

DATED

20[]

CANAL & RIVER TRUST (1)

AND

LICENSEES (2)

LICENCE

Canal & River Trust
First Floor North
Station House
500 Elder Gate
Milton Keynes
MK9 1BB

A LICENCE made the _____ day of _____ 20[0]
BETWEEN CANAL & RIVER TRUST of First Floor North, Station House, 500 Elder Gate,
Milton Keynes MK9 1BB (“Canal & River Trust”) (1) and [names and addresses of the
Licensees] hereinafter collectively known as the Licensees.

Definitions

“**the Trust’s Fisheries Representative**” means any of the Trust’s National Fisheries & Angling Manager or other member of the Trusts Fisheries & Angling team;

“**Event**” means the organisation by the Licensees or any third party (who has applied to the Trust for permission) of a competition or any other event involving members of the public along the Permitted Length and for the avoidance of doubt shall include competitions and other events which are organised in partnership with the Trust;

“**the Waterway**” means the waterway or fishery described in Schedule 1;

“**the Fishing Rights**” means the sole right to fish in and at the Permitted Length across the entire width of the waterway and catch and retain freshwater fish and eels in keep nets before returning to the Waterway by means of a rod and line (which for the avoidance of doubt includes pole) only;

“**the Further Conditions**” means those site-specific conditions set out in Schedule 2 or in schedule 4;

“**the Permitted Length**” means that part of the Waterway to which the Fishing Rights apply as identified and more specifically described in Schedule 1;

“**the Permitted Users**” means those persons authorised by the Licensees to exercise the Fishing Rights in accordance with this Licence;

The **Waterway Events Co-ordinator** means those persons authorised by the Trust to manage and administer the Trusts third party events processes;

1. The Grant

- 1.1 The Trust hereby grants to the Licensees [in their respective capacities as the officers of the Club] the Fishing Rights for the benefit of themselves [and all members for the time being of the Club] and any Permitted Users and for those purposes to pass and re-pass on foot only along the towing path of the Waterway.
- 1.2 The grant by the Trust to the Licensee described in Clause 1.1 is subject to these terms and conditions and to the Further Conditions (if applicable) set out in Schedule 2.

2. Derogations

This Licence is subject in all respects to:

- 2.1 The full and free use by the Trust of the Waterway and towing path along the Permitted Length for the carrying on by the Trust of their undertaking including the carrying out of works.
- 2.2 The byelaws of the Environment Agency and of the Trust and to the provisions of the Salmon and Freshwater Fisheries Act 1975.
- 2.3 The KIFR site permit associated with the permitted length and the conditions of any statutory SSSI or SAC designation.

3. Term

This Licence shall remain valid for a period of [] **year(s)** commencing on [**date**] unless determined earlier under Clause 6 below.

4. Obligations of the Licensees

The Licensees hereby jointly and severally agree with the Trust that they will:

- 4.1. Pay to the Trust in advance the annual sums ("the Fee") of:-

1st year: £amount per annum plus Value Added Tax

2nd year: £amount per annum plus Value Added Tax

3rd year: £amount per annum plus Value Added Tax

4th year: £amount per annum plus Value Added Tax

5th year: £amount per annum plus Value Added Tax

the first payment to be made on the **[date]** and thereafter payable **three-monthly/quarterly/half-yearly/annually** in advance.

- 4.2 Pay all rates taxes and assessments duties and outgoings whatsoever which would not have arisen but for this Licence.
- 4.3 Utilise only such means of access to and egress from the Permitted Length along the towing path of the Waterway or other specified route as may be agreed from time to time by the Trust's Fisheries Representative (who will not unreasonably withhold his consent to the use of additional access points proposed by the Licensees) and the Licensees will use their best endeavours to ensure that all gates are closed when not in use for those purposes.
- 4.4 Other than as specified in Schedule 2, not without first obtaining the written consent of the Trust's Fisheries Representative cut down or damage or cause or permit to be cut down or damaged any trees plants bushes or hedges or remove or cause or permit or suffer to be removed any turf soil clay sand or materials from the banks or towing path of the Waterway.
- 4.5 Restrict fishing to the towing path side of the Permitted Length except where specified in the First or Second Schedules of this Licence to the contrary.
- 4.6 Not actively obstruct or impede:
 - 4.6.1 navigation on the Waterway;
 - 4.6.2 the mooring of craft at locations signed by the Trust as being for the purpose of mooring;
 - 4.6.3 the passage of other legitimate users along the towing path on the Permitted Length;

For the avoidance of doubt nothing in this Clause is intended to prevent fishing from signed mooring locations when there is no craft present at the mooring and there is no craft wishing to use a mooring.

4.7 Not interfere or cause or permit any interference with any works of the Trust or with any craft plant or equipment on the Waterway or the towing path.

4.8 By the rules and / or formal constitution of the Licensees or otherwise use their best endeavours at all times to:

4.8.1 ensure that the terms of this Licence and the Trust's 'Share the Space, Drop your Pace: Our Towpath Code' as shown on the Trust's website are drawn to the attention of members of the Club and of Permitted Users;

4.8.2 ensure that members of the Club and Permitted Users exercising the Fishing Rights at all times comply with the Trust's byelaws applicable to the Waterway;

4.8.3 prohibit:-

4.8.3.1 fishing in a lock and within 25 metres of a lock wall approach or moveable bridge used for navigation or as otherwise specified in the First Schedule;

4.8.3.2 fishing within prohibited signed zones adjacent to overhead power lines;

4.8.3.3 trespassing on any property adjoining the Waterway and/or from causing annoyance or inconvenience to the owners or occupiers thereof; and

4.8.3.4 fishing within 25 metres of a water point.

4.9 Provide an adequate service of bailiffs along the whole Permitted Length as defined in the First Schedule. To facilitate this duty the Trust agrees to provide to the Licensee, for use by any such bailiffs, a form of proof of the authority to act as such as delegated to the bailiffs by the Trust.

4.10 Record in writing the details of any occasion where a Member of the Club or Permitted User fails to comply with the provisions of Clause 4.8.3 where due warning has been given.

- 4.11 Not to pollute the Waterway nor to deposit litter or rubbish of any description (including fishing tackle and line) either in the Waterway or on the towing path along any part of the Permitted Length and to make arrangements to collect any angling-related litter and to dispose of it properly in accordance with law.
- 4.12 Not to stock the Permitted Length or any part or parts of the Waterway without the prior written consent of the Trust's Fisheries Representative (such consent not to be unreasonably withheld) which may be subject to any such conditions as the Trust considers appropriate. On obtaining such consent the Licensees shall give the Trust's Fisheries Representative not less than fourteen days written notice of their intention to carry out such stocking and to provide on demand to the Trust's Fisheries Representative copies of certificates from the suppliers of fish obtained for the purposes of stocking or restocking the Permitted Length that such fish are healthy and free from disease:
- 4.13 Supply to the Trust's Fisheries Representative within 7 days of the request specimen copies of authorisations granted to members of the Club and/or Permitted Users and/or the constitution of the Club.
- 4.14 Require members of the Club and Permitted Users to produce for inspection their membership cards or authorisations respectively at the request of any authorised representative of the Trust when exercising the Fishing Rights.
- 4.15 Not assign or part with all or part of the Fishing Rights, including but not limited to sharing of waters with another Club, except with the written consent of the Trust's Fisheries Representative whose consent shall not be unreasonably refused or delayed, particularly where needed to provide for amalgamations and mergers of Clubs. The Trust's Fisheries Representative shall be acting reasonably in refusing consent unless the proposed assignee and Licensee agree to enter into new Licences on similar terms to this Licence.
- 4.16 To comply with all relevant health, safety and environmental legislation, including but not limited to the Salmon and Freshwater Fisheries Act 1975 and the Import of Live Fish Act 1980, the Eels (England and Wales) Regulations 2009, Health and Safety Executive codes of practice and guidance, the Trust's bye-laws and any

Trust policies and procedures that the Trust has notified the Licensee of as being in force at the time of this Licence and which are obtainable from the Trust upon request if available.

4.17 To comply with any reasonable instructions issued to the Licensee by any authorised Trust staff present at the Permitted Length.

4.18 Maintain a Public Liability Insurance Policy or procure by way of an endorsement on an existing Public Liability Insurance Policy a note of the Trust's interests therein such Policy to be in each case on normal terms with a reputable insurance company in the sum of not less than £5 million for any single claim and to produce if so requested by the Trust a copy of such insurance policy and of the latest renewal receipt thereof;

4.19 Where the Licensee is proposing to host an Event then:

4.19.1 if the Event will involve more than 100 participants to seek additional consent from the Waterway Events Co-ordinator not to be unreasonably withheld or delayed to host an Event by providing information relating to the Event (proposed number of competitors, length to be fished, date and times of the Event and a person responsible for the Event and contact details for the responsible person) at least 3 months in advance of the Event taking place. It shall be reasonable for the Trust's Waterway Events Co-ordinator to withhold consent if there are safety concerns for the participants in the Event or if there is a conflict with another nationally significant event;

4.19.2 if the Event will involve 100 or less than 100 participants to notify the Waterway Events Co-ordinator using the Trusts standard fishing events form of its intention to host an Event by providing information relating to the Event (proposed number of competitors, length to be fished, date and times of the Event and a person responsible for the Event and contact details for that responsible person) at least 3 months in advance of the Event taking place.

4.19.3 the Licensee will consider the impact of the Event on other users of the towpath and waterway in deciding when an Event should be held and in planning and managing the Event.

- 4.19.4 the Licensee will notify the Fisheries Representative of the results of any fishing matches as soon as reasonably practicable to enable prompt publication in the Trusts angling match results column.
- 4.20 On presentation of evidence as to identity, permit the officers and other employees and pensioners of the Trust (as individuals in each case) to fish free of charge in and from the Permitted Length. The Trust retains the right to close part of the Permitted Length on one day per year, which shall not be a day on which the Club has already notified the Trust of an Event, for the purposes of hosting the Trust's staff angling championships or other staff angling event.
- 4.21 Where the club have installed fishing platforms and walkways by agreement with the Trust the club will lead on ongoing maintenance of these structures to ensure they are kept in good repair by:
- 4.21.1 inspecting the platforms and walkways at least quarterly in order to identify what maintenance is required and keeping a written record of inspection to be made available to the Trust on request;
 - 4.21.2 carrying out any maintenance identified under Clause 4.21.1 as being required in accordance with plans approved in advance by the Trust.
- 4.22 Where the Trust has installed fishing platforms or walkways and it has been agreed that day to day maintenance will be the responsibility of the club they will:
- 4.22.1 Inspect the platforms and walkways at least quarterly and undertake any minor maintenance work such as replacement of broken timbers that can be undertaken using standard hand tools;
 - 4.22.2 report larger defects to the Fisheries representative and erect temporary signage warning of the potential risk of danger.
- 4.23 Not to install new fishing platforms or permanent pegs without submitting the designs to the Trust's Fisheries Representative for approval and complying with the Trust's Code of Practice for Works Affecting Canal & River Trust including obtaining the prior written consent of the Trust's Engineer.

- 4.24 To permit fishing from moored boats including moored kayaks provided that any person fishing from a boat has paid any fees to the Club that it would usually charge to Permitted Users fishing from the bank.
- 4.25 To report to the Fisheries Representative any observation of fish in distress, unauthorised fishing methods, signs of pollution low water levels and any damage to overhead power signage as soon as reasonably practicable. Any observations of fish in distress should also be reported to the Trust's 24-hour line 0800 47 999 47 and to the Environment Agency on 0800 80 70 60.
- 4.26 Not to make use of any kind of nets, electrofishing equipment, traps and/or any other method of fishing other than that expressly permitted by Clause 1.1 and not to permanently remove any fish unless returning them to the waterway would be in breach of law.
- 4.27 To undertake a risk assessment or risk assessments which shall consider all activities to be undertaken pursuant to this Licence, including but not limited to bailiffing, events, competitions, carrying out of maintenance works, prior to exercising the rights set out in this licence, to comply with any mitigation measures identified in the risk assessment and to provide copies of the risk assessment(s) to the Trust on request.
- 4.28 Not to install permanent fishing peg numbers or permanent or temporary signage without the prior written consent of the Trust's Fisheries Representative.
- 4.29 To notify the Trust's Fisheries Representative within seven days of any change of any officer or contact details of the Club.
- 4.30 Not to undertake any coaching sessions or similar engagement activities with any child, young person or vulnerable adult or permit any person to do the same without ensuring that the appropriate safeguarding measures as would be practiced by qualified and licensed level two angling coaches are in place.
- 4.31 The Licensee acknowledges that the fish in the Permitted Length (except where the fishing rights are riverine and the river close season applies) are the property of the Trust.

- 4.32 At the request of the Trust's Fisheries Representative to investigate any complaint which is received by the Trust regarding the activity of the Licensee, member of the Club and/or a Permitted User and to report its findings to the Trust's Fisheries Representative.
- 4.33 To provide to the Trust contact details to include at least one of a website address, telephone number or e-mail address which can be included on the Trust's website and promotional materials to enable those wishing to become members of the Club or Permitted Users to contact the Licensee.

5. Obligations of the Trust

- 5.1 Subject to any of their overriding statutory duties and obligations the Trust will use its reasonable endeavours to:
- 5.1.1 maintain water supplies to the Permitted Length and to safeguard the quality of the water therein to such extent as may be necessary or desirable to maintain a healthy fishery
 - 5.1.2 maintain the banks of the Waterway and the towing paths along the Permitted Length as necessary to safeguard the exercise of the Fishing Rights;
 - 5.1.3 ensure that the Trust's byelaws are observed and performed by other legitimate users of the Permitted Length and towing paths.
 - 5.1.4 consult with and give reasonable prior notice of any planned works that will have an impact on the fishery, fish habitat or the exercise of the rights granted under this Licence.
- 5.2 Provide erect and maintain notice boards warning of the presence of overhead electric power lines and inspect periodically.
- 5.3. Except in an emergency give the Licensees prior written notice (by means of a stoppage notice or other communication as appropriate) of any significant alteration in the level of water in the Permitted Length and undertake a fish rescue if necessary in the opinion of the Trust's Fisheries Representative.

- 5.3.1 Where a fish rescue is to be undertaken and it is safe to do so invite the licensees to witness the operation.
- 5.4 Not de-stock the Permitted Length without giving the Licensees no less than 7 days' written notice (except in the case of an emergency) of their intention to do so.
- 5.5 Not without giving the Licensees reasonable prior notice in writing (normally at least 6 months but no less than 3 months) of their intention to so permit any conflicting revenue earning use of the Permitted Length or of the towing path on the Permitted Length by third parties for any purpose which would derogate from this Licence apart from those which fulfil the statutory duties of the Trust any such notice being deemed to be reasonable if it affords reasonable time for the Licensees to vary any pre-existing commitment for the use of the Permitted Length.
- 5.6 Not to create new moorings (temporary, permanent or winter) without first consulting with the Licensee for a period of three months and if at the end of the consultation the Trust decides to proceed with the creation of new moorings then Clause 6.1.5 shall apply or at the request of the Licensees the Trust shall offer a reduction in the annual sums paid under Clause 4.1 which reflects any impact on fishing of the Permitted Length and the Trust shall have absolute discretion to determine the amount of any reduction in the annual sums to be paid.
- 5.7 To use reasonable endeavours to inform the Licensee in advance of any fisheries management activity to be carried out by the Trust, the Environment Agency or other third parties authorised by the Trust and to invite the licensees to attend the operation where safe to do so.
- 5.8 On request, to provide guidance pertaining to management of predation and non-native species through the Trust's Fisheries Representative.
- 5.9 Maintain a fishing section on the Trust's website including the listing the relevant contact details of the Licensee to enable members of the public who may wish to become members of the Club or Permitted Users to access information about the Licensee and/or the Club.

- 5.10 Use reasonable endeavours to inform the Licensee of any towpath adoption schemes and of any volunteer activities affecting the Permitted Length.
- 5.11 To consult with the Licensees regarding any proposed third party event taking place on the Permitted Length and to take into account any comments which the Licensee provides in return before giving permission for the event to take place.
- 5.12 in consultation with angling customer clubs produce and periodically review a waterway fisheries and angling action plan.
- 5.13 To provide a list of relevant initial points of contact within the Trust as set out in the third schedule to the agreement.
- 5.14 To provide guidance regarding the procurement and installation of permanent and temporary angling club signage and options for permanent pegs.
- 5.15 To provide on request to the licensees copies of Trust held KIFR site permits and CEFAS registration details.
- 5.16 When reports of the presence of non native fish species are received to undertake a basic fish population survey to assess the status of the fish community and to use reasonable endeavours to prevent the establishment and spread of new breeding populations of any such non native fish species.

6. Determination

6.1 It is hereby agreed between the Trust and the Licensees as follows:

- 6.1.1 if the annual Fee or any instalment thereof is in arrears and unpaid for twenty-eight days after the date on which it became due (whether legally demanded or not) or if there is any other substantial breach of any of the agreements and conditions on the part of the Licensees herein contained the Trust may give the Licensees written notice requiring the payment of the arrears or the remedying of such other substantial breach (as the case may be) within a period of twenty-eight days and if the Licensees fail to comply with any such notice the Trust may forthwith determine this License

by giving the Licensees not less than twenty-eight days written notice to that effect but without prejudice to the rights of the Trust or of the Licensees for antecedent breach;

6.1.2 if one party ("the Guilty Party") is in substantial breach of any of their obligations under this Licence the other party ("the Innocent Party") may give the Guilty Party written notice requiring them to remedy such breach within a period of twenty-eight days (or such longer period as may be reasonable) and if Guilty Party fails to do so the Innocent Party may forthwith determine this Licence but without prejudice to their rights for any antecedent breach of the obligations herein contained;

6.1.3 if, in the opinion and at the sole discretion of any duly authorised officer of the Trust, it shall be necessary for any of the purposes of the Trust's statutory undertaking to determine this Licence, the Trust may do so upon giving the Licensees reasonable prior notice in writing (normally at least six months but no less than three months) to expire at any time;

6.1.4 if the Club ceases to exist for an on-going period of at least 3 months, the Trust shall have the right to determine this Licence on written notice to the Licensees;

6.1.5 if owing to the pollution of the Permitted Length, caused otherwise than by the act or neglect of the Licensees, the Licensees are unable to exercise the Fishing Rights, they shall be entitled to determine this Licence by giving to the Trust 28 days' notice in writing;

6.1.6 if it shall not be reasonably practicable for the Club to exercise the Fishing Rights on the Permitted Length or a substantial section of it for any continuous period of thirty days wholly outside the close season (where applicable) as a consequence of the Trust's creating new moorings on any part of the towing path side of the Permitted Length or because of any work which the Trust requires to be carried out for the purposes of their undertaking or for any third party the Licensees shall be entitled to determine this Licence on one month's written notice to the Trust.

6.2 In the event that the Trust serves a notice on the Licensees under Clause 5.5, 6.1.2 and/or 6.1.3 or the Licensees determine this Licence in accordance with Clauses 6.1.4 and/or 6.1.5, the Trust shall reimburse the Licensees pro rata for such portion of the Term remaining.

7. Reinstatement

7.1 If the Permitted Length or any part or parts thereof shall at any time after the determination of this Licence by the Licensees pursuant to Clause 6.1.4 or 6.1.5 become available for fishing within a period of three months thereafter and the Trust's Fisheries Representative certifies that the quantity and quality of the water therein are both adequate to support a healthy fishery and that the banks and towing paths are in reasonable repair and sufficient for the purpose for which they were intended the Trust agrees to:

7.1.1 give the Licensees two month's written notice of his intention (if any) to recommence the permission of fishing in and from the Permitted Length; and

7.1.2 requiring the Licensees to serve a counter-notice on the Trust within the two month period referred to in clause 7.1.1 stating the desire or not of the Licensees to enter into a further Licence with the Trust on the same terms as this Licence in respect of the Permitted Length or such shorter part of it as may be agreed with the Trust's Fisheries Representative or as the Licensees may specify in such counter-notice.

7.2 If on the determination of this Licence for any reason other than breach of this Licence by the Licensees, the Trust decides to grant a new licence of like character to other angling bodies then before considering any offer from any such angling bodies the Trust shall specify the terms for a new licence to the Licensees who shall indicate in writing within one month of the date of service of the said notice whether they accept the terms for the proposed new Licence. If the Licensees' response is not received within that time or is not satisfactory to them the Trust shall be free to accept any other offer to take such licence.

8. General

- 8.1 The Licensee accepts that in granting this Licence the Trust makes no representation nor does it give any warranty as to the condition (including but not limited to water quality and levels and health of fish stocks) of the Waterway or of the Permitted Length or of its banks or towing paths beyond its statutory duties (subject to the conditions set out in clause 5); and
- 8.2 Any notice in writing (other than a notice given for the purposes of Clause 5.3. hereto) which under the terms of this Licence is to be given either to the Trust or to the Trust's Fisheries Representative shall be deemed effectively served if addressed to the Trust's Fisheries Representative and sent to him by recorded delivery post to: Canal & River Trust, First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB or such other person and address as the Trust shall from time to time appoint for that purpose. Any notice in writing which is to be given by the Trust to the Licensees shall be sufficient if under the hand of the Trust's Fisheries Representative and shall be deemed effectively served if sent by recorded delivery post to his/her/their last known address.
9. The cost of preparing and completing this Licence and a counterpart thereof shall be paid by the Licensees.
10. The headings used in this Licence are for convenience only and no interpretation shall be based in whole or in part on the meaning of any headings used in this Licence.
11. This Licence shall be construed according to the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.
12. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
13. Local arrangements agreed between the Trust and the Licensees are set out in Schedule 2 and form part of this Licence (the "Local Arrangements"). In the event of a conflict between the Local Arrangements and other terms of this Licence, the Local Arrangements will prevail.

Signed by the said **John W Ellis**

.....

in the presence of:-

Name:

Address:.....

.....

.....

For and on behalf of Canal & River Trust

Signed by the said

.....

(Chairman)

.....

(Secretary)

in the presence of:-

Name:

Address:.....

.....

.....

For and on behalf of [company name].

THE FIRST SCHEDULE

Details of the Permitted Length

Name of Waterway:

From:

To:

Section of the permitted length excluded from the agreement

Section of offside bank which can be fished under the terms of this agreement:

DRAFT

THE SECOND SCHEDULE: FURTHER CONDITIONS

Canal & River Trust would retain the right to honour any existing Waterway Wanderers permits and match bookings issued prior to the commencement of this agreement.

DRAFT

THE THIRD SCHEDULE

DRAFT

THE FOURTH SCHEDULE

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