

# GENERAL TERMS AND CONDITIONS FOR BOAT LICENCES: ENGLAND AND WALES

## Changes made for licences commencing 1 August 2011

This document comprises extracts only of the clauses which have changes. Please see the full set of terms at <http://www.britishwaterways.co.uk/license-it/licence-terms-and-conditions>

### 1. Definitions and application

'Boat length' means the length overall of the Boat including permanently fixed fenders as reasonably required to be used when the boat is moored or underway, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extensions fore and/or aft of the Boat.

'Home Mooring' is a mooring or other place where the Boat can reasonably be kept and may lawfully be left when not being used for cruising.

"Houseboat" means a boat whose predominant use is for a purpose other than navigation and which, if required for the purpose, has planning permission, for the site where it is moored. A houseboat may be -is not- used for navigation from time to time provided it does not become its predominant use.-

### Use of the boat

The Licence allows you to use the Boat in any Waterway including mooring for short periods while cruising. 'Short period' means up to 14 days or less where a local restriction applies. The Licence does not permit mooring for any longer period. Daily charges may be applied for staying longer than the maximum time allowed.

### Mooring

If you do not declare a Home Mooring for the Boat, we will treat you as a Continuous Cruiser (see Condition 4 below).

3.4 You must tell us in writing if your Home Mooring changes or if you decide to no longer have a Home Mooring.

### Boat Safety and Insurance

The Boat must comply with the Boat Safety Scheme requirements at all times.

You must have in force an insurance policy for the Boat, provided by a company that is authorised and regulated by the UK Financial Services Authority, which covers third-party liabilities of at least two million pounds. The insurance must be valid for the full duration of the Licence.

You agree that we may contact your insurance provider to check the validity of your policy, and that the insurance provider may give us such information as we may reasonably require.

### Payment

The price of the Licence is published and revised each year from 1st April and you agree to pay the amount due (including, if appropriate, any late payment and/or credit card charges).

A late payment charge applies for any boat which is stays on the Waterway unlicensed for more than one calendar month without a valid licence. The late payment charge will be payable in addition to the licence fee, which must be appropriately backdated.

## Your other obligations

You must not do (or carelessly fail to do) anything which will cause damage or nuisance to us or any ~~other~~ person or their property. You accept responsibility for any such damage or nuisance caused by you,

## SCHEDULE 2: MOORING INFORMATION

### LEGAL PROVISIONS AND GENERAL PRINCIPLES

1. BW's policy for enforcing time limits is to use its powers under S8(5) of the 1983 BW Act that permits it to move boats that are causing an obstruction. A boat is causing an obstruction at a mooring by preventing other boaters from tying up. If we do need to move the boat, you agree to repay our costs.

### Long Term Pleasure Boat Licences

#### Pleasure Boat Licence, England and Wales

*3, 6 or 12 months, Canals & Rivers/ Rivers Only*

- Pleasure Boat Licences are for boats kept solely for personal use by the licence holder, friends and family. The Licence does not permit you to operate or offer the boat for hire, for carrying goods or passengers for payment or for any other commercial purpose.

The Rivers Only option is valid for 'River Waterways' defined in Schedule 1 of the British Waterways Act 1971, as amended. These are:

- Avon (Hanham Lock to Bath)
- Bow Back Rivers
- Fosdyke & Witham (Torksey to Boston)
- Lee Navigation (Hertford to Limehouse)
- Limehouse Cut
- Ouse and Ure (Goole to Ripon)
- Severn (Stourport to Gloucester)
- Soar Navigation (Trent Junction to Leicester)
- Stort Navigation
- Tees (Tees Barrage to Low Worsal)
- Trent (Shardlow – Gainsborough, including the Nottingham & Beeston Canal)
- Weaver Navigation (Winsford Bridge to Manchester Ship Canal)

- River Weaver (Winsford Bridge to Shrew Bridge)

#### Houseboat Certificate - England & Wales

*12 months, Canal & Rivers*

If ~~a~~the boat is a Houseboat (see Definitions 1.4) you may purchase a Houseboat Certificate. These are only issued for boats covered by a British Waterways long term mooring permit. The Houseboat Certificate and BW mooring permit must run concurrently with the same expiry dates. The unexpired portion– of a Houseboat Certificate may, subject to our reasonable consent, be transferred to another person when the boat is sold.

#### Payment methods

We accept payment by the following:

- Cheque crossed and payable to British Waterways
- Most major Credit cards (except AMEX) for which a charge of £7.50 will be made
- Debit card or Switch (no charge applies)

- Cash only if you are applying in person.
- If the total fee due is more than £100, we also offer a Direct Debit facility for 12 month licences.

### **Paying by Direct Debit**

You may make a single payment, or spread the cost over five or nine instalments. For nine instalments, the first payment will be 20% of the total due and the remainder is spread equally over the next 8 months. For five instalments, the total due is divided equally. [We may research your credit rating before allowing this option.](#)

### **Boat Index Number**

Replacement index plates may be issued if you write to us explaining why you need them. The index number plates must remain on the boat at all times. They should not be removed when you sell the boat. The replacement fee is [£20](#) for either metal or plastic plates.

### **Selling the boat or removing it from the waterways: refund terms**

See the appropriate refund table for the percentage of the total fee that will be refunded if you sell your boat or remove it from the waterways. There are different terms for the different types of licences. For BW Scotland licences, please contact the local British Waterways office. Gold licences are not refundable. [For Houseboat licences, the refund is calculated on a pro rata basis.](#)

### **Refund amounts (except leisure business licences)**

Refunds are made for whole months only. We will calculate the number of unexpired months from the day we receive the returned licence from you. If you are paying in instalments, we will deduct the difference between the full licence cost and the total amount you have already paid from the refund payment.

Example, a boater with a twelve month licence costing £500 contracted to pay in nine instalments' by Direct Debit. He sells his Boat in the second month after paying just two instalments (one of £100 and one of £50). [The amount still due is £350. He applies for a refund and is entitled to 60% x £500 = £300 so a sum of £50 is still owed.](#)

*Percentage of total licence fee refundable (adjusted to reflect revision to 3 and 6 month licence fees)*

Licence to terminate before the end of month number:	Licence period		
	12 months	6 months	3 months
1	<a href="#"><u>80%</u></a>	<a href="#"><u>77%</u></a>	<a href="#"><u>67%</u></a>
2	<a href="#"><u>60%</u></a>	<a href="#"><u>53%</u></a>	<a href="#"><u>34%</u></a>
3	<a href="#"><u>40%</u></a>	<a href="#"><u>30%</u></a>	<a href="#"><u>0%</u></a>
4	<a href="#"><u>32%</u></a>	<a href="#"><u>6%</u></a>	
5	<a href="#"><u>24%</u></a>	<a href="#"><u>0%</u></a>	
6	<a href="#"><u>15%</u></a>	0%	
7-12	<a href="#"><u>0%</u></a>		