

PRIVATE PLEASURE BOAT LONG TERM LICENCES

3, 6 or 12 MONTHS: ENGLAND & WALES: CANALS & RIVERS & RIVERS ONLY



Customer Service Centre

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Boat length (from to)		Canals and Rivers			Rivers Only		
metres	feet & inches	12 Months	6 Months	3 Months	12 Months	6 Months	3 Months
Up to – 5.49m	Up to – 18' 0"	£304	£182	£106	£182	£109	£64
	Prompt payment	£273.60	£163.80	£95.40	£163.80	£98.10	£57.60
5.50 – 6.49m	18' 1 – 21' 3"	£325	£195	£114	£195	£117	£68
	Prompt payment	£292.50	£175.50	£102.60	£175.50	£105.30	£61.20
6.50 – 7.49m	21' 4" - 24' 7"	£346	£208	£121	£208	£125	£73
	Prompt Payment	£311.40	£187.20	£108.90	£187.20	£112.50	£65.70
7.50 – 8.49m	24' 8" – 27'10"	£367	£220	£128	£220	£132	£77
	Prompt payment	£330.30	£198.00	£115.20	£198.00	£118.80	£69.30
8.50 – 9.49m	27' 11" – 31' 1"	£388	£233	£136	£233	£140	£82
	Prompt payment	£349.20	£209.70	£122.40	£209.70	£126.00	£73.80
9.50 – 10.49m	31' 2" – 34' 5"	£409	£245	£143	£245	£147	£86
	Prompt payment	£368.10	£220.50	£128.70	£220.50	£132.30	£77.40
10.50 – 11.49m	34' 6" – 37' 8"	£430	£258	£151	£258	£155	£90
	Prompt payment	£387.00	£232.20	£135.90	£232.20	£139.50	£81.00
11.50 – 12.49m	37' 9" – 40' 11"	£451	£271	£158	£271	£163	£95
	Prompt payment	£405.90	£243.90	£142.20	£243.90	£146.70	£85.50
12.50 – 13.49m	41' 0" – 44' 3"	£472	£283	£165	£283	£170	£99
	Prompt payment	£424.80	£254.70	£148.50	£254.70	£153.00	£89.10
13.50 – 14.49m	44' 4" – 47.6"	£493	£296	£173	£296	£178	£104
	Prompt payment	£443.70	£266.40	£155.70	£266.40	£160.20	£93.60
14.50 – 15.49m	47' 7" – 50' 10"	£514	£308	£180	£308	£185	£108
	Prompt payment	£462.60	£277.20	£162.00	£277.20	£166.50	£97.20
15.50 – 16.49m	50' 11" – 54' 1"	£535	£321	£187.00	£321	£193	£112
	Prompt payment	£481.50	£288.90	£168.30	£288.90	£173.70	£100.80
16.50 – 17.49m	54' 2" – 57' 4"	£556	£334	£195	£334	£200	£117
	Prompt payment	£500.40	£300.60	£175.50	£300.60	£180.00	£105.30
17.50 – 18.49m	57' 5" – 60' 8"	£577	£346	£202	£346	£208	£121
	Prompt payment	£519.30	£311.40	£181.80	£311.40	£187.20	£108.90
18.50 – 19.49m	60' 9" – 63' 11"	£598	£359	£209	£359	£215	£126
	Prompt payment	£538.20	£323.10	£188.10	£323.10	£193.50	£113.40
19.50 – 20.49m	64' 0" – 67' 2"	£619	£371	£217	£371	£223	£130
	Prompt payment	£557.10	£333.90	£195.30	£333.90	£200.70	£117.00
20.50 – 21.49m	67' 3" – 70' 6"	£640	£384	£224	£384	£230	£134
	Prompt payment	£576.00	£345.60	£201.60	£345.60	£207.00	£120.60
21.50 – 22.49m	70' 7" – 73' 9"	£661	£397	£231	£397	£238	£139
	Prompt payment	£594.90	£357.30	£207.90	£357.30	£214.20	£125.10
Portable unpowered	under 10m	£30					
	Prompt payment	£27.00					

If you intend to cruise regularly on Environment Agency navigations as well as British Waterways, please ask for details of our Gold Licence. Licences may begin on the first day of any month. Prices include VAT at 17.5%, calculated on the prompt payment rate. The licence is a legally binding contract, subject to the terms and conditions contained in this document.

PURCHASE INFORMATION

DISCOUNTS

Prompt payment

10% off the total fee providing that payment is made in full with the correctly completed application and enclosures before the start date of the licence. Not applicable if you pay in instalments.

Disconnected waterways

25% off if the boat has a permanent mooring on, and will remain exclusively on one of the following waterways: Bridgwater & Taunton, Monmouth & Brecon, stretches of the Montgomery Canal not connected to the main network, River Tees. These licences are only valid on the home Waterway.

Powered portable craft

50% off providing the Boat is less than 5m long, and the engine is no larger than 4bhp on canals, or 10bhp on rivers.

Electric motor

25% off if the Boat has a permanently fitted inboard electric motor.

Historic boat

10% off, subject to the discretion of our local manager. The Boat must have been built before 1948, have inland waterway heritage relevance and be in good condition.

Unpowered Butty

50% off if the Boat is unpowered, more than 50 feet long, and never travels separately from its motor boat. To claim this discount, you must declare the name and index number of the motor boat. The motor boat must be licensed. Not available for River Only licence.

Canal upgrade

50% off the price of a short term canal licence for boats with a valid River Only licence. The boat must be covered by a River Only licence for the whole period of the short term canal licence. You can upgrade a Rivers Only Licence to include canals by paying the difference in fee plus a £10 handling fee.

Scottish Licence Holder

10% off if the boat is licenced concurrently for use on our Scottish waterways.

Calculating total discount

If more than one discount applies, the value of each one is calculated on the declining net balance. For example, the 12 month fee for a 10m boat with an electric inboard motor and prompt payment discount would be $£409 \times 75\% \times 90\% = £276.08$. Supporting evidence is required for all except the prompt payment discount.

CHOOSING A LICENCE

These licences allow you to keep and use a Boat on our Waterways for pleasure or personal residential use for periods of three, six or twelve months. There is a separate fee sheet for licences for periods of less than three months. The Private Pleasure Boat licence does not permit you to operate the Boat for hire, for carrying goods or passengers for payment, or for any

other commercial purpose. These activities require a British Waterways Business Licence. If the boat is operated by a local authority, social club, charity, time-share or other similar group, it must have a business licence (there is a discount for charities).

Pleasure use, residential or houseboat?

If the Boat is a houseboat which is not used for navigation, and it is kept on a British Waterways permanent mooring with planning consent for residential use, you may instead purchase a Houseboat Certificate. The price is the same as for a Canal and River licence as shown in the fee table, but there are some differences in the conditions. Please ask for further information if you think this might be right for you. If you use the boat both as a residence and for navigation, you should purchase a pleasure boat licence.

Canal and River or River Only?

The Canal and River licence is valid for all of British Waterways' canal and river navigations in England and Wales. The 12 month Canal and River Licence is also valid for BW's Scottish Waterways. The River Only licence is valid only for 'River Waterways' defined in Schedule 1 of the British Waterways act 1971, as amended. These are:

- Avon (Hanham Lock to Bath)
- Bow Back Rivers
- Fossdyke & Witham (Torksey to Boston)
- Lee Navigation (Hertford to Limehouse)
- Limehouse Cut
- Ouse and Ure (Goole to Ripon)
- Severn (Stourport to Gloucester)
- Soar Navigation (Trent Junction to Leicester)
- Stort Navigation
- Tees (Tees Barrage to Low Worsal)
- Trent (Shardlow – Gainsborough, including the Nottingham & Beeston Canal)
- Weaver Navigation (Winsford Bridge to Manchester Ship Canal)

Boats with River Only licences navigating between the River Trent and River Ouse via the Stainforth & Keadby Canal, Aire & Calder Navigation and the Selby Canal may do so at no extra charge providing they stay no longer than 72 hours on these canals.

WHAT THE LICENCE ALLOWS YOU TO DO

The licence allows you to keep and use the Boat on the Waterways to which it applies. Where other navigation authorities allow you to use the Boat on their waterways, you must comply with the conditions, Acts, Bye-Laws and Regulations that apply to boats on these other waterways when the Boat is used on them.

The licence allows free passage through the Anderton Boat Lift, Standedge Tunnel and the Ribble Link, subject to local booking

PURCHASE INFORMATION

conditions. Contact the Customer Service Centre or see the website for further information. The Licence allows you to use the Boat for towing another boat (for example, an unpowered butty or another boat that has broken down) as long as you are not doing it for reward or a promise of payment.

HOW TO APPLY FOR A LICENCE

Application forms are available from the Customer Service Centre, waterway offices, licensing agents or www.britishwaterways.co.uk. You will need to provide evidence that the boat meets the Boat Safety Scheme standards, has the necessary third party insurance policy and complies with our mooring requirements (see General Licence Conditions). Forward the completed application and payment to the address below, or to your Waterway office or licensing agent. We accept payment by cheque, credit or debit card, direct debit, postal order or cash if you are applying in person. Your application form must be signed and you must supply an address through which we can contact you.

Please check that the dimensions of the boat will fit the Waterways that you wish to cruise. There is a guide to all Waterway dimensions on www.britishwaterways.co.uk, or contact the Customer Service Centre. When measuring the boat to determine your licence fee, you should include fenders and any other additions that add to its length.

CHANGES OF DETAILS AND LOSING YOUR LICENCE

If you change the name of the Boat, if your address or mooring changes, or if you sell or give the Boat to someone else you must let us know in writing. You should include details of any changed names, addresses or telephone numbers. The licence is not transferable to another boat. If you lose your licence we will issue you with a new one. The charge for this service is £10.

REFUND TERMS: SELLING YOUR BOAT, OR REMOVING IT FROM OUR WATERWAYS

We will transfer your licence to the new owner at no extra charge, providing the licence is fully paid and you give us the address of the new owner. Alternatively you can return both copies of the licence to us and request a refund. The following table shows the percentage allowed depending on the unexpired period and licence duration. Refunds are made for whole months only. We will calculate the number of unexpired months from the day we receive the returned licence from you.

Refund amounts

Licence to terminate before the end of month:	Licence Period		
	12 months	6 months	3 months
1	80%	70%	67%
2	75%	60%	34%
3	65%	45%	0%
4	57%	30%	
5	48%	15%	
6	40%	0%	
7	20%		
8	10%		
9-12	0%		

These refund terms only apply to fully paid licences. If the licence is being paid in instalments by direct debit, any outstanding amount will be deducted from the refund due.

PAYING BY DIRECT DEBIT

We accept Direct Debit instructions providing the total fee due is more than £100. We accept instructions either for payment in full on the licence start date or, providing you are purchasing a 12 month licence, you may pay in five or nine instalments. The first instalment is calculated at 20% of the total fee. We will collect the remainder in either four or eight equal monthly instalments. Payments are collected on the first working day of the month. Once you have set up a Direct Debit instruction, we will automatically collect payment in respect of the renewal unless you advise us not to. We will always notify you in advance of the payment dates and amounts. The prompt payment discount is only available for single payment direct debits, not instalments. If the application is received in time, the payment will be collected on the licence start date. Otherwise we will collect it on the first working day of the second month.

Missed payments and cancellation of Direct Debit:

If we cannot take a payment because of insufficient funds in your account, we will add it to your next payment for collection. If this second payment is missed we will automatically cancel your Direct Debit and all outstanding amounts become due immediately. If you want to cancel a Direct Debit or change any of the Bank or Building Society details, you must send written notification to your Bank or Building Society **and** our Customer Service Centre. If you cancel a direct debit all outstanding amounts become due immediately.

If your Direct Debit is cancelled, you must pay the full balance within 7 days. If we do not receive this balance, your licence may be cancelled and action taken to recover any debt.

If you do not fulfil any of these conditions, we have the right to refuse payments by Direct Debit in the future.

LICENCE CONDITIONS

GENERAL LICENCE CONDITIONS

In accordance with S43.3 of the Transport Act 1962, licences are subject to the conditions which apply to the use of a boat on any waterway which we own or manage.

These are necessary to protect third parties and to help us manage the Waterways well for the benefit of all our users. Legally binding general conditions are printed in bold type. If you persistently or repeatedly breach any of these, we are entitled to revoke your licence. It is a criminal offence to keep a boat on our Waterways without a licence, and you could face legal action, which may result in removal of the Boat from our property. We will not issue a licence for a powered boat to anyone under 18 years old.

1. Definitions

1.1. 'Boat' means the Boat named in your Application or Renewal form whose name and index number will appear on the licence. For Boats with Rivers Only licences 'the Boat' includes any Tender to the Boat

1.2. 'Home mooring' is a mooring or place where the boat can reasonably be kept and may lawfully be left when not being used for cruising

1.3. 'Navigation Rules' means any byelaws, or any conditions imposed under statutory powers concerning the movement of vessels and safety of navigation

1.4. 'Portable' means that the Boat's normal crew can, without mechanical help, launch the Boat and take it out of the water. Examples are rowing boats, dinghies, canoes or inflatable craft

1.5. 'Tender' means one small unpowered boat or a boat powered by a small outboard engine which is carried on or towed by the Boat and used only for going to and from the Boat whilst in sight of the Boat. The Tender must be marked with 'Tender to (name and index number of the Boat)'

1.6. 'Waterway' means any waterway owned or managed by us, and includes any navigable branches or arms, marinas, docks or basins and any land held or used by us in connection with the waterway

1.7. 'We, us, our' means British Waterways (BW) and any employee or other person approved by British Waterways to act for it

1.8. 'You, your, yours' means the owner or lawful keeper as described in the Application or Renewal and includes a person in charge of the Boat with the permission of the owner or lawful keeper

2. Mooring

2.1. The licence does not allow you to moor the boat in any Waterway except for short periods ancillary to cruising. It does not give a right to moor that is sufficient to meet the requirement in the British Waterways Act 1995 for the boat to have a home mooring. When mooring away from the

Home Mooring you must comply with local mooring restrictions and not moor in any place for more than 14 days.

Guidance is given on this in the Moorings Code.

2.2. The only exceptions to the requirement to have a home mooring are:

- **if the Boat is removed from the water when not being used for cruising**
- **if you cruise continuously without staying in any place for more than 14 days. It is your responsibility to satisfy us that you meet this requirement.** Guidance on how to do so is contained in the Moorings Code

2.3. Our website includes a database of all home mooring sites throughout our network including those managed by private and voluntary organisations and British Waterways. Ask the local waterway office for help if you are unable to access this

3. Boat Safety and Insurance

3.1. The boat must comply with the Boat Safety Scheme standards and have a Boat Safety Certificate. Alternatively you may present a correctly completed declaration of conformity with the EEC Recreational Craft Directive.

Contact the Customer Service Centre or www.boatsafety.com for further information

3.2. If the boat has no fuel system, no gas and no electricity it might be exempt from this requirement. An exemption application form is available

3.3. The Boat Safety Certificate shows that, at the time of the examination, the Boat satisfied the Boat Safety Scheme standards. You are responsible for making sure that the Boat is maintained so that it continues to meet the standards. You should not, therefore, regard the Boat Safety Certificate as evidence of the Boat's condition at any other time. Any alterations, modifications or a lack of good maintenance after the date of issue may mean the certificate is not valid. Under our statutory powers we may inspect any boat to see whether it is unsafe, and we can require any defects to be remedied

3.4. You must have in force an insurance policy for the Boat, which covers at least third-party liabilities of at least one million pounds

3.5. You agree that we may contact your insurance provider to check the validity of your policy, and that the insurance provider may give us such information as we may reasonably require

4. Your other obligations

4.1. You must display the Boat's name, and the licence and Boat index number plate on both sides of the Boat so that they are always easily visible by our staff on the towpath.

If the boat is covered (e.g. during winter), you should paint or display the boat's index number in some other way so that it can always be seen

LICENCE CONDITIONS CONTINUED

4.2. You must comply with navigation rules, relevant Acts, Bye-Laws and Regulations and follow our lawful directions, spoken or written (including signs)

4.3. You must ensure that when the Boat is under way, there is always an adequate and competent crew in attendance. A copy of our Boaters Handbook should be kept on board the Boat and drawn to the attention of all crew members and passengers.

4.4. If you give permission to any other person to use the boat, you must ensure that they are aware of these licence terms and conditions

4.5. You agree to be responsible for any damage or difficulty caused by you or the boat because of anything you have carelessly done or not done. You will not be responsible for events that are outside your control

4.6. You agree that we can come on board the Boat to inspect it where we need to check you meet these conditions. We understand that you may feel this is an intrusion. We will give you reasonable notice if we want to do this and we will try to accommodate your wishes.

We may board without notice if we believe the boat may be unsafe or if it is unidentifiable

4.7. The Boat must be fit for navigation on any Waterway where it is intended to be used

4.8. You should let us know if you see a boat that you think is dangerous or if you witness a dangerous incident

4.9. You agree that we may provide your name and address to any person (or the insurer of any person) whom we believe has an interest in an incident or alleged incident involving the Boat and where personal injury or damage to property may have occurred

5. Terminating the licence

5.1. 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. We will tell you how long you have to put things right. This time will be at least 28 days or longer if reasonable. We may extend the time if you write to us and explain why you need the extra time

5.2. If you do not put things right within the time we have given you, the licence will end and you must remove the Boat from our waters. We will rebate the cost of the unused part of the licence in accordance with our refund terms.

5.3. Once the licence has ended, unless you re-licence the Boat, you must remove it from our waters. If you do not, we have powers to remove it and to charge you for the costs we incur in doing this

5.4. We reserve the right to refuse to issue you with any licence in the future. You have no right under these conditions to the renewal of a licence. We will not unreasonably refuse

to renew a licence. However, if we do refuse to issue you with a licence, we will write and tell you why

6. Our obligations

6.1. We will do our best to keep the Waterways open for cruising. The age of the Waterways will inevitably mean occasional unforeseen failure requiring closures. Essential maintenance work may also require closures but, except in emergencies or for other unavoidable reasons, we shall try to arrange our maintenance work to cause you the least disruption. This means that most work requiring closures will be done between the beginning of November and the end of March.

6.2. There may be other occasions when, due to causes beyond our reasonable control, we have to close part or, (exceptionally) all of the Waterways

6.3. The licence fees are calculated on the assumption that you will be affected by closures from time to time and accordingly refunds of licence fees will not be made for closures as described in this condition 6.1

7. Complaints procedure

7.1. We do our best to provide a good service. If you feel we have done something wrong, please let us know and we will do our best to resolve the problem quickly and amicably. If you want to make a formal complaint, please use the following steps:
(a) Contact the appropriate Waterway Manager
(b) If you feel that your complaint has not been handled reasonably, contact the Regional Director
(c) If you are still not happy, contact our Chief Executive
(d) If you remain dissatisfied after following this internal process, the Waterways Ombudsman can examine your case to decide whether or not it falls within his terms of reference. If it does, the Ombudsman will investigate and decide whether there has been maladministration. We agree to be bound by the recommendations of the Ombudsman in such cases and will always take seriously any criticism of our conduct

8. Navigation Rules

8.1. The boat licence does not give you any priority of passage on any waterway. You must follow the directions of local staff who may decide which boats have priority

8.2. You are responsible for assessing whether it is safe to use the waterway in flood or strong stream conditions. Our waterway offices will provide information

8.3. You must share locks up to their capacity. There is no right to the exclusive use of a lock

8.4. You must not:

(a) use any electricity generator, including the Boat's engine, at any British Waterways' mooring, including signed visitor moorings, where this may cause nuisance to your neighbours on land or water. We do not intend this condition to stop you moving the boat from the mooring

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- (b) run the Boat's engine in gear when it is moored as this can damage the waterway walls and cause a nuisance to other people. You may only use the Boat's engine to recharge batteries when the Boat is under way
- (c) do anything at any mooring which will cause damage or nuisance to any other person or their property
- (d) discharge anything into the waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers on board the boat
- (e) take water from the waterway except for cooling the engine of the Boat
- (f) put or store anything on our towpaths or land
- (g) take a vehicle on to our towpaths or land or park on them unless we have already given our permission

8.5. There is no general restriction on the use of locks by portable and unpowered craft. However, in the interest of safety and to conserve water, specific local restrictions may apply.

We encourage users to carry these craft around locks if possible. If it is not possible, we recommend using ropes to pass the boat through the lock. It is preferable that there is nobody on board the boat while it is in the lock. Local BW instructions must always be followed

8.6. Unpowered craft may not navigate certain tunnels. Please check locally for advice or ask us for the national list of tunnels. Where you are permitted to navigate, we encourage the following precautions:

- (a) Navigate in groups of between three and six craft, at least one of which must be navigated by an experienced person
- (b) Everyone should be able to swim, should wear a life jacket, and have a waterproof torch and whistle attached to them
- (c) The craft must have adequate buoyancy
- (d) You must display a securely fixed, bright white light showing forward

SAFETY ADVICE

The waterways that you use can be dangerous places. The safety of our users and staff is very important to us and we do our best to make the system as safe as possible. Due to their historic character, it is impossible for us to adapt them to make them completely safe without ruining what we seek to conserve. As a result, there are inherent risks for those that use them. For the safety of those who use the waterways and those who work or live on or near them it is essential that you and your crew are aware of the possible dangers and act in a way which minimises the risk of harm to people and property.

As a licence holder, you are entitled to a free copy of our Boaters Handbook, which you should keep on board the Boat and encourage all crew members to follow. If you do not have a

copy, please ask the Customer Service Centre to send you one. The Boaters Handbook contains information common to inland waterways generally. It does not include locally specific information. Please contact the appropriate British Waterways office for more detailed local advice, particularly if you are cruising our larger river navigations or tidal waters.

THE MOORINGS CODE

This Moorings Code is being introduced in April 2003 on a trial basis. Just as highways need parking regulations to ensure orderly use of scarce road space, some rules about mooring on the waterways are necessary. Problems of congestion, undue strain on local facilities and unfairness to other boaters can result when individual boats stay for long periods on temporary moorings without our consent.

We aim to avoid unnecessarily bureaucratic regulations, and given the much slower pace of life on the waterways, restrictions are usually measured in days rather than hours.

Our powers to regulate moorings lie in the British Waterways Act, 1995 which requires that a boat must have a permanent, home mooring unless it is being used for navigation throughout the period of its licence.

The code does not apply when your boat is on its home mooring as defined in our licence conditions (Page 5 Section 1.2)

Reference to "moor" and "mooring" refers to the place where you moor overnight.

1 Standards for all boats

- a) You may moor at the same place for no more than 14 days in any 42 day period. You will be deemed to have moved to a different place if you have travelled at least ten lock miles in any direction. (A lock mile is the number of miles cruised plus the number of locks negotiated over a given stretch.) In other words, you must always be 10 lock miles away from where you were 15 days ago
- b) You must obey local signs and regulations restricting mooring at particular locations. These take precedence over the entitlement mentioned in 1(a) above
- c) You should advise our licensing department if you change your home mooring. A winter mooring is also a home mooring for the period you occupy it.

THE MOORINGS CODE CONTINUED

2 Additional standards for boats without a home mooring or cruising for extended periods away from a home mooring

You should follow these standards if you leave your home mooring for any continuous period of 42 days or more.

a) You may moor at the same place for up to 14 days in any 42 day period. You will be deemed to have moved to a different place if you have travelled at least ten lock miles in any direction, **and**

b) You must also travel:

- at least 20 different lock miles every 15 days (the same stretch will not normally count more than once), **and**
- at least 40 different lock miles every 30 days, **and**
- at least 120 different lock miles every 3 months

3 Evidence of cruising

It is the boat licence holder's responsibility to satisfy British Waterways that the boat has moved in line with this Code. To help you do this, we can supply a cruising diary free of charge. Alternatively you may like to keep your own diary. For added confidence, our local staff will endorse diary entries on request. We will only ask you for evidence if we have reason to believe that your boat may not be moving in accordance with the Code.

4 Non-compliance and dispute procedure

This Code sets out the standards that we believe need to be followed to comply with s.17 of the British Waterways Act 1995 and the Licence Conditions. We will apply the Code in a pragmatic way and recognise that sometimes special circumstances can occur when it is reasonable to moor for longer periods. These may include illness, mechanical breakdown or waterway stoppages. If any of these circumstances arise, please ensure local BW staff are aware of your difficulties.

It will nevertheless be necessary to take steps where there is unreasonable and persistent failure to comply with the Code. Even then it will be our preference to resolve problems without recourse to legal action.

a) As a first step we will contact you to establish the relevant facts and check that you understand this Moorings Code. We may ask you for evidence of your recent cruising patterns. Our aim at this stage is to do all we can to help you to comply with the rules. This might include helping you to arrange an available home mooring.

b) If, after a period of at least 28 days, we continue to have reason to believe that the boat is not moving in accordance with the Code, we will, as a second step, issue a formal warning. This will specify a period during which you must demonstrate to us that you are complying with the Code. This will be between 30 days and 3 months depending on the circumstances. The main method of demonstrating compliance is a cruising diary.

If you believe we have issued the warning unfairly, you will be able to appeal. To help with this, we intend to establish a special appeal panel that will include experts drawn from waterway user groups and other interested parties. In the meantime, you should follow our normal complaints procedure. This Code will be updated with the details as soon as they are confirmed.

c) As a final step, if failure to comply continues we may exercise our powers under s.17(5) of the British Waterways Act 1995 to revoke your licence.

5 Finding a home mooring

You may find it difficult to follow the rules because you are unable to secure a home mooring in the area where you wish to base your boat. While we are working hard to increase long term mooring provision, this is often beyond our control. Neither we nor private sector mooring operators can guarantee to meet demand for moorings everywhere, and you may need to consider altering your cruising patterns or accept a permanent mooring in a different region in order to comply with the rules. Our duties do not include those of a housing authority.