

**DATED**

**201?**

**CANAL & RIVER TRUST  
acting as trustee of the  
Waterways Infrastructure Trust**

- and -

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**NETWORK ACCESS AGREEMENT**  
**for Marinas and Offline Moorings**

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**LEGAL DEPARTMENT  
CANAL & RIVER TRUST  
FIRST FLOOR NORTH  
STATION HOUSE  
500 ELDER GATE  
MILTON KEYNES  
MK9 1BB  
(Ref: NMU)**

(22 November 2012)

T H I S A G R E E M E N T is made the                      day of                      Two Thousand and ?  
B E T W E E N the CANAL & RIVER TRUST acting as trustee of the Waterways Infrastructure Trust ("CRT") of First Floor North Station House 500 Elder Gate Milton Keynes MK9 1BB of the first part and [                      ] of                      (                      )  
"the Applicant") of the other part.

INTERPRETATION

In this Agreement where the context so admits the words in column 1 have the meanings given in column 2.

<u>Column 1</u>	<u>Column 2</u>
1. The Basin	the basin known as [                      ] [to be] constructed near [                      ] shown edged blue on the Plan and includes the Connection
2. Boat Licence	a 'relevant consent' as defined by section 17(1) of the British Waterways Act 1995 sufficient to enable a boat to be used or kept on the Waterway
3. The Commencement Date	the [                      200?]
4. The Connection	the navigational link between the Waterway and the Basin [at the point marked 'A'] [between the points marked 'A' and 'B'] on the Plan
5. The Engineer	a relevant CRT Engineer

6. Gross Mooring Capacity the gross mooring capacity of the Marina calculated in accordance with the Code of Practice for Determining Gross Mooring Capacity issued from time to time by CRT and which is agreed by CRT and the Applicant as at the date of this Agreement as being XXXX metres or such other length as may be agreed in writing by CRT and the Applicant or otherwise determined from time to time in accordance with the terms and provisions of this Agreement
7. Gross Mooring Capacity  
Review Date every fifth anniversary of the Commencement Date
8. Gross Mooring Capacity  
Review Period references to “a Review Period” are references to the period beginning on any Review Date and ending on the day before the next Review Date
9. The Marina the Basin and land used and occupied with it as shown edged red on the Plan and also required by CRT for the purposes of access to exercise the rights and powers granted by this Agreement
10. The Moorer the person or persons whose boat is authorised by the Applicant to use the Moorings
11. The Moorings the moorings at the Marina which at the date of this Agreement comprise of XXX berths

12. The Plan the site layout plan attached to this Agreement
13. The Published Annual Charge the standard charge of the Applicant to customers for the moorings under an agreement for which the Moorer is not required to avail himself of any other service or facility from the Applicant whether or not the Moorer is required to pay for it.
14. The Waterway the [ ] Canal [Navigation]
15. The Works the works shown on the 'as built' plans and drawings which have been provided by the Applicant and accepted by CRT and which includes the Basin and the Connection

## BACKGROUND

- (1) Under section 43 of the Transport Act 1962 CRT has power to demand take waive and recover such charges for its services and facilities and to make use of those services and facilities subject to such terms and conditions as CRT shall think fit
- (2) The services and facilities owned operated and maintained by CRT for the purposes of impoundment and supply of water to the Waterway also enable the impoundment supply and re-supply of water in the Basin and Connection sufficient to enable mooring and navigation in them
- (3) Under the provisions of the British Transport Commission Act 1959 section 26 CRT may require that canal basins are kept watertight

- (4) The Applicant wishes to construct a basin on the site of the Marina and that there be a navigable connection between the Basin and the Waterway
- (5) CRT is the navigation authority for the Waterway and owns the land shown edged green on the Plan

IT IS AGREED THAT:-

1. IN consideration of the payments made by the Applicant to CRT and of the agreements on the part of the Applicant and conditions contained in this Agreement CRT (subject to the terms and conditions contained in this Agreement):

1.1 AGREES to impound supply and re-supply water to the Basin and the Connection sufficient to enable mooring and navigation in them; and

1.2 GRANTS the right (so far as it can and lawfully may) to the Applicant to construct retain maintain and use the Connection;

1.3 AGREES that the term of this Agreement is for 150 years beginning on the Commencement Date subject to the provisions for determination contained in this Agreement

NO WARRANTY

2. NO warranty is given by CRT as to the:

2.1 quality of water in the Waterway; or

2.2 quantity of water in the Waterway where any diversion diminution interference loss or cutting off of supply is occasioned by required maintenance or for reasons beyond CRT's control when taking into account the age and nature of

the Waterway and that such waterways are subject to occasional failure due to their age and nature of their original construction

### PAYMENT

3. THERE shall be paid by the Applicant to CRT a yearly sum and additional payments (if any) calculated in accordance with clause 4 of this Agreement

4. THE Applicant AGREES with CRT:-

4.1 To pay to CRT the yearly sum payable in accordance with clause 4.3 by four equal quarterly instalments in advance in each year (a proportionate sum being payable for any broken period) with the first payment being made on the Commencement Date and subsequent instalments to be paid every three calendar months thereafter (or the day next occurring if such date does not exist in a month in which such payment is to be made) and if the amount of the yearly sum has not been ascertained at the time when payment is due to pay at the rate for the preceding year of the Agreement and to pay the balance when ascertained

4.2 To pay any Value Added Tax chargeable on the yearly sums payable to CRT and amounts otherwise payable to CRT

4.3.1 A commencing yearly sum (exclusive of Value Added Tax) payable under this Agreement until the first anniversary of the Commencement Date shall be nil

4.3.2 The yearly sum (exclusive of Value Added Tax) payable under this Agreement from the first anniversary of the Commencement Date until the second anniversary of the Commencement Date shall be £[ ] ([ ] pounds)

4.3.3 Starting with the second anniversary of the Commencement Date the yearly sum (exclusive of Value Added Tax) payable under this Agreement from each

anniversary of the Commencement Date until the next following anniversary of the Commencement Date shall be:

4.3.3.1 9% of the Gross Mooring Capacity multiplied by the Published Annual Charge per metre of the Applicant for the calendar year for which the calculation is being made for mooring at the Moorings

4.3.3.2 The Applicant shall give written notice to CRT of the existing Published Annual Charge within 14 days of the Commencement Date and within 14 days of any variations to it occurring

4.3.3.3 If there are different annual mooring charge rates for different parts of the Moorings then for the purposes of the calculation under paragraph 4.3.3.1 above the sum for each part shall be calculated on the basis of the length and Published Annual Charge for that part and the total for all the parts then ascertained before the amount representing the percentage specified in paragraph 4.3.3.1 is calculated.

4.4 To pay to CRT interest on any arrears of the yearly sum or any other sum due to CRT under this Agreement for the period from the day it falls due until that of payment at a rate equal to three per centum over Bank of England base rate (REPO Rate) for the time being in force

4.5 To pay or repay to CRT all existing and future rates taxes charges duties impositions assessments and outgoings whatsoever for the time being payable by CRT or the Applicant in respect of or charged or imposed upon the Basin or for the rights granted in this Agreement

4.6 To pay to CRT on demand the reasonable costs and expenses of CRT in obtaining and having continued in force any necessary licence relating to the

- 4.7 From the Commencement Date on demand to pay to CRT its reasonable surveyors and estate management costs and expenses and the reasonable standard costs and expenses of CRT including fees of the Engineer as certified by the Engineer in connection with any perusal of plans drawings and specifications submitted by or on behalf of the Applicant and supervision given by him as provided for in this Agreement or with the carrying out of any of the provisions of this Agreement

AGREEMENTS BY THE APPLICANT FOR CONSTRUCTION WORKS

5. THE Applicant further agrees:-

- 5.1 To ensure that the Basin is constructed in accordance with plans details specifications and a programme and method of works to be submitted to and approved by the Engineer (such approval not to be unreasonably withheld) and to his reasonable satisfaction in all respects
- 5.2 To obtain at its own expense all Town and Country Planning and other consents [(including but not by way of limitation any certificates or consents or approvals required under the provisions of the Reservoirs Act 1975)] required for the works permitted or required to be carried out under this Agreement to comply with the conditions of any such consents and upon obtaining any such consent or refusal of such consent forthwith to supply a copy of the notification with details to CRT
- 5.3 To make all necessary arrangements with and satisfy all claims by the owners or occupiers of adjoining lands and any other persons who may be affected by any works of construction repair reconstruction inspection or stopping up of the Basin and any other works by or for the Applicant under this Agreement or the licence granted by it and fully and effectually indemnify CRT from and



against any such claims by such persons

- 5.4 From the Commencement Date to ensure that the provisions of CRT's Code of Practice for Works affecting Canal & River Trust (as amended or replaced from time to time) are complied with in respect of the Works and any other work proposed or carried out by or for the Applicant under this Agreement
- 5.5 From the Commencement Date to give twenty-eight days' notice (except in the case of an emergency when such notice as is practicable shall be given) to the Engineer and obtain CRT's consent before carrying out any major works relating to the Works or any works which will or may affect the Waterway and reimburse CRT the cost as certified by CRT of all notices issued by CRT including notices in newspapers or periodicals or other publications relating to the Works
- 5.6 At all times during the construction of the Connection or other works referred to or mentioned in this Agreement or connected with such works to keep to the reasonable satisfaction of the Engineer all such works and the property of CRT affected by the same properly and adequately supervised and lighted and provide all requisite warning notices and signals
- 5.7 Except as may be agreed to by the Engineer in approving any works by the Applicant (whether expressly or by necessary implication) not to do or permit to be done during any construction alteration use maintenance repair or removal of the Works or at any time anything which may cause:
- (a) any interference with navigation upon or endangerment to the use of the Waterway or
  - (b) any obstruction or delay to traffic on the Waterway or
  - (c) any obstruction to the flow of or loss or pollution of the water in the Waterway (except for the natural movement between the Waterway

and the Basin subject to the provisions of this Agreement) or

(d) any injury or damage to any other property of CRT

5.8 Not to create a permanent navigable hydraulic link between the Waterway and the Basin until the bed and banks of the Basin have been rendered watertight to the satisfaction of CRT's Engineer and thereafter to keep such bed and banks watertight to his satisfaction

5.9 Permit or procure permission for the Engineer to enter on to the Marina and to inspect any works being carried out on it and the Basin and to carry out on the Applicant's land from time to time hydraulic tests relating to the Basin and if those tests indicate (in the reasonable opinion of CRT) that the Applicant is in breach of the terms or conditions of this Agreement then (and in addition to any other rights or powers that CRT may have under this Agreement) the Applicant shall repay to CRT on demand all costs that CRT incurred in connection with the hydraulic test or tests but in any other case the costs of such test or tests shall be borne by CRT

5.10 At its own expense under the supervision and to the satisfaction of the Engineer from time to time as often as occasion shall require make good any damage to the Waterway and other works and property of CRT caused by the construction maintenance user repair alteration removal or otherwise attributable to the existence of the Basin

#### AGREEMENTS BY THE APPLICANT FOR THE OPERATION AND USE OF THE WORKS

6. IT is further agreed by the Applicant with CRT that it will:-

6.1 Not allow:

6.1.1 any boat to moor in the Basin or at the Moorings which does not have

a Boat Licence

- 6.1.2 any boat to project into the Waterway
- 6.1.3 the Gross Mooring Capacity to alter without the prior written consent of CRT (such consent not to be unreasonably withheld)
- 6.1.4 any boat to be moored along the canalside frontage of the Marina without the prior written consent of CRT
- 6.2 Be responsible for keeping the Basin and the Connection and such part of the adjacent section of the Waterway as is used when entering the Basin from the central channel of the Waterway properly dredged to a standard sufficient for their intended uses carrying out any work required at a time and in a manner previously approved in writing by the Engineer
- 6.3.1 Prior to the construction of the Works agree with CRT's Engineer (such agreement not to be unreasonably withheld) such apparatus and the method and means for its use suitable for the purpose of sealing off the Basin and/or the Connection from the Waterway and thereafter maintain such apparatus in good repair and condition
- 6.3.2 To permit or procure permission for CRT its servants and agents to enter the Marina for the purpose of using the apparatus referred to in clause 6.3.1 above
- 6.4. Keep accurate records sufficient to identify all boats being moored in the Basin or at the Moorings together with records of the names and addresses of the users or owners of each boat and to give CRT reasonable access to such records at no cost to CRT

- 6.5 Procure permission for or permit CRT or its staff and agents to enter on the Marina at all reasonable times and on reasonable notice except in the case of emergency for the purpose of inspecting and measuring the moorings and for the purpose of exercising its rights under this Agreement
- 6.6 At its own expense maintain and keep the Works in good and watertight condition and all works constructed by the Applicant pursuant to its obligations under this Agreement in good repair and condition to the reasonable satisfaction of the Engineer
- 6.7 Not allow any oil silt foul deleterious discolouring objectionable or solid matter to pass into the Basin or the Connection or Waterway and to observe and comply at all times with the provisions of the Water Resources Act 1991 and all other applicable statutes bye-laws regulations or requirements of any competent authority
- 6.8 Not alter or enlarge or extend the Basin or the Connection and their water area or connect them to any other basin or water spaces without the previous consent in writing of CRT.
- 6.9 Comply with the provisions of any licence granted under the Water Resources Act 1991 relating to the Agreement and Authority granted by this Agreement
- 6.10 Comply at all times with any reasonable directions given by CRT its officers servants or authorised agents to ensure the protection of CRT's property and undertaking and the rights of third parties
- 6.11 Not without the consent in writing of CRT to discharge or permit to be discharged any matter whether liquid or solid into the Basin or the Connection

or the Waterway from the Marina or boats moored at the moorings except for clean surface water by natural drainage only and such engine cooling water and sink and shower waste from boats as may be permitted from time to time by law and by CRT and the consent of CRT if given shall be on such terms and conditions as CRT shall require

6.12 Not without the previous consent in writing of CRT to abstract or permit to be abstracted any water from the Waterway or the Connection or the Basin and the consent of CRT if given shall be upon such terms and conditions as CRT shall require and such abstraction shall be subject to any necessary licence under the Water Resources Act 1991 to be obtained by CRT with the Applicant repaying to CRT any expenses reasonably incurred by CRT in obtaining and keeping in force such licence

6.13 Not to allow any alteration whatever in the appearance position structure or integrity or otherwise or of the Works or the bank of the Waterway or any part of them or any addition to them without first obtaining the consent in writing of CRT (such consent not to be unreasonably withheld)

6.14 Exercise the rights hereby granted and construct use maintain repair remove or replace the Basin or the Connection at its own risk and be responsible for and release and indemnify CRT and its servants and agents from and against all liability for personal injury (whether fatal or otherwise) loss of or damage to property and any other loss damage costs and expenses however caused or incurred (except by the act of CRT or its servant or agents) which would not have arisen but for the exercise of the rights of the parties under this Agreement whether by express grant or implication or arising from the waters of the Waterway

6.15 Not assign or part with the benefit of this Agreement except for an assignment

of the benefit and burden of this Agreement on the part of the Applicant with the previous consent in writing of CRT (such consent not to be unreasonably withheld or delayed) to an assignee who is the freehold owner or head lessee of the whole of the Marina but this provision shall not prevent the licensing or letting of moorings to the users thereof nor the granting of property interests at the Marina which do not use the connection

- 6.16 That neither the Applicant nor any person or persons authorised by it to exercise the Agreement and Authority granted by this Agreement shall commit any act contrary to the Acts of Parliament or the Bye-laws and Regulations of CRT for the time being in force

#### CRT TO OBTAIN AND KEEP IN FORCE WATER ABSTRACTION LICENCE IF REQUIRED

7. CRT shall use its reasonable endeavours to obtain and continue in force during the subsistence of this Agreement any licence or agreement or consent required from time to time under the Water Resources Act 1991 and any amendment or re-enactment or other subsequent legislation for the time being in force for the filling of the Basin with water from the Waterway

#### FURTHER AGREEMENTS AND TERMINATION PROVISIONS

8. PROVIDED ALWAYS AND IT IS AGREED by CRT and the Applicant as follows:

- 8.1 Nothing contained in this Agreement shall be deemed to derogate from CRT's right to grant refuse or revoke Boat Licences and mooring permits for boats on its waterways and property
- 8.2 Nothing contained in this Agreement shall prejudice or affect the provisions of the British Transport Commission Act 1959 section 26 (requirement to keep canal basins watertight) or any other provision for the protection of CRT included in any special Act or Order

- 8.3 That notwithstanding anything contained in this Agreement CRT shall be at liberty without prejudice to any other of its rights and remedies at any time to seal off the Basin and/or the Connection from the Waterway should the Applicant fail to comply with the provisions of clauses 6.7 to 6.13 (inclusive) of this Agreement
- 8.4 That CRT shall be at liberty from time to time to obtain and take away samples of water running off or discharged into the Basin or the Connection
- 8.5 In the case of default by the Applicant in respect of any of the provisions of this Agreement then CRT without prejudice to any right or remedy shall be entitled itself to carry out any of the works from time to time required to be carried out by the Applicant in compliance with this Agreement and to make good any damage to the property of CRT caused by so doing and to carry out the works which in the reasonable opinion of the Engineer are necessary to safeguard or secure the property of CRT against any damage or interference caused or apprehended by reason of any such default on the part of the Applicant and in any such case the Applicant shall pay to CRT upon demand the reasonable cost (as certified by the Engineer) of all works so carried out by CRT
- 8.6 If and whenever any part of the yearly sums payable under this Agreement shall be in arrears for twenty-one days (whether the same shall have been legally demanded or not) or if and whenever there shall be a breach or non-observance of any of the agreements hereinbefore contained on the part of the Applicant which shall not have been remedied within twenty-one days after notice in writing to the Applicant CRT may revoke this Agreement but without prejudice to the rights of CRT in respect of any antecedent breach of any of the agreements contained in this Agreement

8.7 If the event of either:

8.7.1 the construction of the Works have not been completed to the satisfaction of CRT within 2 years from the date of this Agreement; or

8.7.2 1 year's disuse or abandonment of the Basin or the Connection; or

8.7.3 the freehold or leasehold estate of the Applicant or his lawful assignee in the Basin ceases to be in single ownership.

then CRT may determine this Agreement by giving to the Applicant not less than 6 months' notice in writing to this effect.

8.8 Upon determination or revocation of this Agreement the Applicant shall at his own expense (if required by CRT so to do) and to the reasonable satisfaction of the Engineer reinstate the Waterway bank

8.9 Determination or revocation of this Agreement under sub clauses 8.5 and 8.6 above shall be without prejudice to the rights and remedies of either party then subsisting in respect of any antecedent breach of this Agreement or in respect of anything failing to be done on or before the determination of this Agreement and the yearly sum payable to CRT in accordance with clause 4 above shall be apportioned on a daily basis

8.10 CRT shall be at liberty to seal off the Connection or the Basin or both at any time the Engineer considers such action reasonable and necessary for the purposes of works to (or for the protection of) the Waterway or any part thereof (CRT first giving reasonable notice to the Applicant except in the case of emergency) and:

8.10.1 CRT shall not be liable for any loss damage or inconvenience thereby caused other than from any negligence or default of CRT or any of its



agents or employees and not reasonably be expected from the exercise of this right; and

8.10.2 the yearly sum payable in accordance with clause 4 of this Agreement shall remain payable whilst the Connection or the Basin or both are sealed off

8.11 CRT may at any time seal off or otherwise prevent the use of the Basin or the Connection from the Waterway as a result of any failure by the Applicant to perform its obligations under this Agreement

8.12 If any licence required under the Water Resources Act 1991 is revoked otherwise than on the application of CRT this licence shall be deemed thereupon to have been determined by effluxion of time

8.13 Nothing in this Agreement shall imply any obligation on the part of CRT to the Applicant or to any other person to ensure that the Works or any part or parts of the Works are properly constructed or are fit for their intended purpose.

8.14 If at any time CRT is of the opinion that the Published Annual Charge is being artificially distorted by any wilful or deliberate act or omission by or on behalf of the Applicant so that in the reasonable opinion of CRT the Published Annual Charge does not give a true and accurate reflection of the payments that would otherwise be payable in respect of the Moorings (having regard to the location of the Marina and facilities associated with the Moorings) then the Published Annual Charge shall be such amount as CRT shall deem appropriate and such amount shall be the Published Annual Charge for the purposes of clause 13 of the Interpretation and clause 4.3.3.1 of this Agreement PROVIDED THAT any dispute or difference between CRT and the Applicant in connection with this clause 8.14 shall be referred to arbitration in accordance with clause 10 of this Agreement.

## GROSS MOORING CAPACITY AND REVIEW

- 9.1. The Gross Mooring Capacity shall be calculated in accordance with the principles contained in the Code of Practice for Determining Gross Mooring Capacity issued from time to time by CRT and the version at the date of this Agreement is 01
- 9.2. Six months before each Review Date (time not being of the essence) CRT and the Applicant must open negotiations with a view to reaching agreement [in writing] as to the Gross Mooring Capacity calculated in accordance with clause 9.1 above for the following Review Period and the Gross Mooring Capacity for that period may be agreed at any time, or in the absence of agreement, is to be determined in accordance with the provisions contained in clause 10 below

## ARBITRATION FOR DISPUTES AS TO MOORING RATES

10.1 IN the event of any dispute or difference between CRT and the Applicant as to what is the Applicant's Published Annual Charge (exclusive of Value Added Tax) or the Gross Mooring Capacity for the purpose of the operation of the provisions of clauses 4.3 and 9 above then the question shall be referred to the arbitration of a single arbitrator to be agreed between CRT and the Applicant and in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors to be determined in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment for the time being in force

10.2.1 If the Published Annual Charge ceases to exist in respect of the Moorings or if the Moorings substantially cease to exist then CRT and the Applicant will use their reasonable endeavours to agree the amount payable for the year of the Agreement in respect of which the yearly fee is payable and CRT and the Applicant shall in endeavouring to agree the amount shall take into full

consideration the amount of mooring charges and amounts payable in respect thereof at similar marinas within an area of 40 miles of the Marina

10.2.2 In the event that CRT and the Applicant do not reach agreement as to the amount payable as provided for in clause 10.2.1 above then either party may refer the matter to any arbitrator appointed in the manner mentioned in clause 10.1 above and that arbitrator shall determine what is a fair amount for the Applicant to pay having regard to the provisions of this Agreement generally and taking into full consideration the amount of mooring charges and amounts payable in respect thereof at similar marinas within an area of 40 miles of the Marina

#### ALTERNATIVE DISPUTE RESOLUTION PROCEDURE AS TO THE WORKS

11.1.1 Either CRT or the Applicant may at any time give notice in writing (“the Notice”) to the other of its intention to refer a dispute arising under clauses 5.1 5.7 5.8 5.9 5.10 or 6.3 to adjudication.

11.1.2 Notwithstanding the existence of a dispute arising as mentioned in clause 11.1.1 and unless this Agreement has already been determined or abandoned CRT and the Applicant shall continue to perform its obligations and for the avoidance of doubt any decision or consent or approval (or refusal to give such) by CRT or the Engineer shall be of effect unless overturned by the decision of the adjudicator.

11.1.3 The adjudication shall be conducted under the “The Institution of Civil Engineers’ Adjudication Procedure (1997)” or any amendment or modification thereof being in force at the time of the Notice.

11.1.4 Unless the adjudicator has already been appointed he is to be appointed by a timetable with the object of securing his appointment and referral of the dispute to him within 7 days of such Notice.

- 11.1.5 The adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred.
- 11.1.6 The adjudicator may extend the period of 28 days by up to 14 days with the consent of the party by whom the dispute was referred.
- 11.1.7 The adjudicator shall act impartially.
- 11.1.8 The adjudicator may take the initiative in ascertaining the facts and the law.
- 11.2.1 The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings or arbitration (in the latter case if the dispute is referred to arbitration) or by agreement.
- 11.2.2 Where an adjudicator has given a decision in respect of the dispute referred to him then unless CRT or the Applicant has served a written notice on the other within 3 months of such decision to refer the dispute to arbitration the giving of the decision shall be final and binding.
- 11.3 Reference to arbitration shall be in accordance with the provisions contained in Addendum A of the Institute of Civil Engineers' Conditions of Contract for Minor Works Third Edition or any amendment or modification thereof.
- 11.4 The adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith and any employee or agent of the adjudicator is similarly not liable.

## NOTICES

- 12.1. ANY notice which under the provisions of this Agreement is to be given to CRT by the Applicant shall be deemed effectively served if addressed to CRT and served upon its National Boating Trade Manager at [ ] or upon such other person and/or at such other address advised to the Applicant in writing as CRT may from time to time designate

12.2 Any notice in writing to be given by CRT to the Applicant shall be deemed effectively served if sent through the post in a registered or recorded delivery letter addressed to the Applicant at the Marina or its last known place of business in the United Kingdom or to its Secretary at its registered office

#### REMEDIES AND NON-WAIVER OF BREACH

13.1 Any remedy conferred on either of the parties to this Agreement for the breach non observance or non-performance of any of its provisions shall be in addition to and without prejudice to all other rights available to it

13.2 The exercise delay or failure by either of the parties to this Agreement to exercise any right or remedy under or pursuant to it shall not constitute a waiver by that party of the relevant right or remedy

#### EXECUTION OF AGREEMENT

14 This Agreement shall be executed by or on behalf of the parties to it in 2 (two) parts and each part shall be created as an original document but together shall constitute one and the same agreement

#### ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the parties to it with respect to the matters dealt with in it and supersedes any previous oral or written agreements or arrangements between them in relation to its subject matter

15.2 No variation modification or cancellation of this Agreement shall be valid and effective unless made by one or more instruments in writing executed by or on behalf of the parties to it

- 16 In the event that there shall be a final adjudication that any provision of this Agreement is void illegal or contrary to public policy the decision shall not prejudice or impugn any other provision or provisions of this Agreement which shall continue in full force and effect

### THIRD PARTY RIGHTS

- 17.1 No person or company who or which is not a party to this Agreement shall have any express or implied right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions
- 17.2 The provisions of Clause 17.1 do not affect any right or remedy of a third party which exists or is available independently of the Contracts (Rights of Third Parties) Act 1999

### ENGLISH LAW TO APPLY

- 18.1 The construction validity performance and extent of this Agreement shall be construed in accordance with English law
- 18.2 The English courts shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement

### GENERAL PROVISIONS

- 19.1 Any reference in this Agreement to an Act statutory instrument bye-laws and regulations shall be interpreted as references to any such items as amended or replaced from time to time and for the time being in force
- 19.2 Any prohibition in this Agreement against the Applicant doing or allowing something shall include a prohibition against the Applicant causing or permitting or suffering it to be done

19.3 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement

IN WITNESS of which the parties hereto have caused this Agreement to be signed by their duly authorised officers the day and year first before written

SIGNED on behalf of the  
CANAL & RIVER TRUST acting  
as trustee of the Waterways  
Infrastructure Trust  
by:

)  
)  
)

Authorised Signatory

SIGNED on behalf of  
[INSERT NAME OF APPLICANT]  
by

)  
)  
)

Authorised Signatory