



## **PRE-BOOKED MOORINGS T&C**

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A quick plain English guide to what the Pre-Booked Moorings Terms & Conditions mean

Definitions – Sometimes words can be interpreted to mean different things. This section sets out specifically what these words mean in the context of the pre-booked moorings terms and conditions.

Section 1 – This explains how bookings for pre-booked moorings can be made. Customers can do these themselves online.

Section 1.2 explains what you will receive when your booking is confirmed.

Section 1.3 explain that customers who don't have web access can call the Trust's Customer Service phone number where they can assist with making pre-booked mooring bookings.

Section 1.4 sets out the time period that pre-booked moorings can be booked for. Pre-booked moorings can be booked for any period between 1 and 7 days. The maximum number of days any customer can be booked in a single visit is 7 days. There must be one clear day before any other booking. Customers can only book pre-booked moorings for a combined total of up to 14 days in any single month.

Section 1.5 sets out the time you can arrive at the pre-booked mooring at the start of your stay.

Section 1.6 sets out the time you must leave the pre-booked mooring at the end of your stay.

Section 2 – This explains about your rights to cancel or change a pre-booked mooring booking.

Section 2.1 explains that your booking for a pre-booked mooring would either be made more than 14 days or less than 14 days before the start of the booking. This is relevant as it relates to any refunds we may owe you (set out in 2.6 and 2.7) if you cancel or change the booking.

Section 2.2 explains that we can remove boats that have moored without permission and/or apply an unpermitted use charge.

Section 2.3 explains that you have a right to cancel a pre-booked mooring booking

Section 2.4 (i) explains that you can change or cancel a pre-booked mooring booking yourself if there are 14 days or more before the start of your booking. The section also indicates that if you

prefer you can notify us by email or post using the model cancellation form which is included in Schedule 1 of the Agreement.

Section 2.4 (ii) explains that if there are less than 14 days before the start of your pre-booked mooring booking you can change or cancel this but you must phone the customer service team. The section also indicates that if you prefer you can notify us by email or post using the model cancellation form which is included in Schedule 1 of the Agreement.

Section 2.5 explains that cancellations made before the pre-booked mooring period begins will be refunded within 14 days of the cancellation.

Section 2.6 explains that if a cancellation is made after the pre-booked mooring period has begun, then refunds will only be made for any unused days after the cancellation date (explained in more detail in section 10.3).

Section 3 – This explains how we will deal with unauthorised boats moored on pre-booked moorings.

Section 3.1 explains that boats cannot be moved onto the pre-booked mooring before 13.00 on the day a booking starts.

Section 3.2 explains that boats must move by 12 noon at the end of the pre-booked booking.

Section 3.3 explains that if boats are moored before or after the end of a pre-booked booking period we may move the boats from the mooring and/or apply an unpermitted use charge.

Section 4 – This explains about making changes from a booking at one pre-booked mooring site to another pre-booked mooring site

Section 4.1 Requests can be made to change a booking from one pre-booked mooring site to another, but this is at the discretion of the Trust (alternatively customers can cancel a booking as explained in section 2 and make a new booking as set).

Section 4.2 explains about refunds or additional charges that may apply if a booking is changed.

Section 4.3 explains how any agreed changes to a pre-booked mooring booking will be confirmed

Section 5 – This explains the terms that the customer agrees to when making a pre-booked mooring booking.

Section 5.1 explains that pre-booked moorings are for temporary mooring of a boat only.

Section 5.2 explains that the pre-booked mooring does not give you any ownership over the mooring and that the mooring remains the property of the Canal & River Trust.

Section 5.3 explains that the pre-booked mooring does not replace the boat license

Section 5.4 explains that the pre-booked mooring booking is for the person who makes the booking and their boat. It cannot be used by someone else.

Section 5.5 explains that you cannot trade at a pre-booked visitor mooring site

Section 6 – explains about fees and charges related to pre-booked moorings.

Section 6.1 explains that there is a fee to pay to use a pre-booked visitor mooring

Section 6.2 explains that an unpermitted use charge can be applied for use of a pre-booked visitor mooring without having paid the fee.

Section 6.3 explains that the no refund would be payable if the Trust terminated the pre-booking due to any of the reasons explained in section 10.4.

Section 6.4 explains that the Trust would seek to recover any payments due for pre-booked mooring bookings or unpermitted use charges.

Section 6.5 explains that the Trust would seek to recover any costs, losses or expenses due to a breach of the pre-booked mooring terms and conditions.

Section 6.6 explains about unpermitted use charge that can be applied to boats moored on pre-booked visitor moorings without permission.

Section 7 – This explains your obligations (what you can or can't do) when moored at a pre-booked visitor mooring.

Section 7.1 explains that tenders may be moored alongside boats provided they are within the length of the pre-booked mooring and that they are clearly signed as to which boat they belong.

Section 7.2 explains that your boat must have a valid license during the period of your pre-booked mooring.

Section 7.3 explains that you must comply with any site rules that will be provided to you.

Section 7.4 explains that you must comply with any special conditions for a pre-booked mooring site and that we will give you reasonable advanced notice of these.

Section 7.5 explains that even when using a pre-booked visitor mooring you are still responsible for paying any council tax or utility bills associated with your boat.

Section 7.6 explains that we are not required to provide any services at a pre-booked visitor mooring. If services are provided these we will notify you of these and display notice of these on site notices.

Section 7.7 explains that boaters must comply with any laws or byelaws when at a pre-booked visitor mooring.

Section 7.8 explains that boaters may not put any sign or advertisement on Trust Property or their boat when moored at a pre-booked visitor mooring without our permission.

Section 7.9 explains that the person who has made the booking is responsible for ensuring that they and anyone else on their boat at a pre-booked visitor mooring complies with the terms and conditions.

Section 7.10 explains that boaters should inform us of any defects they identify at the pre-booked visitor mooring.

Section 7.11 explains that boaters must leave the pre-booked mooring clean and tidy at the end of your booking.

Section 7.12 explains that boaters must ensure their boat is self-sufficient with water and waste storage facilities for the period of their pre-booked mooring.

Section 7.13 explains that boaters must keep their boat and the area around clean and tidy, and their boat in reasonable repair for the period of their pre-booked mooring.

Section 7.14 explains that your boat must be insured during the period of your pre-booked mooring period.

Section 7.15 explains that the person who makes the booking is only permitted to moor their boat at the pre-booked visitor mooring, and may not allow another boat to use the booking.

Section 8 – This section explains about the health, safety and the environment requirements when moored at a pre-booked visitor mooring.

Section 8.1 explains that boats must be moored safely

Section 8.2 explains that the Trust may enter a boat if we feel it is not meeting the safety and environmental requirements of the agreement.

Section 8.3 explains that boaters must report to the Trust any accidents involving injury and/or damage to the Trust's property and/or any safety risks you identify at a pre-booked visitor mooring.

Section 8.4 explains that boaters must not do anything at a pre-booked visitor mooring that poses a risk to safety or the environment.

Section 8.5 explains that burning fires, barbeques and fireworks are not permitted at pre-booked visitor moorings.

Section 8.6 explains that only smokeless fuels can be used at pre-booked visitor moorings.

Section 8.7 explains how boaters must dispose of your refuse at a pre-booked visitor mooring

Section 8.8 explains that no parking is provided at pre-booked visitor moorings

Section 8.9 explains that the Trust has no obligation to recover or preserve a boat damaged at a pre-booked visitor mooring due to consequences of an accident or incident for which we are not responsible.

Section 8.10 explains that boaters are not permitted to carry out works on your boat while moored at a short-stay visitor mooring without our written permission.

Section 8.11 explains that all boats must comply with the Boat Safety Scheme requirements while moored at a pre-booked visitor mooring.

Section 8.12 explains that if electricity is provided at a pre-booked visitor mooring (as explained in section 7.6) this must not be tampered with.

Section 8.13 explains that diving, bathing or fishing are not permitted at pre-booked visitor moorings.

Section 8.14 explains that only domestic pets are permitted at pre-booked visitor moorings, and that the boater is responsible for clearing up any mess from their pets.

Section 8.15 explains that boaters must inform us of any pollution they identify that is a risk to them or others while they are at a pre-booked visitor mooring.

Section 8.16 explains about how we ask boaters to consider the needs of anglers using the towpath by leaving space between boats and if angling matches are taking place how we will notify you of these (matches do not generally take place at pre-booked visitor moorings).

Section 9 – This explains about the Trusts rights to access pre-booked visitor moorings and boats moored there.

Section 9.1 explains that if we need to access a boat or tender at a pre-booked visitor mooring we will take care when doing so.

Section 9.2 explains that we will not be responsible for loss or damage to boats moored at pre-booked visitor moorings caused by circumstances beyond our control.

Section 9.3 explains that the Trust may go onto boats and pre-booked moorings to carry out our legal rights.

Section 9.4 explains that if necessary we may go onto pre-booked visitor moorings to inspect defects. We will give notice to boaters, usually 14 days, unless it is an emergency.

Section 9.5 explains that we may move boats moored at pre-booked visitor moorings to inspect defects at the pre-booked mooring (as set out in section 9.4).

Section 9.6 explains that the Trust is not required to provide electricity at pre-booked visitor moorings. If services are provided these we will notify you of these and display notice of these on site notices.

Section 10 – This explains if and how the agreement would be terminated.

Section 10.1 explains actions by the boater that would result in the termination of the agreement.

Section 10.2 explains what refunds or charges would apply if the agreement was cancelled/terminated before the start of the pre-booked mooring booking.

Section 10.3 explains what partial refunds that would apply if the agreement is terminated part way through a pre-booked mooring booking.

Section 10.4 explains circumstances in which the Trust would terminate the agreement.

Section 10.5 explains that if the agreement is terminated after the start of the pre-booked mooring booking then the boater must move their boat from the mooring.

Section 10.6 explains that if the agreement is terminated after the start of the pre-booked mooring booking and the boater has not moved their boat the Trust may move the boat from the pre-booked mooring.

Section 11 – This Section explains about when and who we will share your information with

Section 11.1 and 11.2 explains who we may share your personal information with and the circumstances in which we would share that information. By signing up to the agreement you agree to this.

Section 12 – This section is about general information about the agreement

Section 12.1 explains that the agreement is between the boater who books the pre-booked mooring and the Trust only.

Section 12.2 explains that if any individual section of the agreement turns out to be invalid, the remainder of the agreement remains valid.

Section 12.3 explains that if for any reason the Trust does not actively enforce any part of the agreement, that does not mean that that part of agreement has been waived.

Section 12.4 explains that the Trust can use other ways in addition to those set out in this agreement to manage pre-booked visitor moorings.

Section 12.5 explains the agreement is governed by English Law and the English Courts.

Section 12.6 explains that the headings in the agreement are simply to help separate the sections and these are not the agreement in themselves.

Section 12.7 explains that some sections of the agreement may remain in force after the end of the pre-booked visitor mooring period has ended.

Section 12.8 is the email and address for contacting the Trust.

Section 12.9 explains the way that complaints can be made to the Trust.