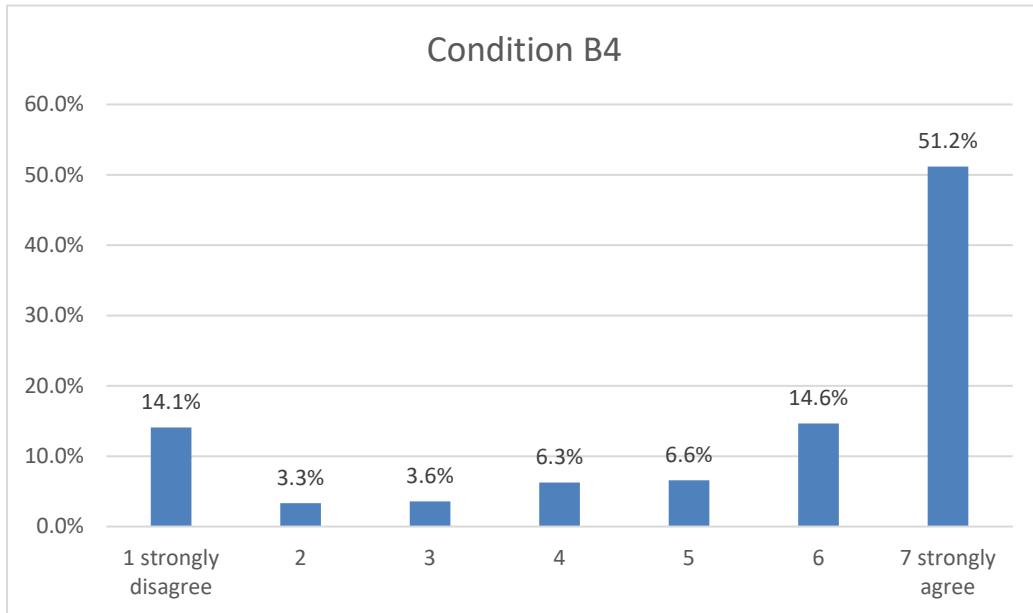
(n = 2795)



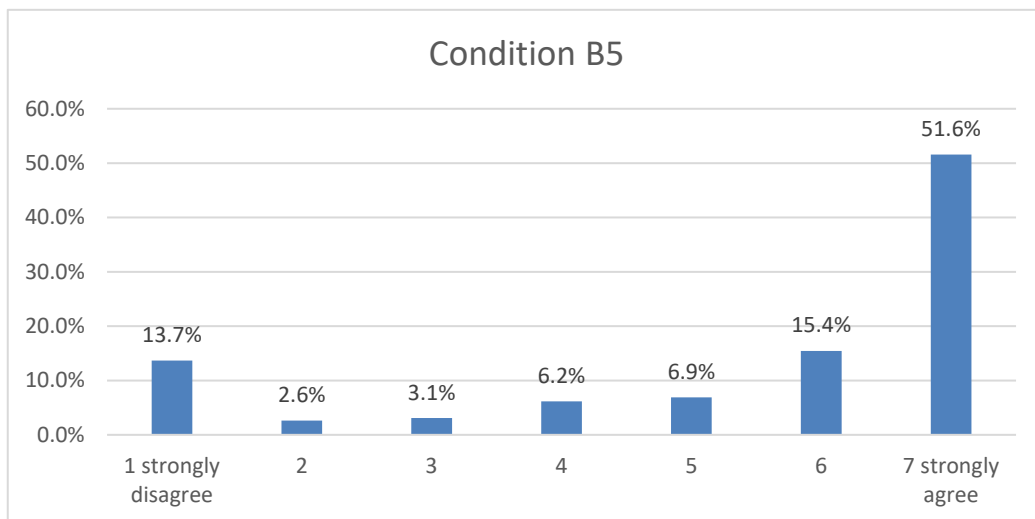
B.3 You must provide a copy of your insurance certificate and/or policy Schedule to Us at the point of licensing via our online portal or by sending a copy by post within 14 days of licensing your boat. You agree to provide a copy of your insurance certificate, policy terms and conditions and policy Schedule upon request. (n = 2795)



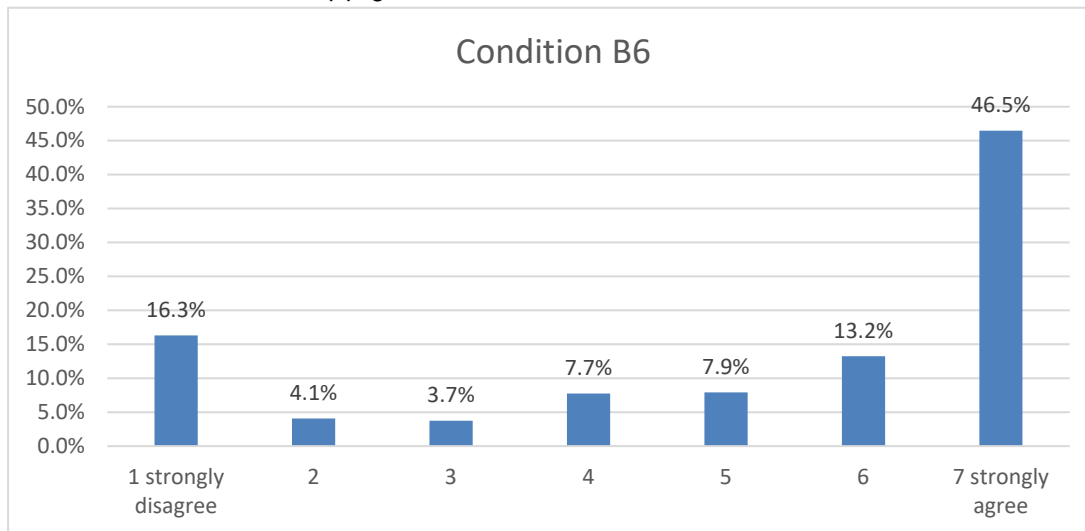
B.4 You agree that we may contact your insurer and/or broker to check the validity of your policy, and you consent to the insurer and/or broker giving us such information as we may reasonably require. (n = 2799)



B.5 You agree to us providing information that we hold about the use, apparent structure, and construction of your boat to your insurer and/ or broker. (n = 2790)



B.6 If your current insurance certificate expires during the Licence (including any renewal), you must provide evidence of the renewed (or new) insurance and the Conditions of B.1, B.2, B.3, B.4, B.5 and B.6 apply. (n = 2779)



B - Common concerns/themes:

"Why can't the Trust have an equivalent to the Motor Insurers' Database?" (15.2% of responses)

This may be something to aspire to but would take significant planning, buy-in from other stakeholders, and investment. It is beyond the scope of this consultation.

"How does the sharing and storing of information comply with GDPR?" (11.2% of responses)

This is covered in the GDPR section at the start of this report.

"This proposal is too confusing/not plain English." (9.8% of responses)

We have heard this feedback and have improved the readability. Please see the ease of reading section, above.

"This will mean that boaters will have to upload/update details twice a year." (8.5% of responses)

Boaters will only need to update your details when a change occurs to the policy. If there is no change to the insurance policy at the point of licence renewal, there will be no need to update the record.

"The Trust should send reminders for when insurance is due to expire." (4.5% of responses)

As we do for Boat Safety Certificates, we will be starting to send text message reminders to boaters that opt to receive them.

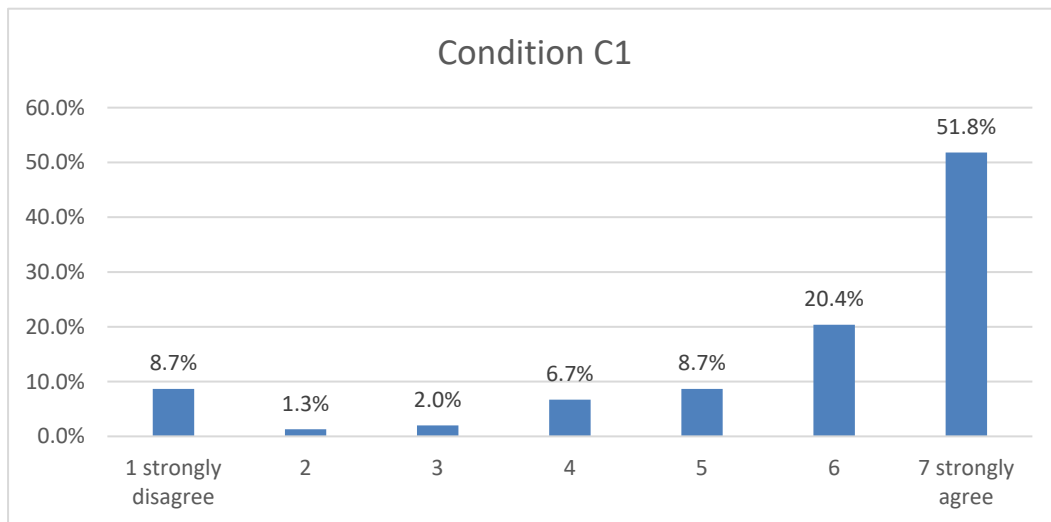
"There was no proposal 'B1' when I filled in the consultation survey." (1.8% of respondents)

On the first day of the consultation, a numbering issue meant that Proposal B started at 2 and ended at 7, when it should have started at 1 and ended at 6. We fixed this the same day and apologise for any confusion. If you filled the survey in at this time, your comments have been recorded and adjusted during analysis to relate them to the correct proposal.

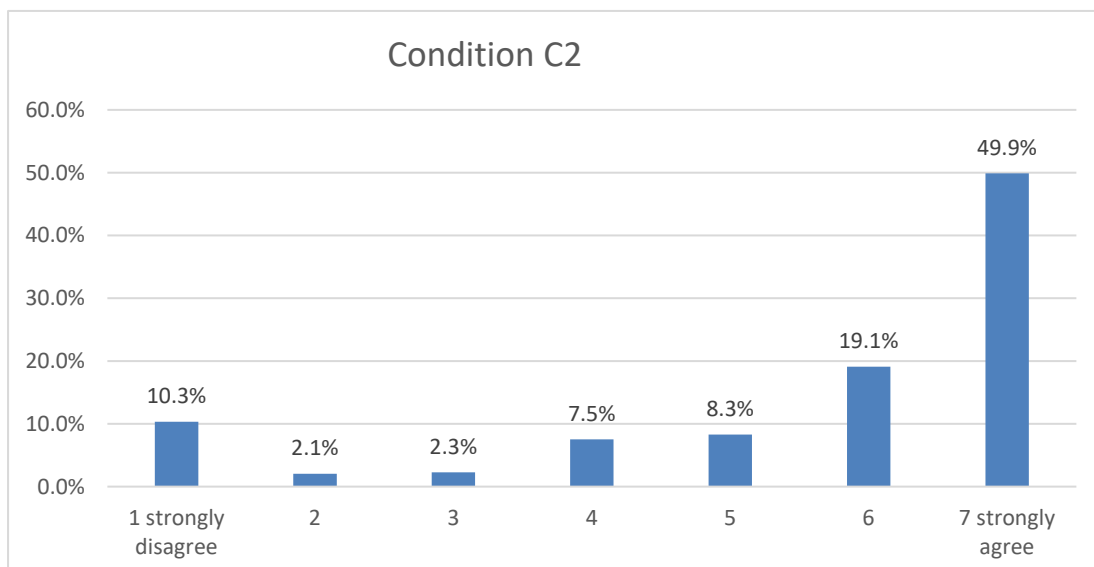
SECTION C - TERMINATION PERIOD

Proposed changes

C.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. Subject to Condition C.3, we will tell you how long you have to put things right. This time will be at least 28 days. We may extend that time if we feel that is reasonable for all parties to achieve a remedy. (n = 2690)



C.2 If you do not put things right within the time we have given you, we will terminate the licence and you must remove the Boat from our Waterways within 28 days. We will rebate the cost of the unused part of the Licence in accordance with our Refund Terms as of the date on which you have removed the Boat from our Waterways. (n = 2632)

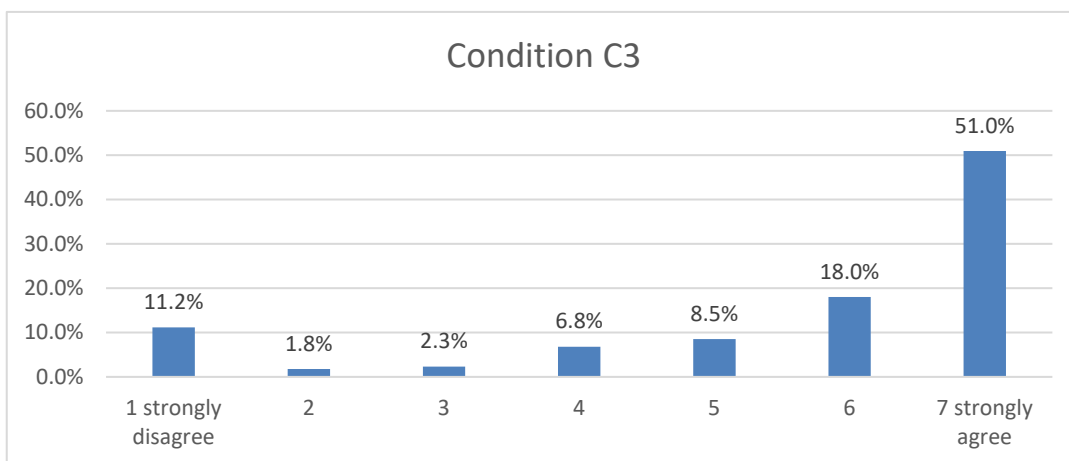


C.3 In the case of repeated breaches of these Conditions over the course of a licence or where a breach causes Us the reasonable belief that there is serious a risk of endangerment of the health and safety of other people or the likelihood of damage to or pollution of any Trust or third-party asset, or where there has been a failure to pay for the licence we reserve the right either to:

a) immediately suspend your Licence pending an internal investigation to determine whether the breach is capable of remedy. Whilst your Licence is suspended you may not use the Boat to navigate on our Waterways until further notice from us and during the suspension the Boat must remain moored where specified by us unless you choose or you are directed by us to remove the Boat from our Waterways, or;

b) terminate your Licence immediately if we conclude that the breach is clearly incapable of remedy, the number of repeated breaches is believed to be unreasonable and likely to continue or the risk to health and safety of others is deemed too great.

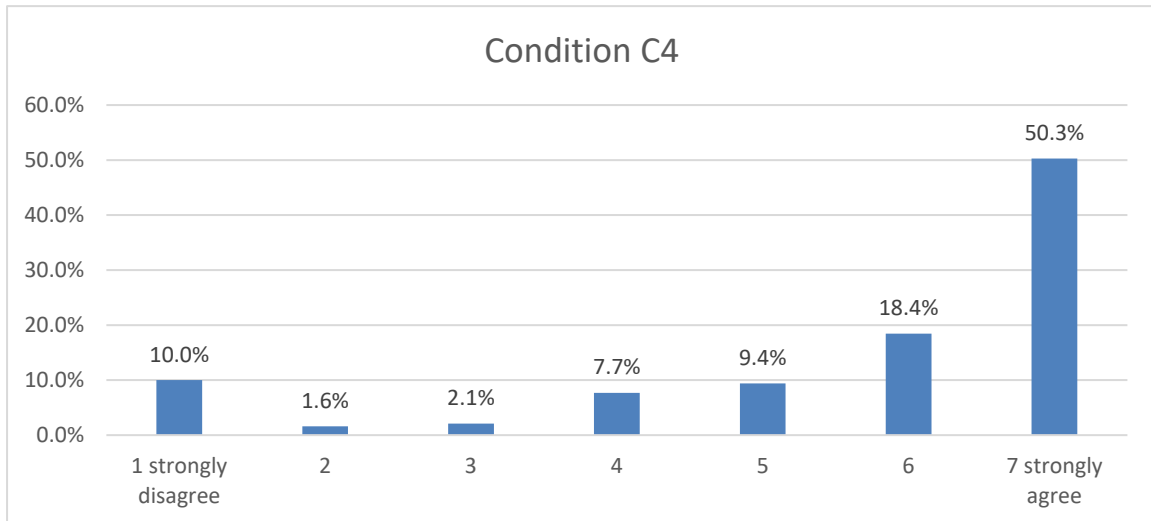
No refund will be payable for any period of suspension or for what would have been the remaining period of your Licence if it had not been terminated in accordance with this Condition C.3 (n = 2626)



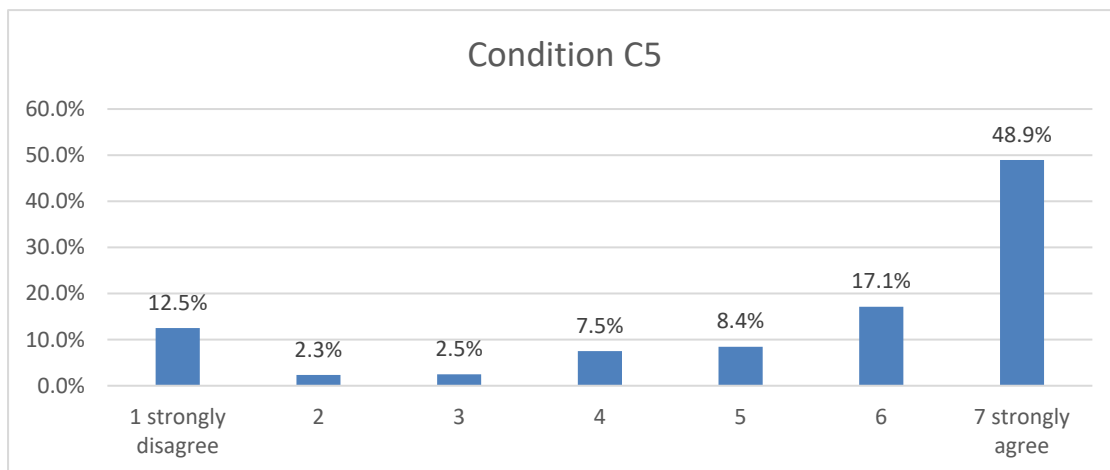
C.4 If we notify you of the suspension your Licence under Condition C.3(a) above, we will aim to notify you of the outcome of this investigation within 14 days of the suspension taking place, otherwise you will be notified of the requirement for an extension and for how long that extension will be.

Following the outcome of the investigation, you will either be notified of a period in which to remedy the breach or your Licence will be terminated under Condition C.3(b)

(n = 2618)



C.5 If your Licence is terminated in accordance with this Condition C, you agree that for the remainder of what would have been the Licence period, you will not apply for a new Licence and you will remove the Boat from our Waterways. Should you apply for a new Licence during this period, we will not consider the application. (n = 2617)



C - Common concerns/themes:

"Is there an appeals process? How do you remain impartial?" (15.7% of responses)

There is no specific appeal process for the termination process. Our regional teams will usually attempt to resolve the incident or incidents that lead to a licence termination. At the point of suspension and investigation or termination, members of our national boat

licence support team, legal team and, where relevant, our welfare officer will become involved. They will review the case and provide a degree of assurance to the process and ensure impartiality.

Should termination of the licence still occur, in the case of a boat that is lived on, the case will be heard before a judge, as we will obtain a court order before removing such boats. In non-liveaboard cases, there is an option for the boater involved to approach the court themselves.

As the boat licence forms a contract between the Trust and the licence holder, we also have the Waterways Ombudsman as our route of Alternative Dispute Resolution and an affected boater can refer the matter to the Ombudsman, having gone through our internal complaints process.

"28 days does not seem long enough to remove a boat that's licence has been terminated." (13.4% of responses, combined with below theme)

The 28-day notice usually follows a period where we work with the boater to try to resolve the issues and keep their boat on the water. In the most serious cases, where the behaviour has caused or risked serious injury or damage, we may terminate the licence immediately.

If a boater intends to remove the boat and has plans in place that they can show us, we will consider extending this time if we're satisfied with the plans and are kept informed.

If the boater does not remove the boat in this time and has no plans to do so (or has not shown plans that are likely to happen) then we will serve further notices to inform the boater that we will remove the boat. We will then plan its removal. In a minority of cases, the boat being removed is lived on. In these cases, we will also await a court hearing and the grant of an order prior to planning the removal. This can extend process by a significant period, which allows for arrangements to be made by the boater.

"What about people with vulnerabilities or who will become homeless if they lose their boat." (13.4% of responses, combined with above theme)

We take our support of vulnerable boaters seriously and have a welfare officer in place to oversee such cases. Our licence support teams are also trained and experienced in spotting and understanding vulnerabilities. Where there are vulnerabilities, we work as closely as possible with the boater to address any issues and keep them licensed. This includes working with other charities and support agencies, signposting to support, and helping to ensure they are receiving the correct benefits. We also have an Equality

Process to help support boaters meet their cruising requirements under the Equality Act 2010.

If we do get to a point where licence termination is unavoidable, we will do our best to ensure that the boater concerned has been signposted to relevant support and ideally has plans for their next steps in place.

Typically, around 10% of the boats we remove from the water are lived aboard. It truly is the last resort, and we will always try to reach a reasonable solution with the boater before the boat is removed. We will also offer signposting and, where we can, support with the next steps and move-on plans.

"How do you notify the boater of the breach?" (9.5% of responses)

We use all methods possible. We will write a letter, which will be posted to the registered address and hand delivered to the boat using our sightings data. Where we have an email address, we will send an emailed copy. We will also try to contact the boater by phone, if possible, if we cannot deliver the notification electronically or in writing.

"If people fix the problem they should be allowed to relicence." (4.2% of responses)

This condition explains that, for anything but the most serious or persistent breaches of the terms and conditions, an opportunity will be provided to fix the problem. We want boaters to stay on the water and to comply with the licence terms. We would rather highlight an issue to the boater and have them remedy it than terminate their licence.

Where their behaviour has caused or risked serious injury or damage, or is repeated with no sign of improvement, then we may suspend the licence to investigate further or, in the most serious cases, terminate the licence immediately.

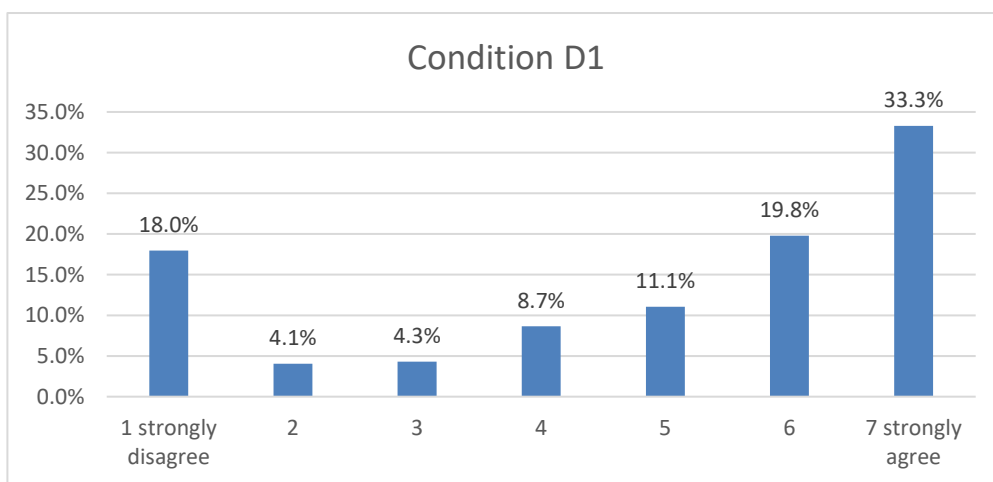
Our investigation, including evidence from the boater concerned, may show that the breach can be fixed or is not likely to be repeated and therefore the licence will be fully reinstated.

In cases where the licence is terminated, the boater can apply for a licence again once the terminated licence period has passed.

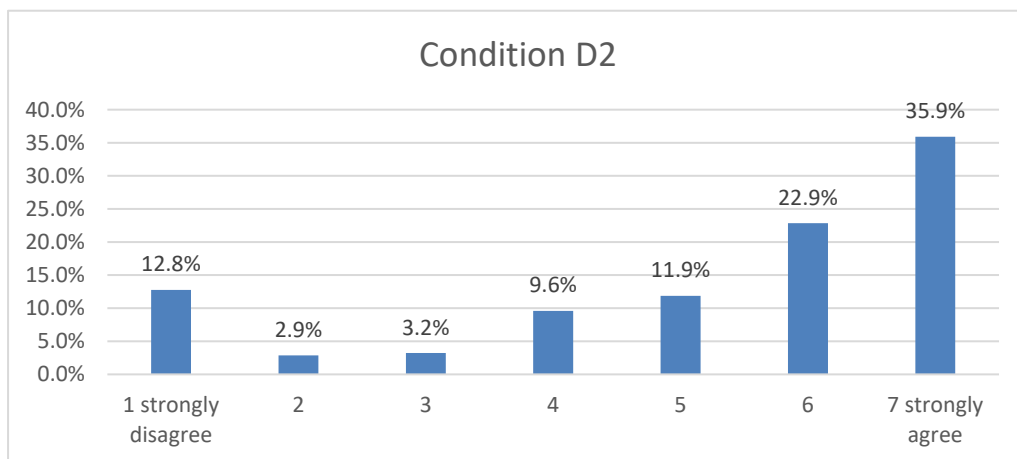
SECTION D - OUR OBLIGATIONS & REFUNDS

Proposed changes

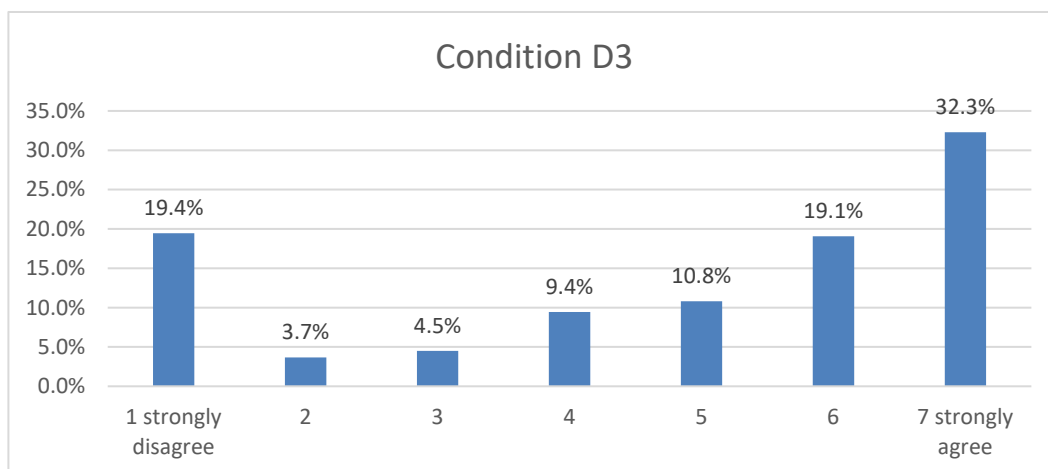
D1 The Licence fee grants permission for the licensed boat to be present on Trust owned or managed Waterways. The Licence is not a guarantee of access or availability of the waterway. Refunds of Licence fees will not be made for closures as described in this Condition D. (n = 2713)



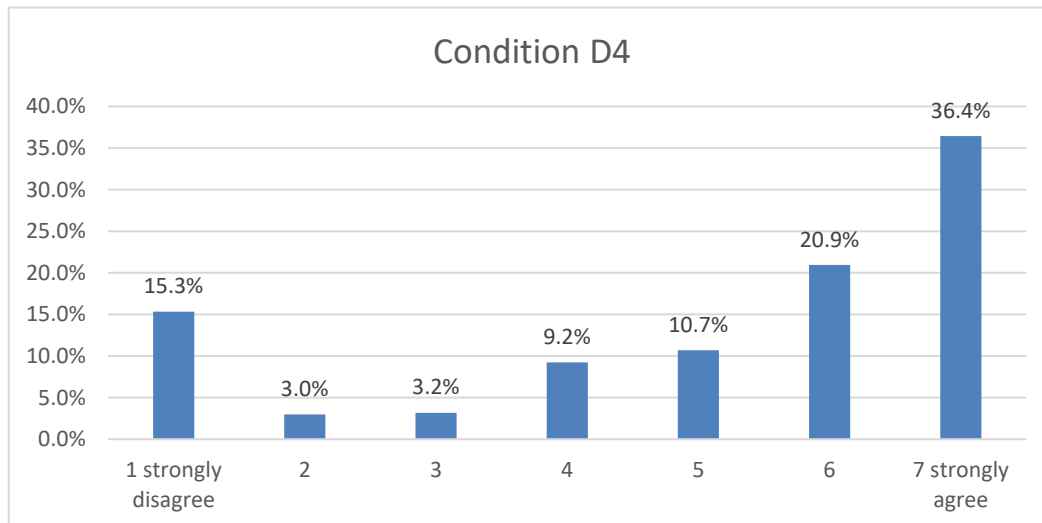
D.2 We will do our best to keep the Waterway open for navigation. Closures may be required as a result of unforeseen events or essential maintenance and repair work. Except in emergencies or for unavoidable reasons, we shall try to arrange our maintenance work to cause you the least disruption. We will, where possible, advertise closures and indicate how long they will be in place for. This will allow licence holders to plan their cruising around closures. There may be circumstances beyond our reasonable control which mean closures over-run and we will advertise delays as quickly as possible. There may be other occasions when, due to causes beyond our reasonable control, we have to close part or (exceptionally) all of the Waterway. (n = 2656)



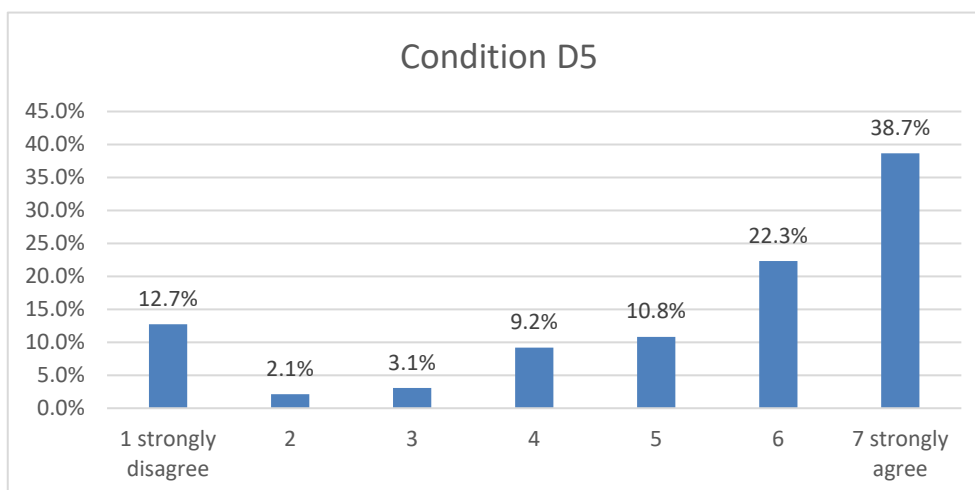
D.3 We exclude any liability for any damages arising from the closure of the Waterway (save for any damages arising from personal injury or death caused by our negligence). (n = 2648)



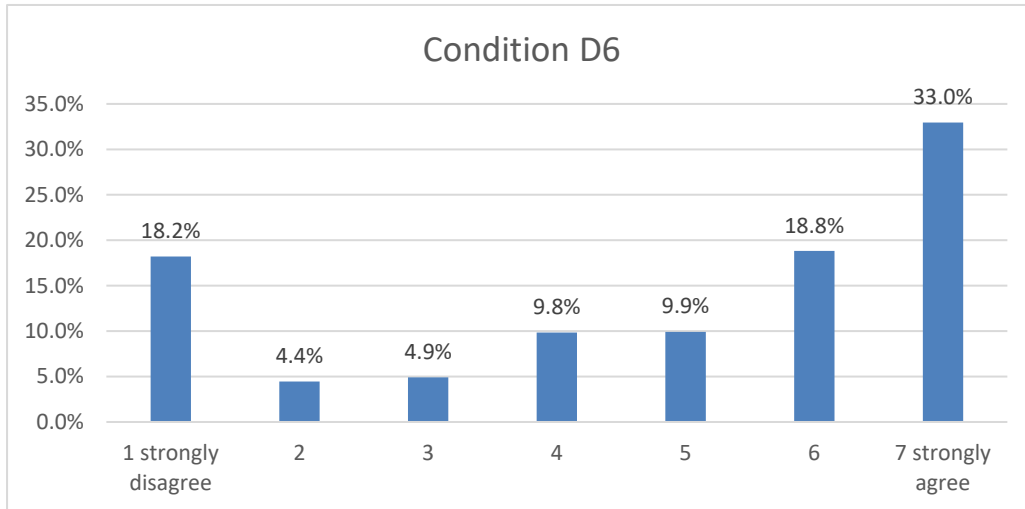
D.4 Refunds of Licence fees are only available for six- and twelve-month standard pleasure Boat Licences where the boat has been removed from the Waterway or sold to a new owner. (n = 2654)



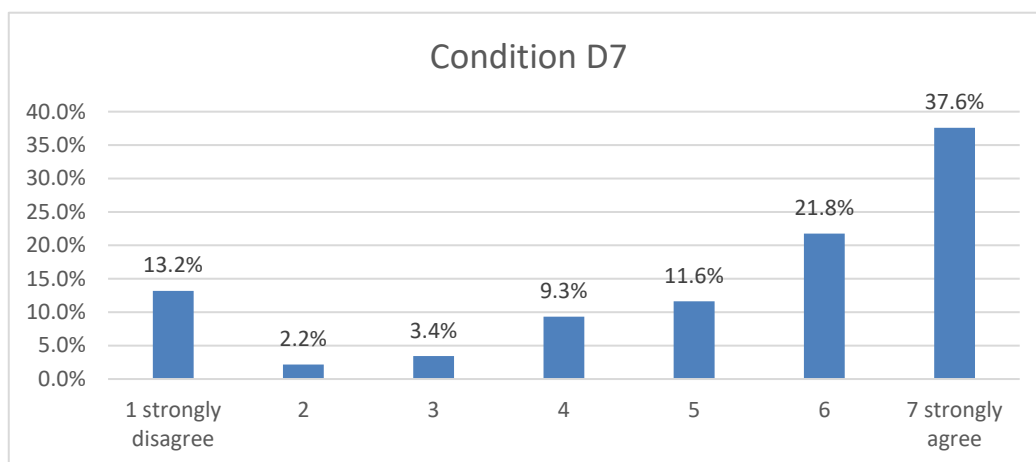
D.5 Refunds will not be processed until you have removed the boat from Waterways owned or managed by the Trust, or we have received your notification of change of ownership in accordance with Condition D.4. (n = 2633)



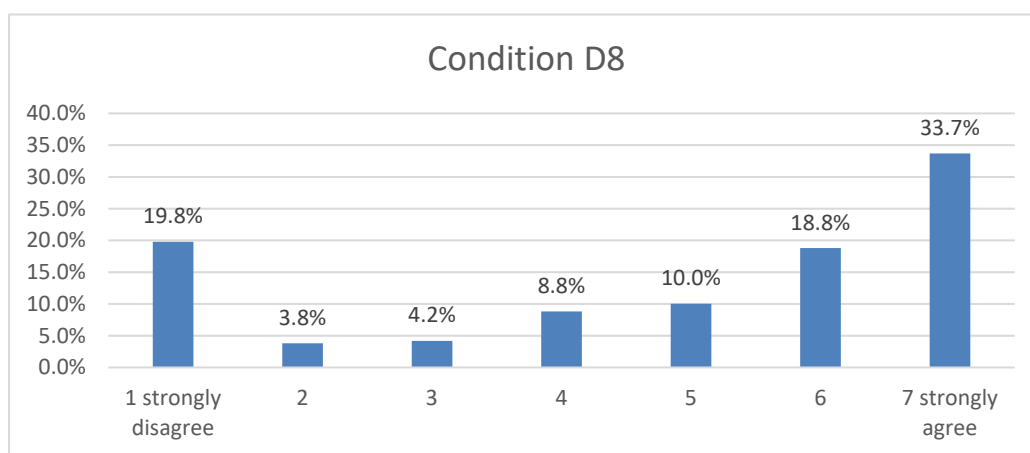
D.6 To request a refund, you must inform us in writing and return your two Licence discs to our Boat Licensing team. (n = 2652)



D.7 Refunds are made on a pro rata basis for whole unused months only. We calculate the number of unexpired months from the day we receive your written refund request and your two Licence discs. If you are paying by instalments, we will deduct the difference between the full Licence cost and the total amount you have already paid from the refund payment. (n = 2639)



D.8 There is no entitlement to a refund arising out of the closure of the Waterway as described in Condition D, unless your boat has been removed from Waterways owned or managed by us. (n = 2632)



D - Common concerns/themes:

"Why are you asking for the return of licence discs still?" (36% of responses)

It is a fair question. As licences are now largely printed by the boater, we have removed this from the amended condition.

"You say 'inform us in writing'. Can I email?" (2.5% of responses)

Yes, we just need a documented record of the request for a refund. Letter or email are best.

"You're distancing yourself from maintaining the waterways. Too much spent on other things" (10.5% of responses)

The wording in this proposed condition relating to our responsibility to waterway maintenance was very similar to the previous condition that has been in place for over five years. This proposal does not change our position.

As mentioned earlier, when considering income from boat licences alone, for every pound we receive, we spend around another 8 on our waterways. We run an extensive reactive and planned maintenance programme across the 2,000 miles of our network. The waterways, and keeping them open for navigation, are at the core of what we do.

We have an obligation under Section 105 of the Transport Act 1968 to maintain the waterways, which we have fulfilled and fully intend on fulfilling in the future. Since the

Trust took over from British Waterways, we have an obligation to preserve, protect, operate, and manage inland waterways for public benefit for navigation. We will continue to do this.

Our focus and perceived spending on wellbeing was also highlighted. Bringing new people to our waterways is crucial for our future. As we head into our grant negotiations with Government in 2022, it is more important than ever to demonstrate the health and wellbeing benefits of the waterways to the wider UK population.

What does 'do our best' mean? (4.7% of responses)

Some people felt that saying we would do our best to keep the waterways open was too vague. Others wanted us to use 'legally recognised' terms, like 'reasonable endeavours'. We're making an honest commitment to 'do our best', meaning it in the way it would usually be used.

We will do the best job that we can to keep the waterways open when considering resource, finances, or exceptional events. We understand the impact the closure of a waterway or part of a waterway can have, and we will try to minimise closures.

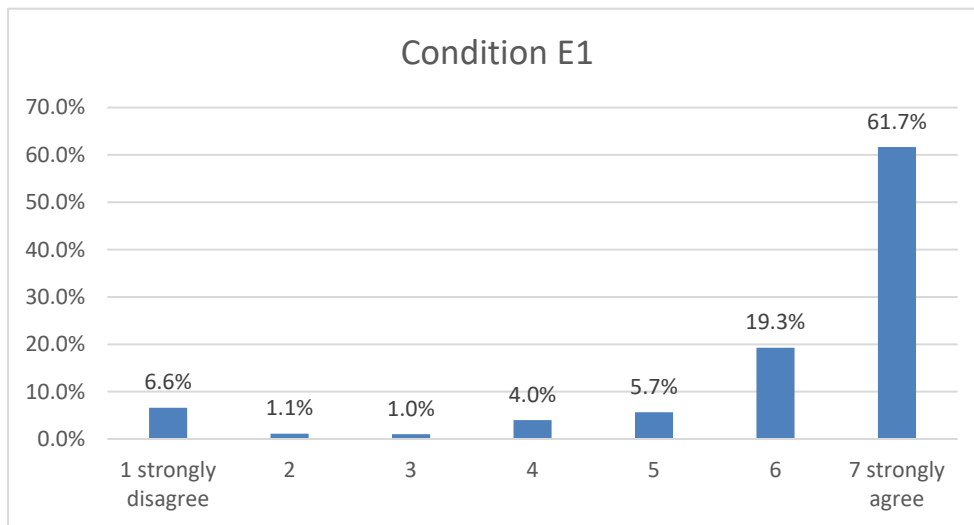
"Are you trying to remove the winter stoppage period and have planned stoppages year-round?" (4.7% of responses)

No, we're not. We still intend to carry out as much of our maintenance work as possible during the 'winter works' period between November and March. There may be times where this isn't possible and, when that is the case, we will try to schedule the works to have the least impact. We will aim to use unplanned year-round closures, for example due to drought, to carry out works where possible.

SECTION E - BOAT SAFETY CERTIFICATE

Proposed changes

E.1 The Boat must comply with the Boat Safety Scheme requirements (set out in Schedule 1 below) at all times. (n=2687)

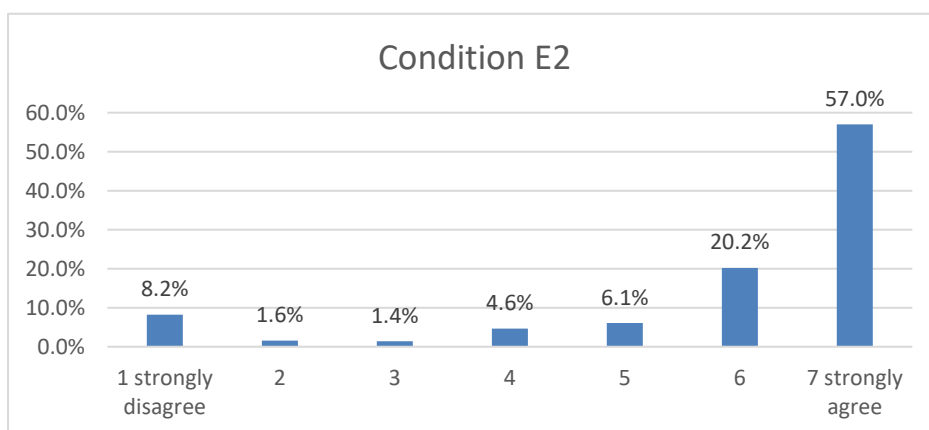


E.2 When applying for a boat licence you must produce evidence that the Boat meets these standards. Acceptable evidence is one of the following:

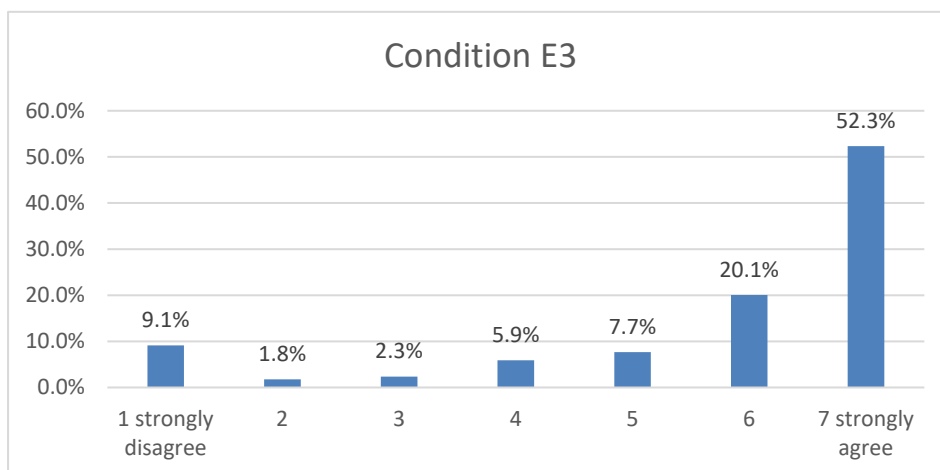
E.2.1 provision of your Boat's valid boat safety certificate number;

E.2.2 a current Declaration of Conformity with the EU Recreational Craft Directive which shows the specification of the Boat. This declaration must be less than four years old (one year for 'sailaways');

E.2.3 declaration that the boat is exempt from the Boat Safety Scheme Standards. We may require certification of the exemption. If the Boat is exempt you will need to select the appropriate drop-down box on your online customer application form.
(n = 2651)



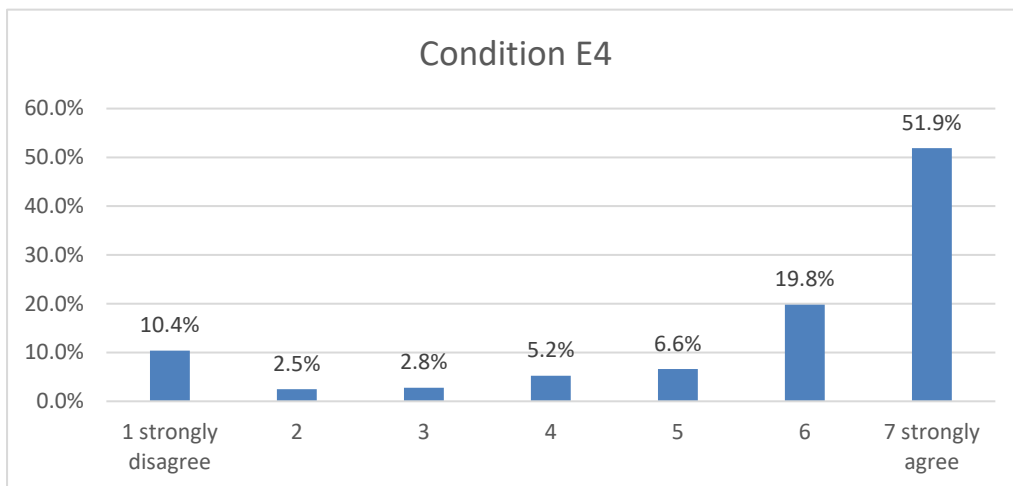
E.3 You should ensure that the evidence we hold in respect of your boat meeting these requirements is up to date at all times. If the evidence has expired, you must update your details via the online portal. (n = 2642)



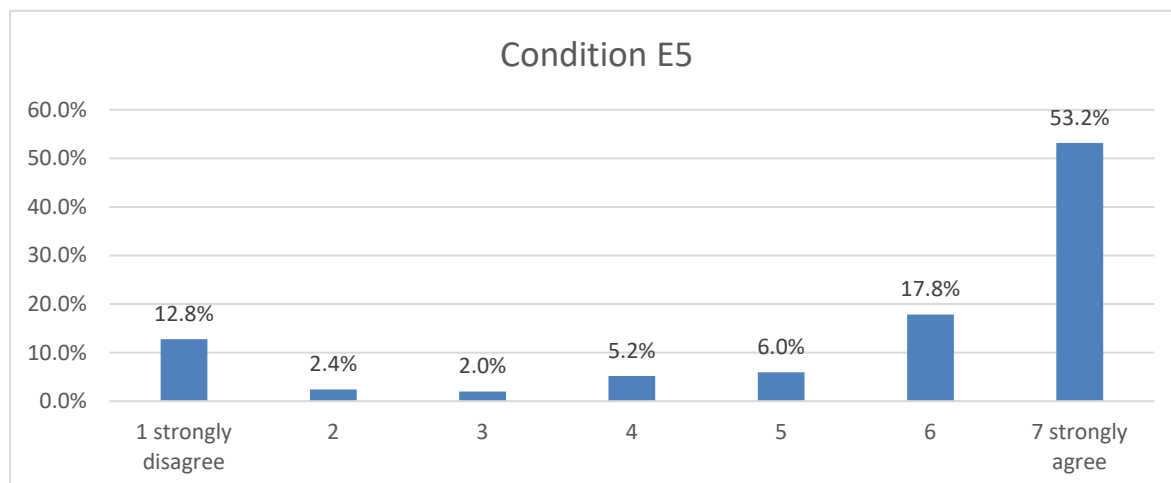
E.4 Once your Boat is licensed, we may ask for further evidence of compliance or exemption from the Boat Safety Scheme Standards. Acceptable evidence may include, but is not limited to:

- E.4.1 provision of your Boat’s valid boat safety certificate number;
- E.4.2 provision of photographic or video evidence that identifies your Boat and demonstrates compliance/exemption;
- E.4.3 completed and satisfactory inspection of your Boat by a Trust representative, within a reasonable time;
- E.4.4 formal certification of exemption, e.g. Certificate of decommissioning of a diesel engine or gas system;
- E.4.5 other satisfactory evidence that the boat is exempt from the Boat Safety Scheme Standards.

(n = 2637)



E.5 To protect the safety of all our customers, we may operate a spot check on the fuel, gas, and electrical installations on board any boat which we have reason to believe no longer meets the required standards. (n = 2637)



E - Common concerns/themes:

"Section 7 of the 1983 British Waterway Act already gives you powers to check the safety of boats - you don't need more." (6.8% of responses)

Section 7 of the 1983 Act does provide the Trust with the power to board a boat for the purpose of examining it to ensure it is safe. At least 24 hours' notice must be given unless there is an immediate danger.

The inclusion of the similar proposed term serves two purposes: it highlights this important power to the boater in case they are unaware of it, and it provides us with an alternative option of dealing with non-compliance. As a breach of licence conditions we can deal with the matter as a breach of licence rather than a prosecution, which may not be the most effective way of resolving the issue. Section 43(3) of the Transport Act allows us to include this as a condition of licence.

"My boat is private property. You can't spot-check it. It's like stop and search for boats." (7.6% of responses)

As mentioned above, Section 7 of the British Waterways Act 1983 does provide the Trust with the power to board and examine a boat to ensure it is safe.

It is clear that the wording of the proposal made people feel that we would be doing this randomly and without notice. That is not the intention. We would only want to check that a boat is safe where we have concerns that there is a safety issue, for example where a

boat declared as being Boat Safety Scheme-exempt shows clear evidence there is an installation or appliance on board that needs Boat Safety certification, or that there are other safety concerns about any equipment or installation on the boat. In these circumstances we would contact the boater to discuss and consider arranging an appointment to check the boat.

The only time we would ask to examine the boat there-and-then would be where there is a serious, clear, and immediate risk to safety. We have reviewed the wording based on the feedback to make this clearer.

"The Trust aren't qualified to assess my boat for safety." (8.9% of responses)

This concern was raised regarding both the 'spot-check' and the 'further evidence' section, where we may ask for a Trust representative to inspect the boat. In both cases, the Trust representative would not necessarily be a direct employee. A commissioned Boat Safety Examiner or surveyor, for example, could be that representative. A Trust employee could identify if a boat declared exempt has obvious installations on board that require certification and could spot other more obvious issues but would not be used to 'certify' or conduct an in-depth or technical inspection.

"The Trust are asking for a lot of extra evidence to prove compliance with, or exemption from, Boat Safety. This is a lot to ask of boaters and the certificate number should be enough." (7.8% of responses)

Where a boater isn't exempt from the Boat Safety Certificate, and has an up-to-date, valid Boat Safety Certificate number, that will be all we need to cover the Boat Safety element of the licence application.

The only time where we will ask for additional evidence is if we believe that something has changed and the boat may no longer be compliant, or where there's evidence to suggest that the boat is not exempt when declared as such. Examples of this may include visible damage to a previously certified installation or the presence of an installation on a boat claiming exemption from the Boat Safety Certificate.

"People shouldn't be able to simply 'self-declare' exemption. There should at least be an examination to show exemption." (7.2% of responses)

The ability to self-declare exemption falls outside of the scope of our terms and conditions. Changes to self-exemption would need the involvement of the Boat Safety Scheme and other navigation authorities.

"We've left the EU. The EU craft directive is no longer relevant." (6.6% of responses)

The EU craft directive remains a standard to ensure that boats are built to be safe. It is possible that a UK equivalent may be created in future now we have left the EU, however the current standards remain acceptable and a good benchmark for craft safety.

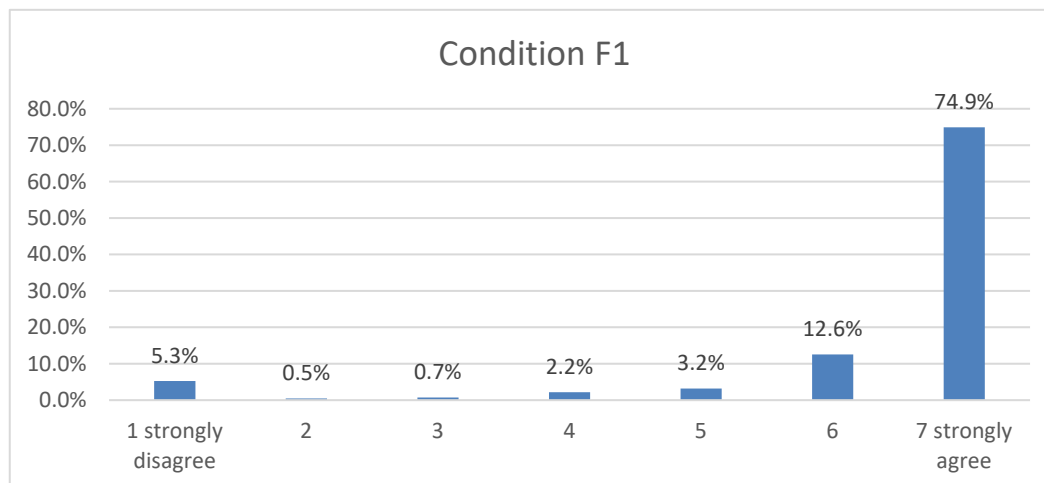
"You already have our Boat Safety Certificate number because their computer is linked to yours." (4.4% of responses)

While there are some links between our system and the Boat Safety Scheme, we do need boaters to input their Boat Safety Certificate number, as our system is not automatically populated by the scheme's computer.

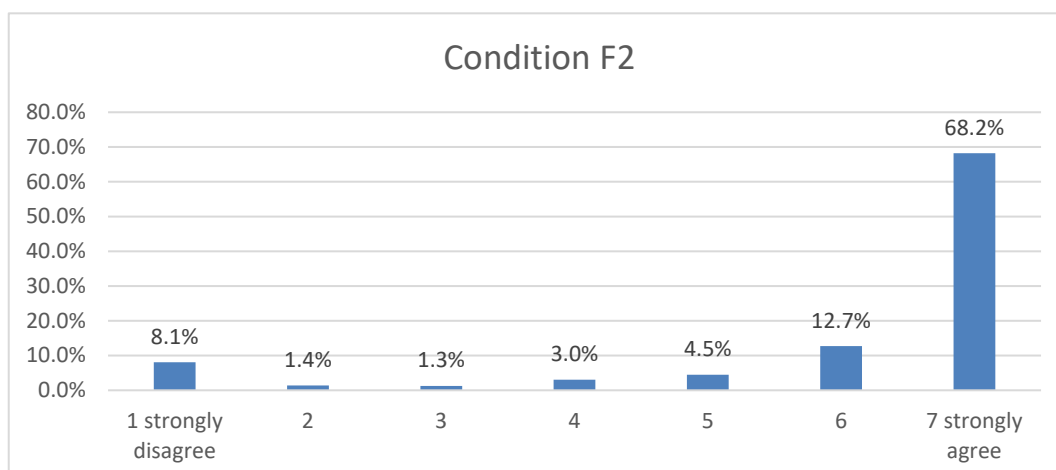
SECTION F - WIDER OR LARGER DIMENSIONED BOATS

Proposed changes

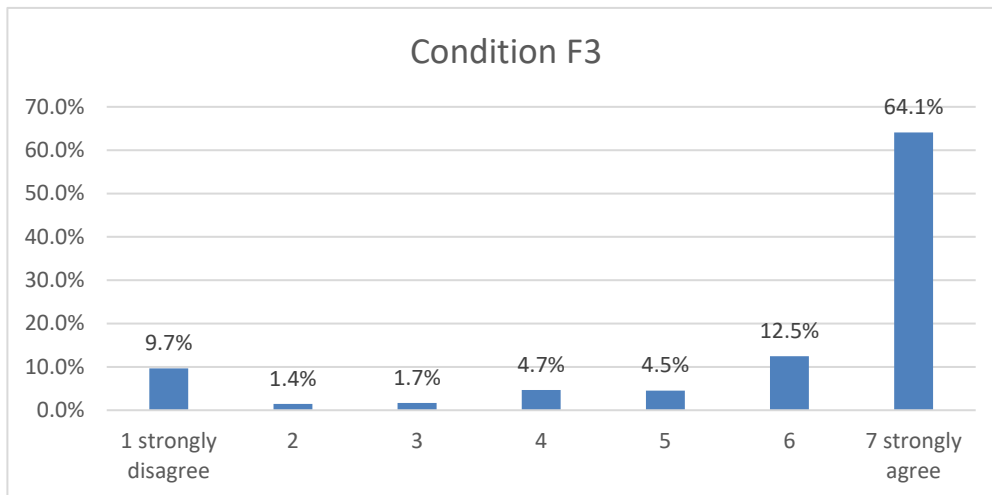
F.1 The boat should be fit for navigation on the Waterway where it is intended to be used.
(n = 2808)



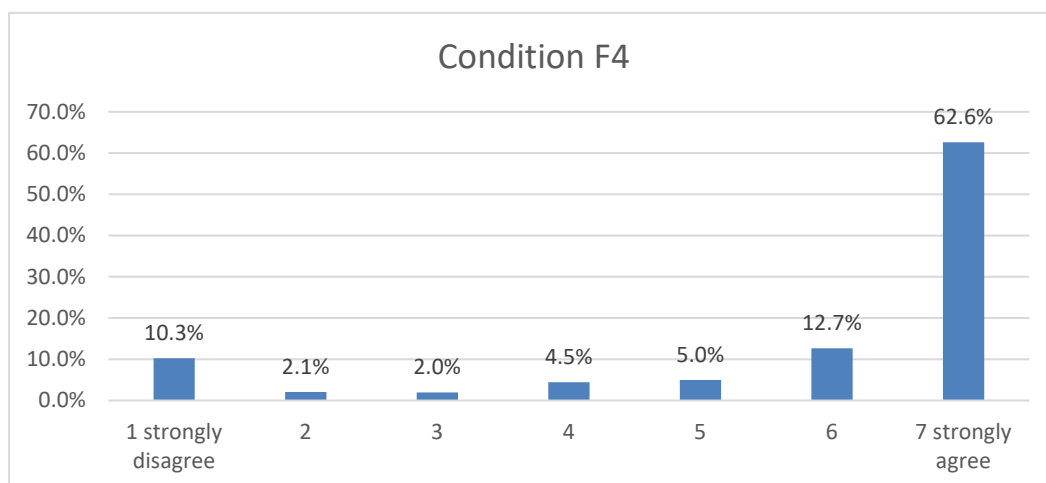
F.2 Whilst cruising on our network, your Boat must not exceed the maximum craft dimensions for the Waterway at any time. This includes the height, draught, beam, and length of your vessel and where two or more boats are cruising together, the total height, beam, draught and length of both boats in their combined cruising formation. (n = 2768)



F.3 Maximum craft dimensions are published on our website from time to time and may be subject to change. (n = 2766)



F.4 You should ensure that you have available for immediate use proper fenders of suitable material and condition, and you should use those fenders whenever there is a risk of the boat striking against any boat, structure, or object. (n = 2760)



F - Common concerns/themes:

"This is unfairly targeting widebeam boats." (3.3%)

This proposal is aimed at all craft dimensions, not just beam. It intends to protect the waterways and the boats on them from damage and the safety risks caused by boats that are too big for the waterway they are used on. This proposed condition can help us manage cases where boats are striking bridges because of their air-draft or profile, or

damaging locks because of excessive length, as well as issues associated with widebeam craft.

"Your published waterway dimensions are not accurate." (6.5% of responses)

The information we publish on the maximum craft dimensions permitted for each waterway are based on the dimensions we are required to maintain the waterways to. This information is mostly contained in historic documents and it is what we use to inform our dredging programme and maintenance work. The documents set out the minimum dimensions that must be maintained but in some cases the waterway may be larger or, if dredging works are required (for example if flooding has created a build-up of silt), they may be temporarily constrained until that work is completed. We keep them as accurate as reasonably possible.

Some of the feedback to the consultation was that the published dimensions shouldn't be the only thing that this proposed condition was measured against. We agree that there may be other information available that can help boaters make decisions about the suitability of their boats' dimensions for the waterway they intend to use it on and have changed the wording to reflect that.

"Tumblehome should be mentioned." (c.1% of responses)

Not a statistically significant comment, but a valid one that was mentioned by some boating groups. Tumblehome, in broad terms, is a measure of how much the cabin or above-deck structure slopes inwards from the gunwales to the start point of the roof. The less tumblehome, the squarer the profile of the boat. A squarer profile is more likely to cause damage when passing through some tunnels and under some bridges.

There is currently no standard for tumblehome on new boats and defining any requirement would be difficult, and not necessarily known to an average boater. However, we agree that the profile of the boat is an important consideration for what this proposal set out to achieve and we have included new wording to cover that in clearer terms.

"This means we have to use side fenders a lot. They can cause other problems in locks and other situations" (9% of responses received)

We have listened to the feedback. Whilst having proper fenders ready for use at all times is a requirement of the General Canal Byelaws, we accept that side fenders, particularly, can cause issues where there is reduced space. We have removed this from the proposal and will instead try to provide helpful information about fender use for those newer to boating.

"This isn't fair for some historic boats or boats that are towing or breasted up and being used responsibly." (12% of responses received)

The aim of this proposal was to protect our waterways from damage, and to prevent damage or obstruction to boats caused by other craft that are too big for the waterway they're used on. Responsibly used craft that, for example, separate to use a lock before breasting back up, or adjust their positioning in a lock to accommodate length, or otherwise remove any risk of damage to our waterways or other boats, are not the focus of this condition. We have changed the wording to better reflect that.

"You said that 'Waterway dimensions may be subject to change'." (17% of responses received)

We did, but we weren't clear enough in what we meant. We have an obligation to maintain certain waterways to certain dimensions and we will meet that obligation. This proposed condition refers to situations where works or repairs mean we must temporarily reduce, for example, the width of a navigation for the duration of the work. This is not an attempt to excuse us from dredging or otherwise maintaining the waterways. We will improve the wording to make this clear.

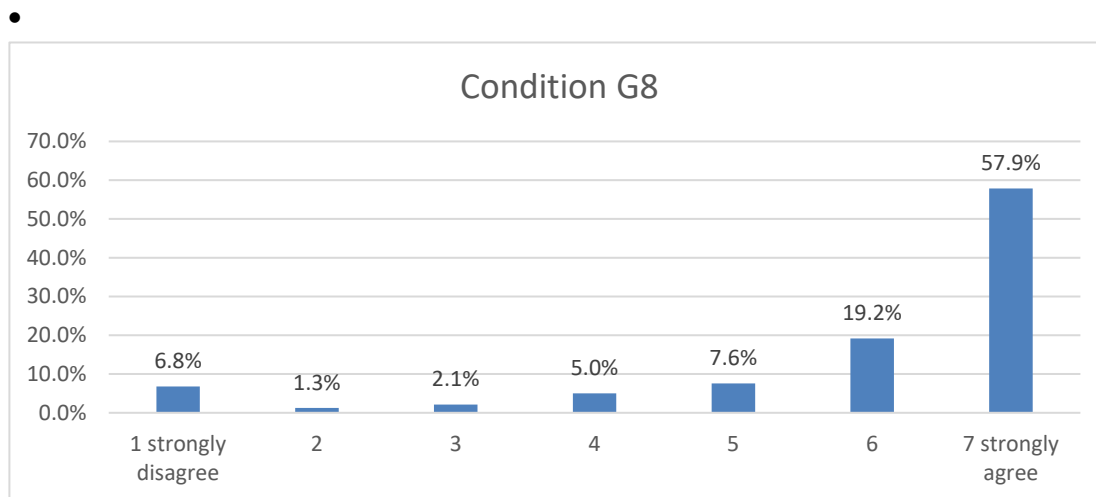
"There are too many widebeams on the water now and lots moor badly" (10% of responses received)

We welcome any sized boat to our waterways as long as it is appropriate for the water and meets our licence requirements. We are clear where on our network widebeams are appropriate and we have an improper mooring process to tackle poor mooring, whatever the beam of the boat. Responsible and considerate boat use is not related to boat beam.

SECTION G - CHANGE OF OWNERSHIP

Proposed changes

G.8 You must notify us via the online portal or by returning the “ownership and keeper transfer” form within 14 days of when you sell the Boat, transfer ownership to another person, or the keeper of the boat changes. If you cannot access this form online, our customer service team will post you a copy for completion and return. You must provide all parties’ details in the case of shared ownership. If you do not let us know the details of any new owner or keeper, the Boat will remain registered in your name and you will continue to be responsible for it (including payment of future Licence fees, sums payable under Conditions 6.4 and 6.5, and the costs of any related legal action).” (n = 2639)



G - Common concerns/themes

"This is too much of a burden on the seller. How do we know the buyer is giving the right details?" (11.6% of responses received)

The information requested is largely the same on the new form as is currently requested by us. To improve our data quality, we're asking that the form is completed rather than sending us a written update on ownership. A seller should take reasonable steps to ensure they have enough information to have confidence in their transaction with the buyer, but we accept that the seller cannot be held accountable if details given to them are incorrect. We ask the seller/previous licence holder to inform us of the new owner/keeper/licence holder because as long as the boat remains on our water, we can find it and confirm the details with the people on board.

"What if I'm selling through a broker?" (5.5% of responses received)

Please include the broker details on the form. We can then establish new owner/licence holder details if the boat returns to our water after the broker sells the boat on.

"14 days isn't long enough to return the form." (11.6% of responses received)

We are keen to keep the return requirement below 28 days because it reduces the chance of the new owner/licence holder owing backdated licence fees from the first month. We appreciate that printing and posting may take time and will extend the period to 21 days but ask that the form is returned asap.

"Why do you need all details for shared ownership? What if I don't have them?" (2.6% of responses received)

There are legal reasons why we may need to have the details of all the people who own a share of a boat – we may need to serve papers to them or name them in cases or claims. We may also need to contact them in case of emergency, where there is an issue with the boat, or to prevent loss of or damage to the boat.

"There should be a proper system like the DVLA have to record boat ownership. Even something like the V5 form would be a start." (9% of responses received)

The new 'owner keeper form' referenced in the proposal – to be called the 'New Details' form – will capture more detail and is similar in the detail requested to the DVLA V5. It is also required to be filled in, rather than the current requirement to just inform us in writing of a change of ownership. The new proposal and form are intended to improve the data quality we hold and give more complete information.

"You don't need this. You have powers under section 6 of the 1983 British Waterways Act to identify boat owners." (7.2% of responses received)

We can require details using Section 6 of the 1983 Act. However, that is reactive rather than proactive and may mean a delay in transferring ownership/licence holder information. It is better for us and for boaters to have the new details at the earliest opportunity, rather than waiting to have an issue, sight the boat and then make a section 6 requirement. This could result in debt accruing for the new licence holder, action being taken against the wrong person, or delay in an insurance claim or our ability to enforce terms and conditions.

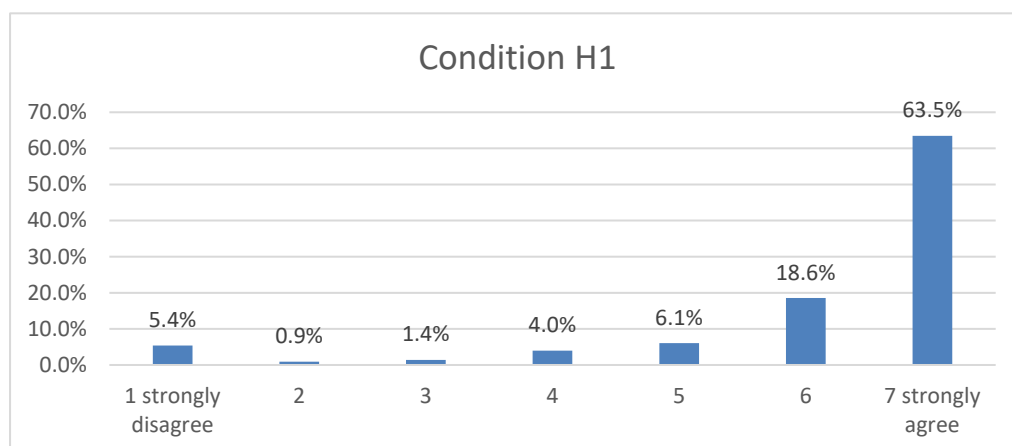
SECTION H - FALSE DECLARATIONS

Proposed changes

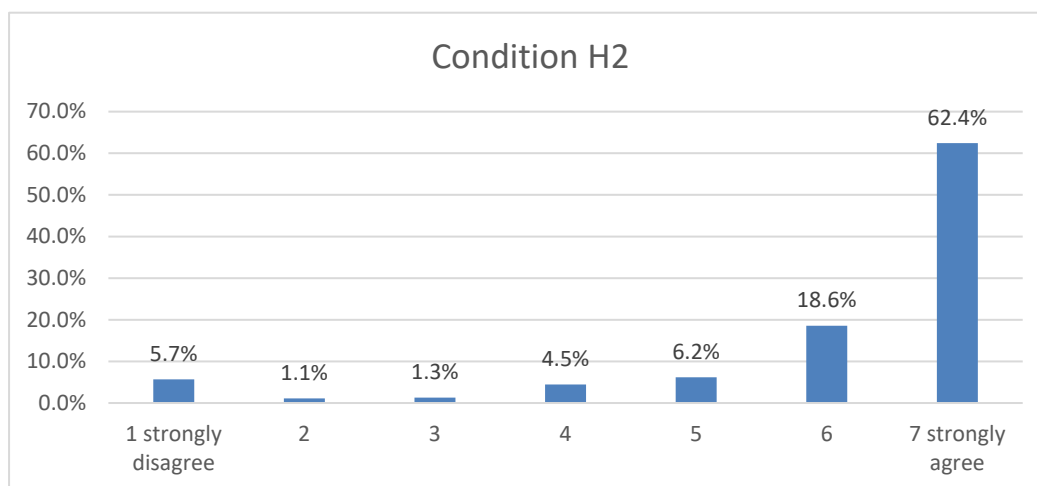
H.1 When licensing your Boat, you must provide information that is true and accurate to the best of your knowledge and belief, including but not limited to:

- a) the presence of an insurance policy to cover the Boat;
- b) the validity of the boat's insurance policy and whether it meets the requirements of Section B;
- c) the existence or exemption of a Boat Safety Certificate;
- d) the Boat's owners and keepers (as detailed in Condition 7);
- e) the dimensions of the Boat;
- f) the Boat's propulsion system;
- g) the Boat's home mooring;
- h) whether the Boat is portable ('Portable' means that the Boat's normal crew can, without mechanical help, launch the Boat and take it out of the water. Examples of Portable Boats include rowing boats, dinghies, canoes, and light inflatable boats);
- i) whether the Boat holds a special status e.g., Butty, Historic, Electric etc

(n = 2700)



H.2 If you make a false declaration or an omission believed to be intentional that leads to your Boat being licensed, or the Licence fee being calculated, based on this false declaration or omission, we may give you an opportunity to remedy the situation by providing correct information, obtaining outstanding certification or documentation, or paying any outstanding fee due for the correct Licence. (n = 2628)



H - Common concerns/themes:

"What happens if the false declaration isn't fixed? What's the penalty?" (20.8% of responses received)

Firstly, this proposal is intended to manage cases where false declarations or omissions are made to obtain a licence that would not otherwise be granted, or to pay less for a licence than what should be paid. It is not intended to deal with mistakes, which we will always try to sort out amicably with the boater.

We can decline a licence where an applicant doesn't have insurance for the boat or where they don't have a boat safety certificate when needed. We can also decline a licence where we believe a boater without a home mooring will not 'continuously cruise'. Any false declaration regarding these elements that meant a licence was obtained when it would otherwise not have been could lead to revocation of the licence.

Intentional false declarations or omissions relating to other parts of this proposal would be dealt with as a breach of the terms and conditions of the licence. We would point out how to remedy the issue and provide time to do so, unless the false declaration or omission constituted a serious breach. If time is given to fix the issue and it remains unremedied we may then terminate the licence. We would much prefer to resolve these issues before licence termination.

"The wording is too vague" (11% of responses received)

We have tried to be clear and precise in this proposal. We have reviewed the feedback and been more specific although, as explained in the opening section, being too prescriptive can mean that the condition becomes less effective or flexible for both the Trust and boaters.

"Mistakes happen – you should give 28 days to remedy." (9% of responses received)

We accept that sometimes mistakes are made. It's important to correct these and, if a case means that more time to correct the mistake is reasonable, we will give it. However, where someone has provided intentionally false details, to attempt to avoid enforcement action for example, we need to be able to act quickly. We have reviewed the wording to be clear and we will consider each case on its own merits and be flexible in the time given to remedy the problem.

You mention the boat's home mooring: how does this apply to continuous cruisers?" (10% of responses received)

Some boaters may declare a home mooring that they don't own or have permission to use to avoid the cruising requirements of a licence without a home mooring. If you're licensed without a home mooring you won't be providing any information about a home mooring, so this part of the condition won't be applicable to you.

"Why can't I change my dimensions on the online portal/ web licensing?" (1% of responses received)

Not statistically significant but this gives us a chance to answer a general question. Once the initial dimensions are entered, they can only be changed by us. This is to protect the information against accidental or intentional changes that could lead to the wrong licence fee being charged. It's really important that when you put your details in for the first time, they're right! If you do find that you've made a mistake, or something changes, please contact our customer service team and they can make the changes for you.

"The Trust don't need contractual rights to manage false declarations. Section 17 of the 1995 Act provides enough." (7.8% of responses received)

Section 17 does provide powers in relation to insurance, boat safety, and home mooring status. However, since this Act, the number and type of boats on our waterways and the way they are used has changed. There are more licensing and waterway management considerations than just insurance, boat safety, and home mooring status now.

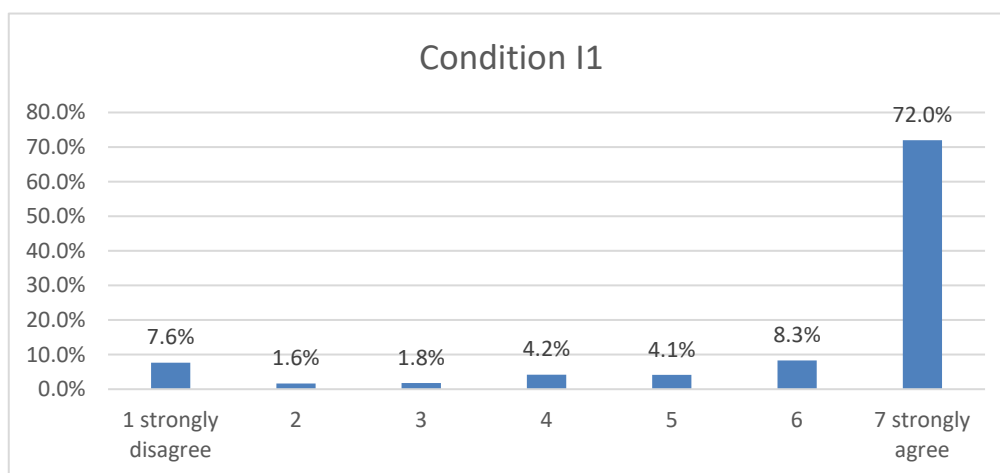


We believe that including this condition will help us to manage the waterways and S.43(3) of the Transport Act 1962 allows us to include it as a condition.

SECTION I - BEHAVIOUR TOWARDS TRUST COLLEAGUES

Proposed changes

I.1 You will not behave towards an employee or representative of the Canal & River Trust in a way that causes them to fear or be subjected to any violence; or feel harassed, alarmed, or distressed. This may include but is not limited to swearing, threatening, harassing or aggressive behaviour or physical assault. You will not permit such behaviour from persons using your Boat. (n = 2932)



I - Common concerns/themes:

"I agree with this but what is the penalty or how can this be remedied?" (15% of responses received)

This would be covered by our earlier comment regarding the termination condition.

"The wording isn't clear – is a verbal exchange harassment? Swearing isn't always offensive." (14% of responses received)

We have used some terms in this proposal that are well established in law so that there is a good indication of the sort of behaviour that is unacceptable. Harassment, for example, needs to be a course of conduct rather than just a single exchange or disagreement. We expect our colleagues to be able to have, and help progress, difficult conversations, and aren't trying to shut these down. This proposal is intended to protect against clear, unacceptable behaviour directed at them – the sort of behaviour that most people would find unacceptable if it were directed at them. We have taken the feedback on and improved the wording to make it more specific.

"Does 'representative' include volunteers?" (2.3%)

Yes, it does, as well as any person contracted by the Trust to carry out a role. We believe that anyone helping the Trust achieve its goals should be afforded protection from abuse or violence when they're doing their work.

"Agree but this should be reciprocal and Trust staff should display name/employee number" (21% of responses received)

We hold our employees and volunteers to a high standard of customer service and common courtesy. Where they fall below this standard, we ask that we're told. We will investigate and, where this high standard has not been met, we'll take action appropriate to the circumstances.

Some of our teams, licence support officers, for example, do carry identity cards, which they can show if asked, and many wear their name badges when it is safe and practical. Where life jackets are taken on and off, permanently wearing badges or identity cards can be tricky and impractical. Some of our colleagues in operational or more physical roles may have similar practicality issues, as well as the risk of name badges, cards and lanyards attached to clothing getting caught on or in equipment or construction materials. The Trust expects its colleagues and volunteers to confirm their identity when reasonably requested by a customer.

"Is there an appeals process? How do you remain impartial?" (3.3% of responses received)

While there is no specific appeal process, our regional teams will usually deal with the alleged incident or incidents that lead to a breach of this condition in the first instance. They will then involve members of our national boat licence customer support team, legal team and, where relevant, our welfare officer will become involved. They will review the case and provide a degree of assurance to the process and ensure impartiality.

We may ask the boater to provide an account or any evidence that they have regarding the allegation. The outcome of this review may be no further action is taken. If action is taken it will be in line with the termination condition. We may inform the boater of how they have breached the condition and tell them how the situation can be put right. We may also suspend the licence whilst we investigate further or may, in serious cases terminate the licence immediately.

Should termination of the licence still occur, in the case of a boat that is lived on, the case will be heard before a judge, as we will obtain a court order before removing such boats. In non-liveaboard cases, there is an option for the boater involved to approach the court themselves.

As the boat licence forms a contract between the Trust and the licence holder, we also have the Waterways Ombudsman as our route of Alternative Dispute Resolution and an affected boater can refer the matter to the Ombudsman, having gone through our internal complaints' process.

"There are criminal offences and offences against the Byelaws that cover this. You don't need this condition." (14% of responses received)

We may report behaviour covered by this condition to the police and will support our employees and representatives who may wish to pursue matters through the criminal justice process.

However, as explained previously, byelaw and criminal prosecution can be slow, particularly given the current burden on the criminal justice system. They are also expensive for the Trust and the public purse.

We also have to consider that some behaviours, whilst unacceptable, may not warrant the boater in question being criminalised and that a penalty imposed by a court doesn't necessarily protect our people from repeated instances of abuse, whereas the requirement to remove the boat from our network may.

"What if the owner or licence holder isn't present when someone on the boat breaches this condition?" (5% of responses received)

As part of the process covered by the termination condition, we will look into each case. The licence holder has a responsibility to ensure that those using the boat are aware of the terms and conditions but, if it is clear that the incident was beyond their reasonable control, then it would be unfair to punish them for the behaviour of someone else. We'll reflect this in the amended wording.

"You already have powers to arrest under the General Canal Byelaws (1965) to deal with this." (2.4% of responses)

The Byelaws state that a person commits an offence if they "assault, resist, obstruct or impede any Trust employee or disobey their lawful orders", or "use scurrilous, abusive, offensive or threatening language on or near any canal".

However, no power of arrest exists beyond 'citizen's arrest' and we would not encourage our colleagues to become involved in the physical detention of another person. We also wanted to make the language clearer and more modern. The Transport Act 1962 allows us

to apply conditions to the use of our services and facilities as we see fit. We believe it is important to bring the sentiment of the byelaws up-to-date and be able to take action to protect our colleagues without always requiring a criminal trial.

"Training might help - sometimes this behaviour is caused by medical conditions". (3.7% of responses received).

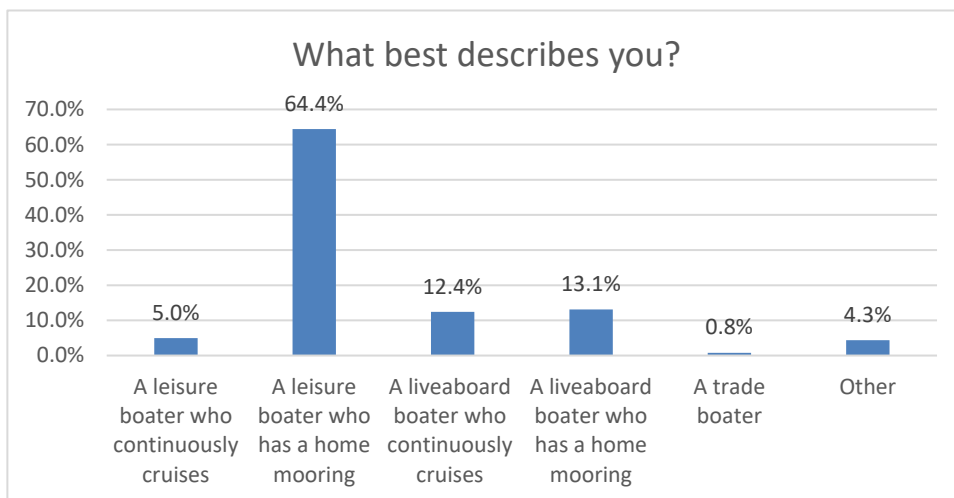
This is a valid point. Our boat licence customer support teams deal with various medical conditions that could result in shouting or perceived aggressive behaviour. They have a good awareness of many medical conditions that could result in this type of behaviour and many have experience in dealing with them. They have training that can help them identify and understand some circumstances. Our welfare officer works closely with these teams and can also provide specialist advice in certain cases.

WHO TOOK PART IN THE CONSULTATION?

A number of questions were asked to help us understand the participants' perspectives. We have reached a broad range of boaters with this consultation, through individual responses to the consultation survey and through meetings and communication with boating organisations and our National Advisory Group.

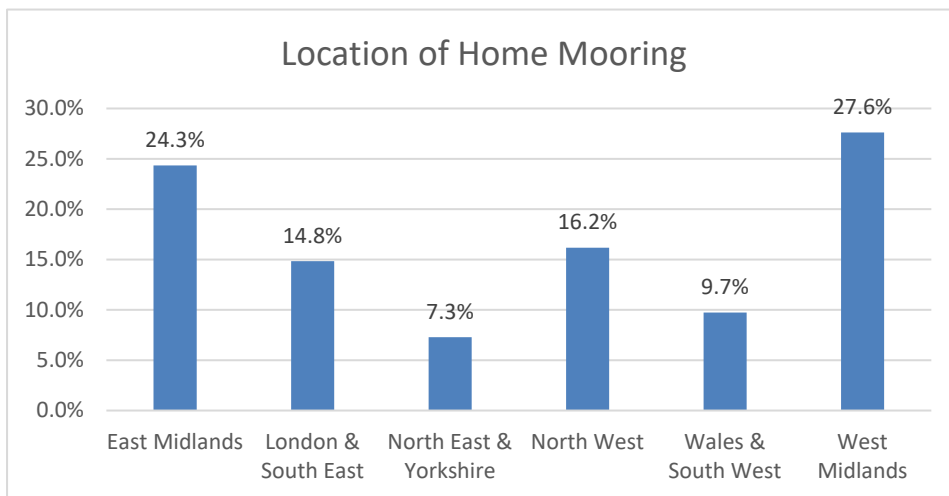
The demographic information provided by boaters who completed the consultation reflects the overall licence holder make-up. We are happy with the number of responses that we have received to the consultation and happy that it is broadly representative. Using our most recent annual boater survey data from Spring 2020 (n=961) and current licence information, we can compare our consultation demographic to the wider licence holder population. In the points below, the graph shows the consultation responses, and the text refers to the annual boater survey data.

What best describes you?



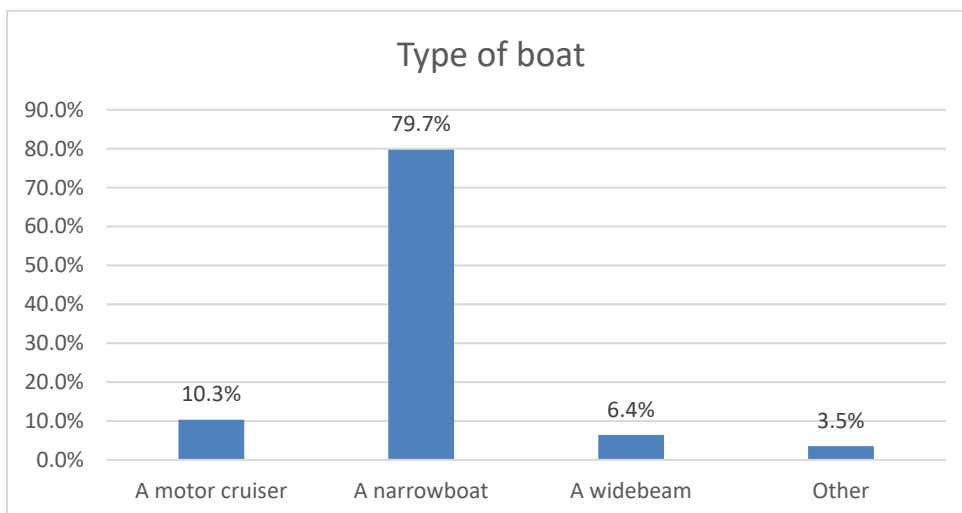
In our 2020 annual boater survey, 30% of boaters identified as living aboard, with 64% identifying as being a leisure boater. There is a slight variability here, but the consultation has a larger sample size and may be more accurate.

Location of home mooring (n = 2567)



Current records of all recorded home mooring locations show approx. 25% are in the West Midlands, 20% in East Midlands, 18% in the North West, 14% London and South East, and around 10% for both Wales & South West and Yorkshire & North East.

Type of boat



In our 2020 annual boater survey, 80% of responses were from narrowboat owners, 6% widebeam owners and 11% motor-cruisers.

CONCLUSION

The overall response to the consultation was supportive but participants made it clear that we needed to improve the ease of reading. Boaters told us where they felt we had got parts of the proposals wrong and made suggestions of where and how to change them. Some people disagreed with some or all of the proposals.

We hope that this report acknowledges the most frequent key points and answers them, either agreeing that we needed to make changes or explaining why we are keeping those parts of the proposals.

A team from various areas of the Trust has reviewed the feedback and rewritten the proposals. The intention and requirements of the proposals have not changed but the wording has been improved and elements that participants told us we got wrong have been removed.

These new terms have been approved by our Executive and have received approval from the Board of Trustees.

We will release information and advice about the updated Terms and Conditions in the lead-up to their introduction to all new and renewed licences from 1 June 2021. Those boaters on the previous Terms and Conditions will continue to use those terms until they renew their licence, at which point the new Terms and Conditions will apply.

The reworded, finalised conditions are below.

REWORDED, FINALISED CONDITIONS

What follows is a comparison of the wording from the consultation and our final version that will be implemented into the terms and conditions. The 'finalised' wording includes the new condition number as relates to the new Terms and Condition Document.

Proposal A - Cruising When Away From Home Mooring - Original:

You must cruise on the Waterways whilst away from the Home mooring (save for any period when you leave the Waterways or when the Boat is lawfully moored at another mooring site).

The cruise must be a genuine cruise. Minimal or repetitive movement along a short part of a Waterway or Waterways without use of the Home Mooring (nominal use of which shall be disregarded for these purposes) will not be accepted as a genuine cruise.

Proposal A - Cruising When Away From Home Mooring - Finalised:

5.1 You must travel on a journey when you are away from your Home Mooring. Your journey should be a genuine journey. It should start and end at your Home Mooring. It does not have to be over a certain duration, distance, or range, or follow a single direction.

It cannot contain short, repeated movement in a small part of the Waterway for an extended period, unless you return to the Home Mooring between repeated trips. Each time you leave your Home Mooring you start a new journey.

Proposal B - Insurance - Original:

B.1 You must have in force an insurance policy for the Boat, provided by a company that is authorised and regulated by the UK Financial Conduct Authority, which covers third-party liabilities of at least two million pounds per event. The insurance cover must:

- B.1.1.1. be maintained for the full duration of the Licence;
- B.1.1.2. be appropriate for the intended use of the Boat;
- B.1.1.3. insure the licence applicant, the owner of the [vessel/ boat] and such other person, persons or classes of persons (if any) as is or as authorised by the owner [and or licence applicant] to have control of the vessel, in respect of any liability which may be incurred by the owner or any such other person resulting from the presence of the vessel on any inland waterway in respect of the death of or bodily injury to any person or any damage to property.

B.2 When applying for the Licence, you are asked to declare the following details of the Boat's insurance:

- B.2.1 the name of your insurance provider;
- B.2.2 the policy number;

B.2.3 the expiry date of the policy.

B.3 You must provide a copy of your insurance certificate and/or policy Schedule to Us at the point of licensing via our online portal or by sending a copy by post within 14 days of licensing your boat. You agree to provide a copy of your insurance certificate, policy terms and conditions and policy Schedule upon request.

B.4 You agree that we may contact your insurer and/or broker to check the validity of your policy, and you consent to the insurer and/or broker giving us such information as we may reasonably require.

B.5 You agree to us providing information that we hold about the use, apparent structure, and construction of your boat to your insurer and/ or broker.

B.6 If your current insurance certificate expires during the Licence (including any renewal), you must provide evidence of the renewed (or new) insurance and the Conditions of B.1, B.2, B.3, B.4, B.5 and B.6 apply.

Proposal B - Insurance - Finalised:

7.1 There must always be Boat insurance in place when you are on Our Waterways. It must be valid for the whole licence period. The insurance must cover anyone allowed to use the Boat. The insurance policy must cover the use of the Boat.

7.2 The insurance policy must cover any liability resulting in damage to any property or the death or injury of any person. It must provide third-party liability cover of at least £2million. It must be provided by a company authorised and regulated by the UK Financial Conduct Authority.

7.3 When you apply for a Licence you must provide the name of your insurance company, the policy number and expiry date. We may ask for a copy of the certificate or policy schedule.

7.4 After you the Boat is Licensed, we may request a copy of the insurance policy or schedule. We may check with your insurer that the policy is valid. We may also give information we hold about your Boat to your insurance company.

7.5 You will provide updated details if your insurance policy runs out during the Licence period. Any new insurance policy must meet the same requirements (see 7.1 and 7.2).

Proposal C - Termination - Original:

C.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. Subject to Condition C.3, we will tell you how long you have to put things right. This time will be at least 28 days. We may extend that time if we feel that is reasonable for all parties to achieve a remedy.

C.2 If you do not put things right within the time we have given you, we will terminate the licence and you must remove the Boat from our Waterways within 28 days. We will rebate

the cost of the unused part of the Licence in accordance with our Refund Terms as of the date on which you have removed the Boat from our Waterways.

C.3 In the case of repeated breaches of these Conditions over the course of a licence or where a breach causes Us the reasonable belief that there is serious a risk of endangerment of the health and safety of other people or the likelihood of damage to or pollution of any Trust or third-party asset, or where there has been a failure to pay for the licence, we reserve the right either to:

- a) immediately suspend your Licence pending an internal investigation to determine whether the breach is capable of remedy. Whilst your Licence is suspended you may not use the Boat to navigate on our Waterways until further notice from us and during the suspension the Boat must remain moored where specified by us unless you choose or you are directed by us to remove the Boat from our Waterways, or;
- b) terminate your Licence immediately if we conclude that the breach is clearly incapable of remedy, the number of repeated breaches is believed to be unreasonable and likely to continue or the risk to health and safety of others is deemed too great. No refund will be payable for any period of suspension or for what would have been the remaining period of your Licence if it had not been terminated in accordance with this Condition C.3.

C.4 If we notify you of the suspension your Licence under Condition C.3(a) above, we will aim to notify you of the outcome of this investigation within 14 days of the suspension taking place, otherwise you will be notified of the requirement for an extension and for how long that extension will be. Following the outcome of the investigation, you will either be notified of a period in which to remedy the breach or your Licence will be terminated under Condition C.3(b).

C.5 If your Licence is terminated in accordance with this Condition C, you agree that for the remainder of what would have been the Licence period, you will not apply for a new Licence and you will remove the Boat from our Waterways. Should you apply for a new Licence during this period, we will not consider the application.

Proposal C - Termination - Finalised:

12.1 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. Subject to Condition 12.3, we will tell you what you need to do and how long you have to put things right. We will give you at least 28 days.

12.2 If you do not put things right in the time we have given you, we will terminate the Licence. You will have to remove the Boat from our Waterways within 28 days. We will return the cost of the unused part of the Licence (see Refund Terms) from the date the boat is removed from the Waterway.

12.3 If you repeatedly breach these Conditions, fail to pay for the Licence or we reasonably believe that there is serious risk to people's health and safety, or of damage to any property or pollution, we may do one of the following:

12.3.1 immediately suspend your Licence. We will investigate to decide whether the breach can be put right. Whilst your Licence is suspended you may not use the Boat to navigate on our Waterways. The Boat must remain moored where we tell you whilst we investigate. We will tell you when and if the boat can leave this mooring location. You may move the Boat before we complete our investigation if you remove it from our Waterways; or

12.3.2 terminate your Licence immediately. This can happen if we decide the breach cannot be put right. We will also terminate the Licence when the number of repeated breaches is unreasonable and/or likely to risk the health and safety of others. We will not refund any suspension period or remaining licence period if the Licence is terminated under condition 12.3.

12.4 If we suspend your Licence under Condition 12.3.1, at the end of our investigation we may terminate your licence immediately or will tell you what to do, and how long you have, to put things right. If you don't put things right in the time we give you, your Licence will be terminated under Condition 12.2.

12.5 If your Licence is terminated under Condition 12, you will remove the Boat from our Waterways. If you do not, we will remove it and may look to recover any costs from you. You will not apply for a new Licence during what would have been the licence period. If you apply for a new Licence during this period, we will not grant it.

[Proposal D - Our Obligations and Refunds - Original:](#)

D.1 The Licence fee grants permission for the licensed boat to be present on Trust owned or managed Waterways. The Licence is not a guarantee of access or availability of the waterway. Refunds of Licence fees will not be made for closures as described in this Condition D.

D.2 We will do our best to keep the Waterway open for navigation. Closures may be required as a result of unforeseen events or essential maintenance and repair work. Except in emergencies or for unavoidable reasons, we shall try to arrange our maintenance work to cause you the least disruption. We will, where possible, advertise closures and indicate how long they will be in place for. This will allow licence holders to plan their cruising around closures. There may be circumstances beyond our reasonable control which mean closures over-run and we will advertise delays as quickly as possible. There may be other occasions when, due to causes beyond our reasonable control, we have to close part or (exceptionally) all of the Waterway.

D.3 We exclude any liability for any damages arising from the closure of the Waterway (save for any damages arising from personal injury or death caused by our negligence).

D.4 Refunds of Licence fees are only available for six and twelve month standard pleasure Boat Licences where the boat has been removed from the Waterway or sold to a new owner.

D.5 Refunds will not be processed until you have removed the boat from Waterways owned or managed by the Trust, or we have received your notification of change of ownership in accordance with Condition D.4.

D.6 To request a refund, you must inform us in writing and return your two Licence discs to our Boat Licensing team.

D.7 Refunds are made on a pro rata basis for whole unused months only. We calculate the number of unexpired months from the day we receive your written refund request and your two Licence discs. If you are paying by instalments, we will deduct the difference between the full Licence cost and the total amount you have already paid from the refund payment.

D.8 There is no entitlement to a refund arising out of the closure of the Waterway as described in Condition D, unless your boat has been removed from Waterways owned or managed by us.

Proposal D - Our Obligations and Refunds - Finalised:

13.1 The Licence fee allows the correctly licensed boat to be on Trust Waterways. The Licence is not a guarantee of access or availability of the Waterway.

13.2 We will do our best to keep the Waterway open for navigation. We might need to put Closures in place because of unforeseen events or essential maintenance and repair work. Except in emergencies or when it is unavoidable, we will try to plan maintenance work to cause you the least disruption. When we can, we will advertise closures and how long we think they will be in place for. This will allow you to plan your cruising around closures. There may be times beyond our reasonable control when closures over-run. We will advertise delays as quickly as possible. There may be other times beyond our reasonable control, when we have to close part or, exceptionally, all of the Waterway.

13.3 If we must close the waterway as described in 13.2, we will not refund any of your licence fee if the Boat remains on the Waterway.

13.4 We are not liable for any damages or loss caused by closure of the Waterway unless we are negligent and cause personal injury or death.

14.1 We will only refund Licence fees for six- and twelve-month leisure Boat Licences, where the Boat has been removed from the Waterway or sold to a new owner.

14.2 We will not send your refund until the Boat has been removed from Our Waterways and we have received your completed 'Change of Details' form.

14.3 To request a refund, you must email or write to our Boat Licensing team. You may also call customer services.

14.4 We will only refund unused, whole months left of the Licence period. We count this from the day we receive your refund request to the end of your Licence. If you pay by instalments, we will not refund any instalments already paid.

Proposal E - Boat Safety Scheme - Original:

E.1 The Boat must comply with the Boat Safety Scheme requirements (set out in Schedule 1 below) at all times.

E.2 When applying for a boat licence you must produce evidence that the Boat meets these standards. Acceptable evidence is one of the following:

E.2.1 provision of your Boat's valid boat safety certificate number;

E.2.2 a current Declaration of Conformity with the EU Recreational Craft Directive which shows the specification of the Boat. This declaration must be less than four years old (one year for 'sailaways');

E.2.3 declaration that the boat is exempt from the Boat Safety Scheme Standards. We may require certification of the exemption. If the Boat is exempt you will need to select the appropriate drop-down box on your online customer application form.

E.3 You should ensure that the evidence we hold in respect of your boat meeting these requirements is up to date at all times. If the evidence has expired, you must update your details via the online portal.

E.4 Once your Boat is licensed, we may ask for further evidence of compliance or exemption from the Boat Safety Scheme Standards.

Acceptable evidence may include, but is not limited to:

E.4.1 provision of your Boat's valid boat safety certificate number;

E.4.2 provision of photographic or video evidence that identifies your Boat and demonstrates compliance/exemption;

E.4.3 completed and satisfactory inspection of your Boat by a Trust representative, within a reasonable time;

E.4.4 formal certification of exemption, e.g. Certificate of decommissioning of a diesel engine or gas system;

E.4.5 other satisfactory evidence that the boat is exempt from the Boat Safety Scheme Standards.

E.5 To protect the safety of all our customers, we may operate a spot check on the fuel, gas and electrical installations on board any boat which we have reason to believe no longer meets the required standards."

Proposal E - Boat Safety Scheme - Finalised:

6.1. The Boat must always comply with Boat Safety Scheme requirements.

6.2. When You apply for a Licence You must provide a current Boat Safety Certificate number, or declaration of exemption, for Your Boat. We may ask You to provide proof of Your exemption. Alternatively, you must provide Declaration of Conformity with the EU Recreational Craft Directive (RCD). An RCD Declaration must show the Boat's specifications and be under 4 years old. For sailaways the RCD must be under 1 year old.

6.3. We may ask for further proof of Boat Safety Scheme exemption or compliance during Your licence period. Some examples of proof are current photos or videos or an inspection by an agreed examiner. Photos and videos must identify the Boat and show compliance or exemption. Any inspection must be satisfactory and documented by the examiner. All proof must be provided in an agreed, reasonable time. There may be other acceptable proof not listed here.

6.4. You must tell Us if Your Boat Safety Certificate or Exemption status changes. Please update Your details via the online portal or Our customer service team.

6.5. To protect the safety of everyone on the waterway, We may arrange to check Your Boat's fuel, gas, and electrical installations when We believe they are unsafe.

Proposal F - Larger Dimensioned Boats - Original:

F.1 The boat should be fit for navigation on the Waterway where it is intended to be used.

F.2 Whilst cruising on our network, your Boat must not exceed the maximum craft dimensions for the Waterway at any time. This includes the height, draught, beam, and length of your vessel and where two or more boats are cruising together, the total height, beam, draught and length of both boats in their combined cruising formation.

F.3 Maximum craft dimensions are published on our website from time to time and may be subject to change.

F.4 You should ensure that you have available for immediate use proper fenders of suitable material and condition, and you should use those fenders whenever there is a risk of the boat striking against any boat, structure, or object.

Proposal F - Larger Dimensioned Boats - Finalised:

9.1 The boat should be fit for navigation on the Waterway where it is intended to be used.

9.2 You should take reasonable steps to ensure your Boat's Dimensions are suitable for the Waterway you will use.

9.3 You must make sure your Boat will pass through, under or over any structures you will use.

9.4 You must make sure damage will not be, or likely be, caused to the Waterway, structures, or any boat because of Your Boat's Dimensions.

9.5 Your Boat's Dimensions must not obstruct the Waterway or hinder navigation.

9.6 Conditions 9.2-9.5 apply to the total dimension of two or more boats that are breasted-up, towing or otherwise connected.

It should be noted that "Boat's Dimensions" is now a defined term to include Air Draught, Boat Beam, Boat Length and Boat Draught.

Proposal G - Change of Ownership - Original:

You must notify us via the online portal or by returning the “ownership and keeper transfer” form within 14 days of when you sell the Boat, transfer ownership to another person, or the keeper of the boat changes.

If you cannot access this form online, contact our customer service team will post you a copy for completion and return. You must provide all parties’ details in the case of shared ownership.

If you do not let us know the details of any new owner or keeper, the Boat will remain registered in your name and you will continue to be responsible for it (including payment of future Licence fees, sums payable under Conditions 6.4 and 6.5, and the costs of any related legal action)

Proposal G - Change of Ownership - Finalised:

4.6 You must let us know when you sell or transfer ownership of the Boat or change the licence holder or keeper of the boat.

This must be done by completing the 'Change of Details' Form. This can be done on the online portal. The form can also be printed from our website and posted when complete. Please contact Customer Services if you need more help.

The completed 'Change of Details' form must be returned to us within 21 days.

4.7 As the licence holder, if you do not comply with G.1, the Boat will remain licensed in your name. You will continue to be responsible for it. This could include future Licence fees and any other costs and charges relating to the boat.

Proposal H - False Declarations - Original:

H.1 When licensing your Boat, you must provide information that is true and accurate to the best of your knowledge and belief, including but not limited to:

- a) the presence of an insurance policy to cover the Boat;
- b) the validity of the boat’s insurance policy and whether it meets the requirements of Section B;
- c) the existence or exemption of a Boat Safety Certificate;
- d) the Boat’s owners and keepers (as detailed in Condition 7);
- e) the dimensions of the Boat;
- f) the Boat’s propulsion system;
- g) the Boat's home mooring;
- h) whether the Boat is portable (‘Portable’ means that the Boat’s normal crew can, without mechanical help, launch the Boat and take it out of the water. Examples of Portable Boats include rowing boats, dinghies, canoes, and light inflatable boats);
- i) whether the Boat holds a special status e.g. Butty, Historic, Electric etc.

H.2 If you make a false declaration or an omission believed to be intentional that leads to your Boat being licensed, or the Licence fee being calculated, based on this false

declaration or omission, we may give you an opportunity to remedy the situation by providing correct information, obtaining outstanding certification or documentation, or paying any outstanding fee due for the correct Licence.

Proposal H - False Declarations - Finalised:

2.1 When completing Your Application, you must provide true and accurate information, to the best of your knowledge and belief. This includes information about:

- the Boat's insurance (see section B);
- the Boat's Boat Safety Certificate status;
- the Boat's owners, keepers (see section G);
- the Boat's Dimensions;
- the Boat's propulsion system;
- the Boat's home mooring;
- if the Boat is 'Portable';
- if the Boat has a special status e.g. Butty, Historic, etc.;
- your personal details.

2.2 If we believe you made a deliberate false declaration in Your Application, we may ask you to provide correct information. A false declaration may be made by omission. We may ask you for outstanding documentation. We will tell you how long you have to provide it.

2.3 If Your false declaration resulted in You having an incorrect licence, You will need to pay for the correct licence. If the correct licence is more expensive, you will pay the difference for time on the Waterway with the incorrect licence.

Proposal I - Behaviour toward Trust Employees - Original:

I. You will not behave towards an employee or representative of the Canal & River Trust in a way that causes them to fear or be subjected to any violence; or feel harassed, alarmed, or distressed. This may include but is not limited to swearing, threatening, harassing or aggressive behaviour, or physical assault. You will not permit such behaviour from persons using your Boat.

Proposal I - Behaviour Toward Trust Employees - Finalised:

10.17. You will not behave in a way that causes Our employees or representatives to fear violence or feel harassed or distressed. This includes verbal abuse or threats. It includes harassment, aggressive behaviour, or physical assault. If others on your Boat behave this way, we may take action against Your Licence.

-ENDS-