



TERMS AND CONDITIONS FOR WINTER MOORING PERMITS 2019-2020

This Agreement sets out the terms and conditions that will apply to your use of a winter mooring. The winter moorings will only be available at fixed location towpath sites and visitor moorings (published on our website at <http://canalrivertrust.org.uk/boating/mooring/wintermoorings>) for the winter mooring permit period which starts on 1st November 2019 and ends on 29th February 2020.

DEFINITIONS

'Agreement'	means these terms and conditions.
'Boat'	means the boat or vessel permitted by us to moor at the Winter Mooring Site under the terms of this Agreement; The boat includes any Tender to the boat.
'Boat Licence'	means the boat licence issued to you by us to permit use of our Waterways , and which is not a restricted licence of six months or less unless we have in exceptional circumstances agreed to issue you with a Winter Mooring Permit notwithstanding that you have such a restricted licence.
'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 Canal & River Trust to act for it.
'Contract Start Date'	means the date (notified to you by us) when we accept your application for a Winter Mooring Permit .
'Mooring Start Date'	means the date (notified to you by us) when you can move your Boat to the Winter Mooring Site .
'Owner, you, your, yours'	means the person(s) or entity in whose name the Boat is licensed with us .

'Privacy Policy'	means the Canal & River Trust privacy policy, located at www.watersidemooing.com , which applies to users of the Waterside Mooring website
'Site Rules'	means specific rules relating to the use and management of the Winter Mooring Site , which we may issue from time to time;
'Special Conditions'	has the meaning given to it in condition 3.4.
'Tender'	means one small boat as defined in the your Boat licence terms and conditions.
'Waterway' or 'Waterways'	means any waterway(s) owned or managed by us , and includes any navigable branches or arms, marinas, docks or basins and any land held or used by us in connection with the Waterway(s) .
'Winter Mooring'	means the water space at the Winter Mooring Site where you are temporarily permitted to moor your Boat during the Winter Mooring Permit Period .
'Winter Mooring Fees'	means the fee for the Winter Mooring you are liable to pay us notified to you by us when you apply for a Winter Mooring Permit . The fees are also published by us on our website http://canalrivertrust.org.uk/boating/mooring/winter-moorings . Please note for 2019/20 there are 7 price bands (band 0 – band 6).
'Winter Mooring Permit'	means the permission given to you by us , which allows you to have a Winter Mooring subject to the terms and conditions of this Agreement. Evidence of this permission is the confirmation we send to you as set out in condition 1.2 or 1.3 below;
'Winter Mooring Permit Period'	Means the period of your Winter Mooring Permit, which may be purchased for periods of one month or more. The maximum duration for which a Winter Mooring Permit may be issued is 4 months from 1 November 2019 to 29 February 2020.
'Winter Mooring Site'	Means the fixed location towpath site or visitor mooring site where your Winter Mooring is located and includes the land and water used in connection with the Winter Mooring (together with any pontoon or jetty) that is in our ownership or control.

GENERAL CONDITIONS

1. APPLICATION FOR WINTER MOORING AND CONTRACT START DATE

- 1.1 To obtain a **Winter Mooring Permit**, **you** can apply online as referred to in condition 1.2 below. Alternatively **you** may contact **our** customer services to assist **you** in completing **your** application (as referred to in condition 1.3 below) if **you** do not wish to apply **yourself** online. If **we** accept **your** application for a **Winter Mooring Permit** and confirm the **Contract Start Date** in accordance with condition 1.2 or 1.3 below (whichever is applicable) the **Contract Start Date** will be date that the terms and conditions of this **Agreement** become effective.
- 1.2 When **you** complete the online application yourself accessed through the boat licensing web page, <https://licensing.canalrivertrust.org.uk/Account/SignIn> this Agreement will be available for **you** to read and **you** will have notice of the **Winter Mooring Fees** published by **us** at [\[http://canalrivertrust.org.uk/boating/mooring/winter-moorings\]](http://canalrivertrust.org.uk/boating/mooring/winter-moorings). **You** must follow the instructions for showing that **you** accept the terms and conditions of this **Agreement** including the **Winter Mooring Fees**. As soon as possible after **your** acceptance of the terms and conditions, **we** will confirm by email or letter (at the address you indicate on the website application) whether **we** accept **your** application for a **Winter Mooring Permit** and if **we** accept the application **we** will specify the following in this confirmation:
- (i) **Contract Start Date**;
 - (ii) the **Mooring Start Date** when **you** can move **your Boat** to the **Winter Mooring Site** and the location of the relevant **Winter Mooring Site**;
 - (iii) the end date of **your Winter Mooring Period**;
 - (iv) the **Winter Mooring Fee** you have paid and when **you** will be required to make any remaining payments due during **your Winter Mooring Period**; and
 - (v) the name and index number of **your Boat**.
- 1.3 If **you** require the assistance of **our** customer services to apply for a **Winter Mooring**, **you** may telephone 0303 040 4040 **our** customer services to complete an online application for **you** on **your** behalf using the information **you** provide by phone. Customer services will also complete the acceptance part of the online application which indicates that **you** accept the terms and conditions of this **Agreement** including the **Winter Mooring Fees**. As soon as possible following the completion of **your** application, **we** will send **you** (by email or to **your** postal address as requested by **you**) the completed application form, a copy of the **Winter Mooring Fees** published by **us** at [\[http://canalrivertrust.org.uk/boating/mooring/winter-moorings\]](http://canalrivertrust.org.uk/boating/mooring/winter-moorings), a copy of this **Agreement**, and **we** will confirm whether we accept **your** application for a **Winter Mooring Permit** and specify the following in the confirmation:

- (i) **Contract Start Date**
- (ii) the **Mooring Start Date** when **you** can move **your Boat** to the **Winter mooring Site** and the location of the relevant **Winter Mooring Site**;
- (iii) the end date of **your Winter Mooring Period**;
- (iv) the **Winter Mooring Fee** **you** have paid and when **you** will be required to pay any remaining payments due during **your Winter Mooring Period**; and
- (v) the name and index number of **your Boat**.

1.4 The confirmation **we** send to **you** in accordance with conditions 1.2 and 1.3 above is evidence of **your Winter Mooring Permit**.

2. **RIGHTS TO CANCEL AND EFFECTS OF CANCELLATION**

2.1 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 **Contract Start Date**. After the 14 day cancellation period, **your** rights to cancel this **Agreement** in accordance with this condition 2.1 will expire and condition 10 will thereafter govern **your** and **our** rights to terminate this **Agreement** during the **Winter Mooring Permit Period**.

2.2 During the 14 day cancellation period **you** are not permitted to move **your Boat** to the **Winter Mooring Site**. Any **Winter Mooring Fees** **we** may have received from **you** at the time of **your** application for a **Winter Mooring Permit** would be returned to **you** without deduction. We will return any payments received from **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 to pay **us**, unless **you** have expressly agreed otherwise.

2.3 To exercise **your** right to cancel in accordance with this condition 2, you must inform us of **your** decision to cancel the **Agreement** by a clear statement (for example by email, post or letter), using the details specified below.

Post: The Canal & River Trust, Fearn's Wharf, Neptune Street, Leeds, LS9 8PB

Email: Boat_licensing_Team@canalrivertrust.org.uk

If **you** prefer, **you** can inform **us** of **your** decision to cancel the **Agreement** by using the model cancellation form which is set out below in Schedule 1 of this **Agreement**, at page 15 below.

3. **REMOVAL OF BOAT FROM THE WINTER MOORING FOR UNAUTHORISED MOORING**

3.1 **You** are only entitled to move **your Boat** to the **Winter Mooring Site** on the **Mooring Start Date** on the date specified by **us** in accordance with condition 1.2 and 1.3 above.

3.2 If **you** move **your Boat** into the **Winter Mooring Site** before **you** are entitled to do so, or if the **Boat** remains at the **Winter Mooring Site**, at any time 14 days after this **Agreement** has ended by termination (in accordance with condition 10), or by expiry of the **Winter Mooring Permit Period**, we shall be entitled to:

- i) remove **your Boat** from the **Winter Mooring Site** at **your** own risk to such place on the **Trust's Waterways** as **we** deem appropriate, and by accepting this **Agreement**, **you** consent to **us** entering on to and/or taking control of the **Boat** for a temporary period to the extent necessary to carry out our rights under this condition 3.2 (i); and
- ii) charge **you** overstay charges, in accordance with condition 6.10 below for the period up to and including the date upon which **your Boat** is removed from the **Winter Mooring Site** by **you** or by us;
- iii) recover from **you** costs and expenses **we** may incur in removing **your Boat** from the **Winter Mooring Site** in accordance with this condition 6.9 below.

4. CHANGING A WINTER MOORING SITE DURING YOUR WINTER MOORING PERIOD

4.1 If **you** have a **Winter Mooring Permit**, and during **your Winter Mooring Period** **you** wish to relocate to a different **Winter Mooring Site**, **you** must obtain our permission to do so.

4.2 If **we** agree to the relocation **we** will confirm this in writing by email or post, to the address **you** provide and **we** will also confirm relevant details relating to any payments due or refunds owed. The following will apply as applicable in relation to payments:

4.2.1 **We** will not charge **you** any administration fee for relocating to a new **Winter Mooring Site**.

4.2.2 If the **Winter Mooring Fees** for the new **Winter Mooring Site** **you** wish to relocate to exceeds, or are less than, the fees for the **Winter Mooring Site** **you** wish to move from, **you** will be charged the difference relating to the additional amount or **you** will be refunded the difference as applicable.

4.3 Any change of location we agree to, will be treated as a change to the details of **your Winter Mooring Permit**, but it will not be a new contract between **you** and **us** and the terms and conditions of this **Agreement** will apply to **you** in relation to where **your Boat** is moored at the new **Winter Mooring Site**.

4.4 As a relocation is to another Winter Mooring Site in accordance with this condition 4, is not a new contract, the cancellation rights set out in condition 3 above, will not apply to the relocation.

5. THE AGREEMENT AND USE OF THE WINTER MOORING SITE

- 5.1 Your purchase of a **Winter Mooring Permit** allows **you** to temporarily moor the **Boat** at the **Winter Mooring Site** we have specified to **you** in accordance with condition 1.2 or condition 1.3 or condition 4 (as applicable) for the **Winter Mooring Permit Period** specified to **you** by **us** in relation to **your Winter Mooring Permit**.
- 5.2 The **Winter Mooring Permit** does not give **you** possession of the **Winter Mooring**. The **Winter Mooring** remains in **our** ownership and control. To ensure the best use of the water space available at the **Winter Mooring**, **you** must follow any instructions **we** give to **you** with regard to where and how **your Boat** may be moored. If **you** fail to move the **Boat** within the **Winter Mooring Site** in accordance with any instructions from **us**, **we** may terminate this **Agreement**, in accordance with condition 10.1 below, or **we** may move the **Boat** to somewhere **we** consider suitable, and **we** may recover from **you** any resulting costs, charges and/or expenses, in accordance with condition 6.10 below.
- 5.3 This **Agreement** does not replace **your-Boat Licence**.
- 5.4 This **Agreement** does not permit **you** to moor at a **Winter Mooring Site** at any time before **your Mooring Start Date** notified to **you** in accordance with condition 1.2 or 1.3 as applicable. The specific period of **your Winter Mooring Permit** will be notified to **you** in accordance with condition 1.2 and 1.3 above. The maximum possible period for a **Winter Mooring Permit** would be from 1 November 2019 to 29 February 2020. Reminders of this maximum period will be published on our website (at <http://canalrivertrust.org.uk/boating/mooring/winter-moorings>) and may be specified in stoppage signs at the **Winter Mooring Site**.
- 5.5 The right to use the **Winter Mooring Site** is personal to **you**. **You** cannot give or sell **your Winter Mooring Permit** to anyone in any circumstances and it cannot be inherited from **you** by anyone.
- 5.6 If **you** have a business boat licence as a roving trader, **you** must not trade at any given **Winter Mooring Site** for a total period of more than 28 days during the **Winter Mooring Period** of four months starting on 1 November 2019 and ending on 29 February 2020, unless you have planning consent and **our** written consent. **You** must keep a log of where and when **you** are trading. **We** may ask to see **your** log at any time.

6. FEES AND OTHER CHARGES

- 6.1 The **Winter Mooring Fees** apply to any **Winter Mooring Permits** issued during the period from 1 November 2019 to 29 February 2020.
- 6.2 **Your** use of the **Winter Mooring Site** is subject to **you** paying the **Winter Mooring Fee** applicable to **your Winter Mooring Permit** in accordance with the payment method **you** chose when making **your** application for a **Winter Mooring Permit**.

- 6.3 **If you** use the **Winter Mooring** before having paid the relevant **Winter Mooring Fees**, **you** nevertheless agree to comply with this **Agreement** and failure to pay the **Winter Mooring Fees** due may result in this **Agreement** being terminated by us in accordance with condition 10.2.
- 6.4 **If you** default on **your** direct debit payments, **we** may refuse to grant **you** a direct debit facility in the future.
- 6.5 **If you** have been permitted to pay by instalments and **you** default in paying any instalment due, **we** reserve the right to terminate **your** right to use the **Winter Mooring** by terminating this **Agreement** in accordance with Condition 10.2 below.
- 6.6 **If you** wish to leave the **Winter Mooring Site** and **you** do not wish to relocate to another **Winter Mooring Site** in accordance with condition 4 above, **you** must terminate the **Agreement** in accordance with condition 10.1 below by giving **us** one calendar month's written notice to terminate this **Agreement**. **You** will be entitled to a refund of the full unused months of **your Winter Mooring Permit** after **we** have deducted any sums **you** are liable to pay to **us** in accordance with this **Agreement**, including under condition 6.10 below. In addition **you** will be liable to pay **us** an administration fee of £30 for the administration of processing **your** termination notice and for arranging for **you** to receive any refund and **we** shall be entitled to deduct this from any refund payable to **you** by **us** in accordance with this condition 6.6.
- 6.7 **You** will not be entitled to any refund of **Winter Mooring Fees** paid, if **we** terminate the **Agreement** in accordance with condition 10.2.
- 6.8 **If you** fail to make any payments which **you** are liable to pay to **us** in accordance with this **Agreement** (including your **Winter Mooring Fees** and any other sums **we** may be entitled to recover in accordance with condition 6) **we** may:
- 6.8.1 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
 - 6.8.2 off set the unpaid sums against any sums **we** may owe **you** in connection with the **Winter Mooring** and this **Agreement**; and/or
 - 6.8.3 terminate this **Agreement** in accordance with condition 10.2 and refuse to grant **you** a **Winter Mooring** or any other mooring at any of **our** mooring sites until **you** have paid any sums **you** owe **us**.
- 6.9 **If we** incur any costs, charges and/or expenses or suffer any losses as a result of **your** failure to comply with the conditions of 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 **Winter Mooring Site**, **we** shall have the right to recover any such reasonable costs, charges and/or expenses from **you** in accordance with this condition 6.9 and/or as a debt. Such costs, and/or expenses may include but are not limited to:

- 6.9.1 any costs, charges and/or and 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 **Winter Mooring Site**; and/or
 - 6.9.2 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
 - 6.9.3 any other administrative charges, including costs for **our** time, that **we** may incur; and/or
 - 6.9.4 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.
- 6.10 For any period that **your Boat** may be at the **Winter Mooring Site** without **our** permission (which would be the case prior to the **Mooring Start Date**, or after this **Agreement** has been ended by **you** by cancellation in accordance with condition 2, or after termination of the **Agreement** by either **you** or **us** in accordance with condition 10, or following the expiry of the **Winter Mooring Period**) **we** may demand from **you** the payment of overstay charges which **you** can find set out in the Frequently Asked Questions document at www.canalrivertrust.org.uk/wintermoorings or by calling **our** customer service on 0303 040 4040. **You** will be liable to pay the overstay charges we demand from you, in accordance with this condition 6.10, up to and including the date upon which **your Boat** is removed from the **Winter Mooring Site** by **you** or by **us**.
- 6.11 If **you** currently receive an unpowered butty discount **on your Boat Licence**, **you** may apply for a 50% rebate on the **Winter Mooring Fees** for the second boat, except where the **Site Rules** prohibit **you** mooring the boats abreast of each other.

7. YOUR OBLIGATIONS

- 7.1 **You** may keep a **Tender** on the water at the **Winter Mooring** provided you obtain our prior written consent and **you** pay an additional charge notified to **you** by **us**. The **Tender** must be marked "*Tender to [name and index number of the Boat]*".
- 7.2 The **Boat** must have valid **Boat Licence** for the duration of the **Winter Mooring Permit** for any of the Winter Mooring Sites.
- 7.3 **You** must comply with any **Site Rules**. **We** reserve the right to introduce new **Site Rules** or to amend existing **Site Rules** from time to time provided **we** give **you** reasonable prior notice wherever possible of the proposed changes. The **Site Rules** and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at the **Winter Mooring Site** or once a copy of them has been provided to **you** (whichever is the earlier).
- 7.4 At any time whilst **you** have the right to moor at the **Winter Mooring Site** **we** may require **you** in writing to comply with additional conditions (**Special Conditions**) relating specifically to your use of the **Winter Mooring Site**. **Special Conditions** may include conditions relating to your private use of land at the **Winter Mooring Site**. We only issue **Special Conditions** to ensure the best use of the **Winter Mooring**

Site. We will give **you** reasonable prior notice of any change to an existing **Special Condition** or of any intention **we** may have to introduce a new **Special Condition**.

7.5 **You** are responsible for paying council tax (if applicable), all gas, electricity and other costs or expenses associated with **your Boat**.

7.6 The **Winter Moorings** are not managed mooring sites and **we** shall not provide any services at the **Winter Mooring Site**.

7.7 **You** must:

7.7.1 comply with relevant legislation, bye-laws and follow our lawful directions spoken or written (including signs);

7.7.2 not carry out any operational development or material change of use requiring planning permission at the **Winter Mooring Site** unless planning permission has been obtained for that operational development or change of use;

7.7.3 not use the **Winter Mooring** as **your** sole or main residence without **our** prior written consent;

7.7.4 comply with the terms of any planning permission or other third party consent applicable to the **Winter Mooring Site**;

7.7.5 not apply for planning permission or certificate of lawful use in respect of the **Winter Mooring** or the **Winter Mooring Site** without **our** prior written consent.

7.8 **You** must not damage, alter add to or deface any of **our** property at the **Winter Mooring Site** in any way. **we** may charge **you** for making good.

7.9 **You**, and any other occupants of the **Boat** and **your** visitors must not keep, hang or place anything on **our** property at the **Winter Mooring Site** or on **your Boat** (including any sign or notice of a commercial nature) without **our** permission. At **our** request **you** shall move any sign or notice for which **we** have not given permission.

7.10 **You** shall be responsible for and liable for anything at the **Winter Mooring Site** or in the vicinity of the **Winter Mooring Site** which is done or not done by any persons visiting **you**, occupying the **Boat** or working for **you**. Any acts or omissions of such persons which result in a breach of this **Agreement** will be deemed to be **your** breach of this **Agreement**. **You** must ensure that any persons visiting **you**, occupying the **Boat** or working for **you** comply with this **Agreement** including any relevant **Site Rules**.

- 7.11 **You** should notify **us** if **you** become aware of any defects or problems at the **Winter Mooring** or the **Winter Mooring Site**.
- 7.12 At the end of your **Winter Mooring Permit Period** **you** must let **us** have the **Winter Mooring Site** back in a clean and tidy condition.
- 7.13 The **Boat** must have a minimum level of on board facilities to allow the ability to be self-sufficient (including the provision of portable water storage with toilets connected and wash cubicles),
- 7.14 **You** must keep the area around the **Boat** clean and tidy and keep the outside of the **Boat** in reasonable repair.
- 7.15 **You** must not keep, hang or place anything on any parts of the **Winter Mooring Site** unless **we** have previously agreed to it. **You** must not display on the **Boat** or the **Winter Mooring Site** any sign or notice of a commercial nature without our prior written consent.
- 7.16 **You** must ensure that **you** continue to keep your **Boat** insured as required in **your Boat Licence** terms and conditions.
- 7.17 **Your Winter Mooring Permit** only permits **you** to moor the **Boat** named in **our** records. **You** must not at any time and for whatever reason allow any other boat to moor alongside **your Boat** or anywhere else at the **Mooring Site**, including but not limited to any boats of persons visiting **you** for whatever purpose.

8. HEALTH, SAFETY, THE ENVIRONMENT

- 8.1 **You** must make sure the **Boat** is moored safely and that it is properly attached to the bollards, moorings rings, mooring pins or stakes.
- 8.2 **We** may go onto the **Boat** and move it at **our** discretion for reasons of safety or the protection of the environment. **We** only do this if **you** fail to comply with any request **we** make to move the **Boat**.
- 8.3 Any accidents or other incidents involving injury or damage to **our** property at the **Winter Mooring Site** must be reported to **us** including any damage or injury for which **you** are responsible. **You** must also notify **us** of any potential safety risks at the **Winter Mooring Site**.
- 8.4 **You** must not do (or carelessly fail to do) anything at the **Winter Mooring Site** or in the vicinity of the **Winter Mooring Site** which will:
- (a) pose any risk to the health and safety of individuals;
 - (b) pose a risk to the environment;

- (c) cause damage or nuisance to any other person or their property.
 - (d) amount to anti-social behaviour towards any other person including other winter mooring customers and/or other local residents or users of **our Waterways**.
- 8.5 **You** must not light fires including barbecues at the **Winter Mooring** or **Winter Mooring Site**, unless allowed under **Site Rules** or **you** have first obtained prior written consent from us. The lighting of fireworks is strictly prohibited.
- 8.6 **You** must use smokeless fuel for **your** stove when moored anywhere close to properties which could be affected by your chimney smoke.
- 8.7 **You** must dispose of **your** rubbish so that it does not become a nuisance or a health and safety risk. No rubbish shall be thrown overboard or left anywhere at the **Winter Mooring Site**. Any domestic waste shall be disposed of in receptacles provided by **us**, or by removal from the **Winter Mooring Site** by **you**. Non domestic waste such as microwaves, fridges or other electrical household appliances must be removed from the **Mooring Site** by **you**. **We** may issue specific **Site Rules** relating to the management of rubbish at the **Winter Mooring Site**
- 8.8 **You** must not obstruct any emergency access roads, service roads or service areas at the **Winter Mooring Site**. There is no Canal & River Trust provided parking provision available at the Winter Mooring Sites.
- 8.9 **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 condition 6.9.
- 8.10 **You** will not undertake any work to the **Boat** without **our** prior written consent and **you** will comply with any applicable **Site Rules**. Whether or not **we** give consent shall be at **our** absolute discretion and any consent **we** do give may be subject to conditions taking into account any matters **we** consider appropriate, including but not limited to health and safety considerations and having regard to the potential impact of the work on other third parties.
- 8.11 The **Boat** must comply with the Boat Safety Scheme standards and **you** must provide evidence which confirms compliance for the duration of this **Agreement**.
- 8.12 You agree not to tamper with the supply of electricity in any way.
- 8.13 Diving, bathing and fishing at the **Winter Mooring Permit Site** is not permitted.

- 8.14 **You** must not keep animals other than domestic pets at the **Winter Mooring**. They must remain under proper control whilst at the **Winter Mooring Site** and not cause nuisance to **your** neighbours. **You** must clear up their mess. **We** reserve the right to require you to remove any animals from the **Boat** if you fail to comply with this condition 8.14.
- 8.15 **You** should inform us of any spillage of oil, paint or any other pollutant or of anything which may pose a health and safety risk to **you** or others at the **Winter Mooring Site**. **You** should also take such steps as reasonably practicable and safe in the circumstances to minimise the risks, until appropriate action is taken by **us** or other appropriate individuals or organisations.
- 8.16 If the **Winter Mooring Site** is in a location regularly used by anglers, you should leave at least 5m between **your Boat** and the next one along to allow space for fishing. **You** must be prepared to move temporarily to facilitate match pegging and where we are aware of when match pegging will take place, **we** will give **you** reasonable notice (usually 2 weeks).

9. OUR RESPONSIBILITIES AND OUR RIGHTS OF ACCESS TO THE MOORING AND THE BOAT

- 9.1 **We** will exercise reasonable care in carrying out our functions under this **Agreement** (including when boarding or moving the **Boat** or the **Tender**).
- 9.2 **We** shall not be liable for any 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.
- 9.3 **We** may go onto the **Boat** and/or **Winter Mooring** at any time in order to carry out any of **our** functions under this **Agreement** or to exercise any legal rights. **We** may affix or place on the **Boat** notices, correspondence or other documents, including contractual or legal notices.
- 9.4 **We** may go onto the **Winter Mooring Site** to inspect for defects. **We** may also go onto the **Winter Mooring** to do works and repairs (this includes any building or development work in, around or adjacent to the **Winter Mooring** or **Winter Mooring Site**). **We** will give you at least 14 days' notice, and where practicable 28 days' notice. If there is an emergency we may carry out the works without giving you notice but **we** will tell **you** as soon as reasonably practicable what the emergency was and what works **we** have done.
- 9.5 In order to take action in accordance with **condition** 5.4 above, **we** may require **you** to move the **Boat** and if **you** fail or are unable to do so, we may move the **Boat** for the duration of our inspection or works.
- 9.6 **We** are not responsible for the supply of electricity at the **Winter Mooring Site**.

10. TERMINATION

10.1 **You** may terminate this **Agreement** by giving us one calendar months' notice in writing and **you** may receive a refund in accordance with condition 6.6 above.

10.2 **We** may terminate this **Agreement** (and thereby your **Winter Mooring Permit**) immediately by serving you with a termination notice in writing if:

(a) **you** have failed to comply with a term of this **Agreement** which could have been remedied, but **you** have failed to do so within the time we given to **you** to remedy the breach. **We** will normally give you 14 up to days' notice to remedy a breach, but we may have good reasons for specifying a shorter period.

(b) **you** commit a breach of the **Agreement** which is not capable of remedy.

No refund will be payable to **you** if we terminate this **Agreement** accordance with this condition 10.2.

10.3 Following expiry or termination of the **Winter Mooring Permit**, **you** shall remove the **Boat** from the **Winter Mooring Site**.

10.4 If **you** fail to remove the **Boat** within 14 days of expiry or termination of your **Winter Mooring Permit**, **we** shall be entitled to remove **your Boat** in accordance with condition 3.2 above or to dismantle or destroy the **Boat** in appropriate circumstances in order to move or remove it. In relation to any action we take in accordance with this condition 10.4 we shall be entitled to board **your Boat** to carry out such actions, and to recover any costs charges and expenses we may incur in accordance with condition 6.9 above.

11 Disclosure of Information

11.1 **You** agree that **we** may provide **your** relevant personal details such as **your** name and address to any person (or the insurer of any person) who **we** believe has a reasonable interest in an incident or alleged incident involving the **Boat** which will generally be the case where for example personal injury or damage to property may have occurred,

11.2 **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, individuals or organisations with a legitimate interest or duty in exchanging information about **you**,

11.3 In addition to condition 11.1 and 11.1 above, **we** will use **your** personal information as set out in our [Privacy Policy](#)].

12 GENERAL

12.1 This **Agreement** is between the **Trust** and **you**. 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**.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 This **Agreement** is governed by English law and **you** agree to submit to the exclusive jurisdiction of the English courts.
- 12.6 The headings in this **Agreement** are for convenience only and shall not affect its interpretation.
- 12.7 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.

12.8 **Our** address for contact purposes and sending us any notices is:

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

Telephone: 0303 040 4040

Email: customer.services@canalrivertrust.org.uk

- 12.9 If **you** have a complaint or are in dispute with us on any matter relating to the **Winter Mooring**, **we** are willing to handle **your** complaint or dispute through **our** complaints handling procedure. **You** can obtain information about the complaints handling process by:
- (a) contacting **us** at 0303 040 4040
 - (b) visiting **our** website link at: <https://canalrivertrust.org.uk/contact-us/making-a-complaint>; or
 - (c) emailing **our** customer services team at <mailto:customer.feedback@canalrivertrust.org.uk>; or
 - (d) if **you** are purchasing a **Winter Mooring Permit** online, **you** may register **your** dispute on the European Union's Online Dispute Resolution platform, (found at <http://ec.europa.eu/consumers/odr/>), which is another way of accessing our complaints procedure. The availability of **our** complaints procedure does not prevent **you** from pursuing any legal remedies against **us** at any time.
- 12.10 If **you** use **our** website for any reason, the **Privacy Policy** will apply to use of the website.

SCHEDULE 1: MODEL CANCELLATION FORM

Note:

1. Below is a format for the model cancellation form **you** may use in accordance with condition 2.3 above, to notify **us** that **you** wish to cancel this **Agreement**.
2. As stated in condition 2.3, **you** can only exercise **your** right of cancellation in accordance with that condition, in the 14 day period from the Contract Start Date, using this model cancellation form set out below or informing us by letter or email ,

Date: []

To:

Post: The Canal & River Trust, Fearn's Wharf, Neptune Street, Leeds, LS9 8PB

Email: Boat_licensing_Team@canalrivertrust.org.uk

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

Name:

Address:

Signature: