

ADDENDUM TO THE GENERAL TERMS AND CONDITIONS FOR BOAT LICENCES – 2012 OLYMPIC GAMES

Introduction and definitions

1. These boat licence conditions, issued by British Waterways under Section 43(3) and 43(8) of the Transport Act 1962, apply to the use of any boat on an inland waterway (including a river waterway) owned or managed by British Waterways before, during and after the 2012 Olympic Games, such period to be published on www.waterscape.com/londonboats2012 (“the Term”) unless revoked by earlier notice. The period will be published on www.waterscape.com/londonboats2012 no later than 30th September 2011.

2. These conditions are issued in the context of the 2012 Olympic Games.

3. Any term defined in the General Terms and Conditions for Boat Licences have the same meaning in these Conditions, subject to the following amendments and additional definitions:-

British Waterways, BW, we, us, our’ also means British Waterways Board, its successors and assigns and any of its employees or other persons authorised by British Waterways to act for it including, where appropriate, the Metropolitan Police and/or the Marine Support Unit.

“Confirmation Letter” means the original letter issued and signed by your mooring operator/owner which confirms your Mooring at their mooring site.

‘Controlled Zone’ means the sections of waterways which will be designated by us (and specified in the general guidance on cruising and mooring in London during the Term) and will be subject to controls in relation to entrance, boat movement and mooring.

‘Mooring’ means the water space owned and/or managed by them which has been allocated to you by BW or by a third party for the mooring of the Boat during the Term.

‘Transit Mooring’ means a free mooring site designated by us and allocated to you for a period within the Controlled Zone for the temporary mooring of the Boat whilst on route to the Mooring.

‘You, your, yours’ also includes an employee of the owner.

Network Restrictions

4. Whilst these temporary Licence Conditions are in force:

- there will be restrictions on the movement of boats on various waterways before, during and after the Olympics and these waterways include, but are not limited to, the Regents Canal, the Lee & Stort Navigation, Limehouse Cut, Limehouse Basin, London Docklands, the Hertford Union Canal and the Grand Union Canal;
- you must only use the Boat on a restricted waterway in accordance with the terms of your Boat Licence as amended and supplemented by these Conditions and, if appropriate, the Terms and Conditions for Olympics Visitor Mooring Agreement and Boating in the Controlled Zone.

5. Information on which waterways will be closed, open or restricted may be found on our website www.waterscape.com/londonboats2012 . You are responsible for making the necessary enquiries to ensure that

the waterway you intend to use is open for navigation. You should also check the general information, including any up to date guidance on cruising and mooring in London during the Term published on www.waterscape.com/londonboats2012. You should allow for possible delays during this busy period.

6. You must comply with the requirements of any notices or restrictions or closure, and with any instructions given by us.
7. The price of the Licence is calculated on the assumptions that you will be affected by these restrictions and accordingly refunds of Licence fees will not be made for these restrictions.

Controlled Zone

8. Prior to arriving at the Controlled Zone, you must have been issued with the Confirmation Letter from the person or company providing you with the Mooring.
9. You must bring your Confirmation Letter with you in order to gain entry to the Controlled Zone.
10. If the Boat is unlicensed you will not be permitted to enter the Controlled Zone even if you produce the Confirmation Letter and have a Mooring.
11. Once you enter the Controlled Zone you must immediately take the Boat to the Mooring, the Transit Mooring allocated to you, or as otherwise directed by us.
12. You must not overstay the free transit mooring period. If you do, BW will move the Boat to the Mooring or out of the Controlled Zone at your expense.
13. Current mooring permits, if applicable, and licence permits must be displayed where they can be easily seen from either side of the Boat at all times.
14. You must not keep a Tender on the water in the Controlled Zone.
15. You must comply with and follow any general guidance and instructions we publish from time to time relating to cruising and mooring in London during the Term, and the rules that we put in place for the Controlled Zone.
16. You must comply with the rules for the use of the Transit Mooring, including, but not limited to, the maximum length of stay permitted.
17. If you do not act in accordance with these Conditions the Boat will be regarded as an obstruction or a source of danger for the purpose of Section 8(5) of the British Waterways Act 1983 and we will move the Boat out of the Controlled Zone without notice. If such action is necessary, we will move the Boat at your expense.
18. Movement to services and facilities during your stay in the Controlled Zone will be restricted during the Term and you must comply with any directions given by us to you. Details of services and facilities being provided, including where these are provided as an alternative to the sanitary stations, how to access them and any charges that may be payable will be notified to you either before or upon arrival in the Controlled Zone.
19. Running your boat engine and/or generator in the Controlled Zone will be subject to time restrictions details of which will be notified to you either before or upon arrival in the Controlled Zone.
20. Any personal information collected and processed by BW for the purposes of this Agreement, will be collected and processed in accordance with BW's Licensing privacy policy located at <http://www.britishwaterways.co.uk/license-it/licence-terms-and-conditions>. During the term of this Agreement you agree that we can, if required, provide your name, address and any other information we hold about you, the name(s) and address(es) and contact details for the owner of the Boat and, if different, the name(s), address and contact details of the person(s) who will be in charge of the Boat within the Controlled Zone and/or at the

Mooring, the Boat and this Agreement to other navigation, port, harbour, security and similar agencies/authorities for safety, security or operational reasons.

21. We will 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). You may wish to take out your own insurance to cover such risks.
22. We will not be liable for any mechanical failure of or damage by a third party to the lock gates and other waterway infrastructure, which leads to their inoperability or unserviceability, resulting in delays to boat movements, your arrival at the Mooring or the temporary trapping of boats within the Controlled Zone. In such circumstances, BW will endeavour to repair the lock gates and other waterway infrastructure in the shortest possible time to minimise any delays caused to boaters by such inoperability or unserviceability.

Termination

23. This Agreement will end upon expiry of the Term or on the date that we require you to leave the Controlled Zone (whichever is the latest), subject to earlier termination in accordance with this Agreement.
24. We may terminate this Agreement before the expiry of the Term if you breach any of the terms of this Agreement and either the breach cannot, in our opinion, be put right or if you fail to put things right having been asked by us to do so.
25. Condition 8.1 to 8.3 of the General Terms and Conditions for Boat Licences are amended as follows:-
 - 25.1 Before we terminate this Agreement under Condition 24 we will contact you and explain how we think you have broken the terms of this Agreement; and
 - 25.1.1 Where we think you can put things right we will tell you how we think you can do so and how long you have to comply. This time will depend upon the circumstances but will be reasonable. If you do not put things right within the time we have given you, this Agreement will end and you must remove the Boat out of the Controlled Zone immediately.
 - 25.1.2 Where we are of the opinion that you cannot put things right, we will explain why and you must remove the Boat out of the Controlled Zone immediately and this Agreement will terminate whether or not the Boat has been removed.
26. If you fail to remove the Boat out of the Controlled Zone on termination of this Agreement we will be entitled to move the Boat under Condition 17 or to remove the Boat from the Controlled Zone at your risk (except for loss or damage caused by our negligence during such removal) and keep it elsewhere and charge you with all costs arising out of such removal including alternative mooring fees.

Health Safety & The Environment

27. We may go onto the Boat and move it at our discretion for safety, security or operational reasons or the protection of the environment.
28. You must comply with all security requirements and arrangement during the term of this Agreement.

General

29. It is your responsibility to ensure the Boat can fit the dimensions of the waterways where you will cruise and moor.
30. If your details or the details of the owner of the Boat (if different) or the person(s) who will be in charge of the Boat within the Controlled Zone and/or at the Mooring change, you must notify us in writing.

31. You agree to keep the information we hold about you, the owner of the Boat (if different) and the person(s) who will be in charge of the Boat within the Controlled Zone and/or at the Mooring up to date.
32. If you change the Boat you must notify BW in writing in advance so we can change our records. The new boat must be registered to you.
33. Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any of the following events:
 - (a) Act of God;
 - (b) Failure in the provision of any utility including power, gas, war, civil war, sabotage, vandalism, protest or act of terrorism;
 - (c) Government sanction, embargo, import or export regulation or order;
 - (d) Labour disputes, including strikes, lockouts, boycotts or other industrial action; or
 - (e) Damage to our infrastructure particularly lock gates or bridges caused by a third party.

Provided it notifies the other party of the nature of the event and expected duration as soon as reasonably possible.

34. If an event listed at Condition 33 or its consequences continue for a period of more than seven (7) days, either party shall have the option to immediately terminate this Agreement by notice in writing to the other party.
35. BW reserves the right to vary this Agreement at any time.
36. BW may assign, novate or otherwise transfer or sub-contract any benefit or obligation of this Agreement in whole or in part without your consent, provided that BW shall give written notice of the assignment, novation or other transfer or sub-contracting to you as soon as reasonably possible after the assignment, novation or other transfer or sub-contracting has taken place. In the event of an assignment BW shall procure that the assignee enters into a direct covenant with you to observe and perform such of the terms and conditions of this Agreement as are assigned to it.
37. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any Condition of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
38. If any Condition of this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
39. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy.