

## **Mooring Conditions**

### For internal use only:

Boat Owner Boat name Boat Number

Mooring Location/address





- 1. All craft using the mooring are to comply with such directions as the Company may specify relating to the mooring, unmooring and safe navigation of boats.
- 2. The Company and its servants and agents are not liable for any loss, damage or delay to the boat or any other property, save where such loss or damage is caused by the negligence of the Company, its servants or agents.
- 3. Pleasure craft using the mooring shall maintain and display on the boat a current Bridgewater Canal Cruising License and comply with the Bridgewater Canal Byelaws 1961 and conditions of licensing.
- 4. The mooring allocated by the Company may not be sublet.
- 5. The mooring may not be assigned or transferred.
- 6. Holiday or short-term letting of the licensed pleasure craft is not permitted (inc Airbnb) without prior permission from BCCL
- 7. Moorings cannot be held vacant for periods exceeding 3 months without prior permission from the Company.
- 8. All berths are allocated to specific craft, berths are not interchangeable without written authority of the Company.
- 9. The craft is to be maintained in good condition at all times.
- 10. The boat owner shall repay to the Company the cost of repairing any damage which may arise out of or in the course of his/her use of the mooring or from any act or omission by any person on or using the boat with the owner's permission.
- 11. The boat owner shall ensure that no sewage, oil, rubbish or other polluting matter is discharged from the boat into the canal.
- 12. No goods or materials are to be stored on the mooring or on adjacent land owned by the Company that would cause a Health and Safety risk/hazard or obstruction to visitors, contractors or anyone accessing the mooring.
- 13. The owner is to ensure that the boat using the mooring is insured against third party risks.
- 14. Damage or any other safety hazards affecting the safe mooring of pleasure craft must be reported to the Company as soon as possible.
- 15. The boat owner will be responsible for any contractor carrying out work on their boat on BCCL property. The boat owner must accompany the contractor whilst carrying out work on the craft and is responsible for all visitors to his or her craft.



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- 16. Only minor work may be carried out to the exterior of craft whilst on the mooring. Maintenance work to the interior of the craft is permitted subject to the work causing no inconvenience or nuisance to our neighbours and or other boat owners on the mooring.
- 17. No residential use of craft on the mooring without the written permission of the Company.
- 18. Boat engines and generators must not be run between the hours of 8pm and 8am while on the mooring.
- 19. Payment of mooring fees is by direct debit or online in advance <a href="Pay Online Bridgewater Canal">Payment</a> is either by one single annual payment on the renewal date each year or by 12 monthly instalments payable on the 1<sup>st</sup> day of each month.
- 20. There are no refunds of advance mooring payments.
- 21. The Boat owner must give one month's written notice to terminate the mooring (notification by email is acceptable) the notice period will commence on the 1<sup>st</sup> day of any month.
- 22. Annual payment charge, a late payment charge of up to £150 will be applied to the account in the event that the full fee is not received within one month of the license 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.
- 23. The Company reserves the right to recommend legal proceedings to recover debt. Should we have to send this matter to an independent firm of solicitors for collection, further legal and administration charges of not less than £200, interest and disbursements such as court fees will be added to the debt.
- 24. Dogs must be kept on a lead whilst on the mooring. Please ensure that you clean up after your pet.
- 25. The Company may:
  - After giving one month's written notice to the boat owner at any time, terminate the license whereupon the boat owner shall on request be repaid a fair proportion of the mooring fee.
  - Vary the condition of the mooring agreement at anytime.
  - Terminate the mooring immediately and without notice in the event of any breach by the boat owner of a condition of this licence.
  - Take possession of the boat until any sum due from the boat owner to the Company whether arising from the licence or not shall have been paid.
  - Enter upon the boat and take any action which appears to be reasonably necessary for the



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purpose of ensuring the safety of the boat and good management of the mooring.

- 26. If the boat shall appear to be stranded, abandoned or unsafe or if the due licence fee shall not have been paid or the licence has expired or been terminated, the Company may, having given not less than seven days written notice to the boat owner, remove, repair, sell or break up the boat as the Company may think fit and the boat owner shall repay to the Company any expense which it may incur thereby, and the Company shall account for any excess.
- 27. Any notice that is to be given by the Company to the boat owner, shall be effectively served, if sent through the post by recorded delivery addressed to the boat owner at the boat owner's last known place of abode in the United Kingdom or if no such address is known to the Company by fixing the notice to the boat.
- 28. At mooring locations with electric hook up, charges will be invoiced at the current rates for the specific mooring location. Invoices will be sent out at an agreed frequency, currently 3 months in arrears.
- 29. At gated moorings one key will be supplied free of charge. Any additional or replacement keys may be purchased from the Company at a cost of £20 per key.
- 30. At Platinum Mooring Locations a Platinum Licence fee is payable at the current rate, in addition to the Bridgewater Canal Cruising Licence fee. Details can be found on the Bridgewater Canal website.

#### **Platinum Mooring Locations**

- Astley Bridge (Car parking spaces are for the use of the customer only and are not to be sublet or assigned)
- Castlefield

#### Casual towpath mooring

- This means mooring along the towpath during the course of a journey. It may be at a visitor mooring (subject to time limits displayed at the site) or anywhere else along the towpath where, if unsigned, the maximum stay is 14 days, before moving a minimum of 1km with no return in 14 days (this is controlled at the company's discretion). Local mooring restrictions still apply, as signed and must be adhered to.
- If you've got a good reason for overstaying such as a mechanical issue, you must contact The Bridgewater Canal Company straight away.



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Please return signed copy via email <u>bridgewatercanal@peel.co.uk</u> or post to: **Bridgewater Canal Company Limited Venus Building** 1 Old Park Lane **TraffordCity** M41 7HA



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