

LICENCE CONDITIONS FOR THE BRIDGEWATER CANAL

THE BRIDGEWATER CANAL COMPANY LIMITED of Peel Dome, Intu Trafford
Centre, Trafford City, Manchester M17 8PL (hereinafter called "the Company")

Conditions for the licensing of pleasure craft on the Bridgewater Canal & Upper Reaches of the Port of Manchester between the Lowry Lift footbridge and Hunts Bank

- 1 The licence holder ("holder" or "you") warrant that he/she is the owner of the craft and agrees at all times:
- (a) to comply with Bridgewater Canal Byelaws 1961, and Port of Manchester Navigation Byelaws 1982 as applicable together with the terms of this Licence and the General Conditions of Use relating to the Bridgewater Canal and all legislation affecting the use of the Canal by such holder.
 - (b) to pay on the first day of January and or 1st April in each year the appropriate charge or agreed monthly direct debit payment in accordance with the Company's then current scale of charges for pleasure craft on the Bridgewater Canal, and the Upper Reaches of the Port of Manchester.
 - (c) to pay a late payment charge for any boat on the Canal or Upper Reaches unlicensed for more than 7 days payable in addition to the licence fee which must be appropriately back-dated
 - (d) to pay all reasonable costs and expenses incurred by the Company as a failure by you to comply with the terms of this Licence. These include but are not limited to legal costs, daily charges, administrative charges and any costs of third parties made against the Company as a result of your breach.
 - (e) if the holder wishes to cancel their licence, to provide a minimum of one months' notice in writing to cancel a direct debit, the notice period will commence on the 1st day of any month, any advance licence issued by the Company must be returned for cancellation.
 - (f) a licence fee is due if the boat is in the water irrespective of whether the craft is capable of being used
 - (g) to have the craft insured against third party risks the cover to include a clause indemnifying the Company against the cost of salvage and removal of wreck
 - (h) to pay any lockage charges as and when incurred.
 - (i) the name of the craft, boat number and cruising licence must be distinctly legible at all times and clearly exhibited on each side of the vessel. Winter boat covers must not obscure this required information and to ensure one person is in charge of the boat at all times.
 - (j) to observe the canal speed limit of four miles per hour and to further reduce speed when passing moored craft and to comply with any speed limit in force on the Upper Reaches of the Port of Manchester.
 - (k) not to use the craft for dwelling purposes or for hire or to carry fare-paying passengers without the appropriate licence or written permission from the Company
 - (l) the number of crew and passengers on board the craft must not exceed the carrying capacity of the craft.
 - (m) to maintain the safety of passengers and stability of the craft passengers must not occupy the roof space of the craft when underway.
 - (n) to avoid capsizing the person in charge of the craft is responsible for ensuring the proper weight distribution of passengers and equipment throughout the craft.
 - (o) vessels used for hire and carrying less than 12 passengers must comply where appropriate with the Inland Waters Small Passenger Boat Code at all times
 - (p) to moor only at such places and subject to such conditions as the Company may prescribe and not to moor on the towing path side of the canal except whilst in transit. At certain locations a mooring charge may be applied to craft overstaying the permitted time limits (notices posted locally).
 - (q) whilst in transit pleasure craft are permitted to moor adjacent to the towpath for periods not exceeding 24 hours at one location, except where signed locally to the contrary.
 - (r) to keep the craft at all times in a sound and watertight condition.
 - (s) to produce the licence when asked to do so by a servant of the Company and to exhibit a valid licence on both sides of the craft at all times.

- (t) to indemnify the Company against any damage, injury or loss of any kind howsoever caused which may be sustained in any circumstances by the Company arising from or by reason of negligence of the holder or any failure on his part to comply with the conditions of the licence
- (u) not to hold the Company or their servants responsible for any damage injury or loss of any kind which may happen to the craft or the holder in any circumstances whatever other than by reason of the negligent navigation of any craft belonging to the Company or personal injury arising from the Company's negligence.
- (v) Prior to the issue of a Bridgewater Canal licence for the craft you will be required to satisfy the Company that the craft complies with the Boat Safety Scheme Standards and that the craft has a current Boat Safety Scheme Examination Report or Declaration of Conformity. A copy of the Boat Safety Scheme Examination Report is required by the Company for licensing purposes. The Company, under certain circumstances may require that an examiner or surveyor examines or re-examines the craft.
- (w) no refund of any licence fees paid in advance will be issued.
- (x) annual payment charge, a late payment charge of £150 will be applied to the account in the event that the full fee is not received within one month of the licence start date. A charge of £25 will be made for each missed direct debit payment. The direct debit arrangement will be cancelled and the balance of the fees will become due immediately if two consecutive direct debit payments are missed.
- (y) to comply with relevant legislation, bye-laws and other rules and regulations affecting the Canal including all appropriate legislation and follow the Company`s officers directions both orally and in writing.
- (z) you must not do anything which causes a nuisance to the Company or any other user of the Canal or any other person. You accept responsibility for any such damage or nuisance caused or permitted by you, other occupants of the boat or your visitors and in relation to any anti-social behaviour or behaviour which threatens the wellbeing and welfare of personnel of the Company and/ or other third parties.
- (aa) to allow personnel of the Company to board the boat and /or enter land you own or occupy adjacent to the boat or the Canal in order to affix or place on the boat correspondence, contractual or statutory notices or court papers.
- (bb) The Company shall be entitled to exchange information with third parties assisting the situation where we believe you have not passed on some information.
- (cc) you acknowledge this licence is personal to you and cannot be assigned when you sell your boat nor sold or inherited by anyone.

2 If the Company shall at any time request the holder to move their craft to some other mooring, the holder shall immediately comply with such request and the Company may move the craft if the holder does not do so.

3 The Company may at any time revoke the licence subject to refunding a fair proportion of the licence fee save that where the revocation is as a result of your breach of licence then no refund shall be applicable.

4 If the holder sells his craft he should immediately give the name and address of the purchaser in writing to the Company and send £15 to cover the cost of transferring the licence to the new owner. Until the Company notifies the holder that they have licenced a new owner, the holder remains liable under the licence for the safety of the craft and for complying with these conditions.

5 Upon expiry, cancellation or surrender of the licence, the holder shall unless the Company have transferred the licence to a new owner remove the craft from the Bridgewater Canal, the Upper Reaches and the Company's property and in default the Company may after giving not less than seven days notice in writing to the holder at his last known address remove the boat and, if they think fit, sell or break up the craft and recover the cost from the holder.

6 The holder shall dispose of sewage and rubbish in a manner satisfactory to the Company.

- 7 The holder agrees with the Company and with the owner of any waterway over which the Company arranges for holders to have navigation rights while using any waterway not belonging to the Company he will be bound by the same terms and conditions as usually apply to pleasure craft licenced by the owner of that waterway. Particulars of these terms and conditions will be supplied by the Company on request.
- 8 Attention is drawn to Section 9 of the Manchester Ship Canal Act 1960:-
- 1(a) If any vessel is left in any river canal waterway navigable channel lock or dock forming part of the Bridgewater undertaking without consent in writing of the Company for a period of one month or upwards the Company may after giving seven day's notice to the owner of the vessel at the time when such notice is given remove the vessel to a convenient place and such owner shall pay to the Company the cost of removal and a sum not exceeding two pounds (£2) for each day during which any part of the river, canal, waterway, navigable channel, lock, or dock is occupied by the vessel after the giving of such notice and until such removal and any such cost and sum may be recovered by the Company either summarily as a civil debt where the amount does not exceed twenty pounds or as a debt in any court of competent jurisdiction.
- 1(b) If any sum payable to the Company under the provisions of the sub-section is not paid within one month after it becomes due the Company may break up sell or otherwise dispose of the vessel any expense incurred by them in so doing after deducting the proceeds of sale (if any) shall be repaid to them by such owner and any expenses incurred by the Company as aforesaid which are not defrayed out of the proceeds of sale shall be paid to the Company by such owner and may be recovered as aforesaid.
- 2 Any notice given by the Company pursuant to sub-section (1) of this section shall be given by delivering the same to the owner or by posting a prepaid letter addressed to the owner at the place in the United Kingdom where he carried on business or at his last known place of abode in the United Kingdom or if the owner or his place of business or abode is not known by the Company or is not in the United Kingdom then by exhibiting such notice at the principal office of the Company for seven days.
- 3 The Powers conferred on the Company by this section shall be in addition to and not in derogation of any other powers exercisable by them or with respect to the removal of obstructions in any waterway or work to which this section applies.
- 9 Upper Reaches of the Port of Manchester between the Lowry footbridge and Hunts Bank
- The conditions of this licence shall not limit or reduce the statutory powers and requirements of the Harbour Master of the Manchester Ship Canal Company Limited.
- Use of the Upper Reaches of the Port of Manchester by pleasure craft is subject to additional conditions available on request.
- 10 If the holder is in breach of any term of this Licence, the Company shall notify the holder and advise what it considers to be a reasonable period to rectify the breach. This will be a minimum of 7 days. If the holder fails to rectify the breach within that time period, the Company may serve notice on the holder to terminate its licence. If there is a material or persistent breach then the Company reserves the right to terminate with immediate effect and also when the breach is incapable of remedy.
- 11 In these circumstances you have no automatic right to renew a licence. The Company reserves the right to add additional conditions to any licence we do issue and will give reasons if we refuse to grant you a new licence.
- 12 Any provision of these conditions that is intended to come into force or continue in force on or after termination or expiry of the licence shall remain in full force and effect.

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