

## **GENERAL TERMS AND CONDITIONS FOR BOAT LICENCES: ENGLAND AND WALES**

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. Numbered paragraphs below are legally binding general conditions. If you breach any of these, we are entitled to terminate your Licence and you could face legal action, which may result in the removal of your boat from our waterways. We will not issue a licence for a Powered Boat to anyone under 18 years old.

Please note that it is also a criminal offence to use or keep a boat on our waterways without a licence.

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### **1. Definitions and application**

- 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. 'Boat length' means the length overall of the Boat including permanently fixed fenders as reasonably required to be used when the boat is moored or underway, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extensions fore and/or aft of the Boat.
- 1.3. 'Home Mooring' is a mooring or other place where the Boat can reasonably be kept and may lawfully be left when not being used for cruising.
- 1.4. Houseboat means a boat whose predominant use is for a purpose other than navigation and which, if required for the purpose, has planning permission, for the site where it is moored. A Houseboat may be used for navigation from time to time provided it does not become its predominant use.
- 1.5. 'Navigation Rules' means any byelaws, or any conditions imposed under statutory powers concerning the mooring and movement of vessels and safety of navigation.
- 1.6. '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 light inflatable boats.
- 1.7. 'Powered' means that the boat has some form of mechanical propulsion. 'Unpowered Boats' are boats that are propelled by human, wind or animal force. A boat that is normally towed by a powered vessel is defined as powered.
- 1.8. '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)'.
- 1.9. '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.
- 1.10. 'Waterway' means any Waterway(s) 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(s).
- 1.11. 'We, us, our' means British Waterways (BW) and any employee or other person approved by British Waterways to act for it.

- 1.12. Clauses 1 to 9 apply to all licences; clauses 10 to 13 apply to licences of boats let out for hire or reward for self-drive use; clauses 14 to 18 apply to boats used for trading or passenger carrying for reward; clauses 19 to 28 apply to trade plate licences.

## **2. Use of the boat**

- 2.1. The Licence allows you to use the Boat in any Waterway including mooring for short periods while cruising. 'Short period' means up to 14 days or less where a local restriction applies. The Licence does not permit mooring for any longer period. Daily charges may be applied for staying longer than the maximum time allowed.
- 2.2. The Boat must be used only for the purposes specified in the licence description, details of which are set out in Schedule 3.

## **3. Mooring**

- 3.1. The Licence does not allow you to moor the Boat in any Waterway except for short periods whilst cruising (see Condition 2.1 above). This Licence 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.
- 3.2. If you do not declare a Home Mooring for the Boat, we will treat you as a Continuous Cruiser (see Condition 4 below).
- 3.3. The only exceptions to the requirement to have a Home Mooring are:
- (a) if the Boat is removed from the water when it is not being used for cruising,
  - (b) if you cruise continuously without staying in any one place for more than fourteen days (or less where local BW signs indicate a shorter period).

These requirements are further explained in Schedule 2.

- 3.4 You must tell us in writing if your Home Mooring changes or if you decide to no longer have a Home Mooring.

## **4. Continuous Cruisers**

- 4.1 You must cruise in accordance with the British Waterways Act 1995. The Guidance for Boats without a home mooring is contained in Schedule 2 and this Guidance sets out what is required to comply with the British Waterways Act 1995.

## **5. Boat Safety and Insurance**

- 5.1. The Boat must comply with the Boat Safety Scheme requirements at all times.
- 5.2. You must have in force an insurance policy for the Boat, provided by a company that is authorised and regulated by the UK Financial Services Authority, which covers third-party liabilities of at least two million pounds. The insurance must be valid for the full duration of the Licence.
- 5.3. 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.

## **6. Payment**

- 6.1. The price of the Licence is published and revised each year from 1st April and you agree to pay the amount due (including, if appropriate, any late payment and/or credit card charges).
- 6.2. The prompt payment rate applies for qualifying applications. The qualifying criteria are set out in Schedule 4.
- 6.3. A late payment charge applies for any boat which is on the Waterway unlicensed for more than one calendar month without a valid licence. The late payment charge will be payable in addition to the licence fee, which must be appropriately backdated.

## **7. Your other obligations**

- 7.1. You must display the Boat's name, index number and the Licence on both sides of the Boat so that they are always easily visible by our employees on the towpath or on the Waterway. If you do not, we may place a sticker on the Boat or on any cover on the Boat showing the number, which must not be removed unless the number is displayed in some other way.
- 7.2. You must comply with Navigation Rules (details of which are set out in Schedule 5), relevant Acts, Bye-Laws and Regulations and follow our lawful directions, spoken or written (including signs). This includes signs that prohibit mooring or limit the period you may moor the Boat at specific locations.
- 7.3. You must ensure that when the Boat is under way, there is always an adequate and competent crew in attendance.
- 7.4. 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.
- 7.5. You must not do (or carelessly fail to do) anything which will cause damage or nuisance to us or any person or their property. You accept responsibility for any such damage or nuisance caused by you, other occupants of the Boat or your visitors. You will not be responsible for events that are outside your control.
- 7.6. 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.
- 7.7. The Boat must be fit for navigation on any Waterway where it is intended to be used.
- 7.8. 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.

## **8. Termination**

- 8.1. 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 twenty eight days or longer if reasonable. We may extend the time if you write to us and explain why you need the extra time.
  - 8.2. 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 (details of which are set out in Schedule 4) as of the date on which you have removed the Boat from our waters.
  - 8.3. In the case of a serious or persistent breach of these conditions, or where we reasonably believe that the breach may endanger the health and safety of other people, we reserve the right to immediately suspend your Licence pending an internal investigation to determine whether the breach is capable of remedy. If we decide that it is not capable of remedy, we may terminate your Licence without further notice. No refund will be payable. While your Licence is suspended, you must not use the Boat to navigate the Waterway.
  - 8.4. Once the Licence has ended, unless you re-license the Boat, you must remove it from our waters.
  - 8.5. 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.

## **9. Our obligations**

- 9.1. We will do our best to keep the Waterway open for cruising. 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.

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

## **BOATS LET OUT FOR HIRE OR REWARD FOR SELF-DRIVE USE**

- 10.** There must be adequate facilities available to service the Boat. These must include:
- (a) car parking for customers;
  - (b) systems for the disposal of sewage from the Boat;
  - (c) drinking-water supply to refill the Boat;
  - (d) covered refuse disposal bins;
  - (e) a mooring berth which gives safe entry and exit to and from the Boat.
- 11.** Each time you allow any person to use the Boat you must ensure that they are capable of using it safely. To meet this obligation you should:
- (a) Provide adequate and appropriate coaching in:
    - (i) safe methods of navigating the Waterway including operating locks;
    - (ii) the operation and care of the Boat and its equipment (including safety equipment).
  - (b) Provide on the Boat, and draw attention to:
    - (i) the Boater's Handbook. You are strongly recommended to make this or similar material available to users of the Boat before they arrive;
    - (ii) at least two copies of British Waterways' visitor incident report forms;
    - (iii) other relevant publications about the local waterway;
    - (iv) emergency contact details.
  - (c) Offer to all passengers and users of the Boat free use of properly maintained buoyancy aids or lifejackets.
  - (d) Be able to provide evidence that you have proper systems in place to ensure consistent compliance with these Conditions. We will accept a current British Marine Federation Handover Audit Certificate as this evidence. We may ask you from time to time to produce this evidence. It is not required as part of the licence application process.
- You are recommended to maintain a log of all breakdown or emergency calls.
- 12.** You agree to obtain and keep in force any planning permission, fire certificate, licence and other authorisations required by other statutory bodies for you to use the Boat as you propose. If we ask you, you agree to show them to us.
- 13.** In making an application for a Leisure Business Licence, you are confirming that you meet all of the above requirements. We may carry out an inspection and will draw your attention to any

shortcomings. If you do not put these right, we may terminate your Leisure Business Licence. We may re-inspect the Boat at your expense.

British Waterways recommends all pleasure boat operators to join the Association of Pleasure Boats Operators. This trade association is part of the British Marine Federation and helps its members to meet best practice standards. Their website [www.apco.org.uk](http://www.apco.org.uk) is a valuable resource for new and existing boat operators.

## TRADING AND PASSENGER CARRYING BOATS

14. In order to properly manage traffic on the Waterway and towpaths, and in the interests of safety and amenity, you must obtain the agreement of the local British Waterways Leisure Business Manager to the following elements of your operation (as applicable):
  - (a) trading location(s). These may be described by exception. Some Waterway offices publish a list of locations and areas where trading is not permitted. You must comply with General Licence Condition 2 relating to moorings and accordingly, if you wish to trade at any place for longer than is permitted under that Condition, you will require a separate trading agreement.
  - (b) whether you will be selling by retail from the Boat to persons other than passengers.
  - (c) where, how frequently and for what duration you will require access across the towpath for loading and unloading.
  - (d) for trading boats, the type and amount of goods you plan to carry. The local British Waterways Leisure Business Manager will advise if the Boat should instead be governed by the BW Carriage of Freight Conditions.
  - (e) your opening hours for members of the public.
  - (f) the size and siting of any signage of your business on our land.
15. Where your operation involves travelling with stops to engage in business on a number of different waterways, you must obtain agreement from each local British Waterways Leisure Business Manager in advance.
16. You agree:
  - (a) to keep the area around the Boat clean and tidy, wherever you stop;
  - (b) not to obstruct the towing-path or any of our property;
  - (c) not to do anything which will cause damage or nuisance to any other person or their property;
  - (d) to be responsible for any damage or nuisance caused by you or visitors to the Boat;
  - (e) to obtain and keep in force any planning permission, fire certificate, licence and other authorisation required by other statutory bodies for you to use the Boat as you propose. If we ask you, you agree to show them to us at any reasonable time.
17. You understand that you and the Boat have no priority of passage or mooring on the Waterway this Licence covers.
18. Small passenger boats (twelve or fewer passengers) must complete a declaration of compliance with the Inland Waters Small Passenger Boat Code. We may carry out random checks to verify compliance with the Inland Waters Small Passenger Boat Code. Details of The Requirements for Passenger Boats are set out in Schedule 1.

## TRADE PLATE LICENCES

19. The Licence allows you to use or keep boats temporarily in your custody or under your control while they are being inspected, built, fitted out, repaired, tested, broken up, demonstrated, displayed for sale, delivered, inspected, sold (with you as principal agent or broker), or moved in order to carry out these activities.
20. The Boat may only be used by you or your employees in the course of your business. The Boat must not be used for normal cruising or leisure purposes.
21. You must keep a register of the use of the Licence. This must record:
  - 21.1. the trade plate number
  - 21.2. the name and ownership of the Boat
  - 21.3. the dates of use
  - 21.4. the purpose for use
22. You agree to give us access to this register at all reasonable times so that we can inspect it and take copies of it.
23. You agree to allow us to periodically make a supervised inspection of the Boat covered by the Licence to check that only the permitted activities are being carried out.
24. We will cancel the Licence at any time if we consider that the Conditions are not being met. No refund would be payable.
25. You must always display the Licence and display the matching plates on either side of the Boat.
26. The Licence and matching plates may only be used on one Boat at any one time.
27. Trade plates remain the property of British Waterways and you must return them to us if the Licence is withdrawn or allowed to lapse.
28. You may not sell or assign this Licence to any other person or business, or allow any other person to use it. You must therefore remove the discs and plates from the Boat when it leaves your custody and keep them in a safe place until you need to apply them to another boat.

## **SCHEDULE 1: REQUIREMENTS FOR LICENSING A BOAT**

<b>R1    INSURANCE</b>
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As a boat licence holder, you are very likely to be responsible for any injury or damage caused by you or the boat. Damages could be substantial and it is therefore a requirement that you have third party liability insurance for the boat.

You must have in force an insurance policy in the name of the licence applicant for the boat, provided by a company that is regulated by the UK Financial Services Authority. It must provide cover for third-party liabilities for at least two million pounds and must remain in force for the complete duration of the boat licence. You must ensure that the insurance is appropriate for the intended use of your boat.

If your current insurance certificate expires before the start date of the new licence, you must renew the insurance before applying for your licence.

When applying for your licence, you are asked to declare the following details of your boat's insurance:

- Name of insurance provider
- Policy number

- Expiry date of the policy

The policy holder's name must be the same as the licence applicant.

Your renewal reminder shows the policy name, number and expiry date that we currently hold for you in our records. You must update this by correcting these details on the form.

We accept your declaration of insurance cover in good faith. We do however carry out random sample checks to validate the policy information supplied.

### **Unpowered Boats**

There are risks to third parties associated with any boat on the waterways, so we strongly recommend you have insurance in place for unpowered as well as powered boats. We will not however refuse a licence for an unpowered boat (as defined in the terms and conditions) if the application does not include an insurance declaration. Insurance for unpowered boats is readily and cheaply available and is often automatically included within relevant club memberships.

## **R2 STANDARDS FOR CONSTRUCTION AND EQUIPMENT**

There is a legal requirement for boats to comply with BW's standards for construction and equipment (appended). You are responsible for making sure that your boat is maintained so that it complies with the required standards at all times.

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 without a valid Boat Safety Scheme Certificate or any boat which we have reason to believe no longer meets the required standards. If we believe your boat is dangerous, we may terminate your licence and you will have to remove it from the waterways. If you fail to remove your boat from our waterways, we can do so at your expense.

When applying for a boat licence, you must produce evidence that your boat meets these standards.

**Acceptable evidence** is one of the following:

- a valid Boat Safety Scheme Certificate. This must be appropriate for the purpose for which the boat is used. Requirements are more demanding for boats let out for hire or for passenger use. Please remember that any alterations, modifications or a lack of good maintenance after the date of issue of the Boat Safety Scheme Certificate may mean that the evidence of compliance is no longer valid.
- 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 'sail-aways'). For commercial passenger vessels, a valid Passenger Carrying Certificate issued by the Maritime and Coastguard Agency is acceptable as evidence of compliance with the requirements.

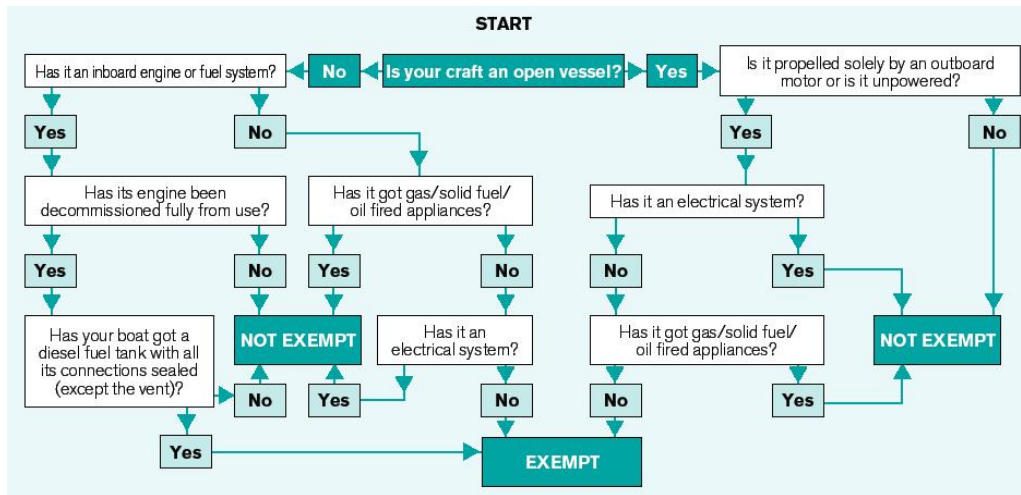
When renewing your licence, the reminder we send you shows the issue and expiry date of the evidence that we currently hold for your boat. If the evidence is still valid, you do not need to enclose it with your licence application. But if the evidence has expired, you must enclose new evidence of compliance with your application. You should keep the top copy of your certificate or declaration in a safe place and send us the blue copy or a photocopy.

If you are a direct debit payer, we will not issue your new licence automatically if your certificate or declaration has expired.

Normally, we will write and remind you a few months before the expiry date of your certificate or declaration. This is to help you avoid delays and the possible late payment charge at the time you renew your licence.

### **Exemption from requirement to provide evidence of compliance**

- If your boat does not carry any gas or fuel, has no electrical circuits and no domestic cooking, heating, refrigeration or lighting appliances, it might be exempt from the requirement to produce evidence of compliance. **Use the chart below to determine whether your boat is exempt from this evidence requirement.**
- If your boat is exempt you will need to tick the appropriate box on your licence application form.



www.boatsafetyscheme.com or email [bss.enquiries@boatsafetyscheme.com](mailto:bss.enquiries@boatsafetyscheme.com), 01923 201278

### R3 A HOME MOORING

Please see Schedule 2

### R4 REQUIREMENTS FOR PASSENGER BOATS

#### Passenger boats carrying more than twelve people:

A Passenger Certificate issued by the Marine and Coastguard Agency is required for boats carrying more than twelve passengers not including the crew

#### Small passenger and hotel boats carrying fewer than twelve people

Boats that carry twelve or fewer passengers must comply with (“Sound Practice, Safer Waters”), the Inland Waters Small Passenger Boat Code published by the Maritime and Coastguard Agency and the Association of Inland Navigation Authorities, and which is available from their respective websites:

As a condition of obtaining a licence you must complete a declaration of compliance with the Inland Waters Small Passenger Boat Code.

New MCA regulations for the licensing of boatmasters came into force on the 1st January 2007 - The Merchant Shipping (Inland Waterway and Limited Coastal Operations) Boatmasters’ Qualifications and Hours of Work Regulations 2006. You must ensure that your current and any new skippers are appropriately qualified in accordance with these regulations and the transition arrangements for their introduction. Further guidance is available on the MCA website, <http://www.mcga.gov.uk/> in particular, Merchant Shipping Note 1808 and Marine Guidance Notes 333 and 334.



## SCHEDULE 2: MOORING INFORMATION

### LEGAL PROVISIONS AND GENERAL PRINCIPLES

1. There are no public law provisions concerning moorings along BW's canals. This is entirely a matter for management by BW as property owners.
2. Moorings along the towpath, other than those designated for use by long term permit holders only, are available for boaters to use subject to conditions. As a land owner, BW may impose further conditions over and above those within the licence conditions.
3. General Licence Condition 2.1 (Mooring) explains that the maximum period that boaters can moor in one location – away from their home moorings – is 14 days. Where notices indicate a shorter period boaters must comply with these local restrictions.
4. BW's policy for enforcing time limits is to use its powers under S8(5) of the 1983 BW Act that permits it to move boats that are causing an obstruction. An overstaying boat is causing an obstruction at a mooring since it means that the mooring is not available for other boats to use. If we do need to move the boat, you agree to repay our costs.

#### Time Limits at Visitor Moorings

5. BW visitor moorings are generally provided at popular destinations or access points. They usually have some form of facilities – whether simply a firmer edge with mooring rings or a more comprehensive range of services. They are provided as a convenience for passing boaters to make short stops to make use of local land-based services. The time limit will generally be less than 14 days, and may be as little as a few hours in particularly popular locations.
6. Visitor moorings are not provided for extended periods of use by boaters needing to stay in the same place for work or other domestic reasons. Please consider the needs of holiday makers and leisure boaters, and if you need to remain in an area, make arrangements with a local moorings provider.

### A HOME MOORING

The boat must have a home mooring (as defined in the Licence Terms and Conditions) - somewhere you can lawfully leave your boat when it is not being used for cruising.

Moorings are provided by a wide choice of boatyards and boat clubs, as well as by British Waterways - [www.waterscape.com](http://www.waterscape.com) provides a moorings search facility that includes these moorings. It also includes helpful information about getting started with boating on inland waterways.

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

- If the boat is removed from the water when it is not being used for cruising.
- The boat navigates without staying in any one place for more than fourteen days (or less where local BW signs indicate a shorter period). Please read our Guidance for Boaters without a Home Mooring(see below).

If you own canalside property, please do not assume that you may automatically use the water-space next to your garden as a home mooring. You will need our permission and in most cases you will be required to pay for the use of this space. Applications should be made to the local waterway office and may be subject to a fee to cover our site assessment costs.

## GUIDANCE FOR BOATERS WITHOUT A HOME MOORING

If a boat is licensed without a home mooring<sup>1</sup> it must move on a regular basis. This Guidance<sup>2</sup> seeks to explain in day to day terms the nature of the movement that must take place.

There are three key legal<sup>3</sup> requirements:-

the boat must genuinely be used for navigation throughout the period of the licence.

unless a shorter time is specified by notice the boat must not stay in the same place for more than 14 days (or such longer period as is reasonable in the circumstances); and

it is the responsibility of the boater to satisfy BW that the above requirements are and will continue to be met.

### **“Navigation”**

The law requires that the boat “will be bona fide used for navigation throughout the period of [the licence]”.

‘Bona fide’ is Latin for “with good faith” and is used by lawyers to mean ‘sincerely’ or ‘genuinely’.

‘Navigation’ in this context means travelling on water involving movement in passage or transit.<sup>4</sup>

Therefore, subject to stops of permitted duration, those using a boat licensed for continuous cruising must genuinely be moving, in passage or in transit throughout the period of the licence.

Importantly, short trips within the same neighbourhood, and shuttling backwards and forwards along a small part of the network do NOT meet the legal requirement for navigation throughout the period of the licence.<sup>5</sup>

The terms ‘cruise’ and ‘cruising’ are used in this guidance to mean using a boat bona fide for navigation.

### **“Place”**

The law requires that stops during such cruising should not be “in any one place for more than 14 days”.

“Place” in this context means a neighbourhood or locality, NOT simply a particular mooring site or position<sup>6</sup>.

Therefore to remain in the same neighbourhood for more than 14 days is not permitted. The necessary movement from one neighbourhood to another can be done in one step or by short gradual steps. What the law requires is that, if 14 days ago the boat was in neighbourhood A, by day 15 it must be in neighbourhood B. Thereafter, the next movement must normally be to neighbourhood C, and not back to neighbourhood A (with obvious exceptions such as reaching the end of a terminal waterway or reversing the direction of travel in the course of a genuine cruise).

What constitutes a ‘neighbourhood’ will vary from area to area – on a rural waterway a village or hamlet may be a neighbourhood and on an urban waterway a suburb or district within a town or city may be a neighbourhood. A sensible and pragmatic judgement needs to be made.

It is not possible (nor appropriate) to specify distances that need to be travelled, since in densely populated areas different neighbourhoods will adjoin each other and in sparsely populated areas they may be far apart (in which case uninhabited areas between neighbourhoods will in themselves usually be a locality and also a “place”).

Exact precision is not required or expected – what is required is that the boat is used for a genuine cruise.

### **“14 days or such longer period as is reasonable in the circumstances”**

Circumstances where it is reasonable to stay in one neighbourhood or locality for longer than 14 days are where further movement is prevented by causes outside the reasonable control of the boater.

Examples include temporary mechanical breakdown preventing cruising until repairs are complete, emergency navigation stoppage, impassable ice or serious illness (for which medical evidence may be required).

Such reasons should be made known immediately to local BW enforcement staff with a request to authorise a longer stay at the mooring site or nearby. The circumstances will be reviewed regularly and reasonable

steps (where possible) must be taken to remedy the cause of the longer stay – eg repairs put in hand where breakdown is the cause.

Where difficulties persist and the boater is unable to continue the cruise, BW reserves the right to charge mooring fees and to require the boat to be moved away from popular temporary or visitor moorings until the cruise can recommence.

Unacceptable reasons for staying longer than 14 days in a neighbourhood or locality are a need to stay within commuting distance of a place of work or of study (e.g. a school or college).

### **Boater's Responsibility**

The law requires the boater to satisfy BW that the bona fide navigation requirement is and will be met. It is not for BW to prove that the requirement has not been met. This is best done by keeping a cruising log, though this is not a compulsory requirement. If however, BW has a clear impression that there has been limited movement insufficient to meet the legal requirements, it can ask for more information to be satisfied in accordance with the law. Failure or inability to provide that information may result in further action being taken, but only after fair warning<sup>7</sup>.

#### **Summary of Guidance for Boats without a home mooring**

- **Boats without a home mooring must be engaged in genuine navigation throughout the period of the licence.**
- **They must not stay moored in the same neighbourhood or locality for more than 14 days.**
- **It is the boater's responsibility to satisfy BW that they meet these requirements.**

#### **NOTES**

<sup>1</sup> 'Home Mooring' is "a place where the vessel can reasonably be kept and may lawfully be left".

<sup>2</sup> This Guidance does not have the force of law but seeks to interpret the law as set out in s.17 British Waterways Act 1995. The language of the Act is generic and, as with all statutes, requires interpretation. The Guidance is based on professional legal advice, including from Leading Counsel, and is believed by BW to reflect the correct legal interpretation of the Statute. The Guidelines issued in 2008 were considered by the court in the case of *British Waterways v Davies* in the Bristol County Court. The Judge expressly found that Mr Davies' movement of his vessel every 14 days (whilst remaining on the same approximate 10 mile stretch of canal between Bath and Bradford on Avon) was not bona fide use of the vessel for navigation. These Guidelines have been updated and refined in the light of that Judgment.

<sup>3</sup> Section 17(3)(c) British Waterways Act 1995 states that BW may refuse a licence ("relevant consent") unless (i) BW is satisfied the relevant vessel has a home mooring or: "(ii) the applicant for the relevant consent satisfies the Board that the vessel to which the application relates will be used bona fide for navigation throughout the period for which the consent is valid without remaining continuously in any one place for more than 14 days or such longer period as is reasonable in the circumstances."

<sup>4</sup> British Waterways places reliance on the meaning given to the word "navigation" in the case of *Crown Estate Commissioners v Fairlie Yacht Slip Limited*. Whilst a decision of the Scottish courts, the English courts can, and have, taken the views of the Scottish Judge into account. In that case the basic concept and essential notion of the word "navigation" was said to be "passage or transit", the underlying concept being one of movement.

<sup>5</sup> The Judge in the case of *British Waterways v Davies* referred to in Note 1 above expressly confirmed that moving a vessel every 14 days on a 10 mile stretch of canal between Bath and Bradford on Avon was NOT use of the vessel bona fide for navigation.

<sup>6</sup> The Shorter Oxford Dictionary gives some 8 separate principal meanings for the noun 'place'. Therefore the rules of legal interpretation require the meaning that most appropriately fits the context to be used. Since 'navigation' means travelling by water and 'travel' means a journey of some distance, the word 'place' in this context is used by the Act to mean an "area inhabited or frequented by people, as a city, town, a village etc" (meaning 4b in the Shorter Oxford Dictionary).

<sup>7</sup> Enforcement of the legal requirements will be based on observations by BW. If initial observations indicate insufficient movement to meet the legal requirements, the boater(s) will be advised why the observed movement is considered insufficient and be asked to keep adequate evidence of future movements. Failure then to meet the movement requirements, or to provide evidence of sufficient movement when requested by BW, can be treated as a failure to comply with s.17 of the 1995 Act. After fair warning the boat licence may then be terminated (or renewal refused). Unlicensed boats must be removed from BW waters, failing which BW has power to remove them at the owners cost.

## **SCHEDULE 3: LICENCE DESCRIPTIONS**

Charges for boat licences comprise an important contribution to the costs of maintaining and improving the waterway network. Our powers to charge for and regulate use of the waterways are established in a series of Acts of Parliament. All boats must have a licence to cover the type of use planned for the boat. We use our statutory powers to remove boats from our waterways that are not correctly licensed.

The licence allows you to use your boat on our waters including mooring for short periods while cruising. Short period means up to 14 days or less where indicated by us. The licence does not permit mooring for any longer period.

Each boat registered for use on our network is assigned a unique index number which is linked to the licence. You must display the index number and the licence on both sides of your boat. If you cover it for any reason (e.g. during winter), you must paint or display the index number on the cover so that it can always be seen.

We carry out regular inspections of boats to make sure they are correctly licensed and we exercise our powers to remove unlicensed and illegally moored boats from the waterways and to charge the owner for the costs we incur in doing this.

**It is very important – and a legal requirement - that you display your licence.** Although we do not need this for licence checking purposes (the index number tells us if a boat is correctly licensed), it demonstrates to other boaters that you are complying with our requirements and not evading your responsibility to contribute to the cost of maintaining the waterways.

We can provide you with a pair of plastic holders for your licence on request – contact Customer Services.

### **Long Term Boat Licences**

#### **Pleasure Boat Licence, England and Wales (“standard boat licence”)**

*3, 6 or 12 months, Canals & Rivers/ Rivers Only*

- These are primarily for boats kept for personal use by the licence holder, friends and family
- The Licence may allow you to use the boat business purposes but only if we give you our written consent.
- If you own a share of a boat, a standard licence will be issued providing that all of the following requirements are met:
  1. None of the share owners has any interest in the boat other than for personal, pleasure use.
  2. The licence holder (the boat's lawful keeper) is one or two of the share owners, nominated by all other share owners to be responsible for meeting BW's Licence Terms and Conditions, including insurance and boat safety requirements.
  3. None of the share owners has any interest in the boat other than for personal, pleasure use.
  4. The licence holder is the person (or people) named as the insured on the boat's insurance certificate.
  5. The licence holder, in consultation only with other share owners, is responsible for all decisions relating to control and administration of the boat throughout the year. This includes determining where the boat is berthed and who uses it when.
  6. The boat's livery does not display an association with any company engaged in the boat share business.

If any of these requirements are not met, our consent is required for it to be operated as a business.

The licence allows free passage through the Anderton Boat Lift, Standedge Tunnel and the Ribble Link, subject to local booking conditions. Charges may apply for the use of other structures which require our people to operate them. Details are advertised locally.

You may use the boat for towing another licensed 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.

The twelve month England & Wales licence is also valid for BW Scotland waterways.

The Rivers Only option is valid 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
  - Fosdyke & 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)
  - River Weaver (Winsford Bridge to Shrew Bridge)
- 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 seventy-two hours on these Canals.
  - Please see our advice note for private owners wishing to let their boat for hire [www.waterscape.com/hiringoutyourboat](http://www.waterscape.com/hiringoutyourboat). A Leisure Business Licence is required this. The terms of the Leisure Business Licence reflect the greater public safety risks associated with hiring boats to inexperienced crews.

### **Houseboat Certificate - England & Wales**

*12 months, Canal & Rivers*

If a boat is a Houseboat (see Definitions 1.4) you may purchase a Houseboat Certificate. These are only issued for boats covered by a British Waterways long term mooring agreement, and the Houseboat Certificate and BW mooring agreement must run concurrently with the same expiry dates. The unexpired portion of the mooring agreement may, subject to our reasonable consent, be transferred to another person when the boat is sold.

### **BW & EA Gold Licence – England & Wales**

*12 months beginning 1<sup>st</sup> January*

The Gold Licence allows you to cruise freely on EA navigations and on BW waterways in England, Wales and Scotland. It is available for twelve months only, beginning on 1st January. If you already have a BW licence that expires on a different date, we will refund the outstanding portion if you wish to switch to a Gold Licence. We do not have the authority to refund existing EA licences. Please contact the EA licensing office which issued your licence.

You must comply with the Conditions, Acts, Bye-Laws and Regulations that apply to whichever waterway your boat is being used on.

Gold licences are not refundable and are only issued for full calendar years commencing 1<sup>st</sup> January.

## **BW Scotland licence**

*12 months*

- Covers the Highland Waterways (Crinan and Caledonian Canals) and Lowland Waterways (Forth & Clyde and Union Canals).
- A BW Scotland mooring permit is also required.
- Locks and swing or lift bridges are manned on the Caledonian and Lowland Canals and there are charges for operation outside of normal hours.
- The licence includes free passage through the Falkirk Wheel – a specific passage time may be booked in advance for a charge.
- Temporary and overnight mooring charges apply on the Caledonian Canal at Seaport Marina after the first night. There may be charges by private operators of visitor moorings outside the man-made section of the Caledonian Canal within the lochs.

## **Business licences**

A business licence is required if the boat is to be used for any purpose other than personal use.

Before applying for a business licence for the first time for your boat, please discuss your operational plans as far as they affect our waterways with the local British Waterways Manager.

Leisure Business and Trading Licences are normally available for twelve month periods only.

However, where you are introducing a new boat into a fleet and wish to synchronise licence start dates across the fleet, we will issue shorter period licences on a monthly pro rata basis.

Please contact BW Scotland for details of business licences for our Scottish waterways.

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### **Leisure Business Licence**

*12 months, Canal & Rivers, England & Wales*

These are for the following uses:

- self drive hire
- time share
- shared ownership boats not qualifying for a Standard Boat Licence
- passenger, trip and restaurant boats
- hotel boats
- education and community boats
- boats owned by a social club for the use of its members

This licence allows you to use the boat for hire or reward (including via a membership scheme), or for carrying passengers for a payment.

### **Trading Licence**

*12 months, Canal & Rivers, England & Wales*

These are boats used for:

- cargo carrying (other than by freight vessels – see above)
- running a shop, store, workshop or office

There are different fees depending on which of these two types of activity you will be carrying out.

You may carry cargo if you have paid the fee for shop, store or workshop, but you may not sell goods or services from a boat for which you have only paid the cargo carrying fee.

**Trade Plate Licence**

*12 months, Canal & Rivers, England & Wales*

We may issue Trade Plate Licences at our discretion to boat businesses. The purpose is to permit businesses to launch new boats or to temporarily use boats in their custody or under their control while they are being commissioned, inspected, repaired, sold etc or moved in order to carry out these activities. This Licence does not permit the boat to be used for pleasure cruising. There are other restrictions on their use – see the Licence Terms and Conditions.

**Workboat Licence**

*12 months, Canal & Rivers, England & Wales*

These are for tugs, dredgers or other vessels whose sole and exclusive use is for waterway maintenance work under contract with the navigation authority. Written confirmation from the local waterway office that the vessel is required for waterway maintenance purposes must be supplied with the application and at each subsequent renewal.

**Freight Licence**

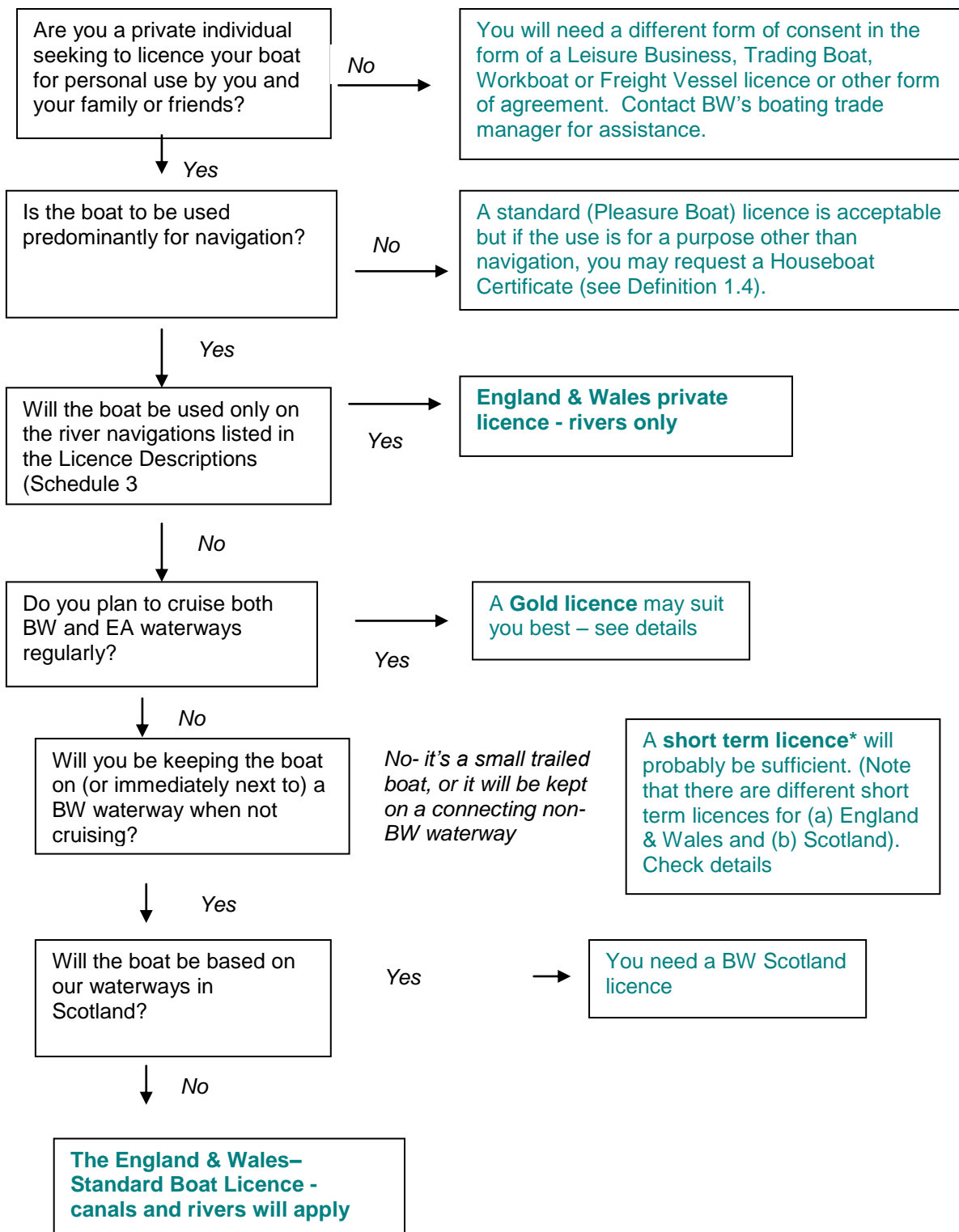
There are different arrangements for freight vessels operated as part of a marine freight business, under British Waterways Freight Vessel Conditions. These vessels are not permitted to use the waterways for pleasure cruising or any purpose other than carriage of freight.

Please ask for an application pack.

**\*Short Term Licences**

Licences for periods of one month or less are for trailed boats and larger vessels visiting BW waterways for short periods from other navigations or coastal waters. Short Term Licences are not available to boats floating in marinas or on moorings connected to BW waters. They are available for purchase online from [www.britishwaterways.co.uk/licensing](http://www.britishwaterways.co.uk/licensing) .

Use this chart as a quick guide to which type of licence you need





## SCHEDULE 4: LICENCE FEES AND PAYMENT TERMS (England & Wales)

### INCENTIVES FOR PAYING PROMPTLY

The licence fee varies with the length of boat and how promptly you renew the licence when it becomes due. The fees are published on [www.britishwaterways.co.uk/license-it](http://www.britishwaterways.co.uk/license-it). Printed copies are available from Customer Services on 0845 671 5530

The fee tables for long term licences in England & Wales show two rates:

- the (lower) prompt payment rate applies as long as you pay in full in advance of the licence start or renewal date.
- the normal rate applies in all other cases except where you pay late (see below).

If you allow your licence to lapse for more than one month, you will also have to pay a fixed Late Payment Charge of £150. The licence must be back dated to the expiry of the previous licence, unless you provide evidence that your boat was not on the waterways for the intervening period. The late payment charge is a fair reflection of the additional cost incurred by British Waterways in collecting overdue licence fees.

The qualifying criteria for the prompt payment rate are as follows:

1. The payment and correctly completed application (and any enclosures) must have been received by British Waterways or a licensing agent before the start date of the licence. In cases of doubt where we have no record of receiving an application, we will accept a formal proof of posting from Royal Mail or other professional dispatch service.
2. Payment for the licence must be in advance. The discount does not apply for licences paid for in instalments.
3. If the boat is being introduced onto our waterways for the first time, providing that the licence is purchased before the boat enters our waterways.
4. We will also allow the prompt payment rate for brand new boats providing the application is received no later than two weeks after the issue date of the safety certification.
5. If the boat is returning to our waterways after being kept elsewhere, you may purchase the licence at the prompt payment rate providing you supply evidence that the boat was removed from our waterways upon expiry of any previous licence. The licence must be purchased before the boat is returned to our waterways.
6. If the boat has been kept on our waterways without a licence during the twelve months preceding your application, the prompt payment rate will not be granted, regardless of who owned the boat. Furthermore, the late payment charge will apply if we have evidence that the boat has been on our waterway without a licence for more than one month.
7. These rules apply regardless of whether or not we have sent you a reminder to renew your licence. It is your responsibility to ensure that your boat is correctly licensed at all times. We do not issue renewal reminders for licences of less than 12 months as these are mostly purchased by people who keep their boats on the waterways for only part of the year.

## FEE DISCOUNTS

Description and conditions	Standard Pleasure Boat Licence & Houseboat Certificates	Leisure Business Licence	Trading Licence
<p><b>Disconnected Waterways</b> 25% discount if the boat has a long term mooring, and will remain exclusively on one of the following waterways: Bridgwater &amp; Taunton, Monmouth &amp; Brecon, stretches of the Montgomery Canal not connected to the main network, River Tees.</p>	✓	✓	✓
<p><b>Portable powered boats</b> 50% discount providing the boat is less than 5m long, and the engine is no larger than 4bhp on canals, or 10bhp on rivers. Please note that Definition 1.7 of the Licence Terms and Conditions does not include most trailed boats.</p>	✓		
<p><b>Electric Motor</b> 25% discount if the boat has an electric motor as its sole means of propulsion.</p>	✓	✓	✓
<p><b>Qualifying historic boats</b> 10% discount. Please see guidance notes and application form for this discount.</p>	✓	✓	✓
<p><b>Unpowered Butty</b> 50% discount for a butty boat more than 50ft long that never travels separately from its motor boat. The motor boat must be licensed and licences for motor and butty must be concurrent with the same start and end date. To claim this discount, you must declare the name and index number of the motor boat.</p>	✓	✓	✓
<p><b>Scottish Licence holder</b> 10% discount if the boat has a licence issued by British Waterways Scotland which is valid for the same period</p>	✓		

Only one of the following may apply and may be combined with those applicable from the above list.

Description and conditions	Leisure Business Licence	Trading Licence
<p><b>Day hire</b> 50% off, providing the boat has no overnight accommodation. Not valid with Disconnected Waterway discount (see above).</p>	✓	
<p><b>Day hire without use of locks</b> 75% off, providing the boat has no overnight accommodation - depending on location and subject to the discretion of the local British Waterways Manager. Alternative to 50% day hire discount.</p>	✓	
<p><b>Unpowered boats for hire</b> 90% off, providing the Boat has no overnight accommodation. Alternative to other day hire discounts.</p>	✓	

Description and conditions	Leisure Business Licence	Trading Licence
Boats operated for charitable purposes - 60% off, providing that all of the following requirements are met <ul style="list-style-type: none"> <li>• the boat is used for educational purposes by an organisation not operating for profit, or by registered charities for charitable purposes for the disadvantaged or people with disabilities.</li> <li>• the boat is used only by or for the class of persons that the boat is intended to benefit.</li> <li>• any charge for the use of the boat is limited to the costs of the trip.</li> <li>• the boat is not offered to the general public for hire or reward or for carrying passengers for a payment on a regular basis.</li> </ul> This concession will not apply if it would create an unfair advantage over commercial passenger boat operations in the vicinity.	✓	
<b>Very small trading operation</b> 55% off the full shop, store or workshop rate for operations with annual turnover below HM C&I threshold for compulsory VAT registration (currently £64,000). We may require you to supply a certificate signed by a qualified accountant stating your trading income for the year, or allow us to audit your financial records.		✓

### CALCULATING TOTAL DISCOUNT

If more than one discount applies, the value of each one is calculated on the declining net balance. For example, if the full fee is £300 and the boat is eligible for the prompt payment and historic boat discounts, the net payable would be £300 – 10% = £270 – 10% = £243.

Supporting evidence must be enclosed with the application for all except the prompt payment rate.

## APPLYING FOR A LICENCE

**New applications:** Application forms for all licence types are available as follows:

- [www.waterscape.com/licensing](http://www.waterscape.com/licensing)
- British Waterways Customer Service Centre
- local waterway offices and licensing agents

A maximum of two individuals' names will be accepted as registered keepers for any single boat. If two names are registered, both are fully responsible for compliance with the Licence Terms and Conditions. Only one address may be registered.

For a beginner's guide to buying a boat, see <http://www.waterscape.com/boating/buying/>

### Renewing your licence

If you hold a 12 month licence, normally we will write to you shortly before the expiry date with a renewal application form. We can process your renewal more quickly if you use this, and not a new application form. We do not issue renewal reminders for licences of less than 12 months as these are mostly purchased by people who keep their boat on the waterways for only part of the year.

12 month licences for England & Wales can be renewed online at [www.waterscape.com/renewal](http://www.waterscape.com/renewal) or by telephone (Customer Services on 01923 201120) providing you can pay by credit card and you have already sent us your current, valid Boat Safety Certificate.

## **Application and renewal requirements**

Please allow 15 working days for the processing of a licence. Delays will occur and you may lose the prompt payment rate if you do not include:

- correctly completed application form or renewal form marked up with updated information as applicable (including current insurance policy details – note that we no longer require a copy of the certificate (see Licence Requirements R1).
- evidence of boat safety scheme compliance (see Licence Requirements R2).
- home mooring location (see Licence Requirements R3).
- the correct payment
- evidence as specified supporting any discount application

## **Applying for a business licence for the first time**

If you are establishing a new business on our waterways, please discuss your requirements with the local British Waterways Leisure Business Manager – see the BW map to identify the office responsible for the area where you intend to operate.

Once you've completed the application form and assembled the enclosures, please send them with your payment details or cheque to the *Boat Licensing Office*. They will confirm your application with the local waterway office before sending you your licence.

## **Payment methods**

We accept payment by the following:

- Cheque crossed and payable to British Waterways
- Most major Credit cards (except AMEX) for which a charge of £7.50 will be made
- Debit card or Switch (no charge applies)
- Cash only if you are applying in person.
- If the total fee due is more than £100, we also offer a Direct Debit facility for 12 month licences.

## **Paying by Direct Debit**

You may make a single payment, or spread the cost over five or nine instalments. For nine instalments, the first payment will be 20% of the total due and the remainder is spread equally over the next 8 months. For five instalments, the total due is divided equally. We may research your credit rating before allowing this option.

The licence is personal to you and, in making your application, you are committing to pay the total cost of the licence even if you choose to pay by Direct Debit instalments.

Once you have set up a Direct Debit instruction, we will automatically collect payment in respect of the licence renewal providing that we hold valid boat safety certification for you, unless you tell us not to at least 15 working days before the licence expiry date. We will notify you in advance of the payment dates and amounts. We can collect direct debits on the 1st, 8th, 16th and 24th day of each month - you can show your preferred date on the application form. You are responsible for maintaining valid third party insurance cover for your boat and our automatic renewal of the licence is made on this understanding. See R1 Licence Requirements.

You must notify us if you change any of your Bank or Building Society details after setting up a Direct Debit.

We need 15 working days notice if you do NOT want us to collect a payment that you previously authorised. You must also notify your Bank or Building Society.

We can collect payment from only one bank account per customer. If you have any other Direct Debit arrangements with British Waterways, please ensure that they all relate to the same bank account.

There is no instalment option if you purchase the licence via the internet.

### **Missed payments and cancellation of Direct Debit:**

If we are unable to collect a payment because of insufficient funds in your account, a further attempt will be made to collect it after 10 working days. If it is not possible to collect the money on this second attempt we will automatically cancel your Direct Debit and all outstanding amounts become due immediately. Similarly, if you cancel your Direct Debit instruction, the outstanding portion of the full licence fee becomes due immediately.

If we do not receive the outstanding amounts due, your licence may be terminated. In this case you must remove your boat from our waters. If you fail to remove your boat from our waterways, we can do so at your expense and take action to recover any debt.

Owing to the cost of dealing with Direct Debit defaults, we reserve the right to charge a handling fee of £30. You may also incur legal costs if we have to instruct solicitors to recover the debt. If you default on your direct debit payments, we may refuse to grant you a Direct Debit facility in the future.

### **Boat Dimensions**

There is a guide to all waterway dimensions on [www.waterscape.com/boating](http://www.waterscape.com/boating), or contact the Customer Service Centre. Use this to check that your boat is not too big for the waterways you want to cruise.

When measuring the boat to determine your licence fee, you should include fixed fenders and any other items that add to its length.

### **Boat Index Number**

If you are having a boat built and wish to sign-write your index number on it in advance of it needing a licence, you may apply for an index number only. The cost of this service is £20 including VAT and this cost is non-refundable.

Replacement index plates may be issued if you write to us explaining why you need them. The index number plates must remain on the boat at all times. They should not be removed when you sell the boat. The replacement fee is £20 for either metal or plastic plates.

### **If you lose the licence**

You should apply for a replacement licence disc. The cost for this is £20 including VAT.

### **Change of details**

The licence is specific to the boat and to you so it is important that you notify us if anything changes.

We can take change of home address information by telephone, but if you change the name of the boat, if your home 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.

We will record any change to the name of the boat, so that the next licence issued carries the new name. We will not issue new licence discs before the current licence expires unless you specifically request this (a £20 charge applies for the replacement).

If you do not let us know the new owner's or broker's details, the boat will remain registered in your name and you will be responsible for its future licensing.

### **Selling the boat or removing it from the waterways: refund terms**

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 disc to us and request a refund, if applicable (see refund table).

A licence being paid for by Direct Debit instalments is not transferable if you sell your boat. You have two options:

1. to pay the remaining outstanding balance so that it becomes a fully paid licence. We will then transfer it to the new owner on your instructions.
2. to return the licence to us for a refund, if appropriate.

Generally, the shorter the length of time left before the licence expires, the more advantageous it will be for you and the new owner to take option 1.

See the appropriate refund table for the percentage of the total fee that will be refunded if you sell your boat or remove it from the waterways. There are different terms for the different types of licences. For BW Scotland licences, please contact the local British Waterways office. Gold licences are not refundable. For Houseboat licences, the refund is calculated on a pro rata basis.

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. If you are paying in instalments, we will deduct the difference between the full licence cost and the total amount you have already paid from the refund payment.

Example, a boater with a twelve month licence costing £500 contracted to pay in nine instalments' by Direct Debit. He sells his Boat in the second month after paying just two instalments (one of £100 and one of £50). The amount still due is £350. He applies for a refund and is entitled to 60% x £500 = £300 so a sum of £50 is still owed.

### **Refund amounts (except leisure business licences)**

*Percentage of total licence fee refundable*

Licence to terminate before the end of month number:	Licence period		
	12 months	6 months	3 months
1	80%	77%	67%
2	60%	53%	34%
3	40%	30%	0%
4	32%	6%	
5	24%	0%	
6	15%	0%	
7-12	0%		

## Refund amounts, leisure business licences

Percentage of total licence fee refundable

		Month when licence started											
		Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Licence NOW to finish on the last day of:	Jan	98%	0%	0%	0%	0%	15%	35%	55%	75%	88%	94%	86%
	Feb	96%	98%	0%	0%	0%	13%	33%	53%	73%	86%	92%	79%
	Mar	90%	96%	94%	0%	0%	7%	27%	48%	68%	81%	87%	72%
	April	84%	86%	88%	94%	0%	0%	23%	43%	63%	76%	82%	84%
	May	71%	73%	75%	81%	87%	0%	23%	30%	50%	63%	69%	71%
	June	51%	53%	55%	61%	67%	80%	23%	30%	31%	44%	50%	52%
	July	31%	33%	35%	41%	47%	60%	80%	30%	31%	22%	28%	6%
	Aug	11%	13%	15%	21%	27%	40%	60%	80%	31%	22%	4%	0%
	Sept	0%	0%	0%	8%	14%	27%	47%	67%	87%	22%	4%	0%
	Oct	0%	0%	0%	0%	8%	21%	41%	61%	81%	94%	4%	0%
	Nov	0%	0%	0%	0%	6%	19%	39%	59%	79%	92%	98%	0%
	Dec	0%	0%	0%	0%	4%	17%	37%	57%	77%	90%	96%	98%

We will transfer a Leisure Business Licence from one boat in a fleet to another if a new boat is purchased. You will need to make the request in writing and pay the additional amount due if the new boat is in a longer length category.

## SCHEDULE 5: NAVIGATION RULES

The Waterway that you use can be dangerous places. The safety of our users and people is very important to us and we do our best to make the Waterway 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 Waterway 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 that minimises the risk of harm to people and property.

As the licence holder, you are responsible for ensuring that the Boat, when in use, is always in the care of a responsible skipper. No one should take over responsibility for handling a boat without knowing what's involved. There are many good boat handling courses available and we recommend these to all boat crews.

We publish 'The Boaters' Handbook' and an accompanying DVD/video. It is downloadable from our website at [www.waterscape.com/boatershandbook](http://www.waterscape.com/boatershandbook). As a licence holder, you are entitled to a free printed copy which you should keep on board the Boat and encourage all crew members to follow it. Please ask for a copy of the Boaters' Handbook if it was not included in your first licence pack. The Boaters' Handbook contains information common to inland waterways generally. More detailed local information is available, particularly for larger river navigations. Local boaters guides can be downloaded from [www.waterscape.com/boating/guides](http://www.waterscape.com/boating/guides)

Navigation signs that you will see as you cruise the Waterway are generally self-explanatory. The Association of Inland Navigation Authorities publishes a full set of the symbols and their meaning at [http://www.aina.org.uk/work\\_programme/documents/Navigationssignsandsymbols.pdf](http://www.aina.org.uk/work_programme/documents/Navigationssignsandsymbols.pdf)

1. The Boat Licence does not give you any priority of passage on the Waterway. You must follow the directions of our local people who may decide which boats have priority.
2. You are responsible for assessing whether it is safe to use the Waterway in flood or strong stream conditions. Our Waterway offices may be able to assist. The most recent flood warnings can be

obtained from the Environment Agency, either on the internet at [www.environment\\_agency.gov.uk](http://www.environment_agency.gov.uk) or by telephone on 0845 988 1188 (minicom 0845 602 6340).

3. You must share locks up to their capacity. There is no right to the exclusive use of a lock.
4. Whilst the Boat is on the Waterway, you must not:
  - (a) do anything which will cause damage or nuisance to any other person or their property.
  - (b) use any electricity generator, including the Boat's engine, at any mooring along the Waterway between 8pm and 8am, unless you are moored in isolation, out of earshot of other people. [We do not intend this Rule to stop you moving the Boat from the mooring.]
  - (c) 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.
  - (d) discharge anything into the Waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers, washing machines and dishwashers. [We request that only phosphate-free detergents are used on board the Boat, particularly in washing machines and dish washers.]
  - (e) obstruct the towpath or use our land for storing items from your Boat.
  - (f) take a vehicle on to our towpaths or land or park on them unless we have already given our permission
  - (g) Exceed the speed limit. Creating waves causes expensive damage to the Waterway. Regardless of speed, if the Boat is making waves or the wash is hitting the bank, you should slow down. The speed limit is four miles per hour on almost all waterways. There are variations, particularly for rivers, which are locally signed.
5. There is no general restriction on the use of locks by Portable and Unpowered Boats. However, in the interest of safety and to conserve water, specific local restrictions may apply. We encourage users to carry these boats 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 British Waterways instructions must always be followed.
6. Unpowered Boats may not navigate certain tunnels. Check the list at <http://www.waterscape.com/things-to-do/boating/useful-downloads> or contact customer services. Where you are permitted to navigate, we encourage the following precautions:
  - (a) navigate in groups of between three and six boats, 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 boats must have adequate buoyancy.
  - (d) you must display a securely fixed, bright white light showing forward.
7. You must not crane a boat into or out of any of our waterways without our written permission, other than at a boatyard with appropriate facilities. This is to ensure compliance with the relevant lifting regulations and to ensure the safety of other waterway users.