

TERMS AND CONDITIONS FOR WINTER MOORING PERMITS 2024 - 2025

This Agreement sets out the terms and conditions that will apply to your use of a Winter Mooring.

The Winter Moorings will only be available at fixed location towpath sites and visitor moorings (published on our website at <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/moorings/winter-moorings>) for the period which starts on 1 November 2024 and ends on 28 February 2025 for all Winter Mooring Sites.

We shall process your personal information in a variety of ways under the Application and this Agreement as set out in our Privacy Policy and in accordance with the Data Protection Act 2018. Further details can be found at <https://www.watersidemoorings.com/Home/CookieAndPrivacyPolicy>.

DEFINITIONS

'Agreement'	means these terms and conditions, including Special Conditions and/or Site Rules, along with the Application.
'Application'	means your application form, completed in accordance with Condition 1.2 or 1.3 below, for the Winter Mooring Permit
'Application Date'	means the date we accept your Application for a Winter Mooring Permit and confirm this in accordance with condition 1.2 or 1.3. This will be the start date of the contract between you and us for the Winter Mooring Permit.
'Boat'	means the boat or vessel permitted by us to moor at the Winter Mooring Site under the terms of this Agreement, including any Tender to the Boat.
'Boat Licence'	means the boat licence issued to you by us to permit use of our Waterways, and which is not a restricted licence of six months or less unless we have in exceptional circumstances agreed to issue you with a Winter Mooring Permit notwithstanding that you have such a restricted licence.
'Canal & River Trust' / 'we' / 'us' / 'our'	means the Canal & River Trust, its successors and assigns and any of its employees or other persons authorised by Canal & River Trust to act for it.
'Mooring Start Date'	means the date (notified to you by us) when you can move your Boat to the Winter Mooring Site.
'our Waterway'	means any waterway(s) owned or managed by Canal & River Trust, and includes any navigable branches or arms, marinas, docks or basins and any land held or used by us in connection with the waterways.

'Privacy Policy'	means the Canal & River Trust privacy policy, located at https://www.watersidemoorings.com/Home/CookieAndPrivacyPolicy , which applies to users of the Waterside Mooring website.
'Site Rules'	means specific rules relating to the use and management of the Winter Mooring Site, which we may issue from time to time.
'Special Conditions'	has the meaning given to it in condition 7.4.
'Tender'	means one small boat (no more than 3 metres length over all) 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.
'Unpermitted Use Charges'	means a charge for unpermitted use of a Winter Mooring Site in accordance with condition 6.10, details of which you can find set out in the Frequently Asked Questions document at https://canalrivertrust.org.uk/enjoy-the-waterways/boating/moorings/winter-moorings or by calling our customer service on 0303 040 4040.
'Winter Mooring'	means the water space at the Winter Mooring Site where you are temporarily permitted to moor your Boat during the Winter Mooring Permit Period.
'Winter Mooring Fees'	means the fee for the Winter Mooring you are liable to pay us notified to you by us when you apply for a Winter Mooring Permit. The fees are also published by us on our website https://canalrivertrust.org.uk/enjoy-the-waterways/boating/moorings/winter-moorings . For 2024/25 there are 7 price bands (band 1 – band 7).
'Winter Mooring Permit'	means the permission given to you by us, which allows you to have a Winter Mooring subject to the terms and conditions of this Agreement. Evidence of this permission is the confirmation we send to you as set out in condition 1.2 or 1.3 below;
'Winter Mooring Permit Period'	means the period of your Winter Mooring Permit, which may be purchased for periods of one month or more for all Winter Mooring Sites. The maximum duration for which a Winter Mooring Permit may be issued is 4 months from 1 November 2024 to 28 February 2025.
'Winter Mooring Site'	means the fixed location towpath site or visitor mooring site where your Winter Mooring is located and includes the land and water used in connection with the Winter Mooring (together with any pontoon or jetty) that is in our ownership or control.
'you' / 'your' / 'yours'	means the person(s) or entity in whose name the Boat is licensed with us.

GENERAL CONDITIONS

1. APPLICATION FOR WINTER MOORING AND APPLICATION DATE

1.1 To obtain a Winter Mooring Permit, you can apply online (as referred to in condition 1.2 below). Alternatively, you may contact our customer services to assist you in completing your Application (as referred to in condition 1.3 below) if you need our assistance in completing an online Application on your behalf. If we accept your Application for a Winter Mooring Permit and confirm this in accordance with condition 1.2 or 1.3 below (whichever is applicable), the Application Date will be date that the terms and conditions of this Agreement become effective.

1.2 When you complete the online Application yourself, accessed through the boat licensing web page at <https://licensing.canalrivertrust.org.uk/>, this Agreement, including any Special Conditions and Site Rules, will be available for you to read and you will have notice of the Winter Mooring Fees published by us at <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/moorings/winter-moorings>. You must follow the instructions for showing that you accept the terms and conditions of this Agreement including the Winter Mooring Fees. We will confirm by email or letter (at the address you indicate on the website Application) whether we accept your Application, and the email or letter will confirm:

- i. your Application Date;
- ii. the Mooring Start Date when you can move your Boat to the Winter Mooring Site and the location of the relevant Winter Mooring Site;
- iii. the end date of your Winter Mooring Period;
- iv. the Winter Mooring Fee you have paid and when you will be required to make any remaining payments due during your Winter Mooring Period; and
- v. the name and index number of your Boat.

1.3 If you require the assistance of our customer services to make an online Application for a Winter Mooring, you may telephone our customer services on 0303 040 4040 to complete an online Application for you on your behalf using the information you provide by phone, on condition that you confirm to customer services that you have read the terms and conditions of this Agreement. Customer services will also complete the acceptance part of the online Application which indicates that you accept the terms and conditions of this Agreement including the Winter Mooring Fees. As soon as possible following the completion of your Application, we will send you (by email or to your postal address as requested by you) confirmation of our acceptance of your Application, the completed Application, a copy of the Winter Mooring Fees published by us at <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/moorings/winter-moorings>, and a link to or a copy of this Agreement. The email or letter will confirm the following:

- i. your Application Date;
- ii. the Mooring Start Date when you can move your Boat to the Winter mooring Site and the location of the relevant Winter Mooring Site;

- iii. the end date of your Winter Mooring Period;
 - iv. the Winter Mooring Fee you have paid and when you will be required to pay any remaining payments due during your Winter Mooring Period; and
 - v. the name and index number of your Boat.
- 1.4 The confirmation we send to you in accordance with conditions 1.2 and 1.3 above is evidence of your Winter Mooring Permit.
- 1.5 You must not move your Boat to the Winter Mooring Site before the Mooring Start Date. If you do, we may remove your Boat in accordance with condition 3 and/or demand that you pay us Unpermitted Use Charges in accordance with condition 6.10 below.
- 1.6 You must remove your Boat from the Winter Mooring Site on the last day of your Winter Mooring Permit Period. If you terminate your Winter Mooring Permit early in accordance with condition 10.1(ii) you must remove your Boat from the Winter Mooring Site on the termination date specified in your termination notice. If you fail to do so, we may remove your Boat in accordance with condition 3 and/or demand that you pay us Unpermitted Use Charges in accordance with condition 6.10 below.

2. RIGHTS TO CANCEL AND EFFECTS OF CANCELLATION

- 2.1 You have the right to cancel this Agreement without giving any reason at any time up to and including the date that is 14 days from the Application Date. After the 14-day cancellation period, your rights to cancel this Agreement in accordance with this condition 2.1 will expire and condition 10 will thereafter govern your and our rights to terminate this Agreement during the Winter Mooring Permit Period.
- 2.2 During the 14-day cancellation period you are not permitted to move your Boat to the Winter Mooring Site. Any Winter Mooring Fees we may have received from you at the time of your Application for a Winter Mooring Permit will be returned to you without deduction. We will return any payments received from you without undue delay and in any event not later than 14 days after the day on which we are informed about your decision to cancel this Agreement. We will reimburse all payments we have received from you using the same means of payment as you used to pay us unless you have expressly agreed otherwise.
- 2.3 To exercise your right to cancel in accordance with this condition 2, you must inform us of your decision to cancel the Agreement by a clear statement (for example by email or letter), using the details specified below (a model cancellation form is set out in Schedule 1 below).
Post: The Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW
Email: Boat_licensing_Team@canalrivertrust.org.uk

3. REMOVAL OF BOAT FROM THE WINTER MOORING FOR UNAUTHORISED MOORING

- 3.1 If you move your Boat into the Winter Mooring Site before the Mooring Start Date, or if your Boat remains at the Winter Mooring Site 14 days after the expiry of the Winter Mooring Permit

Period or the termination date specified in your termination notice (in accordance with condition 10), or by expiry of the Winter Mooring Permit Period, we shall be entitled to:

- i. remove your Boat from the Winter Mooring Site at your own risk to such place on our Waterways as we deem appropriate, and by accepting this Agreement, you consent to us entering on to and/or taking control of the Boat for a temporary period to the extent necessary to carry out our rights under this condition 3.1(i); and
- ii. charge you Unpermitted Use Charges, in accordance with condition 6.10 below for the period up to and including the date upon which your Boat is removed from the Winter Mooring Site by you or by us; and
- iii. recover from you costs and expenses we may incur in removing your Boat from the Winter Mooring Site in accordance with this condition 6.9 below.

4. CHANGING A WINTER MOORING SITE DURING YOUR WINTER MOORING PERIOD

4.1 If you wish to relocate to a different Winter Mooring Site during your Winter Mooring Period, you must obtain our permission to do so.

4.2 If we agree to the relocation, we will confirm this in writing by email or post, to the address you provide, and we will also confirm relevant details relating to any payments due or refunds owed. The following will apply as applicable in relation to payments:

- i. we will not charge you any administration fee for relocating to a new Winter Mooring Site; and
- ii. if the applicable Winter Mooring Fees for the new Winter Mooring Site you wish to relocate to exceeds, or are less than, the fees for the Winter Mooring Site you wish to move from, from the agreed date of relocation you will be charged the difference relating to the additional amount or you will be refunded the difference, as applicable.

4.3 Any change to the location of your Winter Mooring Site that we agree to will be treated as a change to the details of your Winter Mooring Permit. It will not create a new contract between you and us and the terms and conditions of this Agreement will continue to apply to you in relation to the new Winter Mooring Site. The cancellation rights set out in condition 3 above will not apply to the change to the location of your Winter Mooring Site.

5. THE AGREEMENT AND USE OF THE WINTER MOORING SITE

5.1 Your purchase of a Winter Mooring Permit allows you to temporarily moor the Boat at the Winter Mooring Site we have specified to you in accordance with condition 1.2, 1.3, or condition 4 (as applicable) for the Winter Mooring Permit Period specified to you by us.

5.2 The Winter Mooring Permit does not give you possession of the Winter Mooring. The Winter Mooring remains in our ownership and control. To ensure the best use of the water space available at the Winter Mooring, you must follow any instructions we give to you with regard to where and how your Boat may be moored. If you fail to move the Boat within the Winter Mooring Site in accordance with any instructions from us, we may terminate this Agreement, in accordance with condition 10.2 below, or we may move the Boat to somewhere we consider

suitable, and we may recover from you any resulting costs, charges and/or expenses, in accordance with condition 6.9 below.

- 5.3 This Agreement does not replace your Boat Licence.
- 5.4 This Agreement does not permit you to move your Boat to the Winter Mooring Site at any time before your Mooring Start Date notified to you in accordance with condition 1.2 or 1.3 as applicable. The specific period of your Winter Mooring Permit will be notified to you in accordance with condition 1.2 and 1.3 above. The maximum possible period for a Winter Mooring Permit will be from 1 November 2024 to 28 February 2025. Reminders of this maximum period will be published on our website (at <http://canalrivertrust.org.uk/boating/mooring/winter-moorings>) and may be specified in stoppage signs at the Winter Mooring Site.
- 5.5 The permission we give you to use the Winter Mooring Site is personal to you. You cannot give or sell such permission to anyone in any circumstances, and it cannot be inherited from you by anyone.
- 5.6 If you have a business boat licence as a roving trader, you must not trade at any given Winter Mooring Site for a total period of more than 28 days during the period of four months starting on 1 November 2024 and ending on 28 February 2025 for all Winter Mooring Sites, unless you have the applicable planning consents and our written consent. You must keep a written log of where and when you are trading. We may ask to see your log at any time, and you will promptly provide a copy to us.

6. FEES AND OTHER CHARGES

- 6.1 The Winter Mooring Fees apply to any Winter Mooring Permits for all Winter Mooring Sites issued during the period from 1 November 2024 to 28 February 2025.
- 6.2 Your use of the Winter Mooring Site is subject to you paying the Winter Mooring Fee applicable to your Winter Mooring Permit in accordance with the payment method you chose when making your Application for a Winter Mooring Permit.
- 6.3 If you use the Winter Mooring before having paid the relevant Winter Mooring Fees, you nevertheless agree to comply with this Agreement and failure to pay the Winter Mooring Fees due may result in this Agreement being terminated by us in accordance with condition 10.2.
- 6.4 If you default on your direct debit payments, we may refuse to grant you a direct debit facility in the future.
- 6.5 If you have been permitted to pay by instalments and you default in paying any instalment due, we reserve the right to terminate your right to use the Winter Mooring by terminating this Agreement in accordance with condition 10.2 below.
- 6.6 If you wish to leave the Winter Mooring Site and you do not wish to relocate to another Winter Mooring Site in accordance with condition 4 above, you may terminate the Agreement in accordance with condition 10.1(ii) below by giving us one calendar month's written notice of termination. If you do so, you will be entitled to a refund of the full unused months of your Winter Mooring Permit after we have deducted any sums you are liable to pay to us in accordance with this Agreement, including under condition 6.10 below. In addition, you will be

liable to pay us an administration fee of £30 for the administration of processing your termination notice and for arranging for you to receive any refund and we shall be entitled to deduct this from any refund payable to you by us in accordance with this condition 6.6. If you terminate the Agreement in accordance with condition 10.1(ii).

- 6.7 You will not be entitled to any refund of Winter Mooring Fees paid if we terminate the Agreement in accordance with condition 10.2.
- 6.8 If you fail to make any payments which you are liable to pay to us in accordance with this Agreement (including your Winter Mooring Fees and any other sums we may be entitled to recover in accordance with this Agreement) we may:
- i. take action to recover the unpaid sums as a debt and we reserve the right to recover from you interest on the debt, and costs we incur in recovering the debt, including legal fees and court costs; and/or
 - ii. off set the unpaid sums against any sums we may owe you in connection with the Winter Mooring and this Agreement; and/or
 - iii. terminate this Agreement in accordance with condition 10.2 and refuse to process any future Application from you for a Winter Mooring or any other mooring at any of our mooring sites until you have paid any sums you owe us which have remained unpaid by you.
- 6.9 If we incur any costs, charges and/or expenses or suffer any losses as a result of your failure to comply with the conditions of this Agreement, or as a result of anything caused by you or for which you are responsible in connection with the Boat and your use of the Winter Mooring Site, we shall have the right to recover any such reasonable costs, charges and/or expenses from you in accordance with this condition 6.9 and/or as a debt. Such costs, and/or expenses may include but are not limited to:
- i. any costs, charges and/or and expenses incurred in relation to removal or storage or destruction of the Boat or of items left on the Boat or any other part of the Winter Mooring Site; and/or
 - ii. any costs and/or fees of professionals/contractors we may employ to assist us in dealing with the consequences of your actions, or inaction, including legal costs; and/or
 - iii. any other administrative charges, including costs for our time, that we may incur; and/or
 - iv. all costs, charges and/or expenses arising from any claims made against us for any damage including but not limited to those relating to personal injury and/or damage to property.
- 6.10 For any period that your Boat may be at the Winter Mooring Site without our permission in accordance with this Agreement, we may demand from you the payment of Unpermitted Use Charges. You will be liable to pay the Unpermitted Use Charges we demand from you in accordance with this condition 6.10 up to and including the date upon which your Boat is removed from the Winter Mooring Site by you or by us.

6.11 If you currently receive an unpowered butty discount on your Boat Licence, you may apply for a 50% rebate on the Winter Mooring Fees for the second Boat, except where the Site Rules prohibit you mooring the Boats abreast of each other.

7. YOUR OBLIGATIONS

7.1 You may keep a Tender on the water at the Winter Mooring provided you obtain our prior written consent, and you pay an additional charge notified to you by us. The Tender must be marked "*Tender to [name and index number of the Boat]*".

7.2 The Boat must have valid Boat Licence for the duration of the Winter Mooring Permit for any of the Winter Mooring Sites.

7.3 You must comply with any Site Rules. We reserve the right to introduce new Site Rules or to amend existing Site Rules from time to time provided we give you reasonable prior notice (usually one month but may be shorter if urgent due to health & safety requirements) wherever possible of the proposed changes. The Site Rules and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at the Winter Mooring Site or once a copy of them has been provided to you (whichever is the earlier).

7.4 At any time whilst you have the right to moor at the Winter Mooring Site, we may require you in writing to comply with additional conditions ('Special Conditions') relating specifically to your use of the Winter Mooring Site. Special Conditions may include conditions relating to your private use of land at the Winter Mooring Site. You must comply with any Special Conditions that relate to the Winter Mooring Site, or any other Special Conditions notified (under conditions 1.2 or 1.3, or other such notification) to you prior to the Application Date. We only issue Special Conditions to ensure the best use of the Winter Mooring Site. We will give you reasonable prior notice of any change to an existing Special Condition or of any intention we may have to introduce a new Special Condition.

7.5 You are responsible for paying council tax (if applicable), all gas, electricity and other costs or expenses associated with your Boat.

7.6 The Winter Moorings are not managed mooring sites and we shall not provide any services at the Winter Mooring Site.

7.7 You must:

- i. comply with relevant legislation, bye-laws and follow our lawful directions spoken or written (including signs);
- ii. not carry out any operational development or material change of use requiring planning permission at the Winter Mooring Site unless planning permission has been obtained for that operational development or change of use;
- iii. comply with the terms of any planning permission or other third-party consent applicable to the Winter Mooring Site;
- iv. not apply for planning permission or certificate of lawful use in respect of the Winter Mooring or the Winter Mooring Site without our prior written consent.

- 7.8 You must not damage, alter add to or deface any of our property at the Winter Mooring Site in any way. We may charge you for making good any damage caused by you.
- 7.9 You, and any other occupants of the Boat and your visitors must not keep, hang, or place anything on our property at the Winter Mooring Site or on your Boat (including any sign or notice of a commercial nature) without our permission. At our request you shall move any sign or notice for which we have not given permission.
- 7.10 You shall be responsible for and liable for anything at the Winter Mooring Site or in the vicinity of the Winter Mooring Site which is done or not done by any persons visiting you, occupying the Boat or working for you. Any acts or omissions of such persons which result in a breach of this Agreement will be deemed to be your breach of this Agreement. You must ensure that any persons visiting you, occupying the Boat or working for you comply with this Agreement including any relevant Site Rules.
- 7.11 You should notify us if you become aware of any defects or problems at the Winter Mooring or the Winter Mooring Site.
- 7.12 At the end of your Winter Mooring Permit Period you must leave where you were at the Winter Mooring Site in a clean and tidy condition and remove all of your belongings from the Winter Mooring Site.
- 7.13 The Boat must have a minimum level of on-board facilities to allow the ability to be self-sufficient (including the provision of portable water storage with toilets connected and wash cubicles).
- 7.14 You must keep the area around the Boat clean and tidy and keep the outside of the Boat in reasonable repair.
- 7.15 You must not keep, hang, or place anything on any parts of the Winter Mooring Site unless we have previously agreed to it. You must not display on the Boat or the Winter Mooring Site any sign or notice of a commercial nature without our prior written consent.
- 7.16 You must ensure that you continue to keep your Boat insured as required in your Boat Licence terms and conditions.
- 7.17 Your Winter Mooring Permit only permits you to moor the Boat named in the Application. You must not at any time and for whatever reason allow any other boat to moor alongside your Boat or anywhere else at the Mooring Site, including but not limited to any boats of persons visiting you for whatever purpose.

8. HEALTH, SAFETY, THE ENVIRONMENT

- 8.1 You must make sure the Boat is moored safely and that it is properly attached to the bollards, moorings rings, mooring pins, or stakes.
- 8.2 We may go onto the Boat and move it at our discretion for reasons of safety or the protection of the environment. We will only do this if you fail to comply with any request we make to move the Boat.

- 8.3 Any accidents or other incidents involving injury or damage to our property at the Winter Mooring Site must be reported to us including any damage or injury for which you are responsible. You must also notify us of any potential safety risks at the Winter Mooring Site.
- 8.4 You must not do (or carelessly fail to do) anything at the Winter Mooring Site or in the vicinity of the Winter Mooring Site which will:
- i. pose any risk to the health and safety of individuals;
 - ii. pose a risk to the environment;
 - iii. cause damage or nuisance to any other person or their property; or
 - iv. amount to anti-social behaviour towards any other person including other winter mooring customers and/or other local residents or users of our Waterways.
- 8.5 You must not light fires including barbecues at the Winter Mooring or Winter Mooring Site, unless allowed under Site Rules or you have first obtained prior written consent from us. The lighting of fireworks is strictly prohibited.
- 8.6 You must use smokeless fuel for your stove when moored anywhere close to properties which could be affected by your chimney smoke.
- 8.7 You must dispose of your rubbish so that it does not become a nuisance or a health and safety risk. No rubbish shall be thrown overboard or left anywhere at the Winter Mooring Site. Any domestic waste shall be disposed of in receptacles provided by us, or by removal from the Winter Mooring Site by you. Non-domestic waste such as microwaves, fridges or other electrical household appliances must be removed from the Mooring Site by you. We may issue specific Site Rules relating to the management of rubbish at the Winter Mooring Site
- 8.8 You must not obstruct any emergency access roads, service roads or service areas at the Winter Mooring Site. There is no Canal & River Trust provided parking provision available at the Winter Mooring Sites.
- 8.9 We have no obligation to recover or preserve the Boat or other property from the consequences of any defect in the Boat or property concerned or from the consequences of an accident or incident for which we are not responsible. However, we reserve the right to remove the Boat or to dismantle it in order to remove it in any appropriate circumstances, particularly where the Boat is an obstruction or poses a risk to the safety of people, property or the environment and we shall be entitled to recover any costs, charges and/or expenses we incur in accordance with condition 6.9.
- 8.10 You will not undertake any work to the Boat without our prior written consent and you will comply with any applicable Site Rules. Whether or not we give consent shall be at our absolute discretion and any consent we do give may be subject to conditions taking into account any matters we consider appropriate, including but not limited to health and safety considerations and having regard to the potential impact of the work on other third parties.
- 8.11 The Boat must comply with the Boat Safety Scheme standards (available at <https://www.boatsafetyscheme.org/>) and you must provide evidence which confirms compliance for the duration of this Agreement.

- 8.12 You agree not to tamper with the supply of electricity in any way if electricity is provided at the Winter Mooring Site.
- 8.13 Diving, bathing, and fishing at the Winter Mooring Permit Site is not permitted.
- 8.14 You must not keep animals other than domestic pets at the Winter Mooring. They must remain under proper control whilst at the Winter Mooring Site and not cause nuisance to your neighbours. You must clear up their mess. We reserve the right to require you to remove any animals from the Boat if you fail to comply with this condition 8.14.
- 8.15 You should inform us of any spillage of oil, paint, or any other pollutant or of anything which may pose a health and safety risk to you or others at the Winter Mooring Site. You should also take such steps as reasonably practicable and safe in the circumstances to minimise the risks, until appropriate action is taken by us or other appropriate individuals or organisations.
- 8.16 If the Winter Mooring Site is in a location regularly used by anglers, you should leave at least 5m between your Boat and the next one along to allow space for fishing. You must be prepared to move temporarily to facilitate match pegging and where we are aware of when match pegging will take place, we will give you reasonable notice (usually not less than 2 weeks).

9. OUR RESPONSIBILITIES AND OUR RIGHTS OF ACCESS TO THE MOORING AND THE BOAT

- 9.1 We will exercise reasonable care in carrying out our functions under this Agreement (including when boarding or moving the Boat or the Tender).
- 9.2 We shall not be liable for any loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed by us). This includes loss or damage to boats, gear, equipment, or other goods left with us for repair or storage. You may wish to take out your own insurance to cover such risks.
- 9.3 We may go onto the Boat and/or Winter Mooring at any time in order to carry out any of our functions under this Agreement or your Boat Licence to exercise any legal rights including exercise of our statutory powers. We may affix or place on the Boat notices, correspondence, or other documents, including contractual or legal notices.
- 9.4 We may go onto the Winter Mooring Site to inspect for defects. We may also go onto the Winter Mooring to do works and repairs (this includes any building or development work in, around or adjacent to the Winter Mooring or Winter Mooring Site). We will give you at least 14 days' notice, and where practicable 28 days' notice. If there is an emergency we may carry out, the works without giving you notice but we will tell you as soon as reasonably practicable what the emergency was and what works we have done.
- 9.5 In order to take action in accordance with condition 9.4 above, we may require you to move the Boat and if you fail or are unable to do so, we may move the Boat for the duration of our inspection or works.
- 9.6 We are not responsible for the supply of electricity, any other facilities or services at the Winter Mooring Site unless specified in Sites Rules and/or Special Conditions.

10. TERMINATION

10.1 This Agreement will be deemed terminated if you take any of the following actions:

- i. if you cancel the Agreement in accordance with condition 2.1 and 2.3; or
- ii. if you wish to terminate this Agreement before the end of the Winter Mooring Period and you give us one month's written notice of such termination sent by email or letter to:
Post: The Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW; or
Email: Boat_licensing_Team@canalrivertrust.org.uk.

10.2 We may terminate this Agreement (and thereby your Winter Mooring Permit) immediately by serving you with a termination notice in writing if:

- i. you have failed to comply with a term of this Agreement which could have been remedied, but you have failed to do so within the time we have given to you to remedy the breach. We will normally give you 14 up to days' notice to remedy a breach, but we may have good reasons for specifying a shorter period; or
- ii. you commit a breach of the Agreement which is not capable of remedy.

You will not be entitled to any refund of any Winter Mooring Fees paid if we terminate this Agreement accordance with this condition 10.2.

10.3 Following expiry or termination of the Winter Mooring Permit, you shall remove the Boat from the Winter Mooring Site.

10.4 If you fail to remove the Boat from the Winter Mooring Site within 14 days of expiry or termination of your Winter Mooring Permit, we shall be entitled to remove your Boat in accordance with condition 3.1 above or to dismantle or destroy the Boat in appropriate circumstances in order to move or remove it. In relation to any action we take in accordance with this condition 10.4 we shall be entitled to board your Boat to carry out such actions, and to recover any costs charges and expenses we may incur in accordance with condition 6.9 above, which may include Unpermitted Use Charges.

11. DISCLOSURE OF INFORMATION

11.1 You agree that we may provide your relevant personal details including your contact details such as your name and address to any person (or the insurer of any person) who we believe has a legitimate interest in an incident or alleged incident involving the Boat which will generally be the case where for example personal injury or damage to property may have occurred,

11.2 You agree that where we believe you have failed to comply with this Agreement, we may exchange information relating to you and /or the Boat with third parties who are assisting us in managing the situation such as contractors, mooring providers, individuals or organisations with a legitimate interest or duty in exchanging information about you.

11.3 In addition to condition 11.1 and 11.2 above, we will use your personal information as set out in our Privacy Policy.

12. GENERAL

- 12.1 This Agreement is between the Canal & River Trust and you. A third party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the conditions in this Agreement.
- 12.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.
- 12.3 Omission by us to exercise any right under this Agreement will not constitute a waiver of such right unless expressly stated by us in writing.
- 12.4 Any remedies we have set out in this Agreement do not prevent us from relying on any other remedies or rights that we may have, which may include the exercise of our statutory powers.
- 12.5 This Agreement is governed by English law and you agree to submit to the exclusive jurisdiction of the English courts.
- 12.6 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 12.7 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on, or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.8 Our address for contact purposes and sending us any notices is:
Post: The Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW
Email: customer.services@canalrivertrust.org.uk
- 12.9 If you have a complaint or are in dispute with us on any matter relating to the Winter Mooring, we are willing to handle your complaint or dispute through our complaints handling procedure. You can obtain information about the complaints handling process by contacting us on 0303 040 4040, visiting our website link at: <https://canalrivertrust.org.uk/contact-us/making-a-complaint>, or emailing our customer services team at customer.feedback@canalrivertrust.org.uk. The availability of our complaints procedure does not prevent you from pursuing any legal remedies against us at any time.

SCHEDULE 1: MODEL CANCELLATION FORM

Note:

1. Below is a format for the model cancellation form you may use in accordance with condition 2.3 above, to notify us that you wish to cancel this Agreement.

2. As stated in condition 2.3, you can only exercise your right of cancellation in accordance with that condition in the 14-day period from the Application Date, using this model cancellation form set out below or informing us by letter or email.

Date: []

To:

Post: The Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW

Email: Boat_licensing_Team@canalrivertrust.org.uk

We hereby give notice that I/We cancel the Winter Mooring Agreement signed or agreed to by me/us on or about the following date [insert date]:

Name:

Address:

Signature: