

SINGLE LONG-TERM MOORING AGAINST PRIVATE RESIDENTIAL PROPERTY OR LAND

Explanatory Notes:

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:

- The mooring is for a single boat against either a residential property or parcel of land on the offside of the navigation, AND
- 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.
- Permission will, subject to all criteria being met, normally be granted for just one leisure boat to be moored by the landowner adjacent to a private property on the offside of the canal ⁽²⁾. All proposals shall be considered and assessed against the criteria set out in the notes section 1 (additional detail available upon request) through the Single Moorings Against Privately Owned Land Application Process (which replaces the End of Garden Mooring Application Process). This does not apply on the Kennet & Avon Canal which is subject to the provisions of its conservation plans or the Montgomery Canal which is subject to the Conservation Management Strategy⁽³⁾, Moorings in the Lee Valley Regional Park are subject to Lee Valley Regional Park Mooring Criteria.
- Any online moorings proposal for multiple leisure boats or boats to be used for commercial proposals (e.g. hire boats, cafes etc) is outside the scope of this application process and should be considered and assessed against the criteria set out in the Boating Business Application Process. The sub-division of existing offside land to create multiple single linear moorings is not supported by this policy.

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

Note in particular:

- 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.
- Any boat placed at the mooring must fit within the boundaries of the property and not overlap onto neighbouring land.
- Any mooring platform or landing stage to be developed will require consent from the Trust's Infrastructure Services Team. Additional fees will be applicable.
- If you do not own the property or the land, applications will be rejected.
- Applications for a multiple online (leisure) boat mooring are not supported by the online mooring policy. If you are applying for a commercial mooring, please apply through the Business Boating Application process

Mooring Agreements 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. Renewal invitations will be issued via email approximately 4-6 weeks before expiry. Please ensure that the details we hold for you are correct.

Price of the mooring agreement

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 currently 50%.

Making an application

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

- A map clearly showing the location of your property in sufficient detail for us to locate from the road and from the water.
- Photographs of the mooring site, including one taken from the towpath.
- Name or number of the nearest bridge.
- 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.
- Evidence of your ownership of the land against which you propose to moor the boat: The Land Registry Title Number, copy of Title Plan and a complete photocopy of the relevant section of the property title deed.
- Applications from prospective purchasers of property or land will be accepted without the requirement to submit evidence of ownership. If the application is approved, the approval will remain in force for 12 months to enable the sale to complete. If this time frame elapses without a mooring agreement being entered into the applicant will be required to reapply for permission to moor.

In addition to the above, if this is a LAND APPLICATION (no residential property), please provide:

- How (if required) the mooring will be serviced (including waste and refuse removal)
- How you will access the mooring from land (whether by foot or other forms of transport).

We aim to complete simple assessments within 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 8 weeks to process your application. We will let you know the likely length of delay and extra cost before proceeding with the full assessment.

Notes:

1. Criteria for Consideration

When assessing proposals for new online moorings the following criteria will be considered.

- 1.1 Navigational safety.
- 1.2 Suitability of the location against operational, environmental or heritage constraints.
- 1.3 How moorings would contribute to wider strategic plans for the area.
- 1.4 How (if required) the moorings would be serviced (including water and refuse removal).
- 1.5 Access to the moorings from land (whether by foot or other forms of transport) ⁽⁴⁾

- 1.6 Whether creation of the mooring would contribute to undesirable lines of continuously moored boats.
- 1.7 The availability of alternative offline mooring provision in the vicinity.
- 1.8 How the applications contribute to the Canal & River Trusts wider charitable objectives and strategy.
- 1.9 Positive or negative impacts from the creation of moorings on other waterway users and how these would be mitigated.
- 1.10 Boats at new online moorings should possess the recognisable attributes of a boat typical to the Trust's network and be capable of navigation, but exceptions may be made in the context of a local mooring strategy.
- 1.11 Any particular need for moorings suitable for disabled boaters in a particular location as assessed under the Trust's Equality Policy for Customer Service Delivery.
- 1.12 The likely cost that might be incurred should a boat or other items ever be abandoned leaving the Trust with the responsibility for removal.

2. 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. There will be an additional fee for a garden ground agreement.

3. Change of Ownership

Mooring agreements are non-transferable, therefore if the property or land is sold, the mooring agreement will be terminated and the new owner will have to reapply for the mooring and this will be reassessed as per the set out criteria in this application.

4. 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. The term "urban" shall be deemed to mean the city of Bath and the towns of Bradford-upon-Avon, Devizes, Hungerford, Newbury and Reading

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).

5. 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.

Where approved we may require confirmation as to whether or not the local planning authority require you to obtain planning permission for your proposals⁽⁵⁾. Where planning permission is necessary we will require you to obtain and comply with it. We recommend that you gain our in principle acceptance through the end of single moorings against privately owned land mooring process and undertake a pre-application consultation with the Trust prior to submitting a planning application⁽⁶⁾.

Footnotes:

(1) 'Home Mooring' is a mooring or place where the Boat may lawfully be left when not being used for cruising.

(2) The mooring agreement must be with the land owner or long term lease holder. If the boat owner is not the land owner or the long term lease holder then a mooring agreement would not be supported under the online mooring policy.

(3) Applications for such private moorings on the Montgomery will be tested against the boat traffic model and will only be approved where there is capacity to absorb them.

(4) The application must be from the land owner of the proposed mooring location, including consent of the freehold land owner before any lease agreement can be signed.

(5) Planning permission may be required for proposals such as residential or commercial moorings or the construction of staging at the end of garden mooring. The local planning authority is responsible for determining if planning permission is required.

(6) It is likely that you will need to serve notice of your planning application on the Canal & River Trust as we will have a landownership interest in the application site and the Local Planning Authority will seek our views on your proposal as a statutory consultee.

SUBMITTING YOUR APPLICATION TO CANAL & RIVER TRUST

Please send your application to Waterside Mooring, Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire CH65 4FW or via email to:

waterside.mooring-enquiries@canalrivertrust.org.uk

Please ensure all requested supporting documentation is submitted along with your application as omissions will delay the processing of your application. Please ensure photographs and large documents are condensed in size or sent via a zipped file.

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

Your details			
Name:			
Address:			
Customer No.:			
Email			
Daytime Telephone			
Details of the Mooring location			
Canal			
Mooring location	e.g. "500 m west of bridge 21"		
Postal address of the location	Include postcode		
Length of mooring required	Meters	Length of property frontage to canal	Meters
Width of mooring required	Meters		
Staging/pontoon proposed (Include material type):			

Checklist:

- I accept 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 or land against which I plan to moor a boat;
- I enclose clarification of how the mooring will be serviced (if applicable);
- I enclose clarification of how I will access the mooring from land (if applicable);
- I enclose a cheque payable to the Canal & River Trust for the non-refundable fee of £90 inclusive of VAT (at standard rate). If you wish to pay over the telephone, please call 0303 040 4040 and ask to speak to a Mooring Coordinator who can take your payment.

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

We shall process your personal information under the Application and Licence as set out in our privacy policy notice (including the privacy schedules to the notice) and in accordance with the Data Protection Act 2018. Further details can be found as <https://canalrivertrust.org.uk/cookie-and-privacy-policy>

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

These Terms & Conditions, along with the Agreement Form (the “**Agreement**”) set out the legal relationship between **you** and the Canal & River Trust. This **Agreement** applies if **we** permit **you** to moor **your Boat** at any **Mooring Sites** or **you**, and **your Boat**, remain at the **Mooring Site**.

DEFINITIONS

‘**Agreement**’ means the terms and conditions contained within this mooring agreement, and the **Agreement Form**.

‘**Agreement Form**’ means the agreement form (with accompanying letter) you completed and accepted, by signature or your conduct by remaining at the **Mooring Site**, 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 Form** 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.

‘**Effective Date**’ means the earlier of either the date in which we receive your completed and signed **Agreement Form** or 21 days from the date set out in the **Agreement Form**.

‘**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 Fee**’ the amount which totals 50% of the nearest Canal & River Trust Long Term Mooring site, which **we** may change from time to time, such amount payable by you to the Trust as detailed within the **Agreement Form**

‘**Mooring Period**’ means the period during which **you** may moor the **Boat** at the **Mooring Site** which may renew in accordance with P51.

‘**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

‘**Overstay Charges**’ the charge you will be liable for in accordance with P31, P33.5, P47, P48.3 and P49

'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

'Privacy Policy' means the Canal & River Trust privacy policy, located at www.watersidemoorings.com, which applies to users of the Waterside Mooring website;

'Boat Tender' means one unpowered vessel or a vessel powered by a small outboard engine that is less than 3 meters 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 comes into effect on the Effective Date and allows you to moor the Boat at the Mooring Site for the Mooring Period.

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 through your conduct by remaining at the Mooring Site.

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 a mooring agreement is still required (whether by completion of Agreement Form or your conduct (i.e. remaining at the Mooring Site)

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 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.

P8. 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.

P9. You are responsible for paying Council Tax (if applicable) and all gas, electricity and other services used by you at the Mooring Site.

P10. 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.

P11. 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.

P12. You must not build any structures, either permanent or non-permanent, at the **Mooring Site** and over **the Trust's** water space.

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 **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 **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.

P19 Anti-social behaviour or abuse, verbal or physical shall not be tolerated towards customers, staff or any other individuals. A failure to comply with this **P19** may result in termination of the **Agreement** in accordance **P45** and/or criminal prosecution. We may also report any incidents to the police or other relevant authority.

P20 The **Boat** must comply with the boat safety scheme standards and **you** must provide evidence which confirms compliance for the duration of this **Agreement**.

P21 Diving, bathing or fishing in the waters of the **Mooring Site** is not permitted.

P22 **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 **P33**

P23 **You** must have, and maintain at all times during the **Mooring Period**, and provide evidence (as **we** request) a valid and up-to-date **Boat Licence** and **Boat Safety Certificate** and your **Boat** is capable of navigation on any of **the Trust's** Waterways where it is intended to be used

P24 **You** should behave considerately towards others at the **Mooring Site** (whether towards customers, staff or any other individuals) and in particular **you** must not:

P24.1 do anything which will cause danger or nuisance to any other person or their property;

P24.2 use any electricity generator, including the **Boat's** engine, at the **Mooring Site** between 8pm and 8am unless **you** are moored in isolation, out of earshot of other people. **We** do not intend P24.2 to stop **you** moving the **Boat** from the **Mooring**, and;

P24.3 run the **Boat's** engine in gear when it is moored as this can damage the **Mooring Site** and/or the **Trust's** waterway's walls and cause nuisance to other people.

MAINTENANCE LIMITATIONS

P25. 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 **Mooring 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.

P26. **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.

P27. 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.

FEES AND OTHER CHARGES

P28 **Your** right to use the **Mooring** is subject to payment of the **Mooring Fees**.

P29 If **you** use the **Mooring** before having paid the relevant **Mooring Fees** **you** nevertheless agree to comply with this **Agreement** and failure to pay the **Mooring Fees** due may result in this **Agreement** being terminated in accordance with P44.

P30 If **you** default on **your** direct debit payments, **we** may refuse to grant **you** a direct debit facility in the future.

P31 If for any reason **you** are using the **Mooring Site** without **our** consent **we** will be entitled to remove **your Boat** from the **Mooring Site** at **your** own risk. **We** may recover any costs and expenses **we** incur in removing **your Boat** in accordance with P33, and **you** shall be liable for **Overstay Charges** in accordance with P49 as applicable.

P32 If **you** fail to make any payments which **you** are liable to pay to **us** in accordance with this **Agreement** (including **your Mooring Fees** and any sums **we** may be entitled to recover in accordance with P33) **we** may:

P32.1 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

P32.2 off set the unpaid sums against any sums **we** may owe **you** in connection with the **Mooring** and this **Agreement**; and/or

P32.3 terminate this **Agreement** in accordance with P44-45 and refuse to grant **you** a mooring at any of **our** mooring sites until **you** have paid any sums **you** owe **us**.

P33 If **we** incur any costs, charges and/or expenses or suffer any losses, as a result of **your** failure to comply with 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 **Mooring Site**, or for any breach, failure or any action **we** have to take in order to remedy **your** breach or failure of these terms **we** shall have the right to recover any such reasonable costs, charges and/or expenses from **you** in accordance with this P33 and/or as a debt. Such costs and expenses may include but are not limited to:

P33.1 any costs, charges and/or 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 **Mooring Site**; and/or

P33.2 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

P33.3 any other administrative charges, including costs for **our** time, that **we** may incur; and/or

P33.4 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; and/or

P33.5 any **Overstay Charges**.

OUR RESPONSIBILITIES

P34. **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.

P35. **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.

DISCLOSURE OF INFORMATION

P36. In the event of an incident or alleged incident involving the **Boat** which has resulted in personal injury or damage to property, **we** may provide **your** relevant personal details such as **your** name and address to the other parties insurers, legal advisors or a third party with a legitimate interest.

P37. **You** agree that where **we** believe **you** are failing 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**.

P38. In addition to P36 and P37 above, **we** will use **your** personal information as set out in our Privacy Policy here: <https://canalrivertrust.org.uk/cookie-and-privacy-policy>

LIMITATION OF LIABILITY

P39. Nothing in this **Agreement** excludes or limits **our** liability for death or personal injury arising from **our** negligence, for fraud or fraudulent misrepresentation or for any rights **you** have or may have under sections 49 (service to be performed with reasonable care and skill), 50 (information about trader or service to be binding), 51 and 52 (reasonable price and reasonable time) of the Consumer Rights Act 2015 or any other liability that cannot be excluded or limited under English law.

P40. If **we** fail to comply with these terms and conditions, **we** will be responsible to **you** for loss or damage **you** suffer that is a reasonably foreseeable result of **our** breach of these terms and conditions, but **we** are not responsible for any loss that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of **our** breach or if it was contemplated by **you** and **us** at the time we entered the **Agreement**. **You** agree not to use the **Mooring** for any commercial or business purpose without **our** prior consent, and **we** have no liability to **you** for any loss of profit, loss of business, business interruption or loss of business opportunity.

P41. Subject to **P39**, **our** total aggregate liability to **you** under this **Agreement** including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), negligence (including but not limited to negligence) or breach of statutory duty shall not exceed the **Mooring Fee**.

TERMINATION

P42. Unless **We** renew in accordance with **P50**, this **Agreement** terminates at the end of the period specified in the **Agreement Form**.

P43. **You** may terminate this agreement by giving **us** one month written notice and **you** must remove **your Boat** from the **Mooring** before, or on the date of termination. You can cancel the agreement by giving such notice by either submitting the completed termination form at <https://www.watersidemoorings.com/Account/CancelMooring> or by email: waterside.moorings-enquiries@canalrivertrust.org.uk

P44. **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.

P45. **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.

P46. Before **we** terminate this **Agreement** under **P45** we will write to **you** and explain how we think **you** have broken the terms of this **Agreement**; and:

P46.1 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.

P46.2 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.

P47. Following expiry of the **Mooring Period** or termination of this **Agreement**, **you** shall remove the **Boat** from the **Mooring Site**. Until **your Boat** is removed **we** shall be entitled to charge **you** **Overstay Charges** and this would not affect any other rights or claims we may have against unauthorised use and occupation of the **Mooring Site**. This does not affect any other rights or claims **we** may have against **you**.

P48. If **you** fail to remove the **Boat** from the **Mooring Site** on termination of this **Agreement** we shall be entitled to:

P48.1 Damages equivalent to the **Mooring Fee** which would have been payable by **you** if the **Agreement** had not been terminated;

P48.2 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, and

P48.3 demand payment of the **Overstay Charges** in accordance with **P50** below.

P49 For any period that **your Boat** remains at the **Mooring Site** after the date that the **Mooring Period** has expired without being renewed, or following the date of termination of the **Agreement**, **you** are liable to pay us the **Overstay Charges** that **you** will find:

(a) at <https://www.watersidemoorings.com/News/View/19/mooring-enforcement-measures>

You will be liable to pay **Overstay Charges**, in accordance with this **P49**, up to and including the date upon which **your Boat** is removed from the **Mooring** by **you**, or by us in accordance with **P48.2** above.

AGREEMENT RENEWAL

P50. The **Mooring Period** will renew, unless **we** decide not to renew in accordance with this clause **P50** and clause **P52** or **you** decide not to renew pursuant to clause **P53**. Whether or not **we** renew is entirely at **our** discretion, taking into account any matters **we** consider appropriate which may include operational and/or commercial issues. Normally **we** would renew the **Mooring Period**, but we are unlikely to renew if:

P50.1 **You** owe **us** money in connection with **your** obligations and liabilities under this **Agreement**; or

P50.2 **You** have previously breached any other terms of this **Agreement**; or

P50.3 **Your** boat licence and boat safety certificate have expired, and **you** have not renewed them.

P51. In some circumstances **we** may only agree to renew subject to such additional or varied conditions as **we** see fit.

P52. **We** will notify **you** in writing at least four weeks before the **Mooring Period** is due to expire either:

P52.1 that **we** intend to renew the **Mooring Period** and if applicable notify **you** of any varied conditions or additional conditions of the **Mooring Agreement** that will apply to the renewed **Mooring Period**; or

P52.2 that **we** do not intend to renew **your Mooring Period**.

P53. If **you** do not want **your Mooring Period** to be renewed, **you** must notify **us** in writing at least one month before the expiry of **your current Mooring Period**.

P54. If **you** do not want **your Mooring Period** to be renewed and **you** fail to notify **us** within the notice period specified in **P53** above, or **you** do not notify **us** at all, **we** reserve the right to charge **you** for up to one month's **Mooring Fees** and to recover this charge from **you** as a debt. **Your** failure to pay the charge mentioned in this **P53** could be a reason for **Waterside Mooring** refusing to permit **you** to apply for a mooring at any of our **Mooring Sites** at any time in the future, until the charge is paid.

P55. If **your Mooring Period** renews in accordance with **P50** above, the new **Mooring Period** will start on the day after the expiry of the previous **Mooring Period** and will be for the same duration as **your previous Mooring Period** (or as near as possible to the same duration, calculated in days).

P56. Our standard published **Mooring Fees** and the **Agreement** terms and conditions at the time of renewal will apply to **your** use of the **Mooring** for **your Boat** for the new **Mooring Period**. **You** will be notified of these and any additional conditions that may apply, including any entitlement for prompt payment discount as set out in **P57**.

P57. If **your Mooring Period** is renewed, prompt payment discount may be available and will be set out within your renewal invitation. **You** will only be eligible for prompt payment discount if **you** have opted to pay by 1 direct debit payment, cheque payment or over the phone by one debit card payment. The payment must be received on or before the **Effective Date** of the **Mooring Period**. Prompt payment discount is not applicable when paying by multiple direct debit instalments. Prompt payment discount is not applicable on your first mooring agreement, only upon renewal.

P58. If **your Mooring Period** is not renewed, **you** must remove **your Boat** from the **Mooring Site** and any other property in **your** possession, or **we** may remove them in accordance with **P48** above

GENERAL

P59. This **Agreement** is between **you** and **us**. 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**. If **we** take any legal action to enforce any terms of the **Agreement**, such legal action will be taken in the name of the Canal & River Trust.

P60. 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.

P61. 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.

P62. 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.

P63. This **Agreement** is governed by English law and **you** agree to submit to the exclusive jurisdiction of the English courts.

P64. The headings in this **Agreement** are for convenience only and shall not affect its interpretation.

P65. 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.

P66. **Our** address for contact purposes and sending **us** any notices (and which is also the main office for mooring sales administration) is:

Waterside Mooring, Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire CH65 4FW

Email: waterside.mooring-enquiries@canalrivertrust.org.uk.

Telephone: 0303 040 4040

P67. If **you** use **our** website for any reason, the **Privacy Policy** will apply to use of the website.

RIGHTS TO CANCEL AND EFFECTS OF CANCELLATION

P68. **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 **Effective Date**. After the date that is 14 days from the **Effective Date**, **your** rights to cancel this **Agreement** pursuant to this clause shall expire and P42 – P49 will thereafter govern **your** and **our** rights to terminate this **Agreement** during any **Mooring Period**.

P69. To exercise **your** right to cancel pursuant to this clause, **you** must inform **us** of **your** decision to cancel this **Agreement** by a clear statement (for example, by email, post or letter), using the details specified below. **You** may use the model cancellation form set out in Schedule 1 below but it is not obligatory.

Waterside Mooring, Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire CH65 4FW

Email: waterside.mooring-enquiries@canalrivertrust.org.uk

P70. If **you** cancel this **Agreement** in accordance with P68, **we** will reimburse **you** all payments **we** have received from **you**. **We** will reimburse **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 for the initial transaction, unless **you** have expressly agreed otherwise.

P71. If **you** cancel this **Agreement** in accordance with P69, **you** must remove **your Boat** immediately upon giving notice of cancellation under P69 (or by the end of 14 days from the **Effective Date**). If **you** do not remove **your Boat** by the period in this clause, **your** cancellation will not be valid (through **your** conduct) and the **Agreement** shall continue, **your** rights to cancel this **Agreement** shall expire and P42 – P49 will thereafter govern **your** and **our** rights to terminate this **Agreement** during any **Mooring Period**.

P72. If **you** cancel this **Agreement** in accordance with P69, **we** will record and hold **your** contact details for the purposes of monitoring compliance with this **Agreement**.

Schedule 1 – Model Cancellation Form

Note:

1. Below is a format for the model cancellation form you may use in accordance with **P69** above, to notify us that you wish to cancel the Mooring Agreement.

2. As stated in **P69**, you can only exercise your right of cancellation in accordance with clause **P68** in the 14 day period from the **Effective Date** (being the earlier date that we either receive **your** completed and signed **Agreement Form**, or 21 days from the date set out in the **Agreement Form** if **you** remain at the **Mooring Site**, as relevant), using this model cancellation form set out below or informing **us** by letter or email in any other format

Date:

To:

Waterside Mooring

Canal & River Trust

National Waterways Museum Ellesmere Port

South Pier Road

Ellesmere Port

Cheshire

CH65 4FW

Email: waterside.mooring-enquiries@canalrivertrust.org.uk

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

.

Name:

Address:

Signature: