

## TERMS AND CONDITIONS FOR BUSINESS BOAT LICENCES

In accordance with Section 43(3) of the Transport Act 1962, licences are subject to conditions which apply to the use of a boat on any waterway which we own or manage.

These Terms and Conditions relate specifically to boats that have been issued with a Canal & River Trust Business Boat Licence. They include 'Common Terms' which apply to all business boats (Clauses 1 to 13) and 'Sector Specific Terms' which apply to boats carrying out a particular trade or activity (Clauses 14 to 23).

A list of the types of boats that require a Business Boat Licence in order to be used on our Waterways may be found under clause 14 of these Terms and Conditions. If you would like to use your boat on our Waterways for anything other than personal, private, leisure use you are required to purchase a Business Boat Licence and abide by these Terms and Conditions.

Please note that failure to comply with these terms and conditions may result in the termination of your Licence and you could face legal action, which may result in the removal of your boat from our Waterways.

---

### Common Terms

The following Common Terms apply to all Boats issued with a Canal & River Trust Business Boat Licence irrespective of their trade or activity:

#### 1. Definitions and application

- 1.1 'Authorised Officer' means the person designated by the Trust to be your contact for queries regarding your Licence.
- 1.2 'Boat' means the boat or boats named in your Business Boat Licence Application Form or Licence Renewal Form whose name and index number will appear on the Licence. For boats with a 'River Only' Licence the 'Boat' includes any Tender to the Boat.
- 1.3 'Boat Length' means the length overall of the Boat including any 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.
- 1.4 'Boat Beam' means the width 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, out drives, rudders, anchors, pulpits, push pits and any other extensions of the Boat

- 1.5 'Business Boat Licence Application Form' means the written information about you, your Boat and your business activity that you sign and return to us prior to us granting you a Licence.
- 1.6 'Butty' means an unpowered boat of more than 15.24 metres in length that is intended for carrying goods.
- 1.7 '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.
- 1.8 'Licence' means the business boat licence issued to you by us to which these terms and conditions apply.
- 1.9 'Licence Fee' means the annual fee payable by you to the Trust for the Licence.
- 1.10 'Licence Renewal Form' means our licence renewal form which has been or is to be completed by you.
- 1.11 'Licence Terms' means these Common Terms, the Sector Specific Terms (as applicable to the trade and/or activity carried out on your Boat and in accordance with the category of Licence issued to you), and any additional terms and conditions (as notified to you in writing) and the Schedules attached to this document.
- 1.12 'Navigation Rules' means the rules set out in Schedule 1.
- 1.13 'Portable' means that the boat's normal crew can, without mechanical help, launch the Boat and take it out of the water. Examples are rowing boats, dinghies, canoes or light inflatable boats.
- 1.14 'Powered' means that the Boat has some form of mechanical propulsion. 'Unpowered Boats' are those that are propelled by human, wind or animal force. A boat that is normally towed by a powered boat is defined as powered.
- 1.15 'Short Periods' means up to 14 days or fewer where a local restriction (permanent or temporary) applies.
- 1.16 'Tender' means one small unpowered boat or a boat powered by a small outboard engine which is no more than 3 metres long and is carried on or towed by the Boat and used only for going to and from the Boat whilst in sight of the Boat. The Tender must be marked 'Tender to (name and index number of the Boat). Please note that Tenders used in conjunction with Boats with a 'Canal & River' Licence must be licensed separately.
- 1.17 'You, your, yours' means the owner or lawful keeper of the Boat as described in the Business Boat Licence Application Form or Licence Renewal Form and includes, where the context so admits, the person in charge of the Boat with the permission of the owner or lawful keeper.
- 1.18 'Waterway' 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).

1.19 'we, us, our' means the Canal & River Trust ('the Trust') and any employee or other person approved by the Trust to act for it.

## **2. Use of the boat and the requirements for the identification of Boats**

2.1 The Licence allows you to use the Boat in any Waterway subject to the Licence Terms.

2.2 The Boat must only be used by you for the business purpose specified on the Licence and for private leisure use.

2.3 For the avoidance of doubt, this non-exclusive Licence confers no tenancy or interest greater than the Licence hereby granted. This Licence does not include any rights to use any towpath or other land or facilities held or used by us in connection with the waterways, for any business purpose whatsoever.

## **3. Mooring**

3.1 The Licence does not allow you to moor the Boat in any Waterway except for Short Periods whilst cruising. The Licence does not permit mooring for any longer period.

3.2 This Licence does not give you a right to moor that is sufficient to meet the requirement in the British Waterways Act 1995 for the Boat to have a Home Mooring.

3.3 All boats with a Licence must have a Home Mooring unless they are removed from the Waterway when not in use except for:

- i) Roving Traders or
- ii) Skippered Hotel Boats.

These boats may elect to have a Home Mooring, but if they do not have a Home Mooring they must cruise in accordance with the Guidance for boaters without a Home Mooring as set out in Schedule 2.

## **4. Boat Safety Scheme**

4.1 The Boat must be fit for navigation on any Waterway where it is intended to be used.

4.2 You must ensure that your Boat has a valid Boat Safety Scheme Certificate unless it is exempt from the Boat Safety Scheme. If it is exempt, a declaration of exemption must be supplied.

4.3 Boats used for carrying passengers under the Small Passenger Boat Code, those let out for self-drive hire and any trading boat that allows customers on board their boat, must ensure that the Non-private Boat Safety Scheme inspection has been carried out if a Boat Safety Scheme Certificate is required.

4.4 If the Boat is less than four years old (or less than one year old in the case of 'sailaways') we will accept a declaration of compliance with the Recreational Craft Directive instead of a Boat Safety Scheme certificate.

4.5 We may carry out spot safety checks on your Boat to protect the safety of others including other boaters on the Waterway. We would do so in accordance with our rights of inspection under clause 11.5.

4.6 If we believe your Boat is dangerous following any spot check we carry out or you have not in any other way complied with this clause 4 we may terminate your Licence in accordance with clause 9.2. If you fail to remove your Boat from our Waterways, we can do so at your expense.

## **5. Insurance**

5.1 You must have and keep in force third party and public liability insurance cover provided by a company that is authorised and regulated by the Financial Conduct Authority which covers liabilities of at least two million pounds for each claim.

5.2 You must provide us with evidence that you are insured for your proposed activities on application and at each renewal of the Licence.

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

5.4 You agree to keep in place all insurances required under the terms of this Licence for the duration of the Licence.

5.5 If you fail to comply with any of your obligations under this clause 5, such failure will be deemed to be a serious breach and we shall be entitled to terminate your Licence in accordance with clause 9.2. If you fail to remove your Boat from our Waterways following the termination of your Licence, we can do so at your expense.

## 6. Payment and discounts

- 6.1 Licence fees are calculated using a combined calculation of length and beam or width.

The boat length determines the licence fee to which the percentage surcharge will be added the width or boat beam. The boat beam or width bands will be introduced from April 2020 and the fees will incrementally increase until the full width or boat beam surcharge applies from April 2020

The width/beam surcharges are as follows:

Band	Boat Beam of Width	Percentage Surcharge April 2020	Percentage Surcharge April 2021	Percentage Surcharge April 2022	Percentage Surcharge April 2023
Band 1	2,16m (7ft 1") and below	No surcharge	No surcharge	No surcharge	No surcharge
Band 2	Over 2,16m (7ft 1") and inc 3.24m (10ft 7.5")	5%	10%	10%	10%
Band 3	Over 3.2m (10ft 7.5")	5%	10%	15%	20%

The fees are published on [www.canalrivertrust.org.uk/licensing](http://www.canalrivertrust.org.uk/licensing). Printed copies are available from our [Boating Business Support](#) Team on 0113 200 5705 .

## CALCULATING TOTAL COST OF LICENCE – EXCLUDING DISCOUNTS

If the full fee is £800 and the boat beam falls into Band 1, your fee would be £800

If the full fee is £800 and the boat beam falls into Band 2, your fee would be £800 + 5% = £840

### 6.2 Incentives for paying promptly

The licence fee varies with the length and beam of boat and how promptly you renew the licence when it becomes due. The fees are published on [www.canalrivertrust.org.uk/licensing](http://www.canalrivertrust.org.uk/licensing). Printed copies are available from our Customer Service Team on 0303 0404030.

The fee tables for long term licences in England & Wales show two prompt payment rates. The table below demonstrates how the prompt payment discounts affect different payment methods:

How you pay	Discount for Prompt Payment in full or Direct Debit	Discount for self-serve online	Total Discount
Self-serve online with our web serve portal and pay in FULL by Direct Debit, Credit Card or Debit Card	YES	YES	FULL DISCOUNT (5%)
Pay in monthly instalments by Direct Debit over the phone	YES	NO	PART DISCOUNT (2.5%)
Pay in full over the phone or by cheque/post	YES	NO	PART DISCOUNT (2.5%)

The qualifying criteria for the prompt payment discount rates are as follows:

1. The payment and correctly completed application and any attachments or enclosures must have been received by the Canal & River Trust, licensing agent or

completed via the online web licensing portal before the start date of the licence. In cases of doubt where we have no record of receiving an application, we will accept a formal proof of posting from Royal Mail or other professional dispatch service.

2. If the Boat is being introduced onto our Waterways for the first time, providing that the Licence is purchased before the Boat enters our Waterways.
3. We will also allow the prompt payment discount rate for brand new boats providing the application is received no later than two weeks after the issue date of the safety certification.
4. If the Boat is returning to our Waterways after being kept elsewhere, you may purchase the Licence at the prompt payment discount rate providing you supply evidence that the Boat was removed from our Waterways upon expiry of any previous licence. The Licence must be purchased before the Boat is returned to our Waterways.
5. If the Boat has been kept on our Waterways without a licence during the twelve months preceding your application, the prompt payment discount rate will not be granted, regardless of who owned the Boat. Furthermore, the late payment charge will apply if we have evidence that the Boat has been on our Waterway without a licence for more than one month.
6. These rules apply regardless of whether or not we have sent you a reminder to renew your licence. It is your responsibility to ensure that the Boat is correctly licensed at all times. We do not issue renewal reminders for licences of less than 12 months as these are mostly purchased by people who keep their boats on the Waterways for only part of the year.

6.3 Discounts applicable to Business Boat Licences can be found in the table below:

DISCOUNT DEFINITION AND AMOUNT
<b>River Only discount 40%</b> Applies if the boat is only ever used on a river navigation as defined in Schedule 3.
<b>Electric motor discount 25%</b>

Applies if the boat has an inboard electric motor as its sole means of propulsion.
<b>Historic boat discount 10%</b> Subject to assessment. Please request a copy our Guidance Note and Application Form.
<b>Prompt payment discount</b> – please see above table
<b>Trading Butty 50%</b> Applies to a Butty that is only ever used in conjunction with a motor boat displaying a valid business licence. To claim this discount you must declare the name(s) and index no(s). of the Powered boat(s) that it is used in conjunction with.
<b>Education and Community Boats</b> Boats operated for charitable purposes - 60% off, providing that all of the following requirements are met <ul style="list-style-type: none"> <li>• the Boat is used for educational purposes by an organisation not operating for profit, or by registered charities for charitable purposes for the disadvantaged or people with disabilities.</li> <li>• the Boat is used only by or for the class of persons that the boat is intended to benefit.</li> <li>• any charge for the use of the Boat is limited to the costs of the trip.</li> <li>• the Boat is not offered to the general public for hire or reward or for carrying passengers for a payment on a regular basis.</li> </ul> This concession will not apply if it would create an unfair advantage over commercial passenger boat operations in the vicinity. This discount will be the subject of further review and consultation.

6.4 No discounts may be applied to Maintenance Workboat Licences or Trade Plate Licences and these must be paid for in full in one instalment.

6.5 Payment and renewal terms can be found at Schedule 4.

## 7. Refunds and exchanges

7.1 If you cease to operate during the term of your Licence you may apply to us for a refund. This will be calculated in accordance with the table below:

Licence to terminate before the end of month number:	Percentage of Licence Fee paid to be refunded:
1	80%
2	60%
3	40%
4	32%
5	24%
6	15%
7-12	0%

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.

- 7.2 If you are selling the Boat into the private market, or are ceasing to trade, we will, as an alternative to giving you a refund, give you a standard Canal & River Trust boat licence for private use that runs to the expiry date of your current Licence. There will be no charge for this and you will not be entitled to any refund either. We will not do this if there is less than two full months left to run on the Licence. The Licence disks must be returned to the Authorised Officer with a written request to exchange them for a standard Canal & River Trust boat licence. The standard Canal & River Trust boat licence disks will be issued to you subject to you agreeing to comply with the Canal & River Trust 'General Terms and Conditions for Boat Licences' as varied from time to time. Any special arrangements or permissions you had from us for the use of our facilities or moorings for your Boat will automatically expire if you elect to exchange your Licence for a standard Canal & River Trust boat licence.
- 7.3 You cannot transfer your Licence to any person without our consent and such consent shall be at our absolute discretion. We may permit you, subject to the written approval of an Authorised Officer, to sell the Boat with the Licence to another operator who intends to use it for the same use as the Licence was granted for, subject to our approval. Approval will depend on the prospective operator being able to satisfy all of the relevant requirements under the terms and conditions of this Licence or otherwise. If a licence for a different kind of business use is required, then the existing Licence must be surrendered for refund as described under clause 7.1.
- 7.4 We cannot exchange one kind of business licence for another.
- 7.5 No refunds will be payable for Maintenance Workboat Licences (MWB) or Trade Plate licences (TP).

## **8. Duration of Licences**

- 8.1 All Licences are granted for a period of 12 months starting on the first day of the month in which they are issued. We will only grant licences for shorter periods in very exceptional circumstances and at our absolute discretion to serve a particular need such as a one-off event or to align the renewal date for a new boat with the rest of an existing fleet. We will not grant shorter term licences to reflect seasonal fluctuations in your trading activity.

## **9. Termination**

- 9.1 If we think that you have broken the terms of your Licence we will write to you to explain how we think you have broken them and how you can put it right. We will give you a reasonable amount of time depending upon the circumstances of the breach to put things right. This will be at least 28 days. You may apply to us to extend this time if you feel there are reasonable grounds so to do. If you do not put things right within the period of time we have allowed as above, we may terminate your Licence with immediate effect by a notice of termination in writing.
- 9.2 In the case of a serious or persistent breach of these Licence Terms, or if we reasonably believe that your boat or your activities may endanger the health and safety of other people, we may immediately suspend your Licence pending an

investigation to determine whether the breach is capable of remedy. While the Licence is suspended, you may not navigate on the Waterway or carry out any business activity. If we decide that it is not capable of remedy, we may terminate your Licence without further notice. No refund will be payable in the event that your Licence is suspended or revoked.

- 9.3 If your Licence is revoked and you do not elect to license the boat for private use, you must remove it from the Waterway immediately.
- 9.4 We reserve the right to refuse to issue you with any Licence in the future. You have no right under these Terms and Conditions (or our General Terms and Conditions for Boat Licences) to the renewal of a Licence. We will not unreasonably refuse to renew a Licence. However, if we do refuse to issue you with a Licence, we will write and tell you why.
- 9.5 Once the Licence has ended, unless you re-licence the Boat, you must remove it from our Waterways. If you fail to remove your Boat from our Waterways following the termination of your Licence, we can do so at your expense.
- 9.6 No refunds will be given in the event that your Licence is terminated in accordance with this clause 9 or clause 5.5.

## **10. Boats used for two or more purposes**

- 10.1 If you wish to use your boat for more than one of the activities listed within the table under clause 14, you may do so provided that you (a) meet all of the Specific Terms for each activity which your Boat is used for and (b) pay the highest of the Licence Fees that apply.

## **11. Your obligations**

- 11.1 Each Boat registered for use on our Waterways is assigned a unique index number which is linked to your Licence. You must display the Boat's name, index number and Licence disks that are issued to you on each side of the Boat so that they are always visible from the towpath or Waterway<sup>1</sup>. If you do not, we may place a sticker on the Boat, showing the index number, which you must not remove until you are displaying the number in some other clearly visible way. If you cover up the index numbers for any reason (e.g. during winter), you must paint the index number on the cover so that it can always be seen. Duplicate index plates are available at a charge.
- 11.2 You must comply with the Navigation Rules, Bye laws and all other relevant legislation and follow our directions whether they be spoken or written (including signs).
- 11.3 You must ensure that when the Boat is underway, it is being navigated with due care and attention to ensure the safety of those on the Boat and of others on the Waterway or on the towpaths.
- 11.4 Whilst the Boat is on the Waterway you must not:  
(a) do, carelessly fail to do, or permit to be done, anything which will cause damage or nuisance to us or any person or their property. You accept responsibility for any

---

<sup>1</sup> There are special provisions for Boats licensed by canoe clubs affiliated to the British Canoe Union.

such damage or nuisance caused or permitted by you, other occupants of the Boat or your visitors. You will not be responsible for events that are outside your control.

(b) use any electricity generator, including the Boat's engine, at any mooring along the Waterway between 8pm and 8am, unless you are moored in isolation, out of earshot of other people. We do not intend this Rule to stop you from moving the Boat from the mooring.

(c) run the Boat's engine in gear when it is moored as this can damage the waterway walls and cause a nuisance to other people.

(d) discharge anything into the Waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers, washing machines and dishwashers.

(e) obstruct the towpath or use our land for storing items from your Boat.

(f) take a vehicle on to our towpaths or land or park on them unless we have given you our express prior permission.

11.5 You agree that we may come on board to inspect the Boat where we need to check that you meet the Licence Terms. We will give you reasonable notice if we want to do this and we will try to accommodate your wishes. We may board the Boat without notice if we believe it may be unsafe or is unidentifiable.

11.6 In addition to your obligations under clause 4, you must ensure that the Boat is fit for any purpose that you are licensed to use it for.

11.7 In the event of an incident or alleged incident involving the Boat/ Business which has resulted in personal injury or damage to property, we may provide your relevant personal details such as your name and address to the other parties insurers, legal advisors or a third party with a legitimate interest.

We will use your personal information as set out in our Privacy Policy <https://canalrivertrust.org.uk/cookie-and-privacy-policy>

11.8 If you give permission to any other person to use or have control of the Boat, you must ensure that they are aware of these Licence Terms. You will be held responsible for their actions (which covers what they may do or fail to do) and for any breach of the Licence Terms as result of their actions.

11.9 You must notify us via the online portal or in writing within 14 days when you sell the Boat or transfer ownership to another person. You must tell us to whom you have sold or transferred the Boat. If you do not let us know the details of the new owner or keeper, the Boat will remain registered in your name and you will continue to be responsible for it (including payment of future Licence fees, sums payable under and the costs of any related legal action).

11.10 You must allow us to board your Boat at any time for the purpose of accessing any adjacent boat(s) that we may reasonably need to access via your Boat.

11.11 You shall not use our name or brand in any promotion, marketing or announcements concerning your business activity without our prior written consent which shall be at our absolute discretion.

- 11.12 If you lose the Licence disks, you must apply for a replacement set of Licence disks. You will be required to pay £20 including VAT to the Trust for the cost of supplying you with the Licence disks.
- 11.13 The Licence is specific to the Boat. You must notify us either via the online portal or in writing of any changes to your business address, the name of the Boat, the Home Mooring of the Boat, or if you sell or give the Boat to someone else. You must provide us with details of any changed names, addresses or telephone numbers. We will record any change to the name of the Boat, so that the next licence issued carries the new name. We will not issue new licence disks before the current licence expires unless you specifically request this. You will be required to pay £20 including VAT to the Trust for the cost of supplying you with the Licence disks
- 11.14 You must notify the Authorised Officer as soon as possible in the event of any accident or occurrence involving any injury, death or sickness to any person and/or any loss, damage, destruction or detention of or to any property (including that of the Trust) resulting directly or indirectly from the use of the Boat on the Waterways and in the event of the Boat being sunk, stranded or abandoned on the Waterways
- 11.15 For all Static/Residential Letting/Self Drive Holiday Hire and Self Drive Hire boats - *To comply with the requirements of the British Marine / Association of Inland Navigation Authorities 'Hire Boat Code' available at [AINA Hire Boat Code 2021.pdf](#) Further details of the can be found on our website.*

## 12. Our obligations

- 12.1 We will try to keep the Waterways open for navigation. However, the age of the Waterway will inevitably mean occasional unforeseen failure requiring closures at any time. The Licence Fees are calculated on the assumption that you will be affected by closures from time to time and accordingly refunds of Licence Fees will not be made for such closures or disruptions to your business.
- 12.2 We will plan the majority of our works requiring closure of the canal for between November and March each year. We will publish details of the proposed Winter Stoppage programme on our website as early as possible each season and take into consideration any comments, requests or observations you make.
- 12.3 We will not be responsible to you for any loss of business or consequential loss, howsoever caused.
- 12.4 We may recover from you any losses, costs and charges that we may suffer or incur (including from any claim made against us by any person suffering damage to property or personal injury) as result of your failure to comply with the Licence or with the law.
- 12.5 We will assign an Authorised Officer to you. The Authorised Officer's role is to act as a first point of contact for you in all your dealings with us.

## 13. General

- 13.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Licence Terms.
- 13.2 The application and interpretation of the Licence Terms shall in all respects be governed by English law and you and the Trust submit to the exclusive jurisdiction of the Courts of England and Wales.

## Sector Specific Terms

The following Sector Specific Terms shall apply according to the trading and/or activities carried out on the Boats and are in addition to the Common Terms:

### 14. Sector Definitions

Your proposed business will fit into one of the sectors described below ('Sector'). Your Licence Fee will be calculated according to that sector. Your Licence disk will carry a code that shows which Sector you are licensed to operate in.

Sector	Definition	Disk Code
Self-drive Holiday Hire	<p>Any boat with overnight accommodation let out without a skipper or crew for periods of 12 hours or more. This includes timeshare, boats owned by social clubs for the use of their members and families and shared ownership boats that fall outside the standard private licensing criteria<sup>2</sup></p> <p><i>To comply with the requirements of the British Marine / Association of Inland Navigation Authorities 'Hire Boat Code' available at <a href="#">AINA Hire Boat Code 2021.pdf</a> Further details of the can be found on our website</i></p>	SDHH
Self-drive Day Hire	<p>Any boat without overnight accommodation let out without a crew or skipper for periods of up to 12 hours</p> <p><i>To comply with the requirements of the British Marine / Association of Inland Navigation Authorities 'Hire Boat Code' available at <a href="#">AINA Hire Boat Code 2021.pdf</a> Further details of the can be found on our website</i></p>	SDDH
Residential Letting/Static Letting	<p>We will only licence boats for residential letting where the boat has a Home Mooring which has planning consent for residential use. The terms and conditions and pricing are the same as those for holiday hire (SDHH). We do not grant business licences for long term residential letting on a continuous cruising basis.</p> <p><i>To comply with the requirements of the British Marine / Association of Inland Navigation Authorities 'Hire Boat Code' available at <a href="#">AINA Hire Boat Code 2021.pdf</a> Further details of the can be found on our website.</i></p>	RL/SL

<sup>2</sup> These can be found in the General Terms & Conditions for Boat Licences (page 12)

Skipped Passenger Boat	Boats offering skippered scheduled or charter trips, waterbuses or taxis.	SKP
Skipped Hotel Boat	Any boat with overnight accommodation taking paying guests with a skipper or crew.	SKH
Roving Trader	Any boat used for trading in multiple locations. Includes boats used for the sale of goods and/or services, cargo carrying, and the provision of boat handling courses. Customers may board the boat in order to inspect or purchase goods (subject to insurance cover and holding a Non-private BSS certificate) when moored up, but the boat must never navigate with customers on board, except where the boat is licensed for boat handling courses. Advertising any kind of trading or business activity on or from the boat is deemed to be trading. If the boat is used for a business use that is not advertised anywhere on the boat and does not involve any deliveries to the boat or any customers visiting the boat (e.g. proof-reading copy sent via email, writing wills) then its use is not deemed to be that of a Roving Trader. If the boat is used as a workshop to produce goods to be sold on the internet or at land-based markets, then such use is deemed to be that of a Roving Trader.	LRRT
Fixed Location Trading Boats	Boats that trade primarily from one fixed location with planning consent for such use.	FLTB
Exhibit Boats	An exhibit boat is one that is on permanent display at a museum or visitor attraction approved by the Trust. <sup>3</sup> It <b>never</b> navigates and there is no admission charge for viewing or boarding the boat (although an overall admission charge to the museum or attraction is permissible). Boats owned by canal societies or museums and used for educational and display purposes that navigate, either to attend rallies or festivals or to keep them in working order, may be eligible for a charitable discount of 60% against the cost of the appropriate kind of licence. This will not apply to boats used for any kind of trading.	EX
Maintenance Workboat Licence	Boats used <b>exclusively</b> for qualifying Waterway maintenance work. This is defined as:	MWB

<sup>3</sup> A list produced by our Heritage Advisors can be found at Schedule 5. You may apply to us have additional attractions/visitor centres added to this Schedule.

	<p><i>“Work on Waterway infrastructure, structures or development sites adjacent to the Waterway under contract to Canal &amp; River Trust, another statutory undertaker or a private contractor, providing that the work is undertaken or involves direct access from the craft operating on the Waterway”.</i></p> <p>This Licence may not be used for carrying out private towing contracts.</p>	
Safety Boat	This is a boat owned or operated by the Emergency Services or a voluntary organisation endorsed by the Emergency Services for carrying out emergency and rescue operations.	SAF
Trade Plate	These are only available to bone fide boat builders, fitters, engineers, mechanics and brokers to enable them to keep unlicensed boats in their care temporarily for the purposes of completion, repair, refurbishment, testing, sale, recovery or collection from or delivery to a customer.	TP

*Please note that this table excludes boats operated by clubs affiliated to the British Canoe Union, the Scout Association and Sea Cadets, all of whom have some form of block licensing arrangement in place. A further agreement with clubs affiliated to British Rowing is under discussion. All boats licensed under these special arrangements are subject to these terms and conditions.*

You must comply with each of the ‘Common Terms’ set out in clauses 1 – 13 inclusive **and** those specific terms that relate to the Sector that you are operating in as set out below.

**15. Self-Drive Holiday Hire (SDHH)**

- 15.1 You must have a Home Mooring for the Boat, unless it is kept out of the water when not on hire.
- 15.2 Where you operate a fleet of hire Boats you must have enough mooring space to accommodate the maximum number of boats that may be at the mooring at any given time without obstructing the navigation, lock landings, locks and bridges and without placing the Boat against the towpath or on designated visitor moorings.
- 15.3 You may only use Trust facilities (as detailed in 15.4.1 to 15.4.5) to operate hire boats with our express permission. If you wish to operate two or more Self-Drive Hire Boats that are kept in the Waterway you must have access to third party or your own directly managed facilities. If these are within a marina or otherwise available to you via a third party, we will ask you to provide evidence that the third party has given you their consent for this use.
- 15.4 You must be able to demonstrate to us that you have the right to access the following facilities:



- 15.4.1 suitable customer parking
  - 15.4.2 fresh drinking water
  - 15.4.3 refuse disposal facilities
  - 15.4.4 a means of disposing of sewage from the boat (where relevant)
  - 15.4.5 a safe place from which you can board and disembark customers
- 15.5 You must give each and every hirer full and comprehensive guidance on what is required of them whilst in control of the Boat (the Handover). You shall ensure that the Handover is delivered by a competent person each time the Boat is hired out. You must ensure that the hirer is capable of using the boat safely.
- 15.6 You must provide on the boat:
- 15.6.1 a copy of the British Waterway's and Environment Agency Boater's Handbook or other similar publication that adequately describes how to safely navigate the Waterway and operate structures such as locks and bridges. This should be made available to hirers, together with a copy of the Canal & River Trust's Boaters DVD in advance of their hire (if possible).
  - 15.6.2 a manual describing how to operate all the equipment on board the boat that includes an emergency contact number that provides a 24 hour call out service.
  - 15.6.3 where it is not possible to place manuals on the boat due its size, you must ensure that the hirer has received all the instruction necessary to operate the craft safely and has details of how to contact you in case of emergency.
- 15.7 You must provide us with a copy of the following documents:
- 15.7.1 an insurance certificate that shows you are insured for your business activity as required under clause 5 above
  - 15.7.2 a Non-private Boat Safety Scheme Certificate **or** a Boat Safety Scheme Exemption Declaration as required under clause 4 above
  - 15.7.3 a copy of your British Marine Federation Handover Audit Certificate **or** a copy of your full Handover Procedure document.
- 15.8 Once out on hire, the Boat may cruise on any Waterway(s) covered by its Licence and may use services provided by the Trust such as water points, rubbish compounds, pump outs and visitor moorings under terms that are no less favourable than those offered to a private licence holder.
- 15.9 You may not change the Home Mooring or servicing arrangements of a Self Drive Holiday Hire Boat without the written consent of your Authorised Officer.
- 16 Self-Drive Day Hire (SDDH)**
- 16.1 The operation of SDDH boats is subject to the same terms and conditions as for SDHH under clause 15, save that restrictions on the area in which you may operate your Self-Drive Day Hire boat business may apply. Any such restrictions will be communicated to you in writing.
- 17. Skippered Passenger Boats (SKP) and Skippered Hotel Boats (SKH)**

- 17.1 If you have a Skippered Hotel boat without a Home Mooring, you must provide a detailed schedule of its planned route each year which must comply with the Guidance for Boaters without a Home Mooring. All other boats licenced in these sectors must have a Home Mooring.
- 17.2 You must provide us with evidence that you have the right to access the following facilities:
- 17.2.1 Suitable customer parking
  - 17.2.2 Fresh drinking water
  - 17.2.3 Refuse disposal facilities
  - 17.2.4 A means of disposing of sewage from the boat (if relevant)
  - 17.2.5 A safe place from which you can board and disembark customers
- 17.3 Whilst out cruising, a Skippered Hotel Boat operating to a pre-published schedule, may cruise any route covered by its Licence and may use services provided by the Trust such as water points, rubbish compounds, pump outs and visitor moorings under terms that are no less favourable than those offered to a private licence holder.
- 17.4 You must provide to us a copy of the following documents:
- 17.4.1 An insurance certificate that shows you are insured for your business activity in accordance with clause 5 above, and
  - 17.4.2 **Either:**
    - (a) a non-private Boat Safety Scheme Certificate **and**
    - (b) a Declaration of compliance with the Small Passenger Boat Code  
if you intend to carry up to 12 passengers
  - Or:**
    - (c) An MCA Class V Passenger Certificate  
if you intend to carry 13 or more passengers.
- 17.5 The routes that you may use for SKPs and SKHs that ply their trade from a fixed Home Mooring (including ALL pickup and drop off points) will be specified in writing and may only be varied with the written consent of an Authorised Officer.
- 18. Roving Traders (RT)**
- 18.1 Roving Traders may have a Home Mooring. Those without a Home Mooring must comply with the 'Guidance for boaters without a Home Mooring'. You may only trade from a Home Mooring if you have the consent of the mooring provider. You may not trade from any given point on our Waterway network for more than 28 days in any one calendar year unless you have planning consent and our written consent.
- 18.2 You must provide us with copies of:
- 18.2.1 A Boat Safety Scheme Certificate (or a Boat Safety Scheme Exemption Declaration, if applicable) in accordance with Clause 4 above. This must be a Non-private certificate if customers are allowed to board your Boat.
  - 18.2.2 An insurance certificate covering your trading activities in accordance with clause 5 above.

- 18.2.3 A full risk assessment for all your trading activities if we request you to do so.
- 18.2.4 Evidence that all skippers of the boat hold a MCA Boatmasters' Licence (or equivalent) if you carry coal, diesel, bottled gas, sewage, oil or other hazardous substances in quantities greater than those required for the domestic and navigation needs of persons operating the Boat.
- 18.3 All goods associated with your trade must be kept on the boat at all times. You may place one A-frame style advertising board on the bank between the Boat and the towpath in locations where it does not cause an obstruction or hazard, but this must be removed immediately if requested by us.
- 19. Fixed Location Trading Boat**
- 19.1 You must comply with all of the terms set out under clause 18 above as well as Clauses 19.2 – 19.4 inclusive below.
- 19.2 If the boat is not able, for whatever reason, to navigate safely off its mooring you may be asked to deposit a sum with us to enable us to remove the Boat from the Waterway in the event that the trading ceases and the boat is unused or abandoned.
- 19.3 If you are asked to make a deposit in accordance with clause 19.2 above, you must comply fully with that request within 28 days of that request.
- 19.4 You must provide to us a copy of the planning consent for the mooring.
- 20. Exhibit Boat**
- 20.1 The boat must have an authorised Home Mooring at an attraction or visitor centre named in Schedule 5.
- 20.2 You are not permitted to make a charge for viewing or boarding the Boat, except as part of a general admission charge to the attraction at which the Boat is based.
- 20.3 You shall not navigate the Exhibit Boat during the term of this Licence.
- 20.4 You shall not trade in goods of any kind from the Exhibit Boat.
- 20.5 You must provide us with:
- 20.5.1 A Boat Safety Scheme Certificate (or a Boat Safety Scheme Exemption Declaration, if applicable). This must be a Non-private certificate if customers are allowed to board your boat.
- 20.5.2 Evidence of insurance in accordance with clause 5 above.
- 21. Maintenance Workboat Licence**
- 21.1 You must have a Home Mooring for your Maintenance Workboat unless it is removed from the water when not in use.
- 21.2 Contractual evidence of 'qualifying work' must be provided if requested.

- 21.3 You may moor your Boat in a safe place for more than 14 days when actively engaged in qualifying waterway maintenance work. You shall not moor the Boat on the Waterway when you are not carrying out qualifying waterway maintenance work, save at an authorised Home Mooring.
- 21.4 To obtain a Maintenance Workboat licence you must provide us with:
- 21.4.1 Evidence of insurance cover in accordance with clause 5 above
  - 21.4.2 A Boat Safety Scheme certificate (if applicable) or a Boat Safety Scheme Exemption Declaration
  - 21.4.3 A MCA Boatmaster's Licence or equivalent for all Skippers authorised to operate the craft
- 21.5 Failure by you to abide by this clause 21 will result in the Licence being terminated by the Trust with immediate effect. Further Maintenance Workboat licences will not be offered to you for a period of 5 years.
- 21.6 If you use your Boat to carry out private towing contracts, to carry goods for payment or reward or if your Boat has sleeping accommodation on board, then you must licence your Boat as a 'Roving Trader' in accordance with the terms under clause 18 above.
- 22. Safety Boat Licence**
- 22.1 You must have a Home Mooring for your Safety Boat unless it is removed from the Waterway when not in use.
- 22.2 You must carry out your activities with the Safety Boat in accordance with the Operating Proposal that you submitted prior to applying for a Licence. You are responsible for ensuring that your Operating Proposal clearly details all activities that will be carried out on your Safety Boat, including but not limited to training, emergency response procedures, areas covered and points of entry into the waterway. You must not vary the Operating Proposal without obtaining the Trust's prior agreement in writing to such changes.
- 22.3 You must provide us with:
- 22.3.1 Evidence of Insurance in accordance with clause 5 above
  - 22.3.2 A Boat Safety Scheme Certificate or Boat Safety Exemption Declaration (as applicable); and
  - 22.3.3 An MCA Boatmasters' Licence (or equivalent) for all skippers authorised to operate the Boat.
- 23. Trade Plate Licence**
- 23.1 Trade Plate Licences will only be issued to operators who can demonstrate that they are bona fide boat builders, boat fitters, boat mechanics or boat brokers. We will require evidence of this which must include evidence of third and public liability insurance cover to a value of £2m.
- 23.2 You shall not set up any kind of business on our Waterway without our written consent.
- 23.3 If you require the plates for boat building, boat fitting or brokerage, you must be able to demonstrate to us that you have appropriate premises to operate from and

that you have authorised moorings for any boats that you intend to keep in the water when such activities are being carried out.

- 23.4 If you require the plates because you are a mobile mechanic, we will wish to see evidence that you have our consent to work on the waterway.
- 23.5 Boats on trade plates may only be moored on our Waterway for such periods as are absolutely necessary and never for more than 14 days in one place. If repairs to broken down boats cannot be completed in 14 days, the boat must be towed to a boatyard with suitable moorings and facilities for carrying out further repairs.
- 23.6 You must place one Trade Plate on each side of the Boat where they can be clearly seen by our staff. The Trade Plates may only be applied to one Boat at any one time.
- 23.7 You must keep an accurate log of the dates on which the Trade Plates have been applied to a particular Boat. You must provide this to us on each renewal of the Trade Plate Licence.

-----

## SCHEDULE 1: RULES OF NAVIGATION

The Waterways that you use can be dangerous places. The safety of our users and people is very important to us and we do our best to make the Waterway as safe as possible. Due to their historic character, it is impossible for us to adapt them to make them completely safe without ruining what we seek to conserve. As a result, there are inherent risks for those that use them. For the safety of those who use the Waterway and those who work or live on or near them it is essential that you and your crew are aware of the possible dangers and act in a way that minimises the risk of harm to people and property.

As the licence holder, you are responsible for ensuring that the Boat, when in use, is always in the care of a responsible skipper. No one should take over responsibility for handling a boat without knowing what's involved. There are many good boat handling courses available and we recommend these to all boat crews.

We publish 'The Boaters' Handbook' and an accompanying DVD/video. It is downloadable from our website at <http://canalrivertrust.org.uk/boating/navigating-the-waterways/boat-handling>. As a licence holder, you are entitled to a free printed copy which you should keep on board the Boat and encourage all crew members to follow it. Please ask for a copy of the Boaters' Handbook if it was not included in your first licence pack. The Boaters' Handbook contains information common to inland waterways generally. More detailed local information is available, particularly for larger river navigations. Local boaters guides can also be downloaded from the boating section of our website.

Navigation signs that you will see as you cruise the Waterway are generally self-explanatory. The Association of Inland Navigation Authorities publishes a full set of the symbols and their meaning at <http://www.aina.org.uk/docs/NavigationSignsandSymbols.pdf>

1. The Boat Licence does not give you any priority of passage on the Waterway. You must follow the directions of our local people who may decide which boats have priority.
2. You are responsible for assessing whether it is safe to use the Waterway in flood or strong stream conditions. Our Waterway offices may be able to assist. The most recent flood warnings can be obtained from the Environment Agency, either on the internet at <http://www.environment-agency.gov.uk/> or by telephone on 0845 988 1188 (minicom 0845 602 6340).
3. You must share locks up to their capacity. There is no right to the exclusive use of a lock.
4. Whilst the Boat is on the Waterway, you must not:
  - (a) do anything which will cause damage or nuisance to any other person or their property.
  - (b) Exceed the speed limit. Creating waves causes expensive damage to the Waterway. Regardless of speed, if the Boat is making waves or the wash is hitting the bank, you should slow down. The speed limit is four miles per hour on almost all waterways. There are variations, particularly for rivers, which are locally signed.
5. There is no general restriction on the use of locks by Portable and Unpowered Boats. However, in the interest of safety and to conserve water, specific local restrictions may apply. We encourage users to carry these boats around locks if possible. If it is not possible, we recommend using ropes to pass the Boat through the lock. It is preferable that there is nobody on board the Boat while it is in the lock. Local Canal & River Trust instructions must always be followed.
6. Unpowered Boats may not navigate certain tunnels. Check the list at [www.canalrivertrust.org.uk/tunnels-unpowered-boats](http://www.canalrivertrust.org.uk/tunnels-unpowered-boats) or contact customer services. Where you are permitted to navigate, we encourage the following precautions:

- (a) navigate in groups of between three and six boats, at least one of which must be navigated by an experienced person.
  - (b) everyone should be able to swim, should wear a life jacket, and have a waterproof torch and whistle attached to them.
  - (c) the boats must have adequate buoyancy.
  - (d) you must display a securely fixed, bright white light showing forward.
7. You must not crane a boat into or out of any of our waterways without our written permission, other than at a boatyard with appropriate facilities. This is to ensure compliance with the relevant lifting regulations and to ensure the safety of other waterway users.

## SCHEDULE 2: GUIDANCE FOR BOATERS WITHOUT A HOME MOORING

If a boat is licensed without a home mooring (1) it must move on a regular basis. This Guidance (2) seeks to explain in day to day terms the nature of the movement that must take place. There are three key legal (3) requirements: the boat must genuinely be used for navigation throughout the period of the licence; unless a shorter time is specified by notice the boat must not stay in the same place for more than 14 days (or such longer period as is reasonable in the circumstances); and it is the responsibility of the boater to satisfy the Trust that the above requirements are and will continue to be met.

### **“Navigation”**

The law requires that the boat “will be bona fide used for navigation throughout the period of [the licence]”. ‘Bona fide’ is Latin for “with good faith” and is used by lawyers to mean ‘sincerely’ or ‘genuinely’. ‘Navigation’ in this context means travelling on water involving movement in passage or transit (4). Therefore, subject to stops of permitted duration, those using a boat licensed for continuous cruising must genuinely be moving, in passage or in transit throughout the period of the licence. Importantly, short trips within the same neighbourhood, and shuttling backwards and forwards along a small part of the network do NOT meet the legal requirement for navigation throughout the period of the licence (5).

The terms ‘cruise’ and ‘cruising’ are used in this guidance to mean using a boat bona fide for navigation.

### **“Place”**

The law requires that stops during such cruising should not be “in any one place for more than 14 days”. “Place” in this context means a neighbourhood or locality, NOT simply a particular mooring site or position (6). Therefore, to remain in the same neighbourhood for more than 14 days is not permitted. The necessary movement from one neighbourhood to another can be done in one step or by short gradual steps. What the law requires is that, if 14 days ago the boat was in neighbourhood A, by day 15 it must be in neighbourhood B or further afield. Thereafter, the next movement must be at least to neighbourhood C, and not back to neighbourhood A (with obvious exceptions such as reaching the end of a terminal waterway or reversing the direction of travel in the course of a genuine cruise). What constitutes a ‘neighbourhood’ will vary from area to area – on a rural waterway a village or hamlet may be a neighbourhood and on an urban waterway a suburb or district within a town or city may be a neighbourhood. A sensible and pragmatic judgement needs to be made. It is not possible (nor appropriate) to specify distances that need to be travelled, since in densely populated areas different neighbourhoods will adjoin each other and in sparsely populated areas they may be far apart (in which case uninhabited areas between neighbourhoods will in themselves usually be a locality and also a “place”). Exact precision is not required or expected – what is required is that the boat is used for a genuine cruise.

### **“14 days or such longer period as is reasonable in the circumstances”**

Circumstances where it is reasonable to stay in one neighbourhood or locality for longer than 14 days are where further movement is prevented by causes outside the reasonable control of the boater. Examples include temporary mechanical breakdown preventing cruising until repairs are complete, emergency navigation stoppage, impassable ice, or serious illness (for which medical evidence maybe required). Such reasons should be made known immediately to local Trust enforcement staff with a request to authorise a longer stay at the mooring site or nearby. The circumstances will be reviewed regularly, and reasonable steps (where possible) must be taken to remedy the cause of the longer stay - e.g. repairs put in hand where breakdown is the cause. Where difficulties persist and the boater is unable to continue the cruise, the Trust reserves the right to charge mooring fees and to require the boat to be moved away from popular temporary or visitor



moorings until the cruise can recommence. Unacceptable reasons for staying longer than 14 days in a neighbourhood or locality are a need to stay within commuting distance of a place of work or of study (e.g. a school or college).

### **Boater's Responsibility**

The law requires the boater to satisfy the Trust that the bona fide navigation requirement is and will be met. It is not for the Trust to prove that the requirement has not been met. This is best done by keeping a cruising log, though this is not a compulsory requirement. If however, the Trust has a clear impression that there has been limited movement insufficient to meet the legal requirements, it can ask for more information to be satisfied in accordance with the law. Failure or inability to provide that information may result in further action being taken, but only after fair warning (7).

### **Summary of Guidance for Boats without a home mooring**

- **Boats without a home mooring must be engaged in genuine navigation throughout the period of the licence.**
- **They must not stay moored in the same neighbourhood or locality for more than 14 days.**
- **It is the boater's responsibility to satisfy the Trust that they meet these requirements.**

### **NOTES**

(1) 'Home Mooring' is "a place where the vessel can reasonably be kept and may lawfully be left".

(2) This Guidance does not have the force of law but seeks to interpret the law as set out in s.17 British Waterways Act 1995. The language of the Act is generic and, as with all statutes, requires interpretation. The Guidance is based on professional legal advice, including from Leading Counsel, and is believed by the Trust to reflect the correct legal interpretation of the Statute. The Guidelines issued in 2008 were considered by the court in the case of British Waterways v Davies in the Bristol County Court. The Judge expressly found that Mr Davies' movement of his vessel every 14 days (whilst remaining on the same approximate 10 mile stretch of canal between Bath and Bradford on Avon) was not bona fide use of the vessel for navigation. These Guidelines have been updated and refined in the light of that Judgment.

(3) Section 17(3)(c) British Waterways Act 1995 states that BW may refuse a licence ("relevant consent") unless (i) BW is satisfied the relevant vessel has a home mooring or "(ii) the applicant for the relevant consent satisfies the Board that the vessel to which the application relates will be used bona fide for navigation throughout the period for which the consent is valid without remaining continuously in any one place for more than 14 days or such longer period as is reasonable in the circumstances."

(4) The Canal & River Trust places reliance on the meaning given to the word "navigation" in the case of Crown Estate Commissioners v Fairlie Yacht Slip Limited. Whilst a decision of the Scottish courts, the English courts can, and have, taken the views of the Scottish Judge into account. In that case the basic concept and essential notion of the word "navigation" was said to be "passage or transit", the underlying concept being one of movement.

(5) The Judge in the case of British Waterways v Davies referred to in Note 1 above expressly confirmed that moving a vessel every 14 days on a 10 mile stretch of canal between Bath and Bradford on Avon was NOT use of the vessel bona fide for navigation.

(6) The Shorter Oxford Dictionary gives some 8 separate principal meanings for the noun 'place'. Therefore, the rules of legal interpretation require the meaning that most appropriately fits the context to be used. Since 'navigation' means travelling by water and 'travel' means a journey of some distance, the word 'place' in this context is used by the Act to mean an "area inhabited or frequented by people, as a city, town, a village etc"(meaning 4b in the Shorter Oxford Dictionary).

(7) Enforcement of the legal requirements will be based on observations by the Trust. If initial observations indicate insufficient movement to meet the legal requirements, the boater(s) will be advised why the observed movement is considered insufficient and be asked to keep adequate evidence of future movements. Failure then to meet the movement requirements, or to provide evidence of sufficient movement when requested by the Trust, can be treated as a failure to comply

with s.17 of the 1995 Act. After fair warning the boat licence may then be terminated (or renewal refused). Unlicensed boats must be removed from Trust waters, failing which the Trust has power to remove them at the owner's cost.

### **SCHEDULE 3: RIVER NAVIGATIONS TO WHICH THE 'RIVERS ONLY' DISCOUNT APPLIES**

The Rivers Only discount 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
- Fossdyke & 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)

Boats with River Only Licences navigating between the River Trent and River Ouse via the Stainforth & Keadby Canal, Aire & Calder Navigation and the Selby Canal may do so at no extra charge providing they stay no longer than seventy-two hours on these Canals.

## SCHEDULE 4: PAYMENT AND RENEWAL TERMS

### Payment methods

We accept payment by the following methods:

- Most major Debit/Credit cards (except AMEX)
- By telephone by dialling 03030 404040
- Cheque crossed and made payable to the Canal & River Trust

### 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.

The Licence is personal to you and, in making your application you are committing to pay the total cost of the Licence even if you choose to pay by Direct Debit instalments.

Once you have set up a Direct Debit instruction, we will automatically collect payment in respect of the Licence renewal providing that we hold all the necessary evidence to approve the renewal, unless you tell us not to at least 15 working days before the licence expiry date. We will notify you in advance of the payment dates and amounts. We can collect direct debits on the 1st, 8th, 16th and 24th day of each month; you can show your preferred date on the application form. If you do not specify a preferred date for collection, we will collect payments on the date that best fits your request. You are responsible for maintaining valid insurance cover for your boat and we will not renew your licence without this.

You must notify us if you change any of your Bank or Building Society details after setting up a Direct Debit. We need 15 working days' notice if you do NOT want us to collect a payment that you previously authorised. You must also notify your Bank or Building Society.

We can collect payment from only one bank account per customer. If you have any other Direct Debit arrangements with the Canal & River Trust, please ensure that they all relate to the same bank account. You cannot buy or renew business boat licences online.

### Missed payments and cancellation of Direct Debit:

If we are unable to collect a payment because of insufficient funds in your account, a further attempt will be made to collect it after 10 working days. If it is not possible to collect the money on this second attempt we will automatically cancel your Direct Debit and all outstanding amounts become due immediately. Similarly, if you cancel your Direct Debit instruction, the outstanding portion of the full licence fee becomes due immediately. If we do not receive the outstanding amounts due, your licence may be terminated. In this case you must remove your boat from our waters. If you fail to remove your boat from our waterways, we can do so at your expense and take action to recover any debt. Owing to the cost of dealing with Direct Debit defaults, we reserve the right to charge a handling fee of £30. You may also incur legal costs if we have to instruct solicitors to recover the debt. If you default on your direct debit payments, we may refuse to grant you a Direct Debit facility in the future.

### Renewing your licence

If you hold a Business Boat Licence, normally we will contact you via email or post shortly before the expiry date with a renewal application form. We can process your renewal more quickly if you use this, and not a new application form. We will require evidence that your boat meets the requirements for the licence before we renew it. You are responsible for ensuring that your boat is licensed while it is on the Waterway.

### Renewal requirements

You may renew your business licence via our online web licensing portal

<https://canalrivertrust.org.uk/enjoy-the-waterways/boating/buy-your-boat-licence>

Please register to use the self serve portal by following the link above and selecting the 'Do it Online' section

where you can register to manage your licensing needs via self serve

#### FOR POSTAL

Please allow 15 working days for the processing of a renewal. You may lose the prompt payment rate if you do not include:

- correctly completed renewal form marked up with updated information as applicable
- evidence of insurance cover
- evidence of boat safety scheme compliance
- evidence of all other necessary requirements relating to your Licence
- home mooring location
- the correct payment
- evidence of entitlement to any discount applied for

### Boat Dimensions

There is a guide to all waterway dimensions on <http://canalrivertrust.org.uk/boating/a-boat-of-your-own/choosing-a-boat-to-buy> or contact the Customer Service Centre. Use this to check that your boat is not too big for the waterways you want to cruise. When measuring the Boat to determine your licence fee, you should include fixed fenders and any other items that add to its length.

### Boat Index Number and replacement index plates

If you are having a Boat built and wish to sign-write your index number on it in advance of it needing a licence, you may apply for an index number only. The cost of this service is £20 including VAT and this cost is non-refundable. 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 incl. VAT for either metal or plastic plates.

### Hire Boat Code

*To comply with the requirements of the British Marine / Association of Inland Navigation Authorities 'Hire Boat Code' available at [AINA Hire Boat Code 2021.pdf](#) Further details of the can be found on our website.*

## SCHEDULE 5:

### MUSEUMS, VISITOR ATTRACTIONS AND CANAL SOCIETIES AT WHICH AN 'EXHIBIT' LICENCE MAY BE USED

Only boats with an authorised Home Mooring at one of the museums, visitor attractions or canal societies listed below may have an 'Exhibit' licence:

- The Waterways Museum, Gloucester
- The Waterways Museum, Stoke Bruerne, Northamptonshire
- The National Waterways Museum, Ellesmere Port
- The London Canal Museum, Kings Cross, London
- The Stourport Forward Visitor Centre, Stourport, Worcestershire

*This list is not complete. Please apply to us if you wish us to consider other museums or visitor attractions to add to this list. The assessment applies to the centre, not the boat and is carried out by our Heritage Advisors, not the Business Boating Team.*