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.\(^1\).

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 Permission may be withdrawn if a local mooring strategy determines that a mooring in the particular location is not appropriate.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 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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\(^1\) ‘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

## Your Details

| Name: |  
| Address: |  
| Email |  
| Daytime Telephone |  

## Details of the Location Where You Want the Mooring

| Canal |  
| Mooring Location | *e.g. “500 m west of bridge 21”* |  
| Postal Address of the Location | 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.

| Length of Mooring Required | Feet or Metres | Length of Property Frontage to Canal | Feet or Metres |  
| Width of Mooring Required | Feet or Metres |  

### Staging/Pontoon Proposed (Include Material Type):

- 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:  

*Offside Mooring Application (L2) May 2018*
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. Moorings 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 Site 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