



## SINGLE LONG TERM MOORING AGAINST PRIVATE RESIDENTIAL LAND

The Canal & River Trust is the owner of the canal bed and permission is needed for the exclusive right to occupy water space as a home mooring.<sup>1</sup>

Permission will only be granted in specific circumstances:

1. The mooring is for a single boat against a residential property on the offside of the navigation, AND
2. No environmental, operational or safety risks apply – this is subject to our local assessment. All new end of garden moorings must, as a general rule, not be in close proximity to any canal structure, including locks and bridges.

Where permission is granted, it is subject to the appended terms and conditions

Note in particular:

1. We do not guarantee water depth at the proposed mooring, and any permission we grant will not include Canal & River Trust responsibility for dredging or clearance of water obstructions.
2. Any boat placed at the mooring must fit within the boundaries of the property and not overlap onto neighbouring land.
3. Any mooring platform or landing stage to be developed will require planning consent from the local planning authority as well as written consent from the Trust.
4. A mooring for a boat used as someone's sole or primary residence may require planning consent

Permits are issued annually and there is no automatic right of renewal. Permission may be withdrawn if a local mooring strategy determines that a mooring in the particular location is not appropriate.

### Price of the permit

The price payable for the permit is set by reference to the mooring fees for simple online moorings in the area supplied by the Trust. A benchmark site is identified and a price discount applied to account for the fact that the Trust provides the water space but not the access to it from the land or any facilities at the site. The discount is normally of the order of 50%.

### Making an application

If you believe that your request meets our criteria please submit the following information along with the completed application form:

- 1) A map clearly showing the location of your property in sufficient detail for us to locate from the road and from the water.
- 2) Photographs of the mooring site, including one taken from the towpath
- 3) Name or number of the nearest bridge.
- 4) If a staging, pontoon or decking arrangement is being proposed, please provide details on dimensions, type, style and construction i.e. wooden decking with metal framework.

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<sup>1</sup> 'Home Mooring' is a mooring or place where the Boat may lawfully be left when not being used for cruising.

- 5) Evidence of your ownership of the land against which you propose to moor the boat: the Land Registry Title Number and a complete photocopy of the relevant section of the property title deed.
- 6) If you are not the person named in the evidence supplied under 5) above, a letter(s) from the landowner(s) confirming their permission for you to moor at the site for the duration of the mooring permit, should your application be successful. Please note that this confirmation will be required annually at the time of your mooring permit renewal.

We aim to complete simple assessments within 6-8 weeks of receipt of a correctly completed application.

There is a non-refundable fee of **£90** inclusive of VAT (at standard rate) towards our administration and initial assessment costs. If a site visit or further investigation is needed before we can reach a decision, additional costs will be payable and it may take longer than 6 weeks to process your application. We will let you know the likely size of delay and extra cost before proceeding with the full assessment.

#### **Notes:**

##### **1. Where the Trust owns the adjacent land**

If there is land between the waterway and your property which is owned by the Trust, we will consider granting you a lease for this. Please make us aware of this in your application.

##### **2. Change of Ownership**

If you move house, you should ensure that a copy of our permit approval is transferred to the new owner or tenant of the property. We will require sight of this if we receive an application for a mooring permit from the new occupant.

##### **3. Exceptions for the Kennet & Avon Canal**

On the Kennet & Avon Canal we will not permit the creation of any further offside moorings against residential property. This underlines our commitment to delivering the policies within the Kennet & Avon Canal Conservation Plan (second edition, October 2000):

Policy H10: There will be a general presumption for the offside bank to remain non-accessible.

Policy H10.2 There is a presumption against the creation of moorings, paths and access on the offside canal bank, although a case may be made for this in some urban locations.

Please note that although we may consider applications for the 'urban' areas of Bath, Bradford on Avon and Devizes, we will not grant any new moorings east of Lock 28 (the foot of the Caen Hill lock flight).

##### **4. Construction of staging at the mooring**

If you wish to build staging to facilitate access to the moored boat, separate permission is needed since the construction requires work on our property. We reserve the right to remove any staging installed without our written consent.

In the first instance, you should contact your local council (Planning Department) and request confirmation in writing on whether planning permission is required. You can then contact the Trust to request an assessment of your proposal. A fee will be payable for this relating to the scale of your proposals and our costs of assessing it.

#### **SUBMITTING YOUR APPLICATION TO CANAL & RIVER TRUST**

**Please send your application to the Mooring Coordinator, Canal & River Trust, Navigation Road, Northwich, Cheshire, CW8 1BH**

## APPLICATION FOR PERMISSION TO CREATE A LONG TERM MOORING AGAINST PRIVATE RESIDENTIAL LAND

<b>Your details</b>			
<b>Name:</b>			
<b>Address:</b>			
<b>Email</b>			
<b>Daytime Telephone</b>			
<b>Details of the location where you want the mooring</b>			
<b>Canal</b>			
<b>Mooring location</b>	e.g. "500 m west of bridge 21"		
<b>Postal address of the location</b>	Include postcode		
If this address is different from yours, you must include a letter from the owner(s) or tenant that you have their consent to create a mooring at the property. If the letter is from the tenant, it should include a copy of the tenancy agreement with the owner.			
<b>Length of mooring required</b>	_____ Feet or _____ Metres	<b>Length of property frontage to canal</b>	_____ Feet or _____ Metres
<b>Width of mooring required</b>		_____ Feet or _____ Metres	
<b>Staging/pontoon proposed(Include material type):</b>			

- I have read and understand the Trust's criteria, terms and conditions for granting permission to moor against private land
- I enclose a map showing the proposed positioning of the mooring
- I enclose proposed design of any staging/pontoon needed (if applicable)
- I enclose photographs of the location
- I enclose a copy of the Land Registry Title No. and title deeds for the property against which I plan to moor a boat.
- I am not the owner of the land adjacent to the mooring but I enclose a letter from the landowner(s) or tenant(s) supporting my application. (For a tenancy, remember to include a copy of the agreement with the owner).
- I enclose a cheque payable to the Canal & River Trust for the non-refundable fee of £90 inclusive of VAT (at standard rate)

Print Name: ..... Signature: ..... Date:.....



**Waterside  
Mooring**



**Canal &  
River Trust**

## **TERMS & CONDITIONS FOR A MOORING ON CANAL & RIVER TRUST WATER WHICH IS ACCESSED FROM PRIVATE PROPERTY**

### **DEFINITIONS**

'**Application Form**' means the application form you signed when first taking over the **Mooring** or the renewal invitation that we send you before expiry of this Agreement.

'**Boat**' means the **Boat** or vessel named in this Agreement or one that is substituted for it with **our** prior written consent (which will be subject to the suitability of the **Mooring** and payment of an additional **Mooring** fee, where applicable).

'**Canal & River Trust, the Trust, we, us, our**', means the Canal & River Trust, its successors and assigns and any of its employees or other persons authorised by the Canal & River Trust to act for it.

'**Length, LOA**' means the length overall of the **Boat**, including fenders, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extension fore and/or aft of the **Boat**.

'**Mooring**' means the water space at the **Mooring Site** temporarily allocated to **you** from time to time by **us** for the **Mooring** of the **Boat** during the period of this Agreement. '**Mooring Site**' includes the **Mooring** and land and water (together with any pontoon or jetty) adjacent to the **Mooring** that is in **our** ownership or control; and where the **Mooring** is within a marina, boatyard or basin, includes all such water space and land associated with that marina, boatyard or basin.

'**Owner, you, your, yours**' mean the person(s) or entity named as Owner in this Agreement and includes an employee of the Owner or a person in charge of the **Boat** with the Owner's permission

'**Boat Tender**' means one unpowered vessel or a vessel powered by a small outboard engine that is less than 3 metres **LOA** which is carried on or towed by the **Boat** and used only for going to and from the **Boat**.

### **GENERAL CONDITIONS**

**P1.** This Agreement allows you to moor the **Boat** at the **Mooring Site**.

**P2.** **You** must pay the mooring fee due under this Agreement. If **you** use the **Mooring** before having paid the fee **you** nevertheless agree to comply with the terms of this Agreement.

**P3.** **Your** right to moor at the **Mooring Site** is personal to **you**. **You** cannot transfer **your** right to moor to any person in any circumstance. **P4.** **You** may keep a **Boat Tender** on the water at the **Mooring** provided **we** agree in writing and **you** pay an additional charge. The **Boat Tender** must be marked "Tender to [name and index number of the **Boat**]."

**P5.** The **Boat** must be properly licensed for the duration of this Agreement. Current licence permits must be displayed where they can be easily seen from either side of the **Boat** at all times. **Mooring discs** are no longer required to be displayed in the boat and the Trust no longer issue these, but you must still apply for a mooring agreement.

**P6. You** must comply with the conditions of any planning permission for the **Mooring Site** and comply with relevant laws, byelaws and special conditions, including any concerning **your** private use of land at the **Mooring Site**.

**P7. We** may go onto any **Trust** property at the **Mooring** at all reasonable times to inspect it for defects. **We** also may go onto the **Mooring** to do works and repairs. **We** will give **you** at least 14 days, and where practicable 28 days' notice in writing of **our** intention to do the works and tell **you** what works **we** plan to do. If there is any emergency, **we** may do the works without giving **you** notice. In that case, **we** will tell **you** as soon as practical what the emergency was and what works **we** have done.

**P8. We** can move the **Boat** if **we** need to do any work on **Trust** property at the **Mooring**. **We** will give **you** at least 14 days, and where practicable 28 days' notice in writing unless there is an emergency or the movement is of a minor nature. If **we** do need to move the **Boat** **we** will provide **you** with an alternative **Mooring**. When **we** move the **Boat** to do work **we** will put the **Boat** back on to the **Mooring** as soon as possible after the work is finished. If **you** reasonably incur any costs or expenses because **we** have moved the **Boat** to do works **we** will refund them.

**P9. We** will give **you** at least 14 days, and where practicable 28 days' notice in writing of **our** intention to carry out any building or development work in, around or adjacent to the **Mooring** or **Mooring Site**.

**P10. You** are responsible for paying Council Tax (if applicable) and all gas, electricity and other services used by **you** at the **Mooring Site**.

**P11. You** must not keep, hang or place anything on **Trust** property at the **Mooring Site** unless **we** have previously agreed to it. **You** must not display on the **Boat** or the **Mooring Site** any sign or notice of a commercial nature without **our** permission.

**P12. You** must not damage, alter, add to or deface any **Trust** property at the **Mooring Site** in any way. **We** may make a charge to cover the cost of making good.

**P13. You** must keep the outside of the **Boat** in reasonable repair and the area around the **Boat** clean and tidy.

## **HEALTH SAFETY & THE ENVIRONMENT**

**P14.** Any works undertaken on the **Boat** whilst at the **Mooring Site** must be carried out in a safe manner and with due regard to protecting the environment and **your** obligations under Condition P16.

**P15.** Any accidents or other incidents involving injury or damage to **Trust** property at the **Mooring** must be reported to **us**. **You** must report any damage for which **you** are responsible under Condition P16.

**P16. You** must not do (or carelessly fail to do) anything at the **Mooring** which will cause damage or nuisance to any other 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.

**P17. You** must dispose of **your** rubbish so that it does not become a nuisance or a risk to the health or safety of any person, animal or **our** property.

**P18. You** must make sure the **Boat** is moored safely and that it is properly attached to the bollards, mooring rings, mooring pins or stakes. **We** may go onto the **Boat** and move it at **our** discretion for reasons of safety or the protection of the environment.

## MAINTENANCE LIMITATIONS

**P19.** Mooring sites that are located in the waterway but accessed over land not under **our** control (e.g. most 'off-side' moorings) are normally made available at the request of the adjoining land-owner and are not part of the maintained moorings business of **the Trust**. The fee paid to **the Trust** is only for the right to exclusive occupation of part of the water space of the waterway and no other service or facility is provided by **the Trust**. This agreement is for a mooring site of that type.

**P20.** **The Trust** does not warrant that there will always be adequate depth of water at the **Mooring Site** and is not responsible for maintaining the waterway wall or bank in sufficient condition to provide safe access to the boat moored alongside it. Where statutory maintenance obligations apply to a waterway they apply to the main navigable channel only.

**P21.** In the event that, in the reasonable opinion of **the Trust**, the **Mooring Site** becomes unsafe or not otherwise fit for purpose, **the Trust** may terminate this Agreement. In that event **the Trust** will credit **you** with the value of the unexpired duration of the Agreement and **you** shall have no further claim.

## OUR RESPONSIBILITIES

**P22.** **We** will exercise reasonable care in carrying out our functions under this Agreement (including when boarding or moving the **Boat** or the **Boat Tender**) and will make good damage caused by our negligence.

**P23.** **We** shall not be liable for any other 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.

## TERMINATION

**P24.** This Agreement terminates at the end of the period specified in the Application Form.

**P25.** **We** may terminate this Agreement immediately if **you** fail to pay any money owing to **us** under this Agreement or in connection with the licensing or use of the **Boat** on **our** waterways.

**P26.** **We** may terminate this Agreement before the end of the period specified if **you** breach any of the terms of this Agreement and either the breach cannot, in our opinion, be put right or if **you** fail to put things right having been asked by **us** to do so.

**P27.** Before **we** terminate this Agreement under Condition P26 we will write to **you** and explain how we think **you** have broken the terms of this Agreement; and:

**P27.1** Where **we** think you can put things right we will tell you how **we** think you can do so and how long you have to comply. This time will depend upon the circumstances but will be reasonable and will be at least 14 days where work is required to be done to the **Boat**. If **you** do not put things right within the time **we** have given **you**, this Mooring Agreement will end and **you** must remove the **Boat** from the **Mooring** immediately.

**P27.2** Where **we** are of the opinion that **you** cannot put things right, we will explain why and **you** must remove the **Boat** from the **Mooring Site** within 14 days and this Agreement will terminate at the end of that 14 days whether or not the **Boat** has been removed.

**P28.** If **you** fail to remove the **Boat** from the **Mooring Site** on termination of this Agreement we shall be entitled to:

- Damages equivalent to the mooring fee which would have been payable by **you** if the Agreement had not been terminated; or
- Remove the **Boat** from the **Mooring Site** at **your** risk (except for loss or damage caused by **our** negligence during such removal) and keep it elsewhere and charge **you** with all costs arising out of such removal including alternative mooring fees.

**P29.** **We** reserve the right to refuse to issue **you** with any mooring agreement in the future. **You** have no right under these Conditions to the renewal of a mooring agreement. **We** will not unreasonably refuse to renew a mooring agreement. However, if **we** do refuse to issue **you** with a mooring agreement, **we** will write and tell you why